**SAN JUAN WATER COMMISSION**

**REQUEST FOR PROPOSAL**

**CONSULTANT FOR A STRATEGIC PLAN**

**PURPOSE**The San Juan Water Commission (Commission) seeks a consultant to research, write, and produce a Strategic Plan for the Commission. The Strategic Plan should provide a mechanism to implement the Commission’s aspirations to acquire water rights, complete new water development works, conserve our limited water resources, and protect our untreated raw water resources to provide a sustainable municipal water supply for the Commissions member entities and for all the citizens of San Juan County, New Mexico. The ultimate outcome will be a written strategic plan document that presents the opportunities, strategies, and a plan for implementation that will guide the San Juan Water Commission for the next three to five years. The Strategic Plan shall take into consideration that San Juan County relies mainly on surface water that has been plagued by severe drought conditions since 2000.

**MISSION**To protect the use of future and existing water rights and raw water resources of the San Juan Water Commissions member entities and all the citizens of San Juan County.

**VISION**

To encourage, support, implement, and complete new water development works for the San Juan Water Commission member entities and non-members and to restore, renovate, replace, and/or modernize aged water transportation systems to conserve our limited water resources to provide a sustainable municipal water supply for all the citizens of San Juan County.

**VALUES**The San Juan Water Commission values all the citizens of San Juan County and their right to a reliable and sustainable municipal water supply.

**BACKGROUND HISTORY**The San Juan Water Commission was established in March 1986 under a New Mexico Joint Powers Agreement. The Commission is composed of five (5) member entities: the City of Aztec, City of Bloomfield, City of Farmington, the Rural Water Associations, and San Juan County. By joining together and combining the financial resources of all the water users in San Juan County, the Commission had a stronger voice to lobby Washington to build the Animas-La Plata Project and to lobby for other water projects as they come up. Another purpose was to stop “water wars” in San Juan County because the San Juan Water Commission has the water for its entity members to use in times of need.

The San Juan Water Commission Commissioners and Alternates are appointed by their individual entities. Each entity appoints one Commissioner and one Alternate. There are a total of five (5) voting Commissioners. If a Commissioner is not available then the Alternate representative becomes the voting member.

The San Juan Water Commission experiences organizational changes when new Commissioners are appointed. The Commission was established in 1986 and a new Executive Director was hired 6 years ago. The Executive Director has 20+years of experience in water resource management and has made favorable changes both in internal policy and with the perception of the community. The Commissioners work closely with the Executive Director to oversee the implementation of projects and programs. The San Juan Water Commission currently has four full-time staff members, the Executive Director, one Water Resources Specialist, and two administrative employees with 20+ years of service.

Surface water supplies the great majority of available water supply in the San Juan Basin, making the Basin vulnerable to shortages during times of extreme drought - like what we have been experiencing since the year 2000. Because of San Juan County’s reliance on surface water, since 1968 the citizens of San Juan County saw the need for a large water storage project. This farsighted thinking led us to join together with other project sponsors to complete the Animas-La Plata Project in 2011. The Animas-La Plata Project has been the focus of the Commission for decades. The Animas La Plata Project located near Durango, Colorado is an off-river water storage reservoir with a pumping station that pumps water from the reservoir to multiple project sponsors in times of need. We are very proud that the Animas-La Plata Project is operational today and the water release process works extremely well. We are very proud that San Juan County’s portion of the Animas-La Plata Project was funded solely by the citizens of San Juan County through a property assessment tax of up to 3 mils, with no funding assistance from the state of New Mexico or any other outside sources. For many years the Commission has only used funding from ½ mil for the operations of the San Juan Water Commission.

The Commission **is** **not** a department of San Juan County even though San Juan County serves as our fiscal agent. We are a separate organization and although San Juan County serves as our fiscal agent, they only have one vote on the Commission as do all five of the Commissions’ member entities.

The Commission is a voting member of the Animas-La Plata Operation, Maintenance, and Replacement Association, which is charged with keeping the Animas-La Plata Project functioning. Still, the Commission is more than the Animas-La Plata Project. Since 1994 the Commission has participated in the San Juan River Basin Recovery Implementation Program (RIP) to recover endangered fish. The Commission staff facilitated the development of the San Juan Basin Regional Water Plan and that process continues today. The Commission serves on the board and actively participates in the Colorado River Water Users Association, assists with the New Mexico State Water Plan process, the New Mexico Water Quality Bureau, and the New Mexico Interstate Stream Commission. We are involved in regional, state, and federal drought contingency committees and groups. We are involved with various other groups that deal with water to protect the use of future and existing water rights and water resources of the Commission’s member entities.   
  
**PROPOSAL SUBMISSION**  
**The Commission expects the Proposal to include the following:**

⧫ Identify all staff to be assigned to the project and specify the project manager  
⧫ Project Manager – Provide the name, title, address, main office telephone number, cell phone number, and email address of the individual who will serve as Project Manager to whom all correspondence and other contacts should be directed  
⧫ Include the contact information - telephone, cell phone, email address, and mailing address of all other individuals assigned to the project  
⧫ The Project Manager shall be responsible for all aspects of the project including proposal preparation, contract negotiation, contract administration, scheduling of team members, presentations, submission of deliverables, and payment requests.

⧫ Include at least three (3) references who can speak to the experience with the consultant in conducting projects of similar scope.   
⧫ Include qualifications to provide the consulting services in New Mexico including, but not limited to, certifications, licenses, knowledge of best management practices, and must meet insurance requirements - the company providing insurance coverage must be licensed to do business in the State of New Mexico.  
⧫ Provide a brief description of why your organization/company is the most qualified for the job.

⧫ Explain the process by which the Strategic Plan will be developed and written, including a description of the major steps/tasks to complete the Scope of Work and a

timetable regarding the plan’s implementation.   
⧫ Provide an estimated fee for the inclusion of graphic arts, commercial design, or illustrations in the completed Strategic Plan  
⧫ Include a projected budget for each step/activity required to complete the Strategic Plan along with a proposed payment schedule that is tied to project deliverables.⧫ Describe methodology for gathering the Commissioners’ and Alternates’ input (interviews, surveys, and/or other methods).

⧫ Describe methodology to facilitate group meetings (in person or virtual) with staff, Commissioners, and Alternates throughout the development process.  
⧫ Describe approach to facilitate group meetings with the public throughout the development process, especially when a specific community may be impacted when large projects are proposed.  
⧫ A projected Cost Proposal to complete the Scope of Work in its entirety. The Cost Proposal should also identify and consider any additional expenses that are necessary to complete the Scope of Work, including travel expenses (airfare, mileage, meals, lodging).

⧫ Limit proposal to four (4) pages of written text - plus one (1) additional spreadsheet page for the Cost Proposal. Do not include any marketing materials in your proposals.

**SCOPE OF WORK and DELIVERABLES  
The Strategic Plan shall develop recommendations and an action plan regarding the implementation of projects and programs.**⧫ Recommend strategic initiatives over a three to five (3-5) year time frame

⧫ Ensure delivery of Animas-La Plata Project water (procedures are in place)

⧫ Meet our current and future obligation to the Animas-La Plata Operation,

Maintenance and Replacement Association (ALP OM&R Association)

⧫ Ensure compliance with Endangered Species Act through participation and

lobbying efforts relating to the San Juan River Basin Recovery Implementation

Program

⧫ Enhance and extend the Commission’s infrastructure assets

⧫ Assist member and non-member entities in managing water resources to

benefit San Juan County conservation efforts

⧫ Assist member entities and non-entity members to obtain funding through

grants, loans, and cost-sharing funding sources   
⧫ Assist member and non-member entities by facilitating the acquisition of

financing for untreated water storage reservoir(s) and conveyance projects

⧫ Assist member and non-member entities to obtain funding sources for repairs

and replacement of aging infrastructure (head gates, diversions, ditch lining, etc)

⧫ Acquire water rights in San Juan County

⧫ Assist staff to actively monitor and influence proposed water-related

legislation and policies

⧫ Implement a plan to communicate with state and federal representatives to

protect water quality in San Juan County and the state of New Mexico

⧫ Develop water supply contingency plans to address emergency water situations

⧫ Implement a plan to engage with the Bureau of Reclamation and federal

representatives to participate in Top Water Banking in Navajo Reservoir

⧫ Assist member entities with public meetings to gather input from the public when

large projects are proposed

⧫ Prepare for a changing workforce due to retirement (succession plan, hiring)

⧫ Prepare the Strategic Plan and include an Executive Summary. The Strategic

Plan shall include realistic strategic initiatives, an action plan regarding the

implementation of projects, a timetable for completion of the strategic initiatives

over a (3-5) year time period, a detailed summary of the Commissioners’ and Alternates’ input and the public’s input, especially those that are impacted when large

projects are proposed, and an anticipated budget to complete the Scope of Work

within a three to five (3-5) year period.  
  
**PROPOSAL SUBMISSION  
Any email proposal received after the specified time and/or date will not be accepted and will be returned to the sender.**

⧫ **RFP Released:** **Wednesday, July 27, 2022**The Request for Proposals for a Strategic Plan is available on the   
San Juan County website at sanjuancounty.net, the Farmington Daily Times newspaper, and the San Juan Water Commission website at sjwc.org.  
  
⧫ **Closing Submission Date**To be considered, proposals must be submitted by 5:00 PM Mountain Standard time on

**Monday, August 29, 2022**

⧫ **Inquiries/Questions**Inquiries concerning the RFP must be made via email and only by those organizations that intend to submit a proposal. All questions should be directed to Aaron Chavez or Shaun Bishop (contact information below) no later than a week before the closing submission date. All questions and responses will be provided to all proposers.

Aaron Chavez, Executive Director Shaun Bishop

[achavez@sjwc.org](about:blank) [sbishop@sjwc.org](about:blank)

⧫ **Submission Instructions**

Proposals shall be submitted in **PDF format, via email, to Aaron Chavez at** [**achavez@sjwc.org**](about:blank) **before the closing submission date.**- If the file is too large for email, a link to the file shall be provided.   
- Late arrivals will not be accepted.   
- Mail submissions will not be accepted.  
- It is the responsibility of the Proposer to ensure the submission is received by   
Aaron Chavez at [**achavez@sjwc.org**](about:blank) by the closing submission date.   
  
⧫ **Proposal selection: will be made by Wednesday, September 28, 2002**

**AMENDMENT**

A Proposer may submit an amended proposal before the due date and time. An amended proposal shall be complete, as it will be substituted for the earlier proposal(s), and shall be clearly identified as an amendment. The San Juan Water Commission will not merge, collate or assemble proposal materials.

**WITHDRAWAL**

A Proposer may withdraw its Proposal at any time prior to the deadline for receipt of proposals. A Proposer desiring to withdraw a proposal shall submit a written request to the Bid/Contract Administrator signed by the Proposer's duly authorized representative(s).

**PROPOSAL OFFER FIRM**

Responses to the RFP, including costs, shall be firm for ninety (90) days after the due date for receipt of proposals.

**COST OF PREPARING RFP**

Any cost incurred by the Proposer in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Proposer.

**CONFIDENTIALITY**

Each proposal will be kept confidential until a contract is awarded. Following the award of a contract, all documents pertaining to each proposal shall be open for public inspection, except for any material, which is designated by the Proposer as proprietary or confidential. Proprietary or confidential data is normally restricted to confidential financial information concerning the Proposer’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information. The San Juan Water Commission will not disclose or make public any pages of a proposal on which the Proposer has stamped or imprinted "proprietary" or "confidential." Such data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion. If a citizen of this State requests disclosure of data for which a Proposer has made a written request for confidentiality, the Central Purchasing Department shall examine the Proposer's Proposal and make a written determination that specifies which portions of the proposal should be disclosed in accordance with applicable New Mexico law. Unless the Proposer takes action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

**PUBLICATION**

Proposer shall secure from the San Juan Water Commission written approval prior to publication of any information that pertains to the potential work or activities, which are solicited in this procurement.

**SELECTION PROCESS AND NEGOTIATION**

The San Juan Water Commission Evaluation Committee will evaluate all submissions. The Evaluation Committee consisting of Commissioners, Alternates, staff, and other individuals deemed necessary will review all submittals. The San Juan Water Commission Executive Director will promptly notify the successful Proposer and will promptly negotiate an agreement/contract with the successful Proposer. If a mutually satisfactory agreement/contract cannot be reached with the selected Proposer, the San Juan Water Commission will terminate all negotiations with the selected Proposer and enter negotiations with the second-place Proposer as determined by the Selection Committee.

**EVALUATION CRITERIA**

The Evaluation Committee shall evaluate each responsive proposal according to the following criteria/factors:

**CRITERIA:** **POINTS:**

**1. Professional Qualifications 450**

a. Identify and describe the consultant’s qualifications to

provide these types of services solicited herein.

b. Identify the support staff who would be assigned to work

with the consultant on this project.

c. Define the capacity in which each person supporting the

consultant would be working, and describe the qualifications

each holds to perform the work required.

d. Provide copies of any certifications and awards that would

further demonstrate Proposer’s ability to complete the required

work.

**2. Experience 400**

Proposer must describe the consultant’s experience in providing these types of services solicited herein, especially with other government entities. Proposers should focus on previous efforts that demonstrate their capability to provide the required services.

Proposer must provide a Project Plan, with their proposal, that at a minimum:

a. Outlines how the consultant’s team intends to approach this project completion date.

b. Identifies the support staff who would be assigned to work with the consultant on this project.

c. Describes how you will fulfill the scope of work as identified in this RFP.

d. List (if any) data you will require from the San Juan Water Commission or jurisdiction and the associated need date.

**3.** **References 150**

Proposer must provide names and current contact information for at least three public entity references for which your firm has provided similar services. Proposer must also describe the type of service provided to each and when the

**TOTAL 1000**

**IN-STATE RESIDENT PREFERENCE.**

Pursuant to section 13-1-21 NMSA 1978, to be considered for the 5% resident preference, the Proposer shall include its in-state resident preference number and a copy of the Certificate provided to the Proposer by the New Mexico Taxation and Revenue Department.

Please be aware, all In-State Resident Preference Numbers issued by the New Mexico State Purchasing Division expired on December 31, 2011. All Proposers must re-apply for a new In-State Resident Preference Number with the State of New Mexico Taxation and Revenue Department. For questions, please call the New Mexico Taxation and Revenue Department at 505-827-0951

⧫ **Criteria Points**

New Mexico In-State Resident Preference **+5%** of Total Points

**RESIDENT VETERANS PREFERENCE**

Pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978, effective July 1, 2012, to be eligible for the 10% resident veterans’ preference, the Proposer shall include a copy of the Resident Veteran’s Preference Certificate provided to the Proposer by the New Mexico Taxation and Revenue. This preference is separate from the in-state preference and is not cumulative with that preference.

All Proposers may apply for a Resident Veterans Preference Number with the State of New Mexico Taxation and Revenue Department. For questions, please call the New Mexico Taxation and Revenue Department at 505-827-0951.

⧫ **Criteria Points**

New Mexico Veterans Preference **+10%** of Total Points

**-** Points will be awarded based on the Proposer’s ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate.

**COMMITTEE’S RECOMMENDATION**

The Evaluation Committee shall rank each responsive proposal according to the numerical score achieved by the Proposer after evaluation according to the criteria. A responsive proposal from the most highly ranked Proposer will be recommended to the San Juan Water Commission Board. The final award will be made by the San Juan Water Commission Board.

**INVESTIGATIONS**

The San Juan Water Commission may, at its option, contact a given Proposer for clarification of its proposal or for additional information. The Proposer(s) SHALL NOT initiate discussions with the San Juan Water Commission. The San Juan Water Commission may make such investigations as necessary to determine the ability of the Proposer to meet the specifications and adhere to the terms and conditions set forth within this Request For Proposals and in the accompanying documents. The San Juan Water Commission will reject the proposal of any Proposer who is not a "responsible Proposer" as that term is defined in N.M.S.A. 1978. §§ 13-1-83.  
  
**APPLICABLE LAW / VENUE**

Any agreement between the San Juan Water Commission and the selected Proposer shall be governed by the laws of the State of New Mexico. Jurisdiction and venue shall lie in the Eleventh Judicial District Court, San Juan County.

**PROCUREMENT PRACTICES**

It is understood that the procurement practices of the San Juan Water Commission adhere to the provisions of the New Mexico Procurement Code, N.M.S.A. 1978, §§13-1-1 *et seq*., as amended. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

**CODES LAWS / REGULATIONS**

The successful Proposer shall be properly licensed and shall meet and comply with all applicable Federal, State, and local government codes, laws, regulations, and requirements in the performance of the work described herein.

**TERMINATION FOR NON-FUNDING**

All term-based agreements are subject to termination for non-funding pursuant to the Bateman Act, NMSA 1978, § 6-6-11.

**INSURANCE REQUIREMENTS**

⧫ **Minimum** **Insurance Requirements**

The selected Proposer shall procure and maintain for the duration of the contract insurance against claims for injuries or damages to property that may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, or employees.  
   
⧫**Proposer shall maintain limits no less than:**General Liability including operations, products, and completed operations, as applicable $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply to this project/location or the general aggregate limit shall be twice the required occurrence limit.  
  
⧫**Errors and Omissions Liability:**$1,000,000 per occurrence or per claim. If protection is accomplished through a “claims made” policy, a 36-month extended reporting period shall be provided.

⧫**Automobile Liability**

$1,000,000 per accident for bodily injury and property damage.

**Each Offeror is asked to submit a Certificate of Insurance, commensurate with the above requirements, along with their proposal.**

**INDEMNITY**

The Proposer awarded the contract agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the San Juan Water Commission, its Elected Officials, agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Proposer, its officers, directors, employees or agents or arising in any way from this agreement or the Proposer’s activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses, or expenses, including attorney fees arising out of: The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications by the San Juan Water Commission, or the agents or employees of the San Juan Water Commission, or the giving of or the failure to give directions or instructions by the San Juan Water Commission, or the agents or employees of the San Juan Water Commission, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

**STATUS OF PROPOSER**

The successful Proposer and its officers, directors, agents, and employees, are independent contractors performing services for the San Juan Water Commission and are not employees of the San Juan Water Commission. The Proposer and its officers, directors, agents, and employees shall not accrue leave, retirement, insurance, bonding, use of San Juan Water Commission vehicles, or any other benefits afforded to employees of the San Juan Water Commission. The Proposer shall perform his/her obligations under this Contract as necessary and appropriate under all Federal, State, and local laws, codes, ordinances, rules, regulations, and standards applicable to this type of service. The San Juan Water Commission will not supervise the Proposer in the day-to-day performance of this Contract.

**DISCRIMINATION / EQUAL EMPLOYMENT OPPORTUNITY / CIVIL RIGHTS**

The successful Proposer shall be an equal opportunity employer, and shall not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious medical condition as specified in N.M.S.A. 1978, §§ 28-1-7 (as amended) in the performance of this contract. The successful Proposer agrees to abide by all Federal and State laws, rules, and regulations pertaining to equal employment opportunity, discrimination, and civil rights.

**TAXES**

The Proposer awarded the Contract shall be responsible for the payment of all federal, state, and local taxes on monies received pursuant to this Agreement.

**ASSIGNMENT**

A Proposer shall not transfer, sell, assign, sublicense, pledge or otherwise dispose of in any way its interest in any contract which may result from this solicitation, or assign any claims for money due or to become due under any contract, without having first obtained the prior written consent of the San Juan Water Commission to do so. Any attempt by a Proposer to do any of the foregoing without such consent shall be null and void and may result in disqualification of the Proposer or termination of any contract resulting from this solicitation. The San Juan Water Commission's consent to any of the foregoing shall not constitute consent to any other act, nor shall such consent relieve the Proposer from any of its duties to perform all agreements, covenants, and conditions set forth in this solicitation or any resulting contract.

**OWNERSHIP and CONFIDENTIALITY**

All intellectual property will become the property of the San Juan Water Commission. All data remains the sole property of the San Juan Water Commission. The Proposer shall further agree to keep information related to any and all agreements in strict confidence, including, but not limited to, the terms of the agreement(s) and any confidential business information or proprietary information learned through its dealings with the San Juan Water Commission.  
Any information provided to or developed by the Proposer in the performance of an agreement shall be kept confidential and shall not be made available to any individual or organization by the Proposer without the written approval of the San Juan Water Commission.

**CONFLICT OF INTEREST**

A conflict of interests exists wherever an individual could benefit directly or indirectly from access to information or from a decision over which they may have influence and includes a perceived conflict where someone might reasonably perceive there to be such an influence. A conflict of interest occurs when a staff member or appointed official of the Proposer attempts to promote a private or personal interest that interferes with their job responsibilities or gains any advantage by virtue of his/her position with the San Juan Water Commission or businesses, consultants, or individuals doing business with the San Juan Water Commission. The Proposer should disclose conflicts of interest, in writing, to the San Juan Water Commission which will decide the appropriate course of action to mitigate the conflict of interest.

**LIMITATIONS**

The San Juan Water Commission reserves the right to reject any or all proposals and to waive any and all irregularities to choose the successful Proposer and may amend this RFP at any time and in any manner, in its opinion, best serves the San Juan Water Commission interests. The San Juan Water Commission reserves the right to change key dates as the need arises. The proposals in response to this RFP shall become the property of the San Juan Water Commission and may be used by the San Juan Water Commission in any way it deems appropriate. The San Juan Water Commission reserves the unqualified right to modify and/or suspend any and all aspects of the RFP, to request further information from any firm or person responding to the RFP, to waive any defect as to the form or content of this RFP or any response, thereto, to extend deadlines for accepting responses or accept amendments to responses after expiration of deadlines and the reject and all responses to the RFP.

The San Juan Water Commission shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by submission of the proposal.

**TERMINATION**  
The agreement between the San Juan Water Commission and the selected Proposer may be terminated for cause by either Party if the other Party materially fails to perform its obligations under the agreement. Either Party may terminate the agreement by thirty (30) days written notice to the other Party.

**COMPENSATION**

The San Juan Water Commission shall pay the selected Proposer for services rendered as mutually agreed upon by both Parties and in accordance with the terms of the agreement/contract, plus applicable gross receipts taxes required by the State of New Mexico. The San Juan Water Commission shall make payment to the selected Proposer upon receipt of a detailed statement containing a report of work completed. The San Juan Water Commission shall have the right to audit the billing both before and after payment.

**CONTRACT DOCUMENTS**

The Contract Documents shall consist of a separate written contract, this Request For Proposal, and the Response of the successful Proposer, and shall be interpreted in the order listed.

**CONTRACT TERMS AND CONDITIONS**

A contract between the San Juan Water Commission and the successful Proposer shall follow the format specified by the San Juan Water Commission. The San Juan Water Commission reserves the right to impose, as it sees fit, additional terms and conditions upon the successful Proposer, should conditions warrant. The contents of this RFP, as revised and/or supplemented, and the successful Proposer’s proposal will be incorporated into and become part of the contract.

Should a Proposer object to any of the San Juan Water Commission’s terms and conditions, as contained in the document, that Proposer shall propose specific alternative language that would be acceptable to the San Juan Water Commission. General references to the Proposer’s terms and conditions, or attempts at complete substitutions are not acceptable to the San Juan Water Commission and will result in disqualification of the Proposer’s proposal. The Proposer shall provide a brief explanation of the purpose and impact, if any, of each proposed change, followed by the specific proposed alternate wording.

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the San Juan Water Commission and the selected Proposer and shall not be deemed an opportunity to amend the Proposer’s proposal.

**Note: Information provided in this Request for Proposal shall only be used for the purpose of submitting a Proposal to the San Juan Water Commission and shall not be used, released, or disclosed for any other purpose or use.**