

KENT COUNTY WATER AUTHORITY
REQUEST FOR PROPOSAL RELATING TO
PROFESSIONAL ENGINEERING AND ARCHITECTURAL DESIGN CONSULTANT
SERVICES RELATED TO FINAL DESIGN AND CONSTRUCTION OF
NEW OFFICE AND MAINTENANCE FACILITIES

ARTICLE 1. GENERAL:

1.1 **PROJECT DESCRIPTION:**

The work consists of providing directly to the Kent County Water Authority, Professional Engineering and Architectural Design Consultant services to provide final design and contract administration services related to construction of a new office and maintenance facility in the Town of West Greenwich. The consultant shall conduct such tests and investigations as necessary to evaluate Town and State agency permitting requirements.

The work entails all labor, materials and services to complete all phases of the project. This project is all encompassing and includes everything necessary to provide a detailed final design, biddable contract documents and construction cost estimate.

This project is all encompassing and requires varied engineering disciplines to complete the project. The team must be multi-disciplined (geotechnical, structural, architectural, environmental, civil, electrical, and mechanical) with a minimum of 5 years' experience in all aspects of facility design, construction, and project management services.

The proposed Facilities were the subject of a Due Diligence Study in August 2021 which included the evaluation of a viable site for construction of the Facilities and the space and amenities needed to accommodate Kent County Water Authority staff needs. The Due Diligence Study will be made available for review by all prospective respondents and interested parties and is considered an integral component of the RFP documents. The new office and maintenance facilities are to be located at 35 Technology Way and the Assessor's Plat # is 3, Lot 1-11, in proximity to Interstate 95, and centrally located within the Kent County Water Authority's service area in the Town of West Greenwich.

ARTICLE 2. QUALIFICATIONS OF PROPOSERS:

2.1 Proposers may be investigated by Kent County Water Authority to determine if they are qualified to perform the work. All Proposers shall be prepared to submit to Kent County Water Authority, upon request, written evidence of such information and data necessary to make this determination.

- 2.2 The investigation of a Proposer will seek to determine whether the organization is qualified, specifically have relative prior experiences, adequate in size, financially sound, has sufficient personnel in the disciplines required to assure Kent County Water Authority that they can complete the assignment ordered by the Kent County Water Authority within the required timelines. Organizations found to have a history of not completing work on time or meeting deadlines within defined timelines will not be considered.
- 2.3 Proposers shall have direct relevant experience in providing comprehensive professional engineering design, bidding and construction services for operational facilities. Projects closely related to water utility industry operational and maintenance facilities are desirable but not a principal requirement to submit a proposal.
- 2.4 In evaluating Proposals, Kent County Water Authority will consider the qualifications of only those Proposers whose Proposals are in compliance with the prescribed requirements and the Request for Proposal Invitation.
- 2.5 Kent County Water Authority reserves the right to reject any Proposal, or parts thereof, if the evidence submitted by, or the investigation of, such Proposer fails to satisfy Kent County Water Authority that such Proposer is properly qualified to carry out the obligations of the Request for Proposals and any and all assignments from the Kent County Water Authority.
- 2.6 No Proposer may be considered if they are indebted to the Kent County Water Authority for any unresolved issues regarding unpaid invoices issued by the Kent County Water Authority, or services and materials owed to the Kent County Water Authority.
- 2.7 Each and every Proposer shall provide written evidence, at the time of the proposal submission and attached thereto, that they have or will acquire, prior to execution of the work or letter of engagement to the Kent County Water Authority, malpractice, errors and omissions insurance for protection of any and all claims arising out of service to Kent County Water Authority in an amount not less than \$1,000,000 per claim or occurrence with an aggregate amount not less than \$2,000,000.
- 2.7.1 Cost of insurance shall be included in rates proposed to the Kent County Water Authority. Failure to provide written evidence will be grounds for rejection of Proposal.

ARTICLE 3. COPIES REQUEST FOR PROPOSAL DOCUMENTS:

- 3.1 Complete sets of Request for Proposal Documents shall be used in preparing the Proposals. Kent County Water Authority assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Request for Proposal Documents or the Proposer's failure to request clarification of interpretations in writing at the pre-proposal conference.

- 3.2 Kent County Water Authority, in making copies of Request for Proposal Documents available, do so only for the purpose of obtaining proposals for Professional Engineering Services, and do not confer a license or grant for any other use.

ARTICLE 4. INTERPRETATIONS:

- 4.1 Before submitting a Proposal, each Proposer must examine the Request for Proposal Documents thoroughly, and familiarize themselves with all applicable Federal, State and local laws, regulatory requirements and documents including but not limited to:
- 4.1.1 All applicable Federal, State, and local Municipal regulations or codes.
 - 4.1.2 All other documents, regulations, publications and guides necessary to complete the work proposed.
 - 4.1.3 Kent County Water Authority New Office and Maintenance Facilities Due Diligence Study prepared by Vision 3 Architects dated August 2021.
- 4.2 The submission of a Proposal will constitute an incontrovertible representation by the Proposer that they have complied with every requirement standard of this Request for Proposal and all documents contained herein.

ARTICLE 5. INTERPRETATIONS:

- 5.1 All questions about the meaning or intent of the Request for Proposal Documents shall be received in writing by Kent County Water Authority 10 days prior to the pre-proposal conference.
- 5.2 Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be mailed via certified mail, with return receipt requested, to all parties recorded as having received the Request for Proposal Documents and attending the preproposal meeting.
- 5.3 Each Proposer shall be responsible for determining that they have received all Addenda issued and so note in the proposal response cover letter.

ARTICLE 6. PRE-PROPOSAL CONFERENCE:

- 6.1 A pre-proposal conference will be held as described in the advertisement for Request for Proposals to discuss project related concerns.
- 6.2 The Pre-Proposal conference is mandatory for all Proposers. Failure to attend will negate the Proposer's ability to submit a Proposal for consideration.

ARTICLE 7. RECEIPT OF PROPOSALS:

- 7.1 Sealed Proposals for the Request for Professional Engineering and Architectural Design Consultant Services will be received at the time and place indicated in the Request for Proposals invitation.
- 7.2 Kent County Water Authority may consider informal any Proposal not prepared and submitted in accordance with the provisions hereof.
- 7.3 Proposers are cautioned that it is the responsibility of each individual Proposer to assure that their Proposal is in the possession of the responsible official of the Kent County Water Authority prior to the stated time and at the place of the Proposal Opening. Kent County Water Authority is not responsible for Proposals delayed by mail and/or delivery services, of any nature.
- 7.4 All Proposals shall be submitted in a sealed opaque envelope. Clearly indicate on the envelope jacket that it is a Proposal for Professional Engineering Services Related to Final Design and Construction of New Office and Maintenance Facilities. Kent County Water Authority will not be responsible for any envelopes opened that are not clearly marked. (If forwarded by mail, Proposal shall be in a sealed outer envelope marked as described above and shall be enclosed in another "inner" envelope with the notation "PROPOSAL ENCLOSED" on the face.)

ARTICLE 8. MODIFICATION OF REQUEST FOR PROPOSALS:

- 8.1 Proposals may not be modified once received by a Kent County Water Authority representative. Should a Proposer desire to make a modification of the submission prior to the due date and time of the opening, the Proposer must request return of the proposal in writing and the Proposer shall be completely responsible for its resubmission prior to the due date and time, along with all other requirements of this RFP. After the opening of proposals, modifications will not be allowed. However the Kent County Water Authority does reserve the right to negotiate all or parts of the proposal submission if it is in its best interest to do so.

ARTICLE 9. KENT COUNTY WATER AUTHORITY INVOLVEMENT DURING THE PROJECT:

- 9.1 It is clearly understood that the office and field personnel of the Kent County Water Authority will have limited involvement in the Project. The Proposer is required to provide all field services and office services in performing the Professional Engineering and Architectural services to complete the requirements of the project.
- 9.2 Kent County Water Authority will provide all available existing information to the selected consultant for review from existing company sources.

- 9.3 Kent County Water Authority will not provide any field services for the project. The staff of the Kent County Water Authority will assist in data collection on existing Kent County Water Authority records only and not from any other sources. The Executive Director/Chief Engineer will be available to review, in detail, all aspects of the project and assist where necessary but will not provide any office work or fieldwork. Direction will be provided as needed. The intent of this section is to work cooperatively through the entire project, but it is clearly understood that the consultant is responsible for all work, service and costs for the entire project.

ARTICLE 10. SCOPE OF WORK:

10.1 **GENERAL**

The selected Consulting team shall be responsible for providing all labor, materials and services to complete all phases of the project design including but not limited to; site evaluation, geotechnical evaluation, architectural, mechanical, electrical, plumbing, Integrated Technology, preliminary design, final design, contract documents, bidding services and construction administration services. This project is all encompassing and includes everything necessary to completely design for construction of the Kent County Water Authority's new office and operational maintenance facilities. The Proposer is required to review and expand on this Scope of Work in their specific approach to this project to demonstrate the full range of services to be provided. Proposers shall be responsible to respond to all requirements of this Request For Proposal. This section should be considered as an outline of the minimum standards envisioned but the consultant is responsible to ensure all aspects of new office and maintenance facilities concepts are incorporated into their proposal submissions.

10.2 **PRELIMINARY DESIGN:**

10.2.1 Prepare preliminary plans and detailed technical specifications to include all civil, site, mechanical, electrical, renewable energy, IT, structural, HVAC, plumbing and architectural for the envisioned new office and operational maintenance facilities.

10.2.1.1 Specification must also include closure of the existing KCWA facilities located at 1072 Main Street, West Warwick, RI in a manner that facilitates continuity of customer service, billing, and utility operations.

10.2.1.1.1 The specifications must assure that the new office facility infrastructure is fully tested and operational to conduct everyday functions in a manner that allows KCWA staff to leave at the end of the day at the old facilities and arrive at the new facilities the next morning and continue operations without problems or conflict with computer and customer communication processes.

10.2.1.1.2 Transfer and catalog storage of all hard copy files in their proper filing locations either 10 business days before or within 10 business days of occupying the new facilities.

10.2.1.2 Meet with KCWA representatives to review proposed facilities design and operational relocation strategies, discuss comments relative to meeting the envisioned relocation, administrative and operational maintenance needs during the transition. Based on comments revise plans and specifications in the final design phase.

10.2.1.2.1 The facility elements outlined in the Vision 3 New Office and Maintenance Facilities Due Diligence study must be incorporated into the design and bidding documents. Each proposer must address and expand on these elements in their proposal approach for the design services.

10.3 **FINAL DESIGN:**

10.3.1 Prepare final plans and detailed technical specifications to include all civil, site, mechanical, electrical, IT, structural, HVAC, plumbing and architectural for complete construction of the new office and maintenance facilities.

10.3.1.1 Finalize major building structures including sizing, elevations, support facilities and functions.

10.3.1.2 Review for compliance with design codes such as: electrical, fire, building structure, flood zone and plumbing.

10.3.1.3 Assure compliance with applicable Federal, state, or municipal, laws, regulations and ordinances such as OSHA, zoning, building, fire and life safety codes and permitting requirements.

10.3.2 Prepare and submit any and all required applications or permits to the R. I. Department of Environmental Management and municipal entities, including but not limited to Town Planning Board Preliminary Plan, Master Plan and Final Plan applications.

10.3.3 Prepare and submit final plans and technical specifications. All plans and technical specifications must have been developed, stamped and signed by a professional engineer and architect licensed in the State of Rhode Island as appropriate to the plan. All work products become the property of the KCWA and shall be provided in both digital and hard copy format.

- 10.3.4 Prepare “biddable” sets of contract documents that incorporate all aspects of the project and review comments. Twenty-five copies of each specifications, plans, and contract documents shall be the required deliverable.

10.4 **BIDDING SERVICES**

- 10.4.1 Advertising bids.
- 10.4.2 Issue bid documents and addenda.
- 10.4.3 Attend pre-bid conference.
- 10.4.4 Attend bid opening and assisting in the receipt of bids.
- 10.4.5 Bid review, evaluation and tabulation. Prepare written evaluation of bids and award recommendation.

10.5 **CONSTRUCTION SERVICES:** Construction Services shall be considered as an optional service. If and when desired by the Kent County Water Authority, the engineer shall provide construction services in the form of contract administration and detailed field inspection services at the hourly rate provided under Article 13. This will be separately negotiated at time of construction, if desired, by Kent County Water Authority. Provide a detailed preliminary Scope of Service in the Proposal submission for these services. This section should be considered as an outline of the minimum required standards of the services requested. Consultants may modify or expand on this as necessary but consider these as the minimum.

10.5.1 Contract Administration Services shall contain the following services at a minimum:

- 10.5.1.1 General Administration of Construction Contract - Engineer shall provide services to act as the owner's representative as provided in the contract documents on the construction of the project. Engineer shall provide written correspondences as necessary to document any deficiency or issue that may arise.
- 10.5.1.2 Visits to Site and Review/Observation of Construction - Engineer shall make visits to the site at a minimum of once per week or at various important stages of construction of the Project. A written report record of the visit shall be provided to the Kent County Water Authority upon completion of each visit.
- 10.5.1.3 Field Meetings – coupled, if possible, with the site visit, a meeting with the contractor at least bi-weekly shall occur to review the progress of construction, project items, disputed items and items for clarification. A written report record of the visit shall be provided to

the Kent County Water Authority upon completion of each meeting with a description of all items discussed along with the resolution of each.

- 10.5.1.4 Field Orders - The Engineer shall provide services for all clarifications and interpretations of the contract documents as appropriate. Field orders will be required to be issued for all such clarification and shall be prepared by the Engineer.
- 10.5.1.5 Change Orders or Work Orders - The Engineer shall provide services for all recommended change or work orders and shall prepare same.
- 10.5.1.6 Shop Drawings - Engineer shall provide services for receipt, filing, approvals, review, and all other actions for shop drawings supplied by the contractor. The drawing shall be reviewed for conformance with the contract documents. Engineer shall also evaluate and determine acceptability of substitutes subject to the requirements of the contract documents.
- 10.5.1.7 Inspection and Tests - Engineer shall review all certificates of inspections and tests and render decisions of that review by the requirements of the contract documents.
- 10.5.1.8 Application for Payment - Engineer shall provide services to application review, the contractor's application for payment for the project. Engineer shall provide a recommendation, certification and approval of the application for payment prior to providing it to the Kent County Water Authority for action.
- 10.5.1.9 Contractor's Completion Documents - Engineer shall provide services for the construction completion such as:
 - 10.5.1.9.1 Record drawing review, as provided by the contractor, of the completed contract work with clarifications as needed. Upon review and acceptance, the consultant shall transpose data and revise drawings to depict as-built conditions. Prepare and provide Mylar sepia and electronic media of the as-built conditions.
 - 10.5.1.9.2 Substantial and final completion notices along with final field review and payment application inclusive with over/under run compilation of all costs.
- 10.5.1.10 Miscellaneous - Engineer to provide all other necessary tasks or services needed to provide general administration of the construction

contract for this Project. Provide a final report of all activities summarized for the Kent County Water Authority's review of construction activity at job completion and start up of Project.

10.5.2 Full-time Resident Project Representation and Inspection Services shall include at a minimum the following:

- 10.5.2.1 Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values.
- 10.5.2.2 Conferences and Meetings: Attend meetings such as progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 10.5.2.3 Serve as Contract Administrator's Liaison with Contractor: Assist in understanding the intent of Contract Documents and progress of construction in relation to contractor's schedule of activities.
- 10.5.2.4 Shop Drawings and Samples: Record the date of receipt of Shop Drawings and Samples. Receive samples that are furnished at the site by Contractor. Review Shop Drawings to see if work is in conformance with approved drawings.
- 10.5.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to see it is proceeding in accordance with the Contract Documents. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections by written report to Kent County Water Authority.
- 10.5.2.6 Interpretation of Contract Documents: Report to Contract Administrator and Kent County Water Authority when clarifications and interpretations of the Contract Documents are needed.
- 10.5.2.7 Records: Maintain at the job site detailed, accurate and orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents. Prepare a daily report

or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment. Surface preparation observation, major pitting, ultrasonic thickness tests, and repairs. Coating system applied, air temperature, surface temperature, relative humidity at time of application, average dry film thickness, batch number, and date of manufacturing. Disinfection procedures, pressure tests, analytical test results. Structural repairs, foundation repairs, equipment installations, adjustments, and operational test results. Hazardous material disposal records, manifests. Analytical test results to detect lead content in the soil before and after project completion. Equipment on site, personnel, weather, hours, materials, quantities, and any influencing factors that may delay the progress of work per the contractor's schedule. Take photographs of new installations and critical points of constructions.

- 10.5.2.8 Reports: Furnish to Contract Administrator periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 10.5.2.9 Payment Requests: Review applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Contract Administrator, noting particularly the relationship of the payment request to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 10.5.2.10 Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents.
- 10.5.2.11 Completion: Prior to the issuance of a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction. Conduct a final inspection and prepare a final list of items to be completed or corrected. Review whether all items on final list have been completed or corrected.

- 10.5.2.12 Subcontract Services: Coordinate, as needed, any subcontract services for field testing or the like as determined by the Contract Documents or as engaged by the Kent County Water Authority. Coordination shall include scheduling test procedure, witnessing and acquiring, reviewing all test reports.

10.6 **PROJECT MANAGEMENT**

- 10.6.1 Provide written monthly project status report to the Authority.
- 10.6.2 Provide daily field inspection reports consolidated in a weekly submission.
- 10.6.3 Assume 40 meetings between the consultant team and the Authority over the project's duration. Coordinate with state and local communities with respect to the overall elements of construction, planning, utility coordination, occupancy and final occupancy. At a minimum the consultant shall attend the pre-bid conference, bid opening, all progress meetings, and any KCWA project planning meetings.

ARTICLE 11. DRAWINGS:

- 11.1 Upon completion of all work, the consultant shall provide as-built construction drawings, including any new structural changes, electrical, IT, plumbing and details. Provide 2 copies of blue line sets, one Mylar and one set electronic CAD drawings on 36 x 24 sheets, 1 inch equals 20 foot scale. Drawings shall include all critical dimensions, location of structures, physical systems site plan and property survey bounds.

ARTICLE 12. TIME OF COMPLETION/MATERIAL DELIVERY:

- 12.1 All services to be performed under this contract purchase order for design will be completed within 150 calendar days from letter of engagement

ARTICLE 13. REQUIRED SUBMITTALS FOR PROPOSAL:

- 13.1 All items requested in this Article must be submitted bound in one volume, eight (8) copies of each. A maximum of 60 pages total will be allowed.

At a minimum, each Proposal must include the following:

- > A technical approach and detailed scope of services for all project phases in response to this RFP including sequence to transition from the existing facilities to the new facilities.
- > A detailed project schedule for all project phases;
- > Proposed project team for all project phases;

- > Proposed fee as outlined below;
 - > Subcontractor list and description of services.
- 13.2 A resume of the Project Manager to be designated as contact and project director for Kent County Water Authority with special emphasis on experience that might be considered germane to this Request for Proposal. Resumes of the consulting team members. Resumes of critical staff and superintendents who will perform and oversee the actual work as described in this RFP.
 - 13.3 Disclosure statement detailing any potential conflicts of interest relating to the Kent County Water Authority and any and all previous or proposed clients.
 - 13.4 Brief (5 pages or less) description of the firm and the division responsible for this type of work request by the Kent County Water Authority.
 - 13.5 Description of current work loads of the firm and/or the personnel to be assigned to this project and a description of the workload of each Department of the firm and consultants to be assigned. Description shall include current, proposed, projected and ability to service Kent County Water Authority.
 - 13.6 A complete listing of clients and assignments over the past 5 years for whom similar services such as those described herein have been performed. Please provide contact name, address and telephone number.
 - 13.7 Any and all other specifically related qualifications as deemed necessary for review.
 - 13.8 A schedule of the anticipated tasks including time of start and completion of each. Schedule shall be by weeks indicating months with a specific date of completion. Include completion dates for draft documents, final document review times.
 - 13.9 Registration to do business in Rhode Island in accordance with R. I. General Laws (as amended) Sections 7-1.1-99, 7-1.1-105, 7-1.1-106 (Applies to out of State corporations.).
 - 13.10 A fee proposal for all services (maximum two pages) including the classifications and hourly billing rates of all personnel to be assigned cost of materials and equipment and reimbursable items and basis of payment, any and all other items to be charged and the basis of those charges. A "bottom line" not to exceed "TOTAL" cost shall be indicated. Costs shall also be broken into "Not to Exceed" parts, by task and phase with labor hours for each task.
 - 13.10.1 Provide a separate sheet indicating hourly billing rates for construction services, contract administration and detailed field inspection. All hourly billing rates shall remain in effect for one year after substantial completion of the project.

13.10.2 Costs for all meetings, review with approving agencies, printing, testing laboratories and any sub-contractors, and all incidentals shall be included in the "Not to Exceed" costs above.

ARTICLE 14. SELECTION CRITERIA FOR INTERVIEW:

- 14.1 The Kent County Water Authority shall review Proposals based on the following criteria:
- 14.2 A minimum of three Proposals (if sufficient #'s submitted) may be selected from the criteria below for interviews. Only those selected for an interview, if the Authority so chooses, shall be eligible for selection to perform the Engineering Services requested.
- 14.2 Competence and demonstrated knowledge and experience to perform the services as reflected by experience of the firm and consultant team to perform the services and review of previous project history germane to this project.
- 14.3 Organization content of Proposal, clear and concise nature of presentation, ability and demonstrated understanding and approach to performing the required work. Creativity in approach to completion of tasks in a manner most advantageous to the Kent County Water Authority will be desired.
- 14.4 Ability to perform the services as reflected by the workload and availability of adequate personnel, past experience and quality of work. Demonstrated history of consistently completing work of this nature within the allowable performance period.
- 14.5 Schedule with tasks. Time of completion is critical and will be considered carefully for selection. Organizations found to have a history of not completing work on time or meeting deadlines within defined timelines will not be considered.
- 14.6 Fee proposal.

ARTICLE 15. INTERVIEW AND FINAL SELECTION:

- 15.1 Upon completion of Article 14, those firms selected will be notified of the date and time for interviews, interviews will be optional and determined by Kent County Water Authority. Interviews, if required, will be held directly with the Kent County Water Authority and each interviewed proposer will be given an opportunity for a 15 minute presentation and 15 minutes of response questions from the board.
- 15.2 The Kent County Water Authority reserves the right to award this Proposal in whole or in part and reject any and all Proposals. The Kent County Water Authority reserves the right to award this proposal without interviews and basing these decisions on Article 13 and 14 above.

ARTICLE 16. ENGAGEMENT OF SERVICES:

- 16.1 Upon successful selection in Article 14 and/or 15, the Kent County Water Authority reserves the right to negotiate any and all parts to this Proposal with the selected Proposer prior to formalization of a letter of engagement for services.
- 16.2 In the event the successful Proposer cannot fully and timely perform his contractual obligation and/or successfully negotiate the Proposal with the Kent County Water Authority, the Kent County Water Authority reserves the right to award the Proposal to any of the other qualified Proposers.
- 16.3 Kent County Water Authority reserves the right to reject any and all Proposals, or parts thereof, to waive any and all informalities if it is in Kent County Water Authority's best interest to do so, and the right to disregard all nonconforming, non responsive, or conditional Proposals or portions thereof.
- 16.4 It is fully intended to engage the services of the successful Proposer as stated above upon successful negotiations and preparation of a letter of engagement acceptable to Kent County Water Authority. Price alone will not be the sole determining factor. No work shall proceed without prior written authorization.
- 16.5 All information and originals developed under this project are the sole property of the Kent County Water Authority. Prior approval by the Executive Director/Chief Engineer is required before the release of any element of the data or information developed for this project for any reason other than for use by Kent County Water Authority.

Kent County Water Authority