

CAPITAL AREA COUNCIL OF GOVERNMENTS

GENERAL TERMS AND CONDITIONS OF PROCUREMENT CONTRACT

Note: The following terms and conditions may not apply to all procurement contracts. Some terms and conditions may be modified or deleted, and others added, depending on the particular contract. Contractor will be furnished a copy of the General Terms and Conditions for its contract after the contract award is made.

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code.

1.2. _____ ("Contractor"), is a business corporation with offices located in Austin, Texas.

1.3. CAPCOG has received a grant from _____ to _____. CAPCOG solicited competitive proposals and has awarded a Contract to _____ to assist in _____.

1.4. This Contract is entered into under chapter 391 of the Local Government Code.

Sec. 2. Goods and Services

2.1. Contractor agrees to provide CAPCOG the goods and services described in Attachment A, Scope of Work.

Sec. 3. Term of Contract

3.1 This Contract begins on _____ and ends, unless sooner terminated under Sec. 13 or Sec. 14, on _____.

Sec. 4. Contract Price and Payment Terms

4.1 CAPCOG agrees to compensate the Contractor for the goods and services provided under this Contract, in a total amount not to exceed \$_____.

4.2. The compensation is payable as reimbursement for budgeted, allowable costs paid or incurred by Contractor in carrying out this Contract. Budgeted costs are described in Attachment B, Budget Categories.

4.3. Contractor agrees to invoice CAPCOG on a monthly basis for reimbursable costs paid or incurred, itemized by monitoring station and task. Contractor agrees to submit with each invoice a monthly report of deliverables for the month and, if CAPCOG requests, copies of timesheet records, purchase orders, receipts, paid invoices, and other documents evidencing Contractor's payment or incurrence of the costs for which reimbursement is requested.

4.4. Contractor agrees to certify each invoice as follows:

The Contractor certifies that this invoice is correct and complete, that the amount requested has not been received.

4.5. CAPCOG agrees to pay Contractor the amount owed on each invoice within 30 calendar days after its receipt and acceptance by CAPCOG staff.

4.6. CAPCOG may withhold final payment for a deliverable, up to 5% of the contract total, pending final acceptance of the deliverable.

Sec. 5. Independent Contractor, Assignment and Subcontracting

5.1. CONTRACTOR is not an employee or agent of CAPCOG, but it performs this contract solely as an independent Contractor.

5.2. CONTRACTOR may not assign its rights or subcontract its duties under this contract without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 5.2 is void.

5.3. If CAPCOG consents to CONTRACTOR's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this contract, and CONTRACTOR agrees to furnish a copy of this contract to each of its subcontractors.

Sec. 7. Liability Insurance

7.1. CONTRACTOR agrees to maintain throughout the term of this contract (1) commercial general liability insurance with the minimum coverages of \$2,000,000 for each occurrence, \$4,000,000 annual aggregate; (2) Texas workers' compensation insurance with coverage satisfying the statutory requirements for all personnel who will provide services under this contract; and (3) comprehensive automobile liability insurance with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence.

7.2. CONTRACTOR agrees Contractor's insurance policies maintained under Sec. 7.1. must contain provisions (1) that the Contractor will notify CAPCOG least 30 calendar days in advance of (i) cancellation or nonrenewal of the policy, (ii) or any reduction in the policy amounts., and (iii) deletion of CAPCOG as an additional insured; and waivers of subrogation in CAPCOG's favor.

7.3. CONTRACTOR agrees to furnish CAPCOG a copy of the declarations page or a certificate of insurance for each insurance policy maintained under Sec. 7.1. within 30 calendar days after the effective date of this contract.

Sec. 8. Indemnification

8.1. CONTRACTOR agrees at its own expense to defend CAPCOG, its governing body members, officers, employees, and agents against any claim, suit, or administrative proceeding, and to indemnify them against any liability (including all expenses and reasonable counsel fees incurred), to the extent arising out of any intentional, grossly negligent, or negligent act or omission of Contractor's governing body member, officer, employee, or agent under this contract.

8.2. If CONTRACTOR is served with process in a suit or proceeding described in sSec. 8.1, Contractor agrees promptly to furnish CAPCOG with a copy of the process.

8.3. CONTRACTOR agrees that its obligations under Secs. 8.1 and 8.2 apply to causes of action accruing during the term of this contract, and that for this purpose the obligations will survive the ending or early termination of this contract.

Sec. 9. Records and Inspections

9.1. CONTRACTOR agrees to maintain records adequate to document its performance, costs, and receipts under this contract. CONTRACTOR agrees to maintain these records at CONTRACTOR's office address described in Sec. 16.

9.2. Subject to the additional requirement of Sec. 9.3, CONTRACTOR agrees to preserve the records for four years after receiving its final payment under this contract.

9.3. If an audit of or information in the records is disputed or the subject of litigation, CONTRACTOR agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.

9.4. CAPCOG is entitled to inspect and copy, during normal business hours at CONTRACTOR's offices where they are maintained, the records maintained under this contract for as long as they are preserved.

9.5. CAPCOG is also entitled to visit CONTRACTOR's offices and talk to its personnel during normal business hours to assist in evaluating its performance under this contract.

9.6. The (Funding Agency) has the same inspection, copying, and visitation rights as CAPCOG.

Sec. 10. Proprietary or Confidential Information

10.1. All information in CAPCOG's possession is public information, and is subject to disclosure to third parties upon request, unless exempted from disclosure by the Texas Public Information Act.

10.2. If CONTRACTOR believes that information it submits to CAPCOG is proprietary or confidential and is not disclosable to a third party, CONTRACTOR must clearly mark the information as proprietary or confidential and inform CAPCOG in writing that CONTRACTOR will contest disclosure of the information if disclosure is requested under the Texas Public Information Act.

10.3. If the allegedly proprietary or confidential information is clearly marked as such and CAPCOG was informed of CONTRACTOR's desire to keep the information confidential, CAPCOG agrees to use the information only in performing this contract and to take reasonable precautions to protect the information from unauthorized disclosure to third parties. CAPCOG agrees to refuse to disclose the information, if requested to do so under the Texas Public Information Act, and instead to request an Attorney General's decision on whether the information may be disclosed. CAPCOG agrees to inform CONTRACTOR of any request for disclosure of the information under the Texas Public Information Act.

10.4. CAPCOG's sole obligation to protect allegedly proprietary or confidential information submitted by CONTRACTOR is described in this Sec. 10.

Sec. 11. Intellectual Property

11.1. For purposes of this Sec. 11, "intellectual property" means a discovery or invention for which patent, trademark, or trade secret rights may be acquired; designs, plans, maps, computer programs, reports, manuals, or other copyrightable materials; and any other materials in which intellectual property rights have been or may be acquired.

11.2. Unless specifically identified in accordance with Section 11.3, CAPCOG will hold an exclusive right to all intellectual property produced under this contract.

11.3. If CONTRACTOR creates intellectual property in the performance of this contract or purchases intellectual property with contract funds, CONTRACTOR shall promptly notify CAPCOG of the

creation or purchase and supply CAPCOG with sufficient technical detail to identify the property and describe its likely applications.

11.4. CAPCOG reserves an irrevocable, nonexclusive, and royalty-free right to use, reproduce, copy, sell, or license, and to license others to use, reproduce, copy, sell, or license, for a governmental purpose, any intellectual property created in the performance of this contract and to use, reproduce, or copy data purchased with contract funds.

Sec. 12. Applicable Law

12.1. In carrying out this contract, CONTRACTOR agrees to comply with all applicable laws.

Sec. 13. Suspension or Termination of Contract for Unavailability of Funds

13.1. CONTRACTOR acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may suspend its payment obligations under or terminate this contract in whole or part if CAPCOG learns that funds to pay for all or part of the goods or services will not be available at the time of delivery or performance. If CAPCOG suspends or terminates only part of this contract for unavailability of funds, CONTRACTOR agrees to perform the unsuspended or unterminated part if CAPCOG so requests.

13.2. CAPCOG suspends or terminates this contract for unavailability of funds by giving CONTRACTOR notice of the suspension or termination, as soon as it learns of the funding unavailability, specifying the suspension or termination date, which may not be fewer than 10 business days from the notice date, and describing the part or parts suspended or terminated. The contract is suspended or terminates on the specified termination date.

13.3. If this contract is suspended or terminated for unavailability of funds under this Sec.13, CONTRACTOR is entitled to compensation for the services it performed before it received notice of suspension or termination. However, CAPCOG is not liable to CONTRACTOR for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of suspension or termination.

Sec. 14. Termination for Breach of Contract

14.1. If CONTRACTOR or CAPCOG breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Sec. 14.

14.2. Termination for breach under this section does not waive either party's claim for damages resulting from the breach.

Sec. 15. Termination for Convenience

15.1. CAPCOG may, upon providing 10 days' written notice to the CONTRACTOR, terminate this contract for convenience. CONTRACTOR may request reimbursement for conforming work and timely, reasonable costs directly attributable to termination. CONTRACTOR shall not be paid for work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

15.2. Termination for convenience under this section shall not prejudice any other right or remedy of CAPCOG or CONTRACTOR.

Sec. 16. Dispute Resolution

16.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Sec. 15, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Sec. 16.

16.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

16.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

16.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Sec. 17. Notice to Parties

17.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 17.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 17.2.

17.2. CAPCOG's address is 6800 Burluson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director. CONTRACTOR's address is _____.
A party may change its address by providing notice of the change in accordance with Sec.17.1.

Attachments

18.1. The following Attachments are part of this Contract:

- A. Certifications
 - 1. Signed Certification of Compliance with Small, Disadvantaged, Minority, Women-Owned, and Historically Underutilized Business Requirements
 - 2. Signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower-Tier Covered Transactions
 - 3. Signed Certification Regarding Lobbying
 - 4. Conflict of Interest Questionnaire
 - 5. Sample Certificate of Interested Parties Form 1295 (to be completed online)

ATTACHMENT: Certifications

CERTIFICATION OF COMPLIANCE WITH SMALL, DISADVANTAGED, MINORITY, WOMEN-OWNED, AND HISTORICALLY UNDERUTILIZED BUSINESS POLICY

The undersigned certifies on behalf of the Contractor or Subcontractor that he or she has read Article VI of CAPCOG's Procurement Policy, "Small, Disadvantaged, Minority, Women-Owned and Historically Underutilized Businesses: Federal Assistance or Contract Procurement Requirements," a copy of which is attached to this Exhibit. In addition, the Contractor or Subcontractor agrees to make and demonstrate a good faith effort to include small and minority businesses, women's business enterprises, and labor surplus area firms' participation under a contract in accordance with federal procurements requirements of 2 CFR §200.321. A good faith effort must include the following affirmative steps:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation list;
- 2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. comply with that policy if it procures goods or services with funds made available under this contract.

Contractor or Subcontractor

By _____

Name and Title

Date _____

CAPCOG'S AFFIRMATIVE ACTION PROCUREMENT POLICY

Small, Disadvantaged, Minority, Women-owned and Historically Underutilized Businesses: Federal Assistance or Contract Procurement Requirements

PART A: POLICIES

6-101 Policy Statement:

It shall be the policy of CAPCOG to assist small, DBE, MBE, women-owned businesses and HUBs in learning how to do business with CAPCOG. It shall be the further policy of CAPCOG that these sources shall have the maximum feasible opportunity to compete.

6-102 Bidder/Offeror Statement:

Every solicitation for procurement must require that each bidder or offeror include a statement that the bidder or offeror will comply with this Policy.

6-103 To ensure that CAPCOG's policy to assure that small, MBEs, DBEs, women-owned businesses, and HUBs are utilized, CAPCOG and its contractors and subcontractors should take the following affirmative steps:

1. Include qualified small, MBEs, DBEs, women-owned businesses, and HUBs on the Bidders' List. State lists may be utilized to locate such businesses by contacting the General Services Commission;
2. Assure that small, MBEs, DBEs, women-owned businesses, and HUBs are solicited whenever they may be potential sources. In this regard, CAPCOG should investigate new sources and advertise when feasible in minority publications;
3. When economically feasible, and where not in contravention of competitive bidding requirements, CAPCOG should divide the total requirements into smaller tasks or quantities so as to permit maximum small, MBE, DBE, women-owned businesses and HUB participation;
4. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, the Minority Business Development Agency in the Department of Labor, the Texas General Services Commission and other similar agencies for locating such businesses;
5. Require that prime contractors take affirmative and meaningful steps towards retaining small, MBE, DBE, women-owned businesses and HUB subcontractors;
6. Procure goods and services from labor surplus areas;
7. If feasible, establish delivery schedules that encourage small, MBEs, DBEs, women-owned businesses, and HUBs to participate; and,
8. Advertise, at least annually, in a newspaper of general circulation for small, MBEs, DBEs, women-owned businesses and HUBs to be added to the Bidders' List.

6-104 For such affirmative steps to be meaningful, CAPCOG should review all solicitations, offers and bids to confirm that such affirmative action steps have been taken. In addition, steps should be

taken to ensure that once a contract is awarded to a small, MBE, DBE, women-owned business, and/or HUB, or that the award is given to a contractor with such a subcontractor, that such business is retained during the entire performance of the contract.

- 6-105 Failure of a contractor to take meaningful affirmative steps at soliciting and retaining small, MBEs, DBEs, women-owned businesses and HUBs may be considered as a factor in evaluating future bids under non-compliance with public policies; however, this factor may not be a consideration in procurements involving purely state or local funds as Texas law requires awards to be made to the lowest responsible bidder.
- 6-106 For procurements costing more than \$3,500 but less than \$50,000 the Division Director shall contact at least two HUBs on a rotating basis, based on information provided by the Texas General Services Commission. If the list fails to identify a historically underutilized business in the area, the CAPCOG is exempt from this section.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR LOWER-TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this Certification, the lower-tier participant (the "Contractor" or "Subcontractor") is providing the certification set out below.
2. This certification is a material representation of fact upon which reliance was placed when the contract was signed. If it is later determined that the Contractor or Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. The Contractor or Subcontractor shall provide immediate written notice to CAPCOG if at any time the Contractor or Subcontractor learns that its certification was erroneous when signed or has become erroneous because of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Certification, have the meanings set out in the Definitions and Coverages sections of regulations implementing Executive Order 12549. You may contact CAPCOG for assistance in obtaining a copy of those regulations.
5. The Contractor or Subcontractor agrees not to knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participating in this contract, unless authorized by the department or agency with which this transaction originated.
6. The Contractor or Subcontractor also agrees to include this Certification without modification in all lower-tier covered transactions and solicitations for lower-tier covered transactions.
7. The Contractor or Subcontractor may rely upon the certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Contractor or Subcontractor may decide the method and frequency by which it determines the eligibility of its principals. The Contractor or Subcontractor may, but is not required to, check the Nonprocurement List.
8. Paragraph 7 does not require establishment of a system of records in order to render in good faith the required Certification. The knowledge and information of the Contractor

or Subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5, if the Contractor or Subcontractor knowingly enters into a lower-tier covered transaction with a person who is debarred, suspended, ineligible, or voluntarily excluded from participating in this contract, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue any available remedies, including suspension and/or debarment.

Certification

The Contractor or Subcontractor certifies, by participating in this contract, that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency.

If the Contractor or Subcontractor is unable to certify to any of the statements in this Certification, the Contractor or Subcontractor shall furnish CAPCOG a written explanation of its inability.

Contractor or Subcontractor

By _____

Name and Title

Date _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee or a member of Congress in connection with the award of any federal contract, the making of any federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit to CAPCOG Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that this Certification be included in all subcontracts under this contract, and that all subcontractors sign and submit to CAPCOG the Certification.

Contractor or Subcontractor

By _____

Name and Title

Date _____

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; margin-left: 100px;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="margin-left: 100px;">_____</p> <p style="margin-left: 100px;">Signature of vendor doing business with the governmental entity</p> <p style="margin-left: 400px;">_____</p> <p style="margin-left: 400px;">Date</p>		

Adopted 8/7/2015

CERTIFICATE OF INTERESTED PARTIES		FORM 1295		
		1 of 1		
<p>Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.</p>		OFFICE USE ONLY		
<p>1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Everbridge, Inc. Pasadena, CA United States</p>		<p>CERTIFICATION OF FILING Certificate Number: 2018-371102 Date Filed: 06/21/2018 Date Acknowledged: 06/25/2018</p>		
<p>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Capital Area Council of Governments</p>				
<p>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 2018 Everbridge_RNS Mass Notification System</p>				
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	ABS Ventures IX, LP	Waltham, MA United States		X
	Ellertson, Jaime	Boston, MA United States		X
<p>5 Check only if there is NO Interested Party. <input type="checkbox"/></p>				
<p>6 UNSWORN DECLARATION</p> <p>My name is _____, and my date of birth is _____.</p> <p>My address is _____, _____, _____, _____, _____. <small>(street) (city) (state) (zip code) (country)</small></p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____. <small>(month) (year)</small></p> <p style="text-align: center;">_____</p> <p style="text-align: center;"><small>Signature of authorized agent of contracting business entity (Declarant)</small></p>				

SAMPLE