



**Stephen F. Austin State University**  
 Procurement and Property Services  
 Nacogdoches, Texas 75962-3030  
 Phone (936) 468-2206 \* Fax (936) 468-4282

PO Number: <b>B1200231</b>
PO Date: <b>06/22/11</b>
Delivery Date:

**Supplier:**

Security Shredding  
 PO Box 3539  
 Lufkin TX 75903-3539

**CONFIRM RECEIPT OF PURCHASE ORDER AND  
 ACCEPTANCE OF DELIVERY DATE  
 BY EMAILING PURCHASE@SFASU.EDU.**

hendrysl@sfasu.edu

**Send Billing Invoice to:**  
 Stephen F. Austin State University  
 P.O. Box 6085  
 Nacogdoches, TX 75962-6085  
 ATTN: Accounts Payable

**Ship to:** Procurement and Property Svcs  
 Procurement  
 2124 Wilson Dr N  
 SFA Box 13030  
 Nacogdoches TX 75962

**Show PO # and Federal Tax ID or State of Texas Tax ID on Invoice**

**Terms:** Net 30  
**FOB:** Not Applicable

**PURCHASE ORDER NO. MUST APPEAR ON ALL  
 SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
	<p>Document Destruction Services in accordance with Request For Proposal #DOCUMENTDESTRUCTION-07 closed on 03/06/08 and subsequent contract #SecurityShredding-060111-01 for the period 09/01/11 - 08/31/12</p> <p>-----</p> <p>This is the third (3) year renewal for the contract term of optional two (2) additional one (1) year periods</p> <p>-----</p> <p>Do not invoice prior to September 1, 2011.</p> <p>-----</p> <p>Quantity and units shown are estimates for internal purposes only. Payment shall be made only for actual goods or services received.</p>			

**Purchaser:** Sonja Hendry-Witt (936) 4684472

**ADDITIONAL CHARGE:**  
**DISCOUNT/TRADE-IN:**  
**TOTAL: CONTINUED**

Stephen F. Austin State University is a tax exempt entity under Subtitle E, Chapter 151, Section 151.309 of the Tax Code, for purchases of tangible personal property herein purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

**The University reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.**

**ADDITIONAL TERMS & CONDITIONS LISTED ON THE UNIVERSITY WEB SITE,  
<http://www.sfasu.edu/purchasing/vendor/index.asp>.**

This purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

**STEPHEN F. AUSTIN STATE UNIVERSITY**

Purchasing Officer



**Stephen F. Austin State University**  
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**PURCHASE ORDER NO. MUST APPEAR ON ALL  
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Item	Description	Quantity	Unit Cost	Total Cost
1	000P96227A DOCUMENT DESTRUCTION/SHREDDING SERVICES  Cabinet / Container provided by vendor (any size) price per visit -Cabinet holds approx. 100# of paper -65 Gallon Container / holds approx. 200-250# of paper -96 Gallon Container holds approx. 300-350# of paper	500.00 MTH	45.0000	22,500.00
2	000P96227A DOCUMENT DESTRUCTION/SHREDDING SERVICES	10,000.00 LBS	.1700	1,700.00

**Purchaser:** Sonja Hendry-Witt (936) 4684472

**ADDITIONAL CHARGE:**  
**DISCOUNT/TRADE-IN:**  
**TOTAL: CONTINUED**

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**STEPHEN F. AUSTIN STATE UNIVERSITY**  
 \_\_\_\_\_  
 Purchasing Officer

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Item	Description	Quantity	Unit Cost	Total Cost
3	Volume Document Purge - paper/folders/bound books etc. on-site destruction 000P96227A DOCUMENT DESTRUCTION/SHREDDING SERVICES	400.00 LBS	.2500	100.00
4	Micro Fiche / Film / Tapes off-site destruction 000P96227A DOCUMENT DESTRUCTION/SHREDDING SERVICES	200.00 EA	.9900	198.00
	Off-site Hard Drive destruction			

Purchaser: Sonja Hendry-Witt

(936) 4684472

ADDITIONAL CHARGE:

.00

DISCOUNT/TRADE-IN:

.00

TOTAL:

24,498.00

Stephen F. Austin State University is a tax exempt entity under Subtitle E, Chapter 151, Section 151.309 of the Tax Code, for purchases of tangible personal property herein purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

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**STEPHEN F. AUSTIN STATE UNIVERSITY***Diana Boubel*

Purchasing Officer

Security Shredding - 060111-01

**STEPHEN F. AUSTIN STATE UNIVERSITY  
AGREEMENT for  
DOCUMENT DESTRUCTION SERVICES**

WHEREAS the undersigned enters into this Agreement effective on the date of signing by and between Stephen F. Austin State University, hereinafter referred to as SFA or the University, and Security Shredding, hereinafter referred to as Contractor, to provide the following designated services.

**1. SERVICES PROVIDED**

Contractor shall provide shredding of designated confidential materials as identified by SFA. Contractor shall pick up and remove confidential materials for off-site destruction or provide on-site destruction services. All confidential materials shall be destroyed as specified herein. Contractor shall provide all material, labor, vehicles, equipment, supplies and incidentals necessary to perform the services.

**2. ON-SITE CONTAINER STORAGE/PICK-UP**

- 2.1 Heavy duty locking cabinets or high security padlocked containers shall be provided by Contractor. Cabinets or containers shall be secure and durable to prevent vandalism and break-in.
- 2.2 Individual University Departments will select the size container desired from the available sizes included under this contract. Contractor may be asked to consult with department on what size container/cabinet will best meet their needs.
- 2.3 On-site pick-up shall be weekly, bi-weekly, monthly, bi-monthly, or quarterly contingent upon a mutually agreed upon schedule between the individual University Department and Contractor. Contractor may advise University Department of recommended changes to the pick-up schedule based on actual usage.

**3. OFF-SITE DESTRUCTION**

- 3.1 Contractor shall secure all containers including the University owned containers or boxes for transportation from the University to Contractor's facility. No open containers or loose bales shall be allowed for transportation.
- 3.2 Off-site storage facilities shall be locked and secured, and media destroyed within 24 hours (twenty four hours) upon receipt.
- 3.3 Destruction shall be performed at the Contractor's facilities by the Contractor's employees. No sub-contractors shall be involved in the destruction process

**4. ON-SITE DESTRUCTION**

- 4.1 On-site destruction service shall be performed on the campus of SFA in the Contractor's mobile unit. An SFA representative may choose at any time to be present during the destruction process.
- 4.2 Contractor may provide on-site destruction services for media that is stored in University containers, boxes, etc. or in Contractor's cabinets or containers.

## 5. ACCEPTABLE MEDIA and DESTRUCTION REQUIREMENTS

- 5.1 Allowable media include: paper, film, micro fiche, tapes, photos, ID badges, credit/debit cards, disks, and hard drives. All media shall be destroyed to particles 1/2 of an inch or smaller so that no information can be retrieved from the bale of recycled debris.
- 5.2 For On-Site Volume Destruction of University documents stored in University boxes, all media will be separated so as to shred the documents and bale the boxes to be hauled off and sent to a recycler. Boxes will not be shredded. The University may choose to keep the storage boxes for future use.

## 6. PRICING OPTIONS

Pricing structure shall be held firm through August 31, 2012

CONTAINER SIZES – Contractor shall charge no rental fee for cabinets or containers other than the destruction service fees itemized herein.

- Cabinet – 40”h x 19”w x 19”d
  - Holds approx. 100 lbs. of paper
  - Tamper evident locked door with a front drop slot
- Containers – **65 Gallon** / 40.5”h x 23.25”w x 29.5”d
  - Holds approx 200 – 250 lbs of paper
  - Dagger Lock System w/high security brass padlock
- **96 Gallon** / 46”h x 26.5”w x 34”d
  - Holds approx. 300 – 350 lbs of paper
  - Dagger Lock System w/high security brass padlock

ON-SITE DESTRUCTION – These costs are associated with the use of Contractor’s cabinets/containers listed herein.

- First cabinet OR container -- \$45.00 per visit
- Each additional Cabinet -- \$30.00 per visit
- Each additional Container -- \$35.00 per visit

Above Service Charge will be per visit on a weekly, bi-weekly, monthly, bi-monthly, or quarterly as mutually agreed upon by the University Department and Contractor. Media will be destroyed on-site during each scheduled visit.

ON-SITE / OFF-SITE VOLUME DESTRUCTION – These costs are associated with documents stored in University-owned boxes.

- Paper goods/documents -- \$.17 per pound (on-site destruction)
- Mixed Media destruction (micro-fiche, film, or tapes) -- \$.25 per pound (off-site destruction only)
- Hard Drives – \$.99 per pound (off-site destruction only)

Destruction rate is at approximately 1000 lbs. per hour and shredders will destroy folders, staples, paper clips and fasteners. No prep work is necessary by SFA departments.

## 7. REPORTING

- 7.1 A Certificate of Destruction for each destruction service shall be provided within 24 hours to the specified liaison in each department, **AND** included with invoicing. The Certificate of Destruction shall include University Department name, department liaison name, address, date of service, type of service, volume of records and the service representative’s name.
- 7.2 All invoicing shall be itemized with each individual department referenced and services rendered.

## **8. CONTRACTOR'S EMPLOYMENT REQUIREMENTS**

Contractor shall be responsible for certifying that all employees have undergone a security background check, which includes criminal history, credit history, and driving records. Contractor shall provide certification upon request that employees have undergone pre-employment drug screening and that random drug screens are routinely required of all Contractor employees. Employees shall be bonded and insured by the Contractor. The Contractor and the Contractor's personnel shall be prohibited from reading or copying any of the material at any time. Employees shall clearly wear identifying photo ID and badge numbers. No subcontractors or third parties shall be involved prior or during destruction.

## **9. CUSTOMER RESPONSIBILITIES**

Customer agrees to maintain the containers supplied by Contractor in a covered, dry area and use them only for confidential materials. Customer shall use its best efforts to keep all containers free of contaminants. The University shall permit Contractor to enter the University's premises during reasonable times as the University and Contractor shall mutually agree, and at no other times, to provide the specified document destruction services.

## **10. TERM**

This Agreement begins upon execution and ends on August 31, 2012. Thereafter, the term of this Agreement may be extended as mutually agreed by the parties, in writing for one (1) additional one-year periods at the option of SFA. Contracted rates will be negotiated annually to be effective September 1 of each year.

## **11. CONFIDENTIALITY**

Pursuant to the Gramm-Leach-Bliley Act (GLBA), every Service provider (Contractor), defined as any person or entity that receives, maintains, processes or otherwise is permitted access to nonpublic personal information as defined in 16 C.F.R session 313.3 (n), whether in paper, electronic, or other form, about a University employee, or student through its provision of services directly to the University is subject to the following requirements:

- 11.1 Contractor shall ensure the security and confidentiality of nonpublic personal information as defined in 16C.F.R session 313.3 (n), protect against any anticipated threats or hazards to the security and integrity of such information and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any University employee or student.
- 11.2 To the extent Contractor is provided Stephen F. Austin State University employee or student information owned, possessed or used by SFA and this is communicated to, learned, or otherwise acquired by Contractor in the performance of Contractor's duties and obligations under this Agreement, Contractor, its management, employees and agents agree to keep such information confidential, beginning on the date Contractor is first given access to said data and continuing through the term of this Agreement and any time thereafter. Contractor shall take appropriate safeguards to protect the data and limit access to such to only those representatives of Contractor that must have access for the purposes of the destruction of the data.

## **12. HIPPA COMPLIANCE**

Contractor must meet all requirements mandated by the Health Insurance Portability & Accountability ACT (HIPAA: US Dept. of Health and Human Services, Office for Civil Rights, Standards, for Privacy of

Individually Identifiable Health Information, 45 CFR Parts 160 through 164). Contractor warrants that it will cooperate with SFA in the course of performance of the contract so that both parties will be in compliance with HIPPA, including cooperation and coordination with SFA privacy officials and other compliance officers required by HIPPA and its regulations.

### **13. TERMS AND CONDITIONS**

#### **13.1 Labor Relations**

Contractor agrees to take immediate and reasonable steps to maintain its provision of service under this Agreement in the event of any labor action involving its employees.

#### **13.2 Force Majeure**

The parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligation, such nonperformance shall not be considered a breach of this Agreement.

#### **13.3 Presence on the University's Premises**

Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the Institution's premises shall obey the rules and regulations that are established by the University and shall comply with the reasonable directions of the University's officers.

#### **13.4 Accident Reporting**

Contractor agrees that, in the event of an accident of any kind, contractor will immediately notify the University's Police Department and thereafter furnish a full written report of such accident.

#### **13.5 Use of University Facilities**

The Contractor's management, employees, and agents will have the right to use only those University facilities that are necessary to perform the Contractor's obligations and will not have access to any other facilities of the University without the University's permission.

#### **13.6 Access to Records**

The Contractor will keep detailed financial records of its operations under this Agreement, and the Contractor will maintain those records for at least five years from the close of the Contract year to which the records relate. The Contractor will permit the University or the State Auditor of the State of Texas to inspect those records during Contractor's normal business hours.

#### **13.7 Records Audit**

Contractor shall keep full and accurate records in connection with the services provided by Contractor under this Agreement. The University or any of its duly authorized representatives, at any time during the term of this Agreement, shall have access to, and the right to audit or examine any pertinent books, records or documents of Contractor related Contractor's performance under the Agreement herein.

#### **13.8 Laws**

13.8.1 This Agreement shall be governed by the laws of the State of Texas, and all of the obligations to be performed under this Agreement are performable in Nacogdoches County, Texas. Venue shall lie in a court of competent jurisdiction in Texas.

13.8.2 The Contractor will adhere to and follow all applicable laws, rules, regulations and ordinances, including all University policies and procedures.

13.9 Alternative Dispute Resolution

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the University and Contractor to attempt to resolve all disputes arising under this Agreement.

13.10 Indemnity

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNIVERSITY AND ITS OFFICERS AND EMPLOYEES FROM ANY CLAIM, DAMAGE, LIABILITY, INJURY, EXPENSE, OR LOSS, INCLUDING DEFENSE COSTS AND ATTORNEY'S FEES, ARISING OUT OF CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT OR AS A CONSEQUENCE OF THE EXISTENCE OF THIS AGREEMENT. ACCORDINGLY, THE UNIVERSITY SHALL NOTIFY CONTRACTOR PROMPTLY IN WRITING OF ANY CLAIM OR ACTION BROUGHT AGAINST THE UNIVERSITY IN CONNECTION WITH THIS AGREEMENT. ON SUCH NOTIFICATION, CONTRACTOR SHALL PROMPTLY TAKE OVER AND DEFEND ANY SUCH CLAIM OR ACTION. THE UNIVERSITY SHALL HAVE THE RIGHT AND OPTION TO BE REPRESENTED IN ANY SUCH CLAIM OR ACTION AT ITS OWN EXPENSE.

13.11 Fraud and Ethics

Contractor is hereby advised that the University maintains policies regarding fraudulent or unethical conduct. These policies establish examples of acceptable and unacceptable conduct as well as procedures and responsibilities for detecting, reporting and resolving instances of known or suspected fraudulent activity and prescribe a coordinated approach toward investigation and resolution of fraudulent activity; reference University Policies C-46, Fraud and C-33, Purchasing Ethics and Confidentiality.

13.12 Cancellation/Termination

The University reserves the right to cancel this contract upon thirty (30) days notice should the quality of services rendered ever fall below levels deemed acceptable by the University. The University shall be the sole judge of the acceptability of services provided hereunder.

In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via Certified Mail of such failure and demand that the same be remedied within ten (10) days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Agreement by giving the defaulting party thirty (30) days written notice.

Notwithstanding the foregoing either party shall have the right to terminate this Agreement by giving the other party thirty (30) days written notice.

Notwithstanding anything to the contrary, SFA reserves the right to cancel immediately due to non-performance or as specified. Upon said termination, Agency shall be paid for all services satisfactorily rendered to the date of said termination in accordance with this Agreement. The University shall be the sole judge of the acceptability of services provided hereunder.

13.13 Fiduciary Bond

The Contractor shall maintain, during the term of the contract, a Fiduciary bond in the amount of \$25,000 per Contractor's employee to cover acts of dishonesty toward the University campus, staff, students, and faculty by Contractor's employees including but not limited to, identity theft, asset theft and intentional acts of harm.

13.14 Insurance

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and certificates of such insurance have been filed with and

reviewed by the Owner. Acceptance of the insurance certificates by the Owner shall not relieve or decrease the liability of the Contractor.

If policies are not written for the amounts specified below (except Worker's Compensation and Employer's Liability), Contractor shall carry Excess Liability insurance for any difference in amounts specified. If Excess Liability insurance is provided, it shall follow the form of primary policy.

This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the Owner.

Contractor's insurance shall be deemed primary with respect to any insurance carried by Stephen F. Austin State University for liability arising out of operations under this Contract.

Stephen F. Austin State University, its officials, directors, employees, representatives and volunteers shall be named as additional insured. This is not applicable to the workers' compensation policy.

The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Owner.

The workers' compensation insurance coverage must include the responsibility of the Contractor to provide coverage for every worker either under the Contractor's policy or under the policy provided by a subcontractor. The Contractor's policy shall provide that, in the event that a subcontractor's policy fails to provide worker's compensation coverage of a worker, that such insurance coverage is provided by the Contractor's policy.

Unless otherwise provided for herein, the Contractor shall provide and maintain, until the Work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverage as follows:

<b>TYPE OF COVERAGE</b>	<b>LIMITS OF LIABILITY</b>
1. Workers' Compensation	Statutory
2. Employer's Liability	\$100,000 each occur/aggregate \$500,000 policy Limit
3. Comprehensive General Liability	\$1,000,000 each occur \$2,000,000 general aggregate \$2,000,000 products/completed operations aggregate
4. Automobile Liability	\$1,000,000 each accident – Combined Single limit

**13.15 Contractual Clauses:**

Texas Family Code Child Support Certification. By signature hereon, Contractor certifies as follows: "Under Section 231.006, Texas Family Code, the Contractor certifies it is not ineligible to receive the payments specified in the Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate."

Sales Tax Certification. By signing the Agreement, Contractor certifies as follows: "Under Section 2155.004, Texas Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Franchise Tax Certification. By signing the Agreement, a corporate or limited liability company, certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. Contractor acknowledges and agrees that if this certification is false or inaccurate, at University's option, the Agreement may be terminated and payment withheld.

Payment of Debts to the State of Texas. That pursuant to Section 403.0551, Texas Government Code, Contractor agrees that any payments owing to the Contractor under this contract may be applied towards any debt or delinquent taxes that the Contractor owes the State of Texas or any agency of the State of Texas, until such debt or delinquent taxes are paid in full.

IN WITNESS WHEREOF, the parties have executed this contract in duplicate on the date written.

**Stephen F. Austin State University**

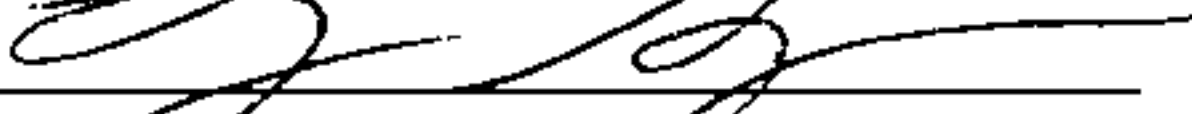
By: 

Printed Name: Baker Pattillo

Title: President

Date: 6-3-11

**Security Shredding, Inc.**

By: 

Printed Name: LARRY SIMPSON

Title: PROS

Date: 5/23/11