

Harwich Affordable Housing Trust

Monday, June 29, 2020 – 2:00 PM

Griffin Room, Town Hall, 732 Main Street, Harwich

This meeting will be held VIA REMOTE PARTICIPATION.

Access is available through GoToMeeting.com and this will be live on Channel 18

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/601466701>

You can also dial in using your phone.

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Access Code: 601-466-701

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I. Call to Order Pursuant to Governor Baker’s March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §20, and the Governor’s March 15, 2020 Order imposing strict limitations on the number of people that may gather in one place, this meeting of the Harwich Affordable Housing Trust is being conducted via remote participation. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings as provided for in the Order. A reminder that persons who would like to listen or view this meeting while in progress may do so by logging in or calling in as specified above on this agenda.

II. Public Meeting

- a. Discussion and possible vote for funding for the Housing Authority Rental Assistance Program until their CPC funding can be acted upon – presented by Don Howell
- b. Discussion and possible vote on authorizing Town Staff to solicit a Request for Proposal for Housing Coordinator Services – presented by Charleen Greenhalgh, Town Planner and/or Don Howell

III. Other Business

IV. Next Meeting Date

V. Adjournment

** Per the Attorney General’s Office: The Board of Selectman may hold an open session for topics not reasonably anticipated by the Chair 48 hours in advance of the meeting following “New Business.” If you are deaf or hard of hearing or a person with a disability who requires an accommodation, contact the Selectmen’s Office at 508-430- 7513.*

Authorized Posting Officer:

Posted by:

Charleen Greenhalgh

Date:

Charleen Greenhalgh

From: Don Howell
Sent: Tuesday, June 23, 2020 3:16 PM
To: Charleen Greenhalgh
Subject: Fwd: RE: Harwich Rental Assisatance

Hi Charleen,

Sorry for the delay, but this was like a trip to the dentist.

It appears that the HHA needs \$12,600 per rental buy down per person. And they won't let anyone get certified for it unless they have the whole 3 year amount committed up front. Soooo, we need to agenda this as funding for the Housing Authority Rental Assistance Program until their CPC funding can be acted upon. The funding level requested is in multiples of \$12,600 per individual.

The meeting itself should be less than a half hour.

Thanks,

Don

----- Forwarded Message -----

Subject: RE: Harwich Rental Assisatance
Date: Tue, 23 Jun 2020 18:47:41 +0000
From: Kim Bourgea <kim@hech.org>
To: Don Howell (<dhowell@townofharwich.us>) <dhowell@townofharwich.us>

Hey Don,

To be clear the housing authority rental assistance program would need approximately \$12,600 (\$350 per month for 3 years) to fund at least one applicant on our waitlist until funds are potentially released in October after Town meeting.

*** The HECH office is currently closed for all walk-ins/ appointments. If you need to contact HECH please call or email ***

Thanks,
Kim

Kimberly Bourgea,
Director of Housing Programs & Strategic Initiatives
Harwich Ecumenical Council for Housing
120 Route 28, PO Box 638
West Harwich MA 02671
Phone: 508-432-0015 x 109 • Fax: 508-258-3288
Email: kim@hech.org | Web: www.hech.org



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From: Kim Bourgea
Sent: Thursday, June 04, 2020 1:35 PM
To: Don Howell (dhowell@townofharwich.us)
Subject: FW: Harwich Rental Assisatance

Hey Don,

Below are the rental assistance program numbers, I am still waiting to hear from Tracy regarding the admin fee.

*** The HECH office is currently closed for all walk-ins/ appointments. If you need to contact HECH please call or email ***

Thanks,
Kim

Kimberly Bourgea,
Director of Housing Programs & Strategic Initiatives
Harwich Ecumenical Council for Housing
120 Route 28, PO Box 638
West Harwich MA 02671
Phone: 508-432-0015 x 109 • Fax: 508-258-3288
Email: kim@hech.org | Web: www.hech.org



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From: Tracy Cannon [<mailto:tracy@chathamha.org>]
Sent: Friday, May 29, 2020 11:12 AM
To: Kim Bourgea
Subject: Harwich Rental Assisatance

Hi Kim – as per our phone conversation today, my current applicants for the Rental Assistance Program total 7. The maximum is \$350.00 per month for a maximum of 3 years. To cover those seven applicants (based on them needing the full amount) we would require a total of \$88,200.00.

Please let me know if you need any further information, and thanks for you help.

Tracy

Tracy Cannon
Rental Assistance Coordinator
Chatham and Harwich Housing Authorities

email: tracy@chathamha.org

Phone: 508-945-0478

Fax:508-945-5666

Request for Proposals (RFP)

***Housing Coordinator
Consultant Services***

Town of Harwich, MA

**Proposals Due July XX, 2020 by 2:00 PM
Late Proposals Will Be Rejected**

The Town of Harwich reserves the right to reject any or all proposals.

REQUEST FOR PROPOSALS
HOUSING COORDINATOR CONSULTANT SERVICES

The Town of Harwich, an Equal Opportunity Employer, is seeking proposals from qualified interested parties to provide professional Housing Consultant services for the duration of Fiscal Year 2021 through Fiscal Year 2023 at the sole discretion of the Town. The total cost including fee and reimbursable expenses for this project shall not exceed \$30,000 in FY21, \$30,000 in FY22 and \$30,000 in FY23 subject to appropriation.

The Town's existing Protective (Zoning) By-Laws and housing production plan are available on-line should a Vendor wish to review them prior to submitting a proposal.

The Contractor shall be responsible for hiring and managing a staff person to provide a range of housing related services. These services shall include but are not limited to the following:

- A. **Office Hours** – provide an established seven (7) hour day per week (during regular business hours) open (and upon request) hours in Town Hall to assist residents, to perform job duties, and provide information on housing related issues as provided in the Scope of Work (Section 3). Information may include, but is not limited to:
 - a. Buy-down programs
 - b. Down payment assistance programs
 - c. Rental subsidy programs
 - d. Preservation of ownership units (mortgage refinancing, housing rehab, etc.)
 - e. Resale of affordable ownership units
 - f. Referrals to housing providers and homeless prevention services
 - g. General housing-related information
- B. **Provide support to town and town housing-related committees as directed by the Affordable Housing Trust.** Services may include:
 - a. Attend meetings
 - b. Serve as resource to Committee
 - c. Identify and develop materials and resources for committee meetings
 - d. Manage follow-up
 - e. Draft Zoning Bylaws for the creation of a variety of housing options, including affordable housing.
 - f. Develop and hold workshops/public input sessions to gauge resident's preferred design, density, and development for future community housing
- C. **Monitor existing units on town's Subsidized Housing Inventory (SHI).** Duties to include:
 - a. Maintain a database of affordable units eligible to be on the SHI
 - b. Maintain a dossier for each eligible property
 - c. Maintain deeds with affordable housing restrictions for each property
 - d. Develop a strategy for preventing loss of units on SHI
- D. **Develop a plan for future collaboration in housing production and preservation among the towns of Brewster, Harwich, Harwich and Orleans**

- E. Identify and procure consultants to complete additional tasks such as:**
- a. Identifying and vetting potential properties for housing development
 - b. Conducting affordable housing lotteries
 - c. Engaging community stakeholders to support housing initiatives

PROJECT SCHEDULE

The contract term for the Coordinator shall run from the date of the executed contract until June 30, 2023, subject to appropriations.

EVALUATION CRITERIA

NON-PRICE PROPOSAL

All non-price (technical) proposals will be evaluated based upon two sets of criteria – minimum and comparative. Each proposal must address each of the points under the minimum and comparative evaluation criteria.

1. MINIMUM EVALUATION CRITERIA

Each proposal must meet all the following criteria in order to be considered for further evaluation:

- A) The proposer shall provide three (3) activities or projects over the last three (3) years related to this bids scope of work.
- B) Types of Housing Consulting previously produced, and models used for data gathering and analysis.
- C) The proposer shall also provide three (3) professional references and demonstrate knowledge of housing in Massachusetts.
- D) Required attachments are included (see Proposal Requirements).

2. COMPARATIVE EVALUATION CRITERIA

The following ratings will be used to measure the relative merits of each proposal that has met the Minimum Evaluation Criteria established above. Those proposals that do not meet the Minimum criteria will be judged Unacceptable.

- Highly Advantageous (HA) as the highest rating.
- Advantageous (A) as the second highest rating.
- Not Advantageous (NA) as the third highest rating and minimum acceptable.
- Unacceptable (U) lowest rating and below the threshold for minimum acceptable.

The following comparative criteria will be used in evaluation proposals:

- A. The ability, capacity and skill of the Consultant to perform the Contract or provide the service required;
- (1) HA- *Very confident* in the ability, capacity, and skill of the consultant to perform the Contract or provide the service required.
 - (2) A- *Confident* in the ability, capacity, and skill of the consultant to perform the Contract or provide the service required.
 - (3) NA- *Only somewhat confident* in the ability, capacity, and skill of the consultant to perform the Contract or provide the service required.
 - (4) U- *No confidence* in the ability, capacity, and skill of the consultant to perform the Contract or provide the service required.
- B. Whether the Consultant can perform the Contract within the time specified;
- (1) HA- Evidence the Consultant was able to complete *all* previous Contracts within the time specified.
 - (2) A- Evidence the Consultant was able to complete *a majority of* previous Contracts within the time specified.
 - (3) NA- Evidence the Consultant was able to complete *some* previous Contracts within the time specified.
 - (4) U- *No evidence* the Consultant was able to complete previous Contracts within the time specified.
- C. The quality of performances by the Consultant of previous and similar Contracts;
- (1) HA- Consultant provides evidence of quality performance and experience simultaneously supporting *regional* Contracts and *regional* outreach.
 - (2) A- Consultant provides evidence of quality performance and experience simultaneously supporting *more than one municipal* Contract and outreach for *more than one municipality*.
 - (3) NA- Consultant provides evidence of quality performance and experience during *single municipal* Contracts and outreach for *a single municipality*.
 - (4) U- Consultant *does not* provide evidence of quality performance and experience during municipal Contracts and municipal outreach.
- D. Years of experience for Housing Consultant team;
- (1) HA- Evidence the Consultant team has an average level of *experience of five (5) years or more*.
 - (2) A- Evidence the Consultant team has an average level of *experience of four (4) years or more*.
 - (3) NA- Evidence the Consultant team has an average level of *experience of three (3) years or more*.
 - (4) U- *No evidence* the Consultant team has an average level of experience of three (3) years or more.

Consultants shall furnish acceptable evidence of their ability to perform, such as expertise/experience, equipment, facilities and personnel qualified to perform requested

duties. Refusal to provide such information upon request may cause the proposal to be rejected.

PRICE PROPOSAL

All price proposals must be submitted as a lump sum fee and be inclusive of all services that are required to complete the tasks as outlined in "Attachment A". All price proposals must remain firm through the completion of the first full year of the contract.

The Town will first consider the comparative evaluation criteria and assigns a rating to each proposal. Then and only then the price proposals. The Town is then required to award the contract to the proposal that is most advantageous to the Town taking into consideration the price and the comparative evaluation criteria. This allows the Town of Harwich to award the contract to an offeror who did not necessarily submit the lowest bid.

The Town will not reimburse Consultants for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate the Town to accept or contract for any expressed or implied services. The Town reserves the right to request any Consultant to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the Consultant, and to modify or alter any or all of the requirements herein. In the event of a material modification, Consultants will be given an opportunity to modify their proposal in the specific areas that are affected by the modification.

Proposals may be modified or withdrawn prior to the date and time specified for proposal submission by an authorized representative of the proposer, or by formal written notice.

PROPOSAL REQUIREMENTS

Interested individuals or firms shall submit one (1) original hardcopy and four (4) copies of the Non-Price Proposal and a flash drive containing the entire Non-Price Proposal in PDF format, and one (1) original hardcopy of the Price Proposal. Non-Price Proposals must include the attached **State Taxes Certification Clause** and **Certificate of Non-Collusion**. Non-Price and Price Proposals must be signed and placed in separate sealed envelopes, clearly marked:

"RFP: Housing Coordinator Consulting Services – Non-Price Proposal – 2020"

"RFP: Housing Coordinator Consulting Services– Price Proposal – 2020"

The envelopes must show the name and address of the individual making the submission.

Proposals should not be permanently bound and the use of plastic overs, etc. should be minimized for ease of recycling. The use of 3-ring binders which can be re-used is encouraged.

Alternatively, the proposed may be submitted electronically to cgreenhalgh@town.harwich.ma.us as an attachment in a .pdf format. The transmittal email will serve as the documentation of a timely submittal.

Respondents should submit by mail or by email a written proposal with qualifications on or before July XX, 2020 at 2:00 p.m. to:

**Joe Powers, Interim Town Administrator
732 Main Street
Harwich, MA 02633**

Please note: Due to the COVID19 Public Health Emergency Harwich's Town Offices are currently closed to the public, but secure proposal packages sent via mail/courier services to the 732 Main Street address will be logged in as they are received.

Interviews (which may be conducted virtually subject to the Governor's COVID19 Emergency Order) with selected contractors may be scheduled during the months of July and August at the convenience of the Affordable Housing Trust and/or the Town Administrator. Contract award and notification will be within forty-five (45) days after receipt of proposals unless the time for award is extended by mutual consent of the parties.

QUESTIONS/CLARIFICATIONS REGARDING REQUEST FOR PROPOSALS

No oral interpretations will be made to any potential respondent as to the meaning of any requirements specified with this Request for Proposal. In preparing its proposal, the Consultant shall rely only on what has been communicated in writing, and no oral communication shall become the basis for any subsequent protest of the selection process. No questions, written, or emailed, will be answered after the close of business on July XX, 2020. Any technical questions pertaining to this RFP should be directed to:

Charleen Greenhalgh
Town Planner
732 Main Street
Harwich, MA 02645
cgreenhalgh@town.harwich.ma.us

Questions via email are encouraged over regular mail due to the COVID-19 Emergency.

Following the closure of questions on July XX, 2020 a single response will be prepared for all questions received and circulated to all recipients of this RFP.

ATTACHMENT A**Housing Coordinator Consultant Services– RFP**

The Contractor shall be responsible for hiring and managing a staff person to provide a range of housing related services. These services shall include but are not limited to the following:

- A. **Office Hours** – provide an established seven (7) hour day per week (during regular business hours) open (and upon request) hours in the Town Office Annex to assist residents, to perform job duties, and provide information on housing related issues as provided in the Scope of Work (Section 3). Information may include, but is not limited to:
 - a. Buy-down programs
 - b. Down payment assistance programs
 - c. Rental subsidy programs
 - d. Preservation of ownership units (mortgage refinancing, housing rehab, etc.)
 - e. Resale of affordable ownership units
 - f. Referrals to housing providers and homeless prevention services
 - g. General housing-related information
- B. **Provide support to town and town housing-related committees as directed by Town Administration.** Services may include:
 - a. Attend meetings
 - b. Serve as resource to Committee
 - c. Identify and develop materials and resources for committee meetings
 - d. Manage follow-up
 - e. Draft Zoning Bylaws for the creation of a variety of housing options, including affordable housing.
 - f. Develop and hold workshops/public input sessions to gauge resident’s preferred design, density and development for future community housing
 - g. Develop a Community Action Plan
- C. **Monitor existing units on town’s Subsidized Housing Inventory (SHI).** Duties to include:
 - a. Maintain a database of affordable units eligible to be on the SHI
 - b. Maintain a dossier for each eligible property
 - c. Maintain deeds with affordable housing restrictions for each property
 - d. Develop a strategy for preventing loss of units on SHI
- D. **Develop a plan for future collaboration in housing production and preservation among the towns of Brewster, Harwich, Harwich and Orleans**
- E. **Identify and procure consultants to complete additional tasks such as:**
 - a. Identifying and vetting potential properties for housing development
 - b. Conducting affordable housing lotteries
 - c. Engaging community stakeholders to support housing initiatives

TOWN OF HARWICH

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

(Signature of individual submitting bid or proposal)

(Name of Business)

TOWN OF HARWICH

REVENUE ENFORCEMENT AND PROTECTION STATEMENT

“Pursuant to M.G.L., Chapter 62C, §29A, I hereby certify under the penalties of perjury that _____, to my best knowledge and Belief, has filed all Massachusetts tax returns and paid all Massachusetts taxes required Under law.”

**Social Security Number
OR
Federal Identification Number

*Signature of Individual or Corporate Name

By:
Corporate Officer (if applicable)

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your Social Security Number or Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G/L/ 62C S.49 A.

**CERTIFICATE OF AUTHORITY
(Corporations Only)**

At a duly authorized meeting of the Board of Directors of _____
Name of Corporation

it was VOTED that _____ of this company is
Name and Title

authorized to execute contracts and bonds in the name of and on behalf of this company, and
affix its corporate seal hereto; and such execution of any contract obligation in this company's
name and on its behalf, said obligation to be valid and binding upon this company.

A True Copy Attested,

Company Name: _____

Address: _____

Name & Title of Signatory: _____

Date: _____

I hereby certify that I am the clerk of _____; that the above
Name of Corporation
vote has not been amended or rescinded and remains in full force and effect as of the date of
this contract.

Name of Clerk: _____

Corporate Seal

AGREEMENT FOR TOWN OF HARWICH

The following provisions shall constitute an Agreement between the Town of Harwich, acting by and through its Affordable Housing Trust, hereinafter referred to as "Town," and
”, and

[“Contractor”]

[Contact Name for Responsible Person]

[Address of the Contractor]

[Telephone Number]

[Fax Number]

[Email Address]

In consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE 1: SCOPE OF WORK:

The Contractor shall perform all work and furnish all services necessary to provide the Town with _____, including the scope of services set forth in Attachment A.

ARTICLE 2: TIME OF PERFORMANCE:

The Contractor shall complete all work and services required hereunder commencing _____, 2020 through June 30, 2023

ARTICLE 3: COMPENSATION:

The Town shall pay the Contractor for the performance of the work outlined in Article 1 above the contract sum of \$_____. The Contractor shall submit monthly invoices to the Town for services rendered, which will be due 30 days following receipt by the Town.

ARTICLE 4: CONTRACT DOCUMENTS:

The following documents form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein:

1. This Agreement.
2. Amendments, or other changes mutually agreed upon between the parties.
3. All attachments to the Agreement.

In the event of conflicting provisions, those provisions most favorable to the Town shall govern.

ARTICLE 5: CONTRACT TERMINATION:

The Town may suspend or terminate this Agreement by providing the Contractor with ten (10) days written notice for the reasons outlined as follows:

1. Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement.
2. Violation of any of the provisions of this Agreement by the Contractor.
3. A determination by the Town that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Agreement.

Either party may terminate this Agreement at any time for convenience by providing the other party written notice specifying therein the termination date which shall be no sooner than thirty (30) days from the issuance of said notice. Upon receipt of a notice of termination from the Town, the Contractor shall cease to incur additional expenses in connection with the Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date as determined by the Town. Such payment shall not exceed the fair value of the services provided hereunder.

ARTICLE 6: INDEMNIFICATION:

The Contractor shall defend, indemnify and hold harmless the Town and its officers, agents, and all employees from and against claims arising directly or indirectly from the contract.

Contractor shall be solely responsible for all local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and income tax laws. Further, the Contractor shall defend, indemnify and hold harmless the Town with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Agreement. This shall not be construed as a limitation of the Contractor's liability under the Agreement or as otherwise provided by law.

ARTICLE 7: AVAILABILITY OF FUNDS:

The compensation provided by this Agreement is subject to the availability and appropriation of funds.

ARTICLE 8: APPLICABLE LAW:

The Contractor agrees to comply with all applicable local, state and federal laws, regulations and orders relating to the completion of this Agreement. This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

ARTICLE 9: ASSIGNMENT:

The Contractor shall not make any assignment of this Agreement without the prior written approval of the Town.

ARTICLE 10: AMENDMENTS:

All amendments or any changes to the provisions specified in this Contract can only occur when mutually agreed upon by the Town and Contractor. Further, such amendments or changes shall be in writing and signed by officials with authority to bind the Town. No amendment or change to the contract provisions shall be made until after the written execution of the amendment or change to the Contract by both parties.

ARTICLE 11: INDEPENDENT CONTRACTOR:

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose.

ARTICLE 12: INSURANCE:

The Contractor shall be responsible to the Town or any third party for any property damage or bodily injury caused by it, any of its subcontractors, employees or agents in the performance of, or as a result of, the work under this Agreement. The Contractor and any subcontractors used hereby certify that they are insured for workers' compensation, property damage, personal and product liability. The Contractor and any subcontractor it uses shall the amounts here indicated.

- 1) General Liability of at least \$1,000,000 Occurrence/\$3,000,000 General Aggregate. The Municipality should be named as an "Additional Insured". Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B with a limit of \$1,000,000
- 4) Builders' Risk Property Coverage for the full insurable value. It should include "All Risk" insurance for physical loss or damage including theft.
- 5) Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.
- 6) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. The Municipality should be named as an Additional Insured.
- 7) Architects and Engineers Professional Liability (applicable for any architects or engineers involved in the project) of at least \$1,000,000/occurrence, \$3,000,000 aggregate.

Prior to commencement of any work under this Agreement, the Contractor shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ARTICLE 13: SEVERABILITY:

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

ARTICLE 14: ENTIRE AGREEMENT:

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

ARTICLE 15: COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.

IN WITNESS WHEREOF the parties have hereto and to two identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Harwich by:

The Contractor by:

Date

Date

Print Name & Title

Print Name & Title

Certified as to
Appropriate/Availability of Funds:

Town Accountant Date

| | | |
|--|--|---|
| Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service | <h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin:0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p> | Give Form to the requester. Do not send to the IRS. |
| See Specific Instructions on page 8. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): |
| | <input type="checkbox"/> Individual/sole proprietor or single-member LLC | Exempt payee code (if any) |
| | <input type="checkbox"/> C Corporation | Exemption from FATCA reporting code (if any) |
| | <input type="checkbox"/> S Corporation | (Applies to accounts maintained outside the U.S.) |
| | <input type="checkbox"/> Partnership | |
| | <input type="checkbox"/> Trust/estate | |
| | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ | |
| | <input type="checkbox"/> Other (see instructions) ▶ | |
| | 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| | 7 List account number(s) here (optional) | |
| Part I Taxpayer Identification Number (TIN) | | |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. | | |
| Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. | | |
| Part II Certification | | |
| Under penalties of perjury, I certify that: | | |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and | | |
| 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and | | |
| 3. I am a U.S. citizen or other U.S. person (defined below); and | | |
| 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. | | |
| Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. | | |
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
| General Instructions | | |
| Section references are to the Internal Revenue Code unless otherwise noted. | | |
| Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . | | |
| Purpose of Form | | |
| An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. | | |
| <ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. | | |
| If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later. | | |

CONTRACT CHECKLIST

Initials

- 1. Certificate of Non-collusion _____
- 2. Revenue Enforcement and Protection Statement _____
- 3. Certification of Signatures _____
 - For Corporation: need President’s signature or Clerk’s Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
 - For LLC: need Manager signature
- 4. Insurance Certificate _____
(showing Town as additional insured)
 - Matches amount of insurance required under contract
- 5. Signed by Contractor _____
 - Matches certification by Corp officer of authority.
- 6. Certificate of Good Standing from Secretary of State _____
- 7. Signed and Executed W9 _____

Contract Reviewed by: _____

Signature

Name, Title