



City of Norwich

Department of Finance – Purchasing Agent
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Norwich, CT 06360

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Request for Proposals

RFP 26-30

The Purchasing Agent, City of Norwich will receive proposals for **Real Estate Brokerage Services** until **2:00 P.M. prevailing time on November 18, 2025** at which time they will be opened on the Procurement website and be available to view. All bids are to be submitted via the City of Norwich Procurement Portal at the following website:

[City of Norwich Procurement Portal](#)

The project documents may be downloaded from the following website:

[City of Norwich Procurement Portal](#)

Addenda, if any, will be posted on the website listed above. All bidders, prior to submitting their bids, should check the websites to ensure they have received all issued addenda.

The City of Norwich reserves the right to reject and all bids, in whole or in part, to waive minor irregularities in the bidding and to award the bid to other than the low bidder if deemed in the best interest of the City.

No Bidder may withdraw its bid within sixty (60) days of the bid opening date. Should there be reason why the contract cannot be awarded within the specified time, the time may be extended by mutual agreement between the City and the designated, qualified low bidder.

All final awards of the bid shall be in compliance with the City of Norwich Code of Ordinances §7-46 – Delinquent Tax Setoff Against Money Due Bidder or Contractor.

All bidders must submit bids/proposals through the City Procurement Portal.

Responding bidders must ensure that employees and applicants for employment are not discriminated against because of their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to blindness, unless it is shown by such bidder that such disability prevents performance of the work involved.

Robert R. Castronova
Purchasing Agent

PROPOSAL INSTRUCTIONS
RFP 26-30
Real Estate Brokerage Services

The following instructions and specifications shall be observed by all proposers:

Time and Place of Bid Opening

Proposals will be received on **November 18, 2025 at 2:00 P.M.** online at:

<https://norwichct.bonfirehub.com/portal/?tab=openOpportunities>

Proposals will not be allowed after the time and date of the opening.

Availability of Documents

Vendors are advised that all documents relative to this project are only available online at the following web address:

<https://norwichct.bonfirehub.com/portal/?tab=openOpportunities>

Addenda

If additional information becomes available or changes are made to the documents, an addendum will be issued not later than 5 days prior to the opening date. All addenda shall become part of the Contract Documents.

It is incumbent on the Vendor to ensure that it has received all issued addenda by checking the websites listed above. Failure of any Vendor to receive any such addendum shall not relieve it of the obligations under its proposal.

Notice of any addendum will be posted on the following website:

<https://norwichct.bonfirehub.com/portal/?tab=openOpportunities>

Questions

Questions regarding this bid must be submitted through the Procurement Portal at:

<https://norwichct.bonfirehub.com/portal/?tab=openOpportunities>

no later than **November 11, 2025 at 5:00 PM EST**. Answers will be provided no later than the end of business 5 days prior to the bid opening.

Instructions

Proposals must be submitted to the City of Norwich Procurement portal at:

<https://norwichct.bonfirehub.com/portal/?tab=openOpportunities>

Proposals will not be accepted by mail, in person or by email.

All forms and associated documents must be uploaded through the procurement portal.

Sales and Use Tax

Vendors are reminded that the Connecticut State Sales and Use Tax and associated Federal taxes are not applicable under this contract, and therefore these taxes are not to be included in the price.

Under the terms of Connecticut Agencies Regulations §12-426-18, Contractors and Subcontractors, the contractor may purchase materials and supplies as are to be installed or placed in projects being performed under these contracts and will remain in such projects after completion, including tangible personal property that remains tangible personal property after its installation or placement, without payment of the tax and shall not charge any such exempt organization or agency any sales or use tax thereon.

Definitions

For the purposes of these documents:

The word "City" means the City of Norwich, CT.

The word "Proposer" or "Vendor" refers to the party or parties submitting a proposal to perform the work to be done or materials to be furnished under the Contract; the legal representatives of such party or parties.

Certificate in Good Standing

Any corporation whose proposal is being considered for acceptance by the City may be required, if requested, to provide a "Certificate of Good Standing" from the Office of the Secretary of State for Connecticut.

Acceptance/Rejection of Proposals

The City may reject proposals which are incomplete, conditional, obscure, contain additions not called for, erasures or corrections not initialed, or which contain alterations or irregularities of any kind. The City may rightfully waive informalities. Determination of the best interest of the City shall include consideration of active or pending civil litigation between the City and any firm (or its subcontractors or suppliers) submitting a proposal to the City.

Withdrawal of Proposal Submitted

Any bid may be withdrawn prior to the designated date and time for receipt of proposals. Proposals may be withdrawn ninety (90) days after the opening if no award has been made by the City. If the City does not award a contract within ninety (90) days after the opening, all proposals will be null and void, except this time may be extended by mutual agreement of the City and the selected vendor.

Award Execution

The firm whose proposal is accepted will be issued a "Notice of Award." The Vendor will be required to execute the "Notice of Award," and provide a certificate of insurance that meets the requirements in section 15 of the Standard Bid Contract Terms and Conditions, within ten working days from the date the Notice of Award is issued.

Freedom of Information

All proposals shall be made available for public inspection, in accordance with the provisions of Connecticut General Statutes § 1-210, Freedom of Information. Copies of any information resulting from any proposal opening are generally not available until a contract has been awarded or a purchase order issued.

Non-Collusion

The individual signing the proposal hereby declares that no person or persons other than members of its organization are interested in this proposal or in the contract proposed to be taken; that it is made without any connection to any other person or persons submitting a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting on behalf of or employed by the City of Norwich is directly or indirectly interested in the supplies or work to which they relate or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.

By submitting a bid to this RFP, the vendor certifies they are not on a state or federal debarment or suspended list and are not prohibited from performing any state or federal work.

**REQUEST FOR
PROPOSALS FOR
REAL ESTATE BROKERAGE SERVICES**

Overview

The City of Norwich, CT is soliciting proposals from qualified, real estate brokers to assist with the sale of City-owned, selected real properties. It is the intent of this Request for Proposals to have the successful broker enter into a professional services contract with the City to provide real estate services as outlined in this RFP.

The City is seeking brokers with experience in marketing and selling properties for owners with diverse portfolios of properties to best position selected properties in its small inventory. The broker should have some familiarity with laws and practices applicable to municipal real estate matters, including relevant local land use and zoning controls for properties.

It should be noted that the overwhelming majority of the properties will be residential, however there may occasionally be commercial property.

1. Scope of Work

The selected firm will be responsible for assisting the City with brokerage services, representing the City's interest in marketing and negotiating sales contracts for assigned real estate properties and potentially providing other real estate related services as requested.

The successful respondent shall agree to contract with the City to provide the following:

Advice regarding building and property valuation for sale;

Strategic planning for property sale;

Progress updates and maintain timely telephone and e-mail contact with assigned staff when there are active interests and transactions.

In addition, the successful respondent may also be required to:

- Make presentations at public meetings;
- Consult with City Corporation Counsel on real property deed restrictions and/or conditions (e.g., easements, covenants, etc.)
- Handle all other customary activities and services associated with real estate transactions. This includes, but is not limited to, installing and maintaining real estate signage on municipal properties listed for sale until the transaction is completed.

Deliverables may include valuation, marketing and strategic planning reports as specified in each task order that may be issued during the term of the agreement.

2. Schedule of Work

The City of Norwich is prepared to issue a Notice to Proceed upon acceptance of the best qualified proposal. The City desires to list its properties no later than one month after the issuance of the Notice to Proceed.

3. If the City Council approves the disposition of a subject property, the City would then enter into a listing agreement with the selected firm based on the rates set out in the proposal.

4. Award Criteria

Proposals will be evaluated and scored based on the following criteria:

a. Commission Structure: Competitiveness of pricing proposal

b. Experience and Qualifications: Demonstrated prior experience with transactions of similar scope and complexity

and the effectiveness of your proposed real estate transaction process in a municipal context

c. Key Personnel and Resources: Demonstrated competence and experience of firm's personnel responsible for performing work and providing services

5. All responsive proposals received will be evaluated. The review will consider the information in the proposals as outlined above. It should be noted that the contract resulting from this RFP will be awarded to the respondent whose proposal is determined to be in the "best interest" of the City. Therefore, the proposal offering the lowest cost may not necessarily be the proposal that is selected for award.

6. The City reserves the right to reject any or all proposals, to waive informalities in the process, provided the informalities do not affect the price, quality or performance, and to accept, modify or reject any item or combination of items. The award will be made to the respondent whose proposal, in the opinion of the City, best takes into consideration all aspects of the respondent's proposal and represents the most beneficial procurement as determined by the City. The City reserves the right to contact any respondent, to conduct interviews or request additional information. In the event that the respondent to whom the award is made does not execute a contract within 30 days from the award, the City may give notice to such respondent of intent to award the contract to the next most qualified respondent, or to call for new proposals.

7. Proposals will be accepted from thoroughly competent, experienced and financially qualified individuals or firms as determined solely by the City. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the respondent and shall be grounds for rejection.

8. This document is not an offer to contract, but is an RFP. Neither the issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City, will commit the City to award a contract to any respondent even if all of the requirements in the RFP are met. The City may modify these requirements in whole or in part and/or seek additional respondents to submit quotations. Only the execution of a written contract will obligate the City in accordance with the terms and conditions contained in such contract.

9. Respondents may be required to make a presentation of their qualifications to the proposal review team.

10. Qualification Requirements/Proposal Format

The proposal should include the following clearly labeled sections to coincide with this RFP:

a. Description of your firm including size of firm, location, number and nature of the professional staff to be assigned to the City.

b. Staff experience and training, including a brief resume for each key person listed. Describe experience (minimum five years previous experience with proven effectiveness) your firm or organization has in pertinent real estate experience.

c. Experience in assisting similar entities, including any and all services for government agencies. List of at least three (3) references where and when your firm provided similar services. Please provide names and telephone numbers of contact persons for each reference.

d. The City is interested in a real estate transaction process that is as publically accessible as possible. Please propose a process and anticipated timeline that includes a discussion of how you intend to market the property, inform and

update City staff and how your proposed process addresses potential issues, conflicts of interest or challenges the City may anticipate in selling municipal property.

- e. Additional services offered through your firm, if any that may be relevant to the sale of property.
- f. The proposed term and fee schedule, including your commission rate and any other costs for selling property and how the rate varies in the event there is another broker involved in the transaction.

The following additional requirements apply:

- The selected consultant must meet all City of Norwich, State and Federal affirmative action and equal employment opportunity practices.
- The selected consultant will be required to maintain insurance coverage considered adequate by the City. Proof of coverage must be submitted in accordance with City standards prior to the start of the negotiation process.
- All documents shall be prepared in a format compatible with City of Norwich standards.

ATTACHMENT B is the City's standard contract and is included for your review. Once an acceptable contract is negotiated and reviewed by the Corporation Counsel, it will be signed by the City Manager. The successful respondent will be expected to commence services immediately upon execution of a contract.

All costs incurred in the preparation and presentation of this Qualification shall be wholly absorbed by the respondent.

The right is reserved by the City of Norwich to reject any or all submittals, to waive any informalities or defects in submittals, to obtain such supplemental information as may be necessary to review submittals and to accept the Request for Qualifications that, in the judgment of the City of Norwich, will be in the City's best interests.

Failure to include any of the above-referenced items in the submitted proposal may be grounds for disqualifying said proposal.

This Request for Qualifications does not commit the City of Norwich to award a contract or to pay any costs incurred in the preparation of a proposal to this request. All proposals submitted in response to this Request for Qualifications become the property of the City of Norwich. The City of Norwich reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, the right to extend the contract for an additional period, or to cancel in part or in its entirety the Request for Qualifications, if it is in the best interests of the City to do so.

ATTACHMENT A

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) ss.
County of _____)

_____, being first duly
sworn, deposes and says that:

- (1) He is (owner, partner, officer, representative or agent) of _____
_____, the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the
attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded,
conspired, connived or agreed, directly or indirectly with any other Bidder, firm or
person to submit a collusive or sham Bid in connection with the Contract for which
the attached Bid has been submitted or to refrain from Bidding in connection with
such Contract, or has in any manner, directly or indirectly, sought by agreement or
collusion or communication or conference with any other Bidder, firm or person to fix
the price or prices in the attached Bid or of any other Bidder, or to fix any overhead,
profit or cost element of the Bid price or the Bid price of any other Bidder or to secure
through any collusion, conspiracy, connivance or unlawful agreement any advantage
against the Owner or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by
any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or
any of its agents, representatives, owners, employees, or parties in interest, including this
affiant.

(Signed) _____

(Title)

Subscribed and sworn to before me
this _____ day of _____ 20____
_____.

(Title)

My Commission expires _____, 20____.

ATTACHMENT B



City of Norwich

100 Broadway
Norwich, CT 06360

Phone: (860)823-3700
Fax: (860)885-2131

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this ____ day of _____ by and between *Contractor, Address*, hereinafter called "**Consultant**" and the City of Norwich, 100 Broadway, Norwich, CT 06360, hereinafter called "**City**." WHEREAS, the City desires to enter into a contract for services, and the Consultant represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the City, therefore this contract is entered into under the following terms and conditions:

The Consultant agrees to perform the services described in Attachment A.

1. TERM OF THE CONTRACT: The start date for this contract shall be *Date* and the term of the contract is for *term* unless terminated by one or both parties before the end date.

2. SERVICE TO BE PERFORMED: The Consultant shall perform the services in accordance with the provisions contained in _____, as specifically stated in the _____ and as may be specifically designated and additionally authorized by the City. Such additional authorizations will be in the form of a Purchase Order. Each Purchase Order shall set forth a specific scope of services, the amount of compensation and the required completion date.

3. CONTRACT DOCUMENTS: The Contract Documents consist of this Agreement, the Standard Bid and Contract Terms and Conditions, the Instructions to Bidders, the Contractor's bid as accepted by the City, the General and Special Conditions of the Work, the Technical Specifications, the drawings and all Addenda attached hereto.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other Contract Documents, the provisions of this Agreement shall prevail.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest edition in effect at the time of receipt of the bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor or any of their consultants, agents or employees from those set forth in the Contract Documents.

4. COMPENSATION: The City shall pay Consultant _____, (\$ _____), in accordance with the provisions contained in the _____, which is attached hereto as Exhibit _____, and incorporated herein as if set forth in full.

5. STANDARD OF CARE: Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances and Consultant shall, at no additional cost to the City, re-perform services, which fail to satisfy the foregoing standard of care.

6. INDEMNIFICATION: Consultant shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting the re-from, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, any sub- Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). Violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Consultant in the performance of the Work; or c). Liens, claims or actions made by the Consultant or any sub- Consultant under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Consultant.

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Connecticut General Statutes as amended from time to time.

7. INDEPENDENT CONSULTANT: Consultant undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The City shall have no right to supervise the methods used, but the City shall have the right to observe such performance. Consultant shall work closely with the City in performing services under this Agreement.

8. PAYMENTS: The City shall pay in full the Contract Sum to the Consultant upon completion of the work listed in Article 2 of this Agreement unless the parties agree otherwise. The City shall pay the Consultant for work performed subject to the specifications of the job and subject to any additions and deductions by subsequent change order provided in the contract documents.

9. COMPLIANCE WITH LAWS: In performance of the services, Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

10. INSURANCE: During the performance of the services under this Agreement, Consultant shall maintain the following insurance policies, and provide originals or certified copies of all policies, and shall be written by an insurance company authorized to do business in Connecticut.

The City requires the Consultant to carry commercial general liability insurance to protect it from loss. The following minimum limits shall be met:

Bodily Injury and Property Damage: \$1,000,000 each occurrence; \$2,000,000 aggregate

Products or Completed Operations: \$1,000,000 each occurrence; \$2,000,000 aggregate and be written with a per project aggregate.

Professional Liability (Errors and Omissions): \$2,000,000 each occurrence

Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City property):

\$1,000,000 combined single limit for each accident

Workers' Compensation: Shall be in accordance with State of Connecticut requirements at the time of Bid. **Umbrella/Excess Liability:** \$2,000,000 each occurrence; \$2,000,000 aggregate and providing coverage over the Commercial General Liability, Commercial Automobile Liability and the Employer Liability section of the Workers Compensation coverage..

The Contractor shall provide the City with a Certificate of Insurance before any work is performed. The City of Norwich, its officers (both elected and appointed), employees, and agents shall be named as additional insured on all policies, except Professional Liability and Workers Compensation, on a primary and non-contributory basis.

All policies, except Professional Liability, shall contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.

In the event that sub-Consultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-Consultants' insurance coverage, arising out of negligent acts, errors or omissions of the sub-Consultants.

Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.

11. CITY'S RESPONSIBILITIES: The City shall be responsible for providing access to all project sites, and for providing project-specific information.

12. TERMINATION OF AGREEMENT

Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the city against loss pertaining to this termination.

Default by Consultant: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Consultant neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Consultant of written notice of such neglect or failure.

13. NONDISCLOSURE OF PROPRIETARY INFORMATION: Consultant shall consider all information provided by City and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of City or in response to legal process.

14. UNCONTROLLABLE FORCES: Neither the City nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event, which results in the prevention, or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15. CONNECTICUT LAW: It is agreed that this contract shall be governed by, construed, and enforced in accordance with the internal laws of the State of Connecticut.

16. VENUE: In the event of litigation, the parties do agree to be contractually bound to submit themselves to the personal jurisdiction of the state courts of Connecticut. The venue for any court proceeding shall be in the Superior Court for the Judicial District for Norwich at Norwich, Connecticut.

17. WAIVER OF JURY TRIAL: CONSULTANT HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND CONSULTANT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE CITY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONSULTANT'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

18. MISCELLANEOUS

Nonwaiver: A waiver by either City or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement. The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

19. SUCCESSORS AND ASSIGNS: The City and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

20. CONTINGENT FEES: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

21. TRUTH-IN-NEGOTIATION CERTIFICATE: Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service.

The said rates and cost shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

22. OWNERSHIP OF DOCUMENTS: Consultant shall be required to work in harmony with other **Consultants** relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the City upon completion for its use and distribution as may be deemed appropriate by the City.

23. FUNDING: This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Council of the City of Norwich in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

24. By accepting the terms of this agreement, the vendor certifies they are not on a state or federal debarment or suspended list and are not prohibited from performing any state or federal work.