

INVITATION FOR BIDS
BID CALL NO. 002/2018

Aguatuya is seeking qualified contractors to provide Design Build services for the implementation of the Ucurena wastewater treatment plant in the Municipality of Cliza, Cochabamba, Bolivia.

Work will include complete design of proposed solutions for the results desired which are described in the solicitation documents.

Bids should be sent to:

Fundación Aguatuya
Calle Nicolás Ortiz No. 33
Cochabamba – Bolivia

Each Bid submitted, either by hand, or a postal carrier, shall be sealed and plainly marked "BID FOR DESIGN BUILD WWTP UCUREÑA CLIZA". Or sent via email to Renato Motoya, Executive Director, rmontoya@aguatuya.org, until 4:00 P.M. (Local Time), Monday October 1, 2018 for the Design Build of the Ucurena wastewater treatment plant project, in strict accordance with the rules and regulations of the Aguatuya Foundation Procurement Code on file. No bids will be accepted after 4:00 P.M. The Bids opening will not be public. Aguatuya reserves the right to award the contract to the lowest responsible responsive bidder or to reject all bids, as soon as practicable after the date of opening bids.

All Bids shall be made on the forms included in the Invitation for Bids and shall include all applicable taxes.

Contract documents are available and may be obtained electronically from Aguatuya's website www.aguatuya.org or pick up at Aguatuya's office at the address above.

Requests and/or questions shall be made either via email to rmontoya@aguatuya.org or in writing to the Aguatuya at least 10 business days prior to the bid due date.

Aguatuya will not be responsible for those bids submitted that are not marked appropriately or sent to the wrong address. The prevailing clock shall be the clock in the reception area of the Aguatuya's office.

Contractors shall be responsible for any licenses, insurance or permits required by the local regulations that apply to the performance of this contract.

After the Contractor who is determined to be most advantageous to Aguatuya Foundation has been selected through the source selection process, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

Aguatuya reserves the right to reject all bids, or to waive any informality in any bid. All procurement activities conducted by Aguatuya are in conformance with the rules and regulations of Aguatuya's Procurement code. A copy of the Code is available for review in the offices of Aguatuya.

Dates advertised in Aguatuya's website: August 31, 2018.

Signed: _____

Renato Montoya, Executive Director, Aguatuya

INTRODUCTION

Aguatuya is a non-profit Bolivian NGO created in 2003 to promote initiatives in water and sanitation through participatory, innovative and sustainable solutions to improve the quality of life of the population and protect the environmental solutions.

Aguatuya's programs are principally aimed at developing and building drinking water systems, waste water treatment plants and integrated solid waste management, based on project engineering, services management, institutional strengthening and communication and knowledge management services.

We are partnered with the Swedish Embassy, to develop Sustainable Sanitation Models. It is within this context that Aguatuya has been implementing a series of wastewater treatment plants for Bolivian municipalities.

SECTION 1 – PROJECT DESCRIPTION

The project consists of Design Build of a wastewater treatment plant capable with the following characteristics:

Type of water to be treated: Municipal waste water

Type of water to be treated	Municipal wastewater (mainly domestic, there may be some rainwater infiltration, may contain plastics and other objects, sand and some fats)
Population	7,572
Design flow	Average: 7.84 l/s Max flow: 16.34 l/s
Water quality at the inlet of the plant	COD: 1,046.30 mg O ₂ /l BOD5: 581.28 mg O ₂ /l SST: 447.14 mg/l Fecal coliform: 1x10 ⁸ NMP/100ml
Desired water quality at the outlet of the plant	COD: 60 mg O ₂ /l or less BOD5: 30 mg O ₂ /l or less SST: 100 mg/l or less Fecal coliform: 1x10 ³ NMP/100ml or less
Available space for the implementation of the plant	1,662 m ²
Other details	Altitude: 2,711 meters above sea level Lowest temperature of water during the coldest month: 15°C Must include the following additional processes: <ul style="list-style-type: none">• Pre-treatment unit• Sludge treatment• Disinfection if necessary for e-coli reduction

The selected bidder shall provide the following documents as part of the agreement:

1. A complete set of drawings for the proposed technology including the site and civil infrastructure required for the proposed plant
2. Detailed operator's manual of all O&M activities per component
3. Detailed cost analysis. This includes investment costs (CAPEX) as well as operational expenditures (OPEX) including supplies, energy costs, labor, etc. so as to determine the total treatment cost per m³ of treated water.

The estimated total cost for the project is US\$ 320.000,00

SECTION 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from Aguatuya in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; Aguatuya assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Aguatuya, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

SECTION 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

- A. Bidder's state or other contractor license number, if applicable.
- B. Subcontractor and Supplier qualification information; Aguatuya may request a statement of qualifications of any proposed subcontractor.
- C. Designation of Subcontractors (Section A of the bid form).

3.02 To qualify for the award of a contract, Bidders must satisfy the following minimum criteria:

- A. Three (3) or more projects involving the installation of wastewater treatment plants
- B. Two (2) or more projects involving the installation of electrical controls and/or automation equipment.
- C. The Key Personnel proposed for this project should also have the experience of items i-ii (above), within the last seven years. Key Personnel shall comprise of the following: One (1) Project Manager, one (1) Specialist in WWT processes, aerobic and anaerobic treatment methods, and one (1) Coordinator.

3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.05 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

3.06 The selection of the bidder will be made through the evaluation of key elements from their technical approach including but not limited to: removal efficiencies, operations and maintenance costs, bidders relevant experience

SECTION 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 Site and Other Areas

A. The project is to be implemented in the Ucuereña old WWTP facility. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions: The site is at a WWTP facility, bidder shall consider any hazardous environmental condition related to an operating WWTP.

B. Underground Facilities: there are no underground facilities at areas designated for this project's implementation.

4.03 Site Visit and Testing by Bidders

A. Bidder may request a Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 Owner's Safety Program

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, the bidder shall comply with all rules set forth on the safety program.

4.05 Other Work at the Site: The WWTP will be operational at all times, no other is expected to be performed at the facility during the implementation of this project.

ARTICLE 5 – BIDDER’S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs;

E. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

I. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Section, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

SECTION 6 – PRE-BID CONFERENCE

6.01 A Pre-Bid conference will not be held.

SECTION 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Aguatuya in writing. Interpretations or clarifications considered necessary by Aguatuya in response to such questions will be issued by Addenda uploaded at www.aguatuya.org. Questions will be received until 16:00 on August 31, 2018. All questions must be submitted in writing via email to rmontoyap@aguatuya.org; oral questions will not be accepted.

SECTION 8 – BID SECURITY

8.01 Due to the international nature of this Invitation to Bids, a Bid security is not required.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

SECTION 10 – PENALTY FOR FAILURE TO COMPLETE WORK WITHIN SPECIFIED TIME

10.01 The work may be judged substantially complete when all constructions have been delivered, with the possible exception of final inspection punch list work. The purpose of granting or acknowledging substantial completion stop contract time.

In the event the Contractor fails to substantially complete the work within the specified time, or in the case of specialized situations within the additional time allotted by Aguatuya, the Contractor may be declared in default, and

Aguatuya may order the work completed by others.

In the event of default, as described herein, Aguatuya may withhold the Contractor's final payment for covering incurred costs to complete the work

SECTION 11 – BASIS OF BID

11.01 Lump Sum

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

SECTION 12 – EVALUATION OF BIDS AND AWARD OF CONTRACT

12.01 Aguatuya reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Aguatuya finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then Aguatuya will reject the Bid as nonresponsive; provided that Aguatuya also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

12.02 If Aguatuya awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

12.03 Evaluation of Bids

A. In evaluating Bids, Aguatuya will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

SECTION 13 – LOCAL SALES TAX

13.01 The Contractor shall include all applicable sales and or Use tax (if any) in their “Bid Proposal” price.

SECTION 14 – PAYMENT CURRENCY

14.01 All payments due under this Agreement will be paid in United States Dollars (USD), at exchange rate of August 31, 2018 established by the Banco Central de Bolivia.

SECTION 15 – PREVAILING LANGUAGE

15.01 The whole text of the present Contract, as well as the documents derived from it, including those in the Annexes, have been written in English. All correspondence, all documents and all drawings relating to this Contract shall be in English. Any translation into other language shall be deemed as reference and English version shall prevail in any case.

BID PROPOSAL

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Aguatuya

**Calle Nicolás Ortiz No. 33
Cochabamba - Bolivia**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Aguatuya in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means,

methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Bidding Documents for the following price(s). All Bid items shall be per plans and specifications complete. It is the Contractor’s responsibility to ensure that the Bid prices include all aspects of the work including, but not limited to fees, permits, mobilization, demobilization, disinfection, testing, labor, materials, equipment, restoration, all applicable taxes and insurance.

BID SCHEDULE
AGUATUYA UCURENA WASTEWATER TREATMENT PLANT
RFP 002/218

Item No.	Item Description	Units of Measure	Estimated Quantity	Unit Price (USD)	Total
WASTEWATER TREATMENT PLANT					
1.	Provide preconstruction services to include design, full plans and specifications for the proposed plant	LS	1	\$_____	\$_____
2.	Provide all equipment, labor and materials to install the wastewater treatment plant per approved design	LS	1	\$_____	\$_____
3.	Provide technical support for start-up and for a period of 3 months after plant's start of operations	LS	1	\$_____	\$_____

The total amount of the Bid shall be the summation of all item amounts in the Total Item Cost column. In case of discrepancy between a unit price and the amount extended, the unit price shall govern.

Total Bid Price _____ (\$_____) (use words) (numerals)

Unit prices have been completed in accordance with the bidding documents. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids and final payment for all Unit Bid items will be based on actual quantities.

TECHNICAL APROACH / PROPOSAL
AGUATUYA UCURENA WASTEWATER TREATMENT PLANT
RFP 002/2018

ARTICLE 6 – TIME OF COMPLETION

601 Bidder agrees that the Work will be completed and ready for final payment within **180 calendar days** indicated in the Agreement.

602 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bidder Qualification Statement with Supporting Data (Section A);**
- B. List of Proposed Subcontractors (Section A);**
- C. List of Project References (Section A);**
- D. Affidavit of Non-Collusion (Section B);**
- E. Conflict of Interest Statement (Section C);**
- F. Anti-Discrimination Clause (Section D);**

ARTICLE 8 – DEFINED TERMS

8.01 No special terms are used in this Invitation for Bids. If the bidder deems necessary may request a clarification of the meaning of any term stated in this Invitation for Bids, such request shall be made in writing via email to the point of contact indicated in the Invitation for bids page. Any clarification or response will be distributed to all bidders in the form of addendum to this solicitation.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No. and Issuing authority: _____

(where applicable)

7. Have you ever failed to complete any work awarded to you? _____
 If yes, indicate when, where and why:

8. Has any Officer or Partner of your Organization ever been and Officer or Partner of another Organization that failed to complete a construction contract? _____
 If yes, state the circumstances:

9. List major construction projects your Organization has under contract on this date:

Project Name	Name & Telephone Number of Owners	Contract Amount	Contract Date	Percent Complete	Scheduled Completion

10. List similar construction projects your Organization has completed in the past seven years and provide reference information:

Project Name And Owner	Reference (Provide name and phone number)	Contract Amount	Date Awarded	Date Completed	Percent with Own Forces

11. List the experience in similar projects of the principal individuals in your Organization:

Individual's Name	Similar Experience (Years)	Within Your Organization		
		Present Position & Years Experience	Dollar Volume Responsibility	Previous Position & Years Experience

12. List the states and categories in which your Organization is legally qualified to do business:

SECTION B

AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____

(name of Bidder) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Bid.

I state that:

- (1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other Bidder or potential Bidder.
- (2) That neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the Bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complementary Bid.
- (4) The Bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Bid.

(5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by Aguatuya in awarding the contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Aguatuya of the true facts relating to the submission of Bids for this contract.

 (Authorized Signature)

 (Name of Company/Position)

Subscribed on this _____ day of _____, 20____.

SECTION C

CONFLICT OF INTEREST DISCLOSURE FORM

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)'other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the addition of the nominated condition to the newborn screening panel. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from nominating a condition for screening.

Date:

Name:

Position

Company:

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

- I have no conflict of interest to report.
- I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, the name of your employer, and any businesses you or a family member own:

1.	
2.	
3.	

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Firm's Signature Authority/Date

SECTION D
ANTI-DISCRIMINATION CLAUSE

BOLIVIAN LAW No. 045 (in relevant part)

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (3) The contractor will comply with all provisions of Bolivian Law 045 from 2010, and of the rules, regulations, and relevant orders of the Labor Ministry.
- (4) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized or provided by law.
- (5) The contractor will include the provisions of Paragraphs (1) through (5) of this Anti-discrimination clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance.

Bidders Signature: _____

Print Name: _____ Title: _____

DATE: _____