

**REQUEST FOR PROPOSALS  
FEASIBILITY STUDY FOR THE  
WESTERN CAPE GOVERNMENT SOLAR PV PROJECT**

Submission Deadline:

**10:00 AM  
LOCAL (SOUTH AFRICA) TIME  
NOVEMBER 19, 2013**

Submission Place:

**GREENCAPE  
2ND FLOOR, 44A BLOEM STREET,  
CAPE TOWN  
SOUTH AFRICA**

AN ORIGINAL AND FIVE COPIES OF YOUR PROPOSAL SHALL BE RECEIVED PRIOR TO THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED. PROPOSALS SHALL BE SEALED AND LABELED "REQUEST FOR PROPOSALS: FEASIBILITY STUDY FOR THE WESTERN CAPE PROVINCIAL GOVERNMENT ROOFTOP SOLAR PV PROJECT."

Questions about this Request for Proposals may be directed to [RFPQuestions@ustda.gov](mailto:RFPQuestions@ustda.gov).

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## **Section 1: INTRODUCTION**

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$545,000 to the Green Cape Sector Development Agency (NPC) (2012/039750/08) (the “Grantee”) in accordance with a grant agreement dated September 11, 2013 (the “Grant Agreement”) to fund the cost of goods and services required for a feasibility study (“Feasibility Study”) to examine the technical, financial, environmental, and other critical aspects of the proposed Western Cape Government Solar Photovoltaic Project in South Africa (“Host Country”). In particular, the Feasibility Study will evaluate the feasibility of installing 3 megawatts (MW) of rooftop solar photovoltaics on provincial buildings, including schools, hospitals, and government facilities. The primary objective of the Study is to provide the Grantee with analyses and recommendations that will support its decision-making with regard to the implementation of the Project.

The Grant Agreement is attached at Annex 3 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Feasibility Study.

### **1.1 BACKGROUND SUMMARY**

In South Africa, solar photovoltaic power generation has the potential to increase electrification rates and ease strains on the national grid. South Africa has one of the highest global rates of annual solar radiation, averaging approximately 220 watts per square meter ( $W/m^2$ ), compared with about 150  $W/m^2$  for parts of the United States. Nationally, the South African government has prioritized renewable energy power generation and issued tenders for a number of solar photovoltaic power generation projects. Within South Africa, the Western Cape Government has been a national leader in implementing energy efficiency strategies and renewable power generation projects such as this.

The Grantee (Green Cape) was established by the Western Cape Government (WCG) as the WCG’s sector development agency with the primary vision to promote the Western Cape Province as Africa’s investment destination of choice for businesses involved in the green economy. The goals of Green Cape are to provide a platform to build a competitive business infrastructure for the green economy, to unlock the manufacturing and employment potential of the Green Economy and to grow the Western Cape into the base for renewable energy and related green economy businesses. Green Cape has a number of solar related projects, fully supports this feasibility study, and will be intricately involved in the implementation of all projects that conceivably stem from this feasibility study.

The Public Works Branch of the WCG Department of Transport and Public Works is a signatory to the *110% Green Initiative* of the WCG, which calls on organizations to COMMIT to the Green Economy, to ACT on their commitment and to make an IMPACT. Together, all committed organizations will bring about greater change and a more substantial impact. The Public Works Branch of the WCG (Branch) has COMMITTED to the *110% Green Initiative* and this feasibility study is a step to ACT on that commitment. Further, this feasibility study will also advance the Green Cape vision that the Western Cape will be the base for renewable energy and related green economy businesses which will drive growth and job creation in South Africa. The final report of this Feasibility Study will position the Grantee and the Branch very well to determine the next steps.

The Grantee requires a comprehensive analysis report of the infrastructure investment required to install solar photovoltaic (PV) power generation plant on and for the benefit of Western Cape Provincial Government facilities. This study should be carried out in task related modules and must deliver a substantive and comprehensive final report that will address all issues related to the planning, design, implementation and operation of a rooftop PV solar generation plant.

An energy efficiency project such as this has the potential to become a *110% Green* flagship project.

## **1.2 OBJECTIVE**

The objective of the Feasibility Study is to provide the Grantee and the Branch with analyses and recommendations that will support the Branch's decision-making with regard to the implementation of rooftop solar photovoltaics on Cape Town central business district provincial buildings. On review of the final report and the actual feasibility of such a project, the Grantee will evaluate the roll out of an implementation project by the Public Works Branch accordingly. The terms of reference ("TOR") for this Feasibility Study are attached as Annex 4.

## **1.3 PROPOSALS TO BE SUBMITTED**

Technical proposals are solicited from interested and qualified U.S. firms. The administrative and technical requirements as detailed throughout the Request for Proposals ("RFP") will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of US\$545,000. **The USTDA grant of US\$545,000 is a fixed amount. Accordingly, COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted.** Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

## **1.4 CONTRACT FUNDED BY USTDA**

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$545,000 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 2 and 3, respectively, for reference. The selected contractor will be remunerated in the U.S. directly by the USTDA once payments have been approved by the Grantee and accordingly no payments will therefore be made by the Grantee to the Contractor with reference to any services being provided under the Grant Agreement. The Grantee will therefore not compensate the Contractor in the event USTDA does not make payment to the Contractor with respect to any services being provided under the Grant Agreement.

## **Section 2: INSTRUCTIONS TO OFFERORS**

### **2.1 PROJECT TITLE**

The project is called the Western Cape Government Solar PV Project.

### **2.2 DEFINITIONS**

Please note the following definitions of terms as used in this RFP.

The term "Request for Proposals" means this solicitation of a formal technical proposal, including qualification statements.

The term "Offeror" means the U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

### **2.3 DEFINITIONAL MISSION REPORT**

USTDA sponsored a Definitional Mission to address technical, financial, socio-political, environmental and other aspects of the proposed project. Portions of the report are attached at Annex 2 for background information only.

Please note that the TOR referenced in the report are included in this RFP as Annex 4.

### **2.4 EXAMINATION OF DOCUMENTS**

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarised with local conditions and the nature of problems to be solved during the execution of the Feasibility Study.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution and completion of the Feasibility Study.

### **2.5 PROJECT FUNDING SOURCE**

The Feasibility Study will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$545,000.

### **2.6 RESPONSIBILITY FOR COSTS**

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. Neither USTDA nor the Grantee or the WCG assumes any obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, final selection or negotiation of a contract.

## **2.7 TAXES**

Offerors should submit proposals that note that, in accordance with the USTDA Mandatory Contract Clauses, USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country. Offerors or any local subcontractor shall however not be precluded from fulfilling its obligations to the appropriate revenue authority under the laws of the Host Country.

## **2.8 CONFIDENTIALITY**

The Grantee will preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror, to the extent permitted by the laws of the Host Country.

## **2.9 ECONOMY OF PROPOSALS**

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

## **2.10 OFFEROR CERTIFICATIONS**

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

## **2.11 CONDITIONS REQUIRED FOR PARTICIPATION**

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 20 percent of the amount of the USTDA grant for specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in Annex 3.

## **2.12 LANGUAGE OF PROPOSAL**

All proposal documents shall be prepared and submitted in English, and only English.

## **2.13 PROPOSAL SUBMISSION REQUIREMENTS**

An Original and five copies of your proposal must be received no later than 10:00 AM local (South Africa), on November 19, 2013, at:

GREEN CAPE  
2ND FLOOR, 44A BLOEM STREET,  
CAPE TOWN, SOUTH AFRICA

Proposals may be either sent by overnight courier or hand-delivered. Whether the proposal is sent by courier or hand-delivered, the Offeror shall be responsible for actual delivery of the proposal to the above address before the deadline. Any proposal received after the deadline may be returned unopened. The Grantee will promptly notify any Offeror if its proposal was received late.

Upon timely receipt, all proposals become the property of the Grantee.

## **2.14 PACKAGING**

The original and each copy of the proposal must be sealed to ensure confidentiality of the information. The proposals should be individually wrapped and sealed, and labelled "REQUEST FOR PROPOSALS: FEASIBILITY STUDY FOR THE WESTERN CAPE GOVERNMENT SOLAR PV PROJECT" and designation of "original" or "copy number x." The original and five copies should be collectively wrapped and sealed, and clearly labelled, including the contact name and the name of the project.

Neither USTDA nor the Grantee will be responsible for premature opening of proposals not properly wrapped, sealed and labelled.

## **2.15 OFFEROR'S AUTHORISED NEGOTIATOR**

The Offeror must provide the name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

## **2.16 AUTHORIZED SIGNATURE**

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.

## **2.17 EFFECTIVE PERIOD OF PROPOSAL**

The proposal shall be binding upon the Offeror for sixty days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

## **2.18 EXCEPTIONS**

All Offerors agree by their response to this RFP announcement to abide by the procedures set forth herein. No exceptions shall be permitted.

## **2.19 OFFEROR QUALIFICATIONS**

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, feasibility study and/or other services similar to those required in the TOR, as applicable.

## **2.20 RIGHT TO REJECT PROPOSALS**

The Grantee reserves the right to reject any and all proposals.

## **2.21 PRIME CONTRACTOR RESPONSIBILITY**

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex 3. The successful Offeror shall cause appropriate provisions of its contract, including all of the applicable USTDA Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

## **2.22 AWARD**

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all proposals received.

## **2.23 COMPLETE SERVICES**

The successful Offeror shall be required to:

- (a) provide local transportation, office space and secretarial support required to perform the TOR if such support is not provided by the Grantee;
- (b) provide and perform all necessary labour, supervision and services; and (c) in accordance with best technical and business practice, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete the TOR to the satisfaction of the Grantee and USTDA.

## **2.24 INVOICING AND PAYMENT**

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each invoice, the Grantee will forward the invoice to USTDA. If all of the requirements of USTDA's Mandatory Contract Clauses are met, USTDA shall make its respective disbursement of the grant funds directly to the U.S. firm in the United States. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses attached in Annex 3. The selected contractor will be remunerated in the U.S. directly by the USTDA once payments have been approved by the Grantee and accordingly no payments will therefore be made by the Grantee to the Contractor with reference to any services being provided under the Grant Agreement. The Grantee will therefore not compensate the Contractor in the event USTDA does not make payment to the Contractor with respect to any services being provided under the Grant Agreement.

### **Section 3: PROPOSAL FORMAT AND CONTENT**

To expedite proposal review and evaluation, and to assure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$545,000, which is a fixed amount.

Offerors shall submit one original and five copies of the proposal. Proposals received by fax or email cannot be accepted.

Each proposal must include the following:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Executive Summary,
- Firm Background Information,
- Completed U.S. Firm Information Form,
- Organizational Structure, Management Plan, and Key Personnel,
- Technical Approach and Work Plan, and
- Experience and Qualifications.

Detailed requirements and directions for the preparation of the proposal are presented below.

#### **3.1 EXECUTIVE SUMMARY**

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

#### **3.2 U.S. FIRM INFORMATION**

A U.S. Firm Information Form in .pdf fillable format is attached at the end of this RFP in Annex 5. The Offeror must complete the U.S. Firm Information Form and include the completed U.S. Firm Information Form with its proposal.

#### **3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL**

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Feasibility Study.

Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Feasibility Study.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A manpower schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

### **3.4 TECHNICAL APPROACH AND WORK PLAN**

Describe in detail the proposed Technical Approach and Work Plan (the “Work Plan”). Discuss the Offeror’s methodology for completing the project requirements. Include a brief narrative of the Offeror’s methodology for completing the tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Work Plan, and previous project experience, describe any support that the Offeror will require from the Grantee. Detail the amount of staff time required by the Grantee or other participating agencies and any work space or facilities needed to complete the Feasibility Study.

### **3.5 EXPERIENCE AND QUALIFICATIONS**

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Feasibility Study. If subcontractors are being used, similar information must be provided for the prime and each subcontractor firm proposed for the project. The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

As many as possible but not more than six relevant and verifiable project references must be provided for each of the Offeror and any subcontractors, including the following information:

- Project name,
- Name and address of client (indicate if joint venture),
- Client contact person (name/ position/ current phone and fax numbers),
- Period of Contract,
- Description of services provided,
- Dollar amount of Contract, and
- Status and comments.

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to the Feasibility Study as described in this RFP.

## Section 4: AWARD CRITERIA

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors. The Grantee will notify USTDA of the best qualified Offeror, and upon receipt of USTDA's no-objection letter, the Grantee shall promptly notify all Offerors of the award and negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria:

### **Offeror's Experience and Qualifications: 35 points maximum**

- Offeror's experience and qualifications in the design, installation, integration, operation, and maintenance of rooftop solar PV, and other related solar PV projects: 10 points
- Offeror's experience and qualifications related to technological delivery options for rooftop solar PV, and other related solar PV projects: 5 points
- Offeror's experience and qualifications in project financing, cost estimating, and the development of pricing models and multi-stakeholder ownership/investment structures for rooftop solar PV, and other related solar PV projects, preferably for projects requiring subsidization: 5 points
- Offeror's experience and qualifications in the development of project management plans, including staffing and training requirements, for rooftop solar PV, and other related solar PV projects: 5 points
- Offeror's experience and qualifications in the development of programs that encourage the increased utilization of ICT services: 5 points
- Offeror's experience and qualifications in developing terms of reference and business case models for the design, installation, integration, operation, and maintenance of rooftop solar PV and other related solar PV projects: 5 points

### **Organizational Structure, Management, and Key Personnel: 35 points maximum**

- Quality of the Offeror's proposed organizational structure and management plan for the Feasibility Study: 10 points
- Experience and expertise of the Offeror's proposed Project Manager in performing similar feasibility studies or other closely related work: 10 points
- Experience and expertise of the Offeror's other key personnel (including U.S. subcontractors, if any) in fulfilling the various functions required for the Feasibility Study: 5 points
- Experience and expertise of the Offeror's local subcontractors in fulfilling the various functions required for the Feasibility Study: 10 points

### **Technical Approach and Work Plan: 25 points maximum**

- Quality of the Offeror's proposed Technical Approach and Work Plan for the Feasibility Study: 15 points
- Quality of the Offeror's proposed schedule for carrying out the Feasibility Study: 10 points

**Country/Regional Experience: 5 points maximum**

- Offeror's experience working in South Africa, sub-Saharan Africa, and/or other similar environments, preferably in the PV solar sector: 5 points

Proposals that do not include all requested information may be considered non-responsive.

Price will not be a factor in contractor selection.

## **ANNEX 1**

Green Cape, 2<sup>nd</sup> Floor, 44A Bloem Street, Cape Town; South Africa

B— South Africa: Feasibility Study for the Western Cape Government Solar PV Project

POC: Jennifer Van Renterghem, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009, Email: RFPQuestions@ustda.gov.

WESTERN CAPE GOVERNMENT SOLAR PV. The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to develop a feasibility study to evaluate the technical, financial, environmental, and other critical aspects of installing 3 megawatts (MW) of rooftop solar photovoltaics on Cape Town central business district provincial buildings in the Western Cape Province of South Africa.

In South Africa, solar photovoltaic power generation has the potential to increase electrification rates and ease strains on the national grid. South Africa has one of the highest global rates of annual solar radiation, averaging approximately 220 watts per square meter ( $W/m^2$ ), compared with about 150  $W/m^2$  for parts of the United States. Within South Africa, the Western Cape Government has been a national leader in implementing energy efficiency strategies and renewable power generation projects such as this advance will substantially advance these goals.

The Green Cape Sector Development Agency NPC (Green Cape), a not-for-profit company (NPC) largely funded by the Western Cape Provincial Government and also supported by the City of Cape Town, is the approved Grantee for this feasibility study. Green Cape works on a variety of projects that study barriers to and opportunities for investment in clean energy, water resource management, and air quality. Green Cape will direct this feasibility study in close coordination with the Western Cape Provincial Government, which will still have overall responsibility to implement the Project.

The primary objective of the Study is to provide the Grantee with analyses and recommendations that will support its decision-making with regard to the implementation of rooftop photovoltaics on public buildings. The U.S. firm selected will be paid in U.S. dollars from a US \$545,000 grant to the Grantee from the U.S. Trade and Development Agency ("USTDA").

A detailed Request for Proposals (RFP), which includes requirements for the Proposal, the Terms of Reference, and portions of a background definitional mission report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to: <https://www.ustda.gov/businessopps/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to retrieve the RFP should

allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

Only U.S. firms and individuals may bid on this USTDA financed activity. Interested firms, their subcontractors and employees of all participants must qualify under USTDA's nationality requirements as of the due date for submission of qualifications and proposals and, if selected to carry out the USTDA-financed activity, must continue to meet such requirements throughout the duration of the USTDA-financed activity. All goods and services to be provided by the selected firm shall have their nationality, source and origin in the U.S. or host country. The U.S. firm may use subcontractors from the host country for up to 20 percent of the USTDA grant amount. Details of USTDA's nationality requirements and mandatory contract clauses are also included in the RFP.

Interested U.S. firms should submit their Proposal in English directly to the Grantee by 10:00 a.m (local South African time), November 19, 2013 at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

## ANNEX 2

# **WESTERN CAPE GOVERNMENT SOLAR PV PROJECT**

## **3.1 Executive Summary**

This proposed project was identified by the Western Cape Government (WCG) Department of Transport and Public Works (DTPW).

The proposed project is designed to provide DTPW with renewable energy solution for the WCG owned buildings in the Cape Town city center using PV solar technology. The proposed PV installation is currently estimated at 3 MW with significant replication potential for many other buildings owned by the WCG and under the custody of the DTPW (mostly schools and hospitals). The proposed 3 MW facility is estimated to decrease the DTPW approximate \$2 million annual electricity bill in half.

The major tasks of the proposed study include:

- Data Collection and Review
- Stakeholder Consultations
- Solar Technology Assessment
- Conceptual Plant Design
- Detailed Cost Estimate Preparation
- Environmental and Social/Development Impact Assessment
- Legal, Regulatory, and Institutional Review
- Financing Options Review
- Implementation Plan
- Tender Documents Preparation
- Draft Final and Final Report Preparation and Presentation

The overall estimated project cost (without contingency) is about \$14 million for 3 MW system. U.S. exports could reach the \$10 million (70%) level on a probability weighted basis. The proposed study cost is estimated at \$543,595 and should be completed within six months.

## **3.2 Project Background and Description<sup>1</sup>**

The Western Cape Government creates laws for and provides services to the people of the Western Cape. It works closely with the national government and municipalities in the Western Cape to ensure that the citizens of the province have access to the services, facilities and information they need.

The Western Cape Government (WCG) consists of 13 departments, namely:

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<sup>1</sup> WCG information is based on [www.westerncape.gov.za](http://www.westerncape.gov.za)

- Department of Agriculture
- Department of Community Safety
- Department of Cultural Affairs and Sport
- Department of Economic Development and Tourism
- Department of Environmental Affairs and Development Planning
- Department of Health
- Department of Human Settlements
- Department of Local Government
- Department of Social Development
- **Department of Transport and Public Works**
- Department of the Premier
- Provincial Treasury
- Western Cape Education Department

Working with a budget of R33.2 billion (in 2010), these departments are responsible for implementing laws and providing services to the people of the Western Cape.

As shown on Exhibit 3-1 below, the Western Cape is situated on the south western tip of the African continent and is one of the nine provinces of South Africa. The province is also home to South Africa's oldest city, Cape Town.

More than 5.4 million people live in the Western Cape on 129 370 km<sup>2</sup> of land (2011). Afrikaans is spoken by the majority, with isiXhosa and English being the other main languages.

The province has the lowest unemployment rate in the country, namely 22.2% (2011), compared with the national average of 23.2%. Information and communications technology is one of the fastest-growing sectors in the province, and operations are being expanded to other provinces. The clothing and textile industry remains the most significant industrial source of employment in the province.

### Exhibit 3-1 – Western Cape Location



WCG owns and uses a number of facilities for own needs and the needs of entities it is responsible for. Following Exhibit provides the partial list of Government buildings that WCG considers for PV solar installations.

### Exhibit 3-2 – WCG Selected Buildings and Structures

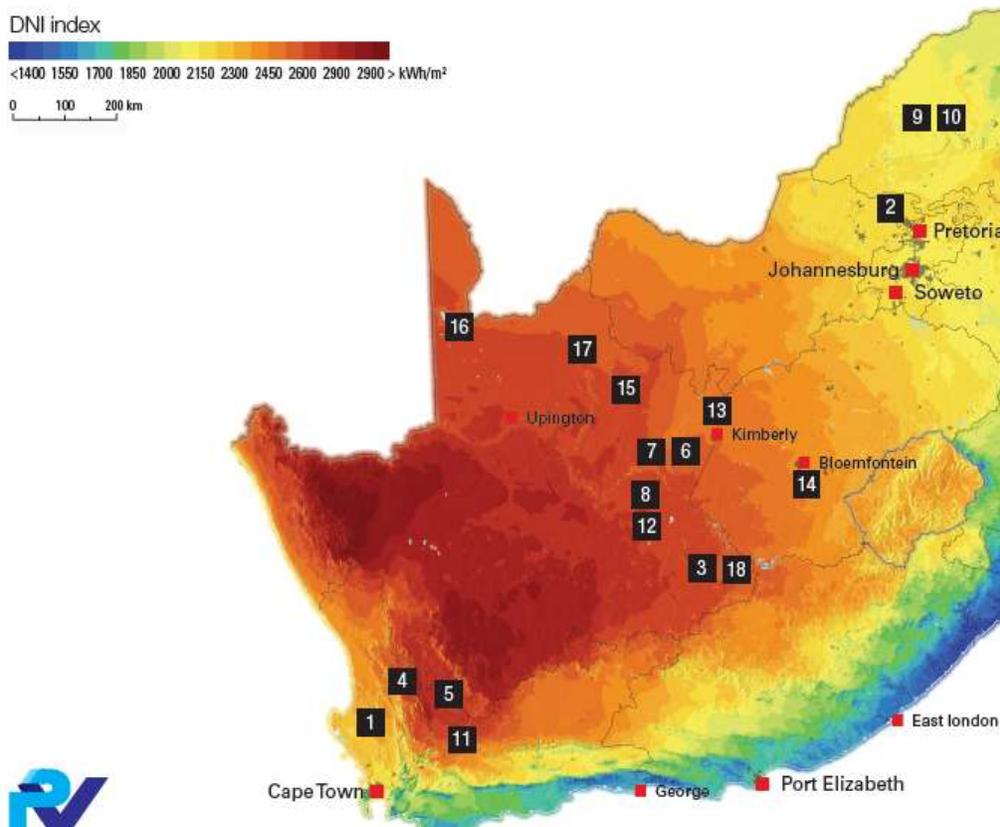
Data is Confidential

Source: WCG, 2013

Data is Confidential

The solar resource in the Western Cape is very good (by international standards), although not as good as in the north western parts of the country. Exhibit 3-3 provides the DNI map for South Africa:

### Exhibit 3-3 – SA 20-yr Average Annual DNI Map



Source: PV-insider.com

## 3.3 Project Sponsor’s Capabilities and Commitment<sup>2</sup>

<sup>2</sup> Department of Transport and Public Works, Annual Report 2011/12

The Department of Transport and Public Works (DTPW or the Department) which has responsibility for most provincial government buildings is an integral part of the WCG. The Department's mandate is derived from the Constitution of the Republic of South Africa, 1996 (Act 108 of 1996), (hereafter referred to as the Constitution) and the Constitution of the Western Cape, 1997. Certain mandates are concurrent responsibilities, while others are exclusively the responsibility of the provincial sphere of government.

The Provincial Public Works branch consists of two chief directorates namely Provincial Facilities Management and Provincial Property Management and the Public Works Administration sub-directorate.

## Exhibit – PPW Major Responsibilities

<b>Provincial Facilities Management</b>	
Education Facilities Management	Constructs, maintains and inspects the Western Cape Government school infrastructure.
	Provides built sector expert advice to the Department of Education and its subsidiaries.
Health Facilities Management	Constructs, maintains and inspects the Western Cape Government health facilities infrastructure.
	Provides built sector expert advice to the Department of Health and its subsidiaries.
General Provincial Buildings Facilities Management	Constructs, maintains and inspects the Western Cape Government general building infrastructure.
	Facilities management and office accommodation for all client departments.
	Provides built sector expert advice to all client departments and their subsidiaries.
<b>Provincial Property Management</b>	
Operational Property Management	Leases properties from private owners for the accommodation of Western Cape Government departments in terms of their service delivery requirements.
	Supports payment of rental, municipal services/ utilities and property rates of all Western Cape Government properties (excluding housing properties).
	Collects rental and service / utility charges from tenants of Western Cape Government properties.
	Secures unallocated vacant Western Cape Government properties against unlawful occupation and regular clears and cleans these properties.
Property Development	Vacant land is acquired for the construction of social infrastructure for Health and Education.
	Vacant buildings are also sometimes acquired for utilization by the Western Cape Government.
	Unused and underutilized provincially owned land and buildings are disposed of and dilapidated state buildings are demolished.
Property Planning	Vests, which is confirmation of ownership of government properties.
	Manages the provincial Immoveable Asset Register.
	Implements the Government Immovable Asset Management Act (Giama).
	Allocates own accommodation to user departments.
	Attends to requests for properties from the public, to the removal of restrictive conditions from title deeds from the public and to special consent applications from municipalities.
<b>Public-Private Partnerships (PPP)</b>	

Asset Finance	Manages financial asset accounts and systems.
	Undertakes feasibility studies.
	Ensures sound property evaluations.
Public Works Administration	Provides diverse services to internal and external clients including horticultural, telecommunication, supply chain management, finance support, IT systems administration support and cleaning services.
	Controls and manages building plans.

Source: [http://www.westerncape.gov.za/eng/your\\_gov/13521](http://www.westerncape.gov.za/eng/your_gov/13521)

DTPW invests significant capital in maintenance and renovation of its buildings. Exhibit 3-4 below provides the assessment of building needs in 2011/12.

#### Exhibit 3-4 – Assessment of DTPW Buildings

DEPARTMENT	CONDITION OF STATE OWNED BUILDINGS (Number and Percentage)										Total
	Very Good		Good		Fair		Poor		Very Poor		
	No	%	No	%	No	%	No	%	No	%	
Health Department	55	3.17	518	29.87	677	39.04	234	13.49	250	14.42	1 734
Education Department	92	5.34	457	26.51	582	33.76	351	20.36	242	14.04	1 724
Other Infrastructure	25	0.95	789	30.01	1 083	41.19	427	16.24	305	11.60	2 629
<b>Grand Total</b>	<b>172</b>	<b>2.83</b>	<b>1 764</b>	<b>28.98</b>	<b>2 342</b>	<b>38.48</b>	<b>1 012</b>	<b>16.63</b>	<b>797</b>	<b>13.09</b>	<b>6 087</b>

The Department, given its responsibility for infrastructure delivery of provincial government infrastructure, has managed 1 038 infrastructure related projects of which 211 were capital projects at various stages of development, 741 were maintenance projects, and 86 were planning projects, amounting to a total infrastructure budget of approximately R 1.5 b and as tabulated in Exhibit 3-5 below.

#### Exhibit 3-5 –DTPW Buildings Expenditures

Infrastructure Managed	Number of projects	Capital projects	Maintenance	Projects in planning	Budget (R'000)	Expenditure (R'000)
Education: Planning, construction and	422	93	298	31	545 758	547 626

maintenance						
Health: Planning, construction and maintenance	296	68	211	24	690 139	688 443
General buildings: infrastructure planning construction and maintenance delivery	320	50	232	31	264 884	287 296
<b>Grand total</b>	<b>1 038</b>	<b>211</b>	<b>741</b>	<b>86</b>	<b>1 500 781</b>	<b>1 523 365</b>

The 1 038 projects managed yielded positive results in the delivery of social infrastructure for the provincial client departments in particular for education, health, and general buildings facilities. In this manner, the Department contributed to improving education outcomes, reducing the burden of disease and building the best run regional government in the world; by delivering infrastructure that is citizen-centric and sustainable.

Overall, WCG is an experienced Grantee that is capable of handling the management and supervision of the proposed scope of work.

### 3.4 Implementation Financing

DTPW can fund projects by either utilizing its own operating budget, by borrowing money, or by the PPP mechanism (Public Private Partnership). The WCG has a track record of utilizing all of these mechanisms. Smaller projects, which can be considered operational improvements (e.g., replacement of equipment or minor system modifications), are generally funded internally from the O&M and Capital budgets.

In addition to annual budget allocations, the Department is generating revenues from various sources as shown in Exhibit 3-6 below.

Table 2.1.7.1: Departmental revenue

	2008/09 Actual R'000	2009/10 Actual R'000	2010/11 Actual R'000	2011/12 Target R'000	2011/12 Actual R'000	% Deviation from target
<b>Tax revenue</b>						
Motor vehicle licenses	865 162	894 986	901 651	912 885	955 777	4.70
<b>Non-tax revenue</b>						
Sales by market	66 534	40 491	75 709	24 000	59 359	147.32
Administrative fees	17 819	15 651	19 527	13 714	23 823	73.71
Other sales	651	1 100	1 391	988	1 364	38.06
Sales: scrap, waste,	5	17	119	0	640	100
<b>Interest, dividends and rent on land</b>	822	118	6 464	0	158	100
<b>Sales of capital assets</b>	17 018	800	94 979	0	1 484	100
<b>Financial transactions</b>	275	27 896	3 876	0	1 013	100
<b>TOTAL DEPARTMENTAL RECEIPTS</b>	<b>968 286</b>	<b>981 059</b>	<b>1 103 716</b>	<b>951 587</b>	<b>1 043 618</b>	<b>9.67</b>

Source: Annual Report 2011/12

Public Works Infrastructure has an annual budget of about R1 billion (~ \$120 million) as identified in Exhibit 3-7. The electricity bill for buildings identified for the PV retrofit is estimated at about \$2 million per year.

### Exhibit 3-7 – Department Budget (Expenses)

Programmes	Main appropriation 2011/12 R'000	Adjustments Appropriated R'000	Virement R'000	Total Voted R'000	Actual Expenditure R'000	Variance R'000
Administration	142 767	(2 725)	(370)	139 672	133 842	5 830
Public Works Infrastructure	1 031 144	65 711	(19 000)	1 077 855	1 058 213	19 642
Transport Infrastructure	1 856 605	63 885	19 000	1 939 490	1 934 446	5 044
Transport Operations	770 625	(2 355)	370	768 640	763 263	5 377
Transport Regulation	265 626	3 250	0	268 876	261 594	7 282
Community Based Programme	49 493	0	0	49 493	47 217	2 276
<b>TOTAL</b>	<b>4 116 260</b>	<b>127 766</b>	<b>0</b>	<b>4 244 026</b>	<b>4 198 575</b>	<b>45 451</b>

Source: Annual Report 2011/12

South African law defines a PPP as a contract between a public sector institution or municipality and a private entity which assumes substantial financial, technical and operational risk in the design, financing, building and operation of a project.

So far, the Western Cape Department of Transport and Public Works has registered three PPP projects with the National Treasury and they are:

- Founders' Garden.
- Prestwich Precinct.
- Head Office Accommodation.

WCG expressed an interest in evaluating the proposed project from the PPP perspective. This activity is included in the proposed TOR. Several PV developers mentioned the PPP model as potentially promising during discussions in SA.

Constant Group is of the opinion that the WCG will be able to fund the proposed PV project using a combination of its operational budget, cash available from borrowings, and potential PPP-type arrangements. It should also be noted that the proposed project is not an incremental additional expenditure, but significant offset to the recurring electricity expense.

### **3.5 Export Potential**

The United States has recently had a modest amount of power-related exports into South Africa. Exhibit 3-8 provides the details of U.S. exports to SA by category.

#### **Exhibit 3-8 – U.S. Exports to South Africa (\$M)**

Data is Confidential

Source: Constant Group Research and Department of Commerce

The proposed PV project targets the installation of PV modules on WCG-owned buildings and structures.

The overall estimated project cost (without contingency) is about \$14 million for a 3 MW system. It should be noted that the WCG has much more areas for installation than originally identified, including numerous hospitals and schools. Therefore the potential replication impacts are fairly large. U.S. exports could reach the \$10 million (70%) level on a probability weighted basis. Exhibit 3-9 shows the approximate breakdown of major equipment costs and the potential share of U.S. exports.

#### **Exhibit 3-9 – Sample Project Budget Estimate and Share of U.S. Exports**

Data is Confidential

Source: Constant Group Estimate

Specific manufacturer responses are Confidential.

*Background on PV Solar Manufacturing in the U.S.*

Data is Confidential

### **3.6 Foreign Competition and Market Entry Issues<sup>3</sup>**

There are well over 100 companies worldwide engaged in the manufacture of solar cells/modules using many different technologies. The top ten solar "cell" manufacturers, according to GTM Research, are shown in the table below. This ranking is based on a market survey of companies who actually manufacture solar cells as opposed to buying them on an OEM basis for resale. The ranking is in terms of mega-watts of output, not number of dollars or number of cells produced. Of the top ten cell producers, six are Chinese manufacturers and all six make use of crystalline silicone technology. Of the remaining top 10, two are from Taiwan, and one each from Germany and Japan.

**Exhibit 3-11 – 2011 Top Worldwide “Cell” Manufacturers**

<b>Rank</b>	<b>Company</b>	<b>Technology</b>	<b>MW-dc</b>
<b>1</b>	<b>JA Solar, China</b>	<b>c-Si</b>	<b>2,500</b>
<b>2</b>	<b>Suntech, China</b>	<b>c-Si</b>	<b>1,900</b>
<b>3</b>	<b>Trina Solar, China</b>	<b>c-Si</b>	<b>1,550</b>
<b>4</b>	<b>Yingli Green, China</b>	<b>c-Si</b>	<b>1,500</b>
<b>5</b>	<b>Q-Cells, Germany</b>	<b>c-Si, CIGS</b>	<b>1,100</b>
<b>6</b>	<b>Canadian Solar, China</b>	<b>c-Si,</b>	<b>1,050</b>

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<sup>3</sup> Draws heavily on [http://solarcellcentral.com/companies\\_page.html](http://solarcellcentral.com/companies_page.html)

7	Hanwha, China	c-Si	925
8	Gintech, Taiwan	c-Si, Thin Film Si	905
9	Motech, Taiwan	c-Si	900
10	Kyocera, Japan	c-Si	775
<b>CIGS = Copper Indium Gallium diSelenide</b>			
<b>c-Si = Crystalline Silicone</b>			

Listed below per LUX Research are the top ten "module" installation companies in 2011. There are considerable differences between the top 10 "cell" manufacturers and the top 10 "module" manufacturers. However, five companies are on both lists. Suntech drops to number two while First Solar moves up to number one on the module top 10 list. (Note: Other research companies have Suntech first and First Solar second. It is basically a tie.) Missing are the Taiwanese companies (Gintech and Motech) who are cell manufacturers only and JA Solar who was a cell only manufacturer, but has since moved into panel manufacturing. Six of the top 10 panel producers are Chinese and during 2011 well over 50% of all solar panels shipped were manufactured in China. There is a general trend for companies to vertically integrate, i.e. manufacture all three stages of production - wafers, cells, and modules. Wafer companies are moving into cells because they have a cost advantage using their own wafers. Pure cell manufacturers are moving into modules, which is basically low tech assembly, but it also gives them a low cost material advantage. Major players want to be totally integrated from wafers to modules and even end user sales and installation. Having an internal supply of material shields companies from the up and down swings of the spot markets and provides an opportunity to "brand" their products.

**Exhibit 3-12 – 2011 Largest Solar “Module” Manufacturers**

Rank	Company	Technology	MW-dc
1	First Solar, US	CdTe	2,001
2	Suntech, China	c-Si	1,866
3	Yingli Green, China	c-Si	1,554
4	Trina Solar, China	c-Si	1,395
5	Canadian Solar, China	c-Si,	1,363
6	Sharp, Japan	c-Si, Thin Film Si	1,155
7	Hanwha, China	c-Si	825
8	Jinko Solar, China	c-Si	782
9	LDK Solar	c-Si	774
10	SolarWorld	a-Si	767
c-Si = Crystalline Silicone, a-Si = Amorphous Silicone, CdTe = Cadmium Telluride			

### *PV Market in South Africa*

Data is Confidential

## **3.7 Developmental Impact**

Infrastructure -- The Project will be used to provide power at competitive prices and to reduce the grid's dependence on coal-based generation. The project is expected to be about 3 MW with significant scale-up capability. The project will be able to provide power to government buildings.

Human Capacity Building -- The proposed plant will have significant job creation impacts as well. The construction of the plant will require temporary manpower, both skilled and unskilled.

Operations phase employment opportunities will be created for technical, administrative, and security people during the commercial operation phase.

## **3.8 Environmental Impact**

The project is expected to have a significant positive effect on the environment. Currently, large thermal plants are considered to be major sources of air pollution. Due to the nature of the technology, the proposed solar plant has no emissions.

Data is Confidential

The construction of the plant will require an appropriate environmental assessment study. The study will address all major issues associated with the construction of a solar facility of this size.

Among anticipated other positive impacts are:

- Substitution of fossil energy with renewable solar;
- No air emissions; and
- No significant exposure to lubricants and other potential water and soil contaminants.

Potential negative impacts are:

- Impacts on flora and fauna due to solar;
- Sound pollution during construction; and
- Heavy equipment transit.

### **3.9 Impact on U.S. Labor**

There is no reason for concern regarding the possibility of negative impacts on U.S. employment due to this project. The project would generate electricity and not products that could be imported into the U.S. On the other hand, positive impacts will result in the event U.S. exporters succeed in obtaining contracts for equipment and services when the project goes forward and even serve as a catalyst for further projects in the region.

No adverse impact is expected from the execution of the proposed project. Its significant export potential would assure the bulk of the production of major goods in the U.S. and their export to the host country. No significant permanent new job creation impacting U.S. jobs is expected outside the U.S.

### **3.10 Qualifications**

Redacted.

### **3.11 Justification**

Justification is Confidential.

### **3.12 Terms of Reference**

Redacted.

### **3.13 Budget and Schedule**

The proposed project implementation schedule is presented in Exhibit 3-13 below. The duration of the total effort is estimated at 6 months with most of the tasks being accomplished sequentially. The Final Report issuance is expected in 6 months since notice to proceed.

**Exhibit 3-13 – Project Schedule**

No.	Task Name	Duration (days)	Months					
			1	2	3	4	5	6
1	Data Collection and Review	25	█					
2	Stakeholder Consultations	2		█				
3	Solar Technology Assessment	25		█				
4	Conceptual Plant Design	20			█			
5	Detailed Cost Estimate Preparation	10				█		
6	Environmental and Social/Development Impact Assessment	20				█		
7	Legal, Regulatory, and Institutional Review	10					█	
8	Financing Options Review	10						█
9	Implementation Plan	10						█
10	Tender Documents Preparation	10						█
12	Draft Final and Final Report Preparation and Presentation	25						█

The recommended feasibility study budget is provided below in Exhibit 3-14. A detailed breakdown by task and discipline is provided for labor. The total budget for this project is estimated to be \$543,595.

**Exhibit 3-14 – Feasibility Study Budget**

**Redacted.**

**3.14 Recommendations**

Recommendations are Confidential

Overall, Constant Group is of the opinion that the potential benefits of this project outweigh the risks.

## ANNEX 3



**U.S. TRADE AND DEVELOPMENT AGENCY  
Arlington, VA 22209-2131**

**NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS**

The purpose of USTDA's nationality, source, and origin requirements is to assure the maximum practicable participation of American contractors, technology, equipment and materials in the prefeasibility, feasibility, and implementation stages of a project.

**USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):**

Except as USTDA may otherwise agree, each of the following provisions shall apply to the delivery of goods and services funded by USTDA under this Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from host country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for implementation of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in host country are not subject to the above restrictions. USTDA will make available further details concerning these standards of eligibility upon request.

**NATIONALITY:**

1) Rule

Except as USTDA may otherwise agree, the Contractor for USTDA funded activities must be either a U.S. firm or a U.S. individual. Prime contractors may utilize U.S.

subcontractors without limitation, but the use of host country subcontractors is limited to 20% of the USTDA grant amount.

## 2) Application

Accordingly, only a U.S. firm or U.S. individual may submit proposals on USTDA funded activities. Although those proposals may include subcontracting arrangements with host country firms or individuals for up to 20% of the USTDA grant amount, they may not include subcontracts with third country entities. U.S. firms submitting proposals must ensure that the professional services funded by the USTDA grant, to the extent not subcontracted to host country entities, are supplied by employees of the firm or employees of U.S. subcontractor firms who are U.S. individuals.

Interested U.S. firms and consultants who submit proposals must meet USTDA nationality requirements as of the due date for the submission of proposals and, if selected, must continue to meet such requirements throughout the duration of the USTDA-financed activity. These nationality provisions apply to whatever portion of the Terms of Reference is funded with the USTDA grant.

## 3) Definitions

A "U.S. individual" is (a) a U.S. citizen, or (b) a non-U.S. citizen lawfully admitted for permanent residence in the U.S. (a green card holder).

A "U.S. firm" is a privately owned firm which is incorporated in the U.S., with its principal place of business in the U.S., and which is either (a) more than 50% owned by U.S. individuals, or (b) has been incorporated in the U.S. for more than three (3) years prior to the issuance date of the request for proposals; has performed similar services in the U.S. for that three (3) year period; employs U.S. citizens in more than half of its permanent full-time positions in the U.S.; and has the existing capability in the U.S. to perform the work in question.

A partnership, organized in the U.S. with its principal place of business in the U.S., may also qualify as a "U.S. firm" as would a joint venture organized or incorporated in the United States consisting entirely of U.S. firms and/or U.S. individuals.

A nonprofit organization, such as an educational institution, foundation, or association may also qualify as a "U.S. firm" if it is incorporated in the United States and managed by a governing body, a majority of whose members are U.S. individuals.

## **SOURCE AND ORIGIN:**

### 1) Rule

In addition to the nationality requirement stated above, any goods (e.g., equipment and materials) and services related to their shipment (e.g., international transportation and insurance) funded under the USTDA Grant Agreement must have their source and origin in the United States, unless USTDA otherwise agrees. However, necessary purchases of goods and project support services which are unavailable from a U.S. source (e.g., local food, housing and transportation) are eligible without specific USTDA approval.

### 2) Application

Accordingly, the prime contractor must be able to demonstrate that all goods and services purchased in the host country to carry out the Terms of Reference for a USTDA Grant Agreement that were not of U.S. source and origin were unavailable in the United States.

### 3) Definitions

“Source” means the country from which shipment is made.

"Origin" means the place of production, through manufacturing, assembly or otherwise.

*Questions regarding these nationality, source and origin requirements may be addressed to the USTDA Office of General Counsel.*

## ANNEX 4

## GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA"), and Green Cape Sector Development Agency NPC ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Grant Agreement US\$545,000 ("USTDA Grant") to fund the cost of goods and services required for a feasibility study ("Study") on the proposed Western Cape Government Solar Photovoltaic Project ("Project") in the Republic of South Africa ("Host Country").

### 1. USTDA Funding

The funding to be provided under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm selected by the Grantee ("Contractor") under which the Contractor will perform the Study ("Contract"). Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the USTDA Grant funds provided under this Grant Agreement.

### 2. Terms of Reference

The Terms of Reference for the Study ("Terms of Reference") are attached as Annex I and are hereby made a part of this Grant Agreement. The Study will examine the technical, financial, environmental, and other critical aspects of the proposed Project. The Terms of Reference for the Study shall also be included in the Contract.

### 3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, USTDA, the Grantee, and the Contractor shall not directly or indirectly provide, offer or promise to provide money or anything of value to any public official in violation of any United States or Host Country laws relating to corruption or bribery.

### 4. Grantee Responsibilities

The Grantee shall undertake its best efforts to provide reasonable support for the Contractor, such as local transportation, office space, and secretarial support.

### 5. Contract Matters and USTDA's Rights as Financier

#### (A) Grantee Competitive Selection Procedures

Selection of the U.S. Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors with advance notice of the procurement published online through *Federal Business Opportunities*

([www.fedbizopps.gov](http://www.fedbizopps.gov)). Upon request, the Grantee will submit these contracting procedures and related documents to USTDA for information and/or approval.

**(B) USTDA's Right to Approve Contractor Selection**

The Grantee shall notify USTDA at the address of record set forth in Article 16 below upon selection of the Contractor to perform the Study. USTDA then shall notify the Grantee whether or not USTDA approves the Grantee's Contractor selection. Upon USTDA approval of the Grantee's Contractor selection, the Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the Study that they were not selected. The Grantee and the Contractor then shall enter into a contract for performance of the Study.

**(C) USTDA's Right to Approve Contract Between Grantee and Contractor**

**(1) Contract**

The Grantee and the Contractor shall enter into a contract for performance of the Study. The Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 16 below, a photocopy of an English language version of the signed contract or a final negotiated draft version of the contract. USTDA then shall notify the Grantee and the Contractor whether or not USTDA approves the contract.

**(2) Amendments and Assignments**

The Grantee or the Contractor may submit any proposed amendment to the contract, including any proposed amendment to any annex thereto, or any proposed assignment of the contract, to USTDA at the address set forth in Article 16 below. USTDA then shall notify the Grantee and the Contractor whether or not USTDA approves the proposed amendment or assignment.

**(D) USTDA Not a Party to the Contract**

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of the contract and any amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the Study and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Grantee or USTDA from asserting any right they might have against the

Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

**(E) Grant Agreement Controlling**

Regardless of USTDA approval, the rights and obligations of any party to the contract or any subcontract thereunder must be consistent with this Grant Agreement. In the event of any inconsistency between the Grant Agreement and the contract or any subcontract funded by the Grant Agreement, the Grant Agreement shall control.

**6. Disbursement Procedures**

**(A) USTDA Approval of Contract Required**

USTDA will make disbursements of Grant funds directly to the Contractor only after USTDA approves the Grantee's contract with the Contractor.

**(B) Contractor Invoice Requirements**

The Grantee should request disbursement of funds by USTDA to the Contractor for performance of the Study by submitting invoices in accordance with the procedures set forth in the USTDA Mandatory Clauses in Annex II.

**7. Effective Date**

The effective date of this Grant Agreement ("Effective Date") shall be the date of signature by both parties or, if the parties sign on different dates, the date of the last signature. In the event that only one signature is dated, such date shall constitute the Effective Date.

**8. Study Schedule**

**(A) Study Completion Date**

The completion date for the Study, which is October 1, 2014 is the date by which the parties estimate that the Study will have been completed.

**(B) Time Limitation on Disbursement of USTDA Grant Funds**

Except as USTDA may otherwise agree, (i) no USTDA funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (ii) no USTDA funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.

## **9. USTDA Mandatory Contract Clauses**

All contracts funded under this Grant Agreement shall include the USTDA Mandatory Contract Clauses set forth in Annex II to this Grant Agreement. All subcontracts funded or partially funded with USTDA Grant funds shall include the USTDA Mandatory Contract Clauses, except for clauses B(1), G, H, I, and J.

## **10. Use of U.S. Carriers**

### **(A) Air**

Transportation by air of persons or property funded under this Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

### **(B) Marine**

Transportation by sea of property funded under this Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

## **11. Nationality, Source and Origin**

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and professional services funded by USTDA under this Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and

(h) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

USTDA will make available further details concerning these provisions upon request.

## **12. Taxes**

USTDA funds provided under this Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for taxes, tariffs, duties, fees or other levies, except for taxes of a de minimis nature referenced above. Nothing in the provision shall preclude any local subcontractor, if any, providing services under this USTDA Grant from fulfilling its obligations to the appropriate revenue authority under the laws of the Host Country.

## **13. USTDA Project Evaluation**

The parties will cooperate to assure that the purposes of the Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report, the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project. Inquiries will include, but not be limited to, whether the Final Report recommendations have been or will be used to implement the Project, anticipated Project implementation timeline, and likely source of financing. In addition, the Grantee agrees to notify USTDA any time the Grantee selects a new primary contact person for this Project during the five-year period referenced above.

## **14. Recordkeeping and Audit**

The Grantee agrees to maintain books, records, and other documents relating to the Study and this Grant Agreement adequate to demonstrate implementation of its responsibilities under this Grant Agreement, including the selection of contractors, receipt and approval of contract deliverables, and approval or disapproval of contractor invoices for payment by USTDA. Such books, records, and other documents shall be separately maintained for three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review books, records, and other documents relating to the Study and the Grant Agreement.

## **15. Representation of Parties**

For all purposes relevant to this Grant Agreement, the Government of the United States of America will be represented by the U. S. Ambassador to Host Country or USTDA and Grantee will be represented by its Assistant Executive Manager: Special Projects in the Department of Transport and Public Works. The parties hereto may, by written notice, designate additional representatives for all purposes under this Grant Agreement.

## 16. Addresses of Record for Parties

Any notice, request, document, or other communication submitted by either party to the other under the Grant Agreement shall be in writing or through an electronic medium that produces a tangible record of the transmission, such as a facsimile or e-mail message, and will be deemed duly given or sent when delivered to such party at the following:

To: Francois du Plessis  
CEO  
Green Cape Sector Development Agency NPC  
2<sup>nd</sup> Floor, 44A Bloem Street  
Cape Town, Western Cape, South Africa, 8001

Phone: +27 21 811 0250  
Fax: +27 21 762 5763  
E-Mail: francois@green-cape.co.za

To: U.S. Trade and Development Agency  
1000 Wilson Boulevard, Suite 1600  
Arlington, Virginia 22209-3901  
USA

Phone: (703) 875-4357  
Fax: (703) 875-4009  
E-Mail: grantnotices@ustda.gov and  
africa@ustda.gov

All such communications shall be in English, unless the parties otherwise agree in writing. In addition, the Grantee shall provide USTDA's Africa Business Development Office in the U.S. Consulate General in Johannesburg, South Africa with a copy of each communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Appropriation No.: 11 13/14 1001  
Activity No.: 2013-11015 A  
Reservation No.: 2013169  
Grant No.: GH201311169

## 17. Implementation Letters

To assist the Grantee in the implementation of the Study, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by this Grant Agreement. USTDA may also issue implementation letters to (i) extend the estimated completion date set forth in Article 8(A) above, or (ii) change the fiscal data set forth in Article

16 above. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by this Grant Agreement.

#### **18. Grant Agreement Amendments**

Either party may submit to the other party at any time a proposed amendment to the Grant Agreement. A Grant Agreement amendment shall be effective only if it has been signed by both parties.

#### **19. Termination Clause**

Either party may terminate this Grant Agreement by giving the other party written notice thereof. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the Study, except for payments that may be made pursuant to Clause I of the USTDA Mandatory Contract Clauses set forth in Annex II to this Grant Agreement. This article and Articles 5, 12, 13, 14, and 21 of the Grant Agreement shall survive termination of the Grant Agreement.

#### **20. Non-waiver of Rights and Remedies**

No delay in exercising any right or remedy accruing to either party in connection with the Grant Agreement shall be construed as a waiver of such right or remedy.

#### **21. U.S. Technology and Equipment**

By funding this Study, USTDA seeks to promote the project objectives of the Host Country through the use of U.S. technology, goods, and services. In recognition of this purpose, the Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.

#### **22. Governing Law**

This Grant Agreement shall be governed by, and construed in accordance with, the applicable laws of the United States of America. In the absence of federal law, the laws of the State of New York shall apply.

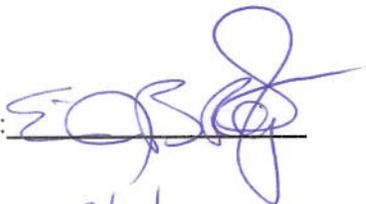
#### **23. Counterparts**

This Grant Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts may be delivered via electronic mail or other transmission method and any counterpart so delivered shall be deemed to be valid and effective for all purposes.

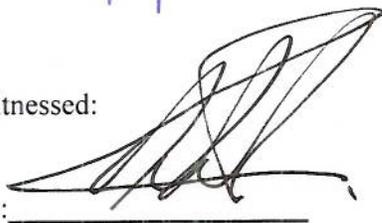
**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Government of the United States of America and Green Cape Sector Development Agency NPC, each acting through its duly authorized representative, have caused this Grant Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

**For the Government of the  
United States of America**

By: 

Date: 9/11/13

Witnessed: 

By: \_\_\_\_\_

**For Green Cape Sector Development  
Agency NPC**

By: 

Date: 11 September 2013

Witnessed:

By: 

**Annex I -- Terms of Reference**

**Annex II -- USTDA Mandatory Clauses**

## Annex I

### **Terms of Reference**

This Study shall evaluate the technical, financial, environmental, and other critical aspects of the proposed Western Cape Government Solar Photovoltaic (PV) Project (“Project”) in South Africa. In particular, the Study shall evaluate the feasibility of installing 3 megawatts (MW) of rooftop solar photovoltaics on provincial buildings, including schools, hospitals, and government facilities. The primary objective of the Study is to provide the Grantee with analyses and recommendations that will support its decision-making with regard to the implementation of the Project.

#### **Task 1: Data Collection and Review**

*Subtask 1.1: Conduct a Kick-Off Meeting:* The Contractor shall organize a kickoff meeting with the Grantee and other relevant stakeholders. The Grantee shall coordinate with the Contractor to identify appropriate personnel and other relevant stakeholders to participate in the kickoff meeting. During the kickoff meeting, the Contractor shall introduce the Contractor’s team; review the tasks to be performed under these Terms of Reference; and gather input from the Grantee regarding the Grantee’s goals for the Study and salient issues surrounding the Grantee’s plans for the Project.

For the kickoff meeting, the Contractor shall coordinate with the Grantee on appropriate meeting content; prepare an agenda, handouts, and presentation materials, as needed, for all meeting attendees; conduct the meeting and facilitate discussion; draft a report of the meeting and distribute the meeting report to meeting attendees and other relevant stakeholders identified by the Grantee; and maintain meeting records, including the agenda, any handouts and presentation materials, a list of all meeting participants, and the meeting report.

*Sub Task 1.2: Data Collection and Review:* The Contractor shall analyze existing solar resource and meteorological data for the Western Cape Province, including but not limited to:

- Solar resource and meteorological hourly time series data, including direct normal irradiance (DNI), temperature, relative humidity, wind speed, and wind direction from available local, national, and international data sets.
- Publically available satellite-derived data
- Local weather stations measurements
- Prior reports analyzing regional solar resource and meteorological data (if any)
- Prior feasibility studies for solar projects in the Western Cape (if any)

The Contractor shall analyze the data to create a typical meteorological year (TMY) to be used in a performance impact assessment.

In addition, the Contractor shall collect and review the following non-solar data:

- Grantee's electricity load data, including hourly profiles for typical days
- Electricity supply/demand data for Cape Town and for the Grantee's proposed buildings for rooftop solar installation
- Available rooftop information for the Grantee's buildings, garages, warehouses, etc.
- Grantee's current electricity bill structure and tariffs
- Forecast of the Grantee's electricity bills, including future tariffs and usage increases/decreases
- Available ground area information near the Grantee's proposed buildings for rooftop solar installation.

**Task 1 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 1.

## **Task 2: Stakeholder Consultations**

In consultation with the Grantee, the Contractor shall identify key stakeholders for the development of the Western Cape's solar rooftop installations, which may include relevant departments within the provincial government, ESKOM, the National Energy Regulator of South Africa, and the South African National Energy Development Institute.

The Contractor shall organize a one-day roundtable meeting with the key stakeholders identified above. The meeting shall take place at the Grantee's facilities or at another appropriate venue agreed upon by the Contractor and the Grantee, such venue to be provided at the Grantee's cost. External stakeholders shall be responsible for any expenses related to their travel to and participation in the roundtable meeting. During the roundtable meeting, the Contractor shall: introduce the Contractor's Study team; identify and discuss the objectives of the Study and the Project; review the tasks to be performed under these Terms of Reference; review the Grantee's existing and future electricity supply and demand needs; and discuss the Grantee's current (if applicable) and future sales of electricity to the grid or to other consumers/load areas (as relevant). Based on this discussion, the Contractor shall outline the desired objectives for implementing rooftop solar PVs in the Western Cape Province with regard to operations, collections and billing, grid integration, revenue organization, and any other areas identified during the roundtable meeting.

For the roundtable meeting, the Contractor shall: coordinate with the Grantee on appropriate meeting content; prepare an agenda, handouts, and presentation materials, as needed, for all meeting attendees; conduct the meeting and facilitate discussion; draft a report of the meeting and distribute the meeting report to meeting attendees and other

relevant stakeholders identified by the Grantee; and maintain meeting records, including the agenda, any handouts and presentation materials, a list of all meeting participants, and the meeting report.

**Task 2 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 2.

### **Task 3: Solar Technology Assessment**

In consultation with the Grantee, the Contractor shall identify and evaluate solar photovoltaic programs in at least three countries that are applicable and can serve as benchmarks for the implementation of solar rooftop PVs in South Africa. The Contractor shall evaluate solar PV technologies used in each of these programs and their applicability to the Grantee's Project.

The Contractor shall prepare an overview of commercially available solar PV technology offerings (including, but not limited to, thin film and polycrystalline cells), and a recommendation of the technology (or technologies) best suited to the Grantee's application. The Contractor shall analyze several scenarios for the recommended technology (or technologies) including, but not limited to:

- Partial self-generation (with and without battery storage)
- Full self-generation (with and without battery storage)
- Partial/Full self-generation (with and without battery storage) with excess sale to the local grid
- Partial/Full self-generation (with and without battery storage) with excess sale to specific consumers/load areas
- Other options as identified in Task 2

The Contractor shall prepare high-level cost estimates for all scenarios outlined above.

The Contractor shall estimate operational costs for the recommended technology (or technologies) in all of the scenarios outlined above. In developing the operational cost estimate, the Contractor shall undertake a site review to determine soiling rates for the recommended PV technology (or technologies) and create a performance impact assessment. The operational cost estimate shall also include an operations and maintenance (O&M) optimization strategy outline. The optimization strategy outline shall make recommendations for maximizing the use of the recommended solar technology (or technologies) and increasing performance through preventative maintenance.

The Contractor shall complete a water resource analysis and review to determine water needs and treatment requirements for the recommended technology (or technologies) for all the scenarios outlined above. The Contractor shall identify all assumptions made in developing the conceptual design and in estimating capital and operational costs.

For all the scenarios listed above, the Contractor shall include, at a minimum, the following identified items:

- Life cycle cost analysis of equipment
- Thermal efficiency
- Estimated solar-weighted mirror reflectance at end of life cycle
- Sun-tracking accuracy
- Optical efficiency
- Typical system operating temperature range
- Design point efficiency
- Typical annual average efficiency
- Minimum solar flux to produce net power
- Relative system cost vs. capacity factor
- Water consumption needed for washing
- Indicative annual energy generation
- Indicative design point gross electric output
- Emissions and effluent data
- Noise levels
- Height and visibility of tallest structures
- Maximum wind speeds and gust durations PV systems can tolerate in both stow and operational modes.

The Contractor shall perform a base case economic evaluation for all scenarios outlined above, taking into account particular solution efficiency, lifecycle cost, and any back-up needs. The Contractor shall analyze these scenarios on a stand-alone basis as well as on the comparative basis to the existing scenario where the Grantee continues to buy electricity from ESKOM. The output of the Contractor's analysis shall include net present value, internal rate of return, repayment period, and other economic metrics.

The Contractor shall prepare and deliver to the Grantee a Technology Assessment Report that contains the information collected, work performed, and analysis provided under Tasks 1-3. The Report shall include the recommendation on the base scenario and specific PV technology (or technologies).

**Task 3 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 3.

#### **Task 4: Conceptual Design**

Taking into consideration the Contractor's recommendations in Task 3, the Grantee shall select a technology (or technologies) and supply scenario (i.e. partial or full self-generation, with or without battery storage). Based on the Grantee's selection, the Contractor shall develop a conceptual design of the solar PV rooftop system in order to estimate capital and operational costs, as well as electricity production.

The Contractor's conceptual design shall include the preliminary layout of PV panels/inverters, their placement, interconnect wiring, and other necessary structures. In case additional sites are required, the Contractor shall use publically available geotechnical information and the report from Task 3 to determine earthwork, foundation designs, and civil costs. Geotechnical information shall include boreholes analysis and accurate topographical data.

The Contractor shall prepare installation drawings. If different buildings have specific rooftop topology that require installation differentiation, the Contractor shall prepare installation drawings for each layout.

The Contractor shall prepare and deliver to the Grantee a Preliminary Design Report that contains the information collected, work performed, and analysis provided under this Task.

**Task 4 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 4.

**Task 5: Detailed Cost Estimate Preparation:**

Once the Contractor has completed the preliminary engineering, it shall prepare a detailed engineering, procurement, and construction (EPC)-type cost estimate. The Contractor's estimate shall include a detailed breakdown of equipment and materials for all major components, including but not limited to major equipment, balance of plant, instrumentation and controls, water treatment, electrical interconnection, and the cost of land acquisition/lease (if any). Per Task 7 below, the Contractor's estimates shall also factor any permitting requirements, local building requirements, and other constraints (right-of-way, zoning ordinances, etc.).

**Task 5 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 5.

**Task 6: Environmental and Social/Development Impact Assessment**

The Contractor shall conduct environmental and social impact assessments for the Project. The Contractor's environmental assessment shall include, but not be limited to, the following:

- Construction needs
- Air/water quality and noise
- Socio-economics/human resources
- Environmental risk assessment
- Occupational health and safety

The Contractor shall also provide a report on the potential social and developmental impacts of the Project in the Host Country. The Contractor shall focus on what the economic development outcomes will be if the Project is implemented according to the Study recommendations. While the report shall specifically address the immediate impact of the Project, the Contractor shall also discuss, where appropriate, any additional developmental benefits of the Project, including spin-off and demonstration effects. The Contractor's analysis of potential benefits of the Project shall be as concrete and detailed as possible. In particular, the Contractor shall provide estimates of the Project's anticipated social and developmental impacts in the following areas:

- **Infrastructure**: The Contractor shall identify the anticipated infrastructure impacts of the Pilot, giving a brief synopsis and concrete examples of infrastructure impacts. Examples of infrastructure impacts related to implementation of the Project may include the installation of solar photovoltaic panels and related PV technologies, as well as any new ancillary infrastructure required for implementation of the Project. The Contractor shall provide specific information about the anticipated infrastructure impacts of the Project, such as the number of PV modules to be installed, as well as the anticipated impact of this infrastructure on access to affordable, reliable electricity in the Western Cape Province.
- **Market-Oriented Reform**: The Contractor shall identify and describe any regulations, laws, or institutional changes that are recommended and the effect they would have if implemented.
- **Human Capacity Building**: The Contractor shall identify the anticipated number and types of local jobs that would be created or retained as a result of the Project, including staff positions that would be needed to construct and operate the Project, the number of people that will be needed to process construction materials, as well as the number of people who will receive training and a brief description of any required training program.
- **Technology Transfer and Productivity Enhancement**: The Contractor shall describe any advanced technologies that will be implemented as a result of the Project, and a description of any efficiency that will be gained.
- **Other**: The Contractor shall identify any other anticipated development impacts or benefits that would result from an increased use of solar power for energy generation in the Western Cape Province, such as positive spin-off effects on other sectors of the economy, indirect support for new employment opportunities, improved living standards, etc.

**Task 6 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 6.

### **Task 7: Legal, Regulatory, and Institutional Review**

The Contractor shall conduct a review of the anticipated impact of South Africa's laws, regulations, standards, and institutions on the implementation of solar rooftop PVs in the Western Cape Province. At a minimum, this review shall include permitting requirements, local building requirements, and ordinance constraints. Laws and regulations shall be accounted for in the cost and schedule per Task 5 above. Throughout the course of the Study, the Contractor shall continue to monitor any changes in laws, regulations, standards, and institutions that impact Project implementation.

The Contractor shall analyze the regulatory environment in relation to the economic potential of this Project, to determine its total impact on the Project, positive or negative.

The Contractor shall take these regulations, laws, standards, and institutions into account while carrying out Tasks 8-11 below.

**Task 7 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 7.

### **Task 8: Financing Options Review**

The Contractor shall provide a detailed analysis of various potential financing mechanisms for the Project, with an emphasis on public-private partnership (PPP) structures. The Contractor shall evaluate previous PPP mechanisms employed by the Grantee to determine their utility for this Project. In addition, the Contractor shall analyze other financing mechanisms such as tariff levy, bond issuance, loans, creative funding structures with PV manufacturers, energy supply company (ESCO)-type funding, and others.

The Contractor shall also analyze various potential sources of external financing for the Project, such as: Government of South Africa budgetary resources; bilateral lending agencies such as the Export-Import Bank of the United States; multilateral lending agencies such as the World Bank and the Africa Development Bank; and private sector source of financing, such as commercial loans, supplier credits, and bond markets. The Contractor shall provide the Grantee with recommendations for the financial structure and sources of financing for the Project. The recommendations for the financial structure and sources of financing for the Project shall seek to maximize local funding for the Project, as well as to support the economical viability of the Project.

**Task 8 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 8.

### **Task 9: Implementation Plan**

The Contractor shall prepare a comprehensive plan, schedule, and timeline required for Project implementation at each site. The Contractor shall include in the schedule a Critical Path Analysis (CPA) and detailed implementation milestone descriptions. The implementation program shall identify all the steps the Grantee will need to take subsequent to the Study's completion to implement the Project, such as:

- Compliance with all institutional, legal, regulatory, and standards requirements, including all necessary approvals, certifications, and permits
- Financial arrangements
- Procurements of goods and services
- Systems installation, integration, operation, management, and maintenance requirements
- Staffing and training requirements

The implementation program shall include a recommended schedule for implementing the Project, including recommendations for phasing, milestones, and prioritization of investments based on the following factors:

- Technology selected
- Availability of resources for installation, organization, and maintenance
- Cost implications and availability of funding
- Direct and indirect benefits of photovoltaic installations

**Task 9 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 9.

### **Task 10: Tender Documents Preparation**

The Contractor shall prepare a set of tender documents ready for project execution for the Project (under separate cover); these documents shall include:

- Project background and information
- Technical specifications, including basic engineering, drawing, and performance model simulations
- Draft contract clauses, including appropriate commercial terms for Project execution and terms for a performance guarantee framework arrangement.

Execution documents shall be prepared in collaboration with the Grantee's staff. The Contractor shall work with the Grantee to develop tender documents that help ensure an open, competitive bidding process.

**Task 10 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 10.

**Task 11: Draft Final and Final Report Preparation and Presentation**

The Contractor shall prepare and deliver to the Grantee a substantive and comprehensive draft final report of all work performed pursuant to these Terms of Reference (“Draft Final Report”). In addition to including all deliverables that have been provided to the Grantee pursuant to these Terms of Reference, the Draft Final Report shall identify prospective U.S. sources of supply for implementation of the Pilot and the Project. For each U.S. source of supply identified, the Contractor shall include: company name, point of contact, address, telephone and fax numbers, e-mail address, and relevant good(s) and/or service(s) provided.

After the Grantee has reviewed the Draft Final Report, the Contractor shall conduct a final report meeting with the Grantee at the Grantee’s facilities or at another appropriate venue agreed upon by the Contractor and the Grantee, such venue to be provided at the Grantee’s cost. The Grantee shall identify appropriate personnel and other relevant stakeholders to participate in the final report meeting.

During the final report meeting, the Contractor shall: review all work performed under these Terms of Reference; present the findings and recommendations from the Draft Final Report; and gather feedback from the Grantee on the Draft Final Report and Grantee requests for changes to the Draft Final Report, if any.

For the final report meeting, the Contractor shall: coordinate with the Grantee on appropriate meeting content; prepare an agenda, handouts, and presentation materials, as needed, for all meeting attendees; conduct the meeting and facilitate discussion; draft a report of the meeting and distribute the meeting report to meeting attendees and other relevant parties; and maintain meeting records, including the agenda, any handouts and presentation materials, a list of all meeting participants, and the meeting report, for inclusion in the Final Report.

Once the Contractor has incorporated the Grantee’s requests for changes into the Draft Final Report, the Contractor shall prepare and deliver to the Grantee and USTDA a substantive and comprehensive final report of all work performed under these Terms of Reference (“Final Report”). The Final Report shall be organized according to the above tasks, and shall include all deliverables and documents that have been provided to the Grantee. The Final Report shall be prepared in accordance with Clause J of Annex II of the Grant Agreement.

## Annex II

### USTDA Mandatory Contract Clauses

#### A. USTDA Mandatory Clauses Controlling

The parties to this Contract acknowledge that this Contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and the Green Cape Sector Development Agency NPC ("Client"), dated \_\_\_\_\_ ("Grant Agreement"). The Client has selected \_\_\_\_\_ ("Contractor") to perform the feasibility study ("Study") for the Western Cape Government Solar Photovoltaic Project ("Project") in South Africa ("Host Country"). The Client and the Contractor are the parties to this Contract, and they hereinafter are referred to collectively as the "Contract Parties." Notwithstanding any other provisions of this Contract, the following USTDA Mandatory Contract Clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA Mandatory Contract Clauses, except for clauses B(1), G, H, I, and J. In addition, in the event of any inconsistency between the Grant Agreement and the Contract or any subcontract thereunder, the Grant Agreement shall be controlling.

#### B. USTDA as Financier

##### (1) USTDA Approval of Contract

This Contract, and any amendment thereto, including any amendment to any annex thereto, and any proposed assignment of this Contract, must be approved by USTDA in writing in order to be effective with respect to the expenditure of USTDA Grant funds. USTDA will not authorize the disbursement of USTDA Grant funds until the Contract conforms to modifications required by USTDA during the Contract review process and the Contract has been formally approved by USTDA. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor an English language version of a final negotiated draft Contract or a signed Contract to the attention of the General Counsel's office at USTDA's address listed in Clause N below.

##### (2) USTDA Not a Party to the Contract

It is understood by the Contract Parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of this Contract and amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The Contract Parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval

rights shall be made as a financier in the course of financing the Study and shall not be construed as making USTDA a party to the Contract. The Contract Parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the Contract Parties or the parties to any subcontract, jointly or separately; and in consideration of USTDA's role as financier, the Contract Parties further agree that USTDA's rights may be exercised without thereby incurring any responsibility or liability, in contract, tort, or otherwise, to the Contract Parties or the parties to any subcontract. Any approval or failure to approve by USTDA shall not bar the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

### **C. Nationality, Source and Origin**

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and professional services funded by USTDA under the Grant Agreement:

- (a) the Contractor must be a U.S. firm;
- (b) the Contractor may use U.S. subcontractors without limitation;
- (c) employees of U.S. Contractor or U.S. subcontractor firms shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the United States, except as provided pursuant to subpart (d) below;
- (d) up to twenty percent (20%) of the USTDA Grant amount may be used to pay for services performed by (i) Host Country subcontractors, and/or (ii) Host Country nationals who are employees of the Contractor;
- (e) a Host Country subcontractor may only be used for specific services from the Terms of Reference identified in the subcontract;
- (f) subcontractors from countries other than the United States or Host Country may not be used;
- (g) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and
- (h) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions.

USTDA will make available further details concerning these provisions upon request.

#### **D. Recordkeeping and Audit**

The Contractor and subcontractors funded under the Grant Agreement shall maintain, in accordance with generally accepted accounting procedures, books, records, and other documents, sufficient to reflect properly all transactions under or in connection with the Contract. These books, records, and other documents shall clearly identify and track the use and expenditure of USTDA funds, separately from other funding sources. Such books, records, and documents shall be maintained during the period of performance of work provided for by this Contract, and for a period of three (3) years after final disbursement by USTDA. The Contractor and subcontractors shall afford USTDA, or its authorized representatives, the opportunity at reasonable times for inspection and audit of such books, records, and other documentation.

#### **E. U.S. Carriers**

##### **(1) Air**

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

##### **(2) Marine**

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

#### **F. Workman's Compensation Insurance**

The Contractor shall provide adequate Workman's Compensation Insurance coverage for work performed under this Contract.

#### **G. Reporting Requirements**

The Contractor shall advise USTDA by letter as to the status of the Project on March 1st annually for a period of two (2) years after completion of the Study. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and designate the Contractor's contact point including name, telephone, fax number, and e-mail address. Since this information may be made publicly available by USTDA, any information which is confidential shall be designated as such by the Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such information in accordance with applicable law.

## **H. Disbursement Procedures**

### **(1) USTDA Approval of Contract**

Disbursement of Grant funds will be made only after USTDA approval of this Contract.

### **(2) Payment Schedule Requirements**

A payment schedule for disbursement of Grant funds to the Contractor shall be included in this Contract. Such payment schedule must conform to the following USTDA requirements: (1) up to twenty percent (20%) of the total USTDA Grant amount may be used as a mobilization payment; (2) all other payments, with the exception of the final payment, shall be based upon Contract performance milestones; and (3) the final payment may be no less than fifteen percent (15%) of the total USTDA Grant amount, payable upon approval by USTDA of a Final Report that has been (i) prepared and submitted in accordance with the requirements set forth in Clause I below, and (ii) approved in writing by the Client in the manner provided for by Clause H(3)(b)(iii) below. Invoicing procedures for all payments are described below.

### **(3) Contractor Invoice Requirements**

USTDA will make all disbursements of USTDA Grant funds directly to the Contractor. The Contractor must provide USTDA with an ACH Vendor Enrollment Form (available from USTDA) with the first invoice. The Client shall request disbursement of funds by USTDA to the Contractor for performance of the Contract by submitting the following to USTDA:

#### **(a) Contractor's Invoice**

The Contractor's invoice shall include reference to an item listed in the Contract payment schedule, the requested payment amount, and an appropriate certification by the Contractor, as follows:

##### **(i) For a mobilization payment (if any):**

"As a condition for this mobilization payment, the Contractor certifies that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA. "

##### **(ii) For Contract performance milestone payments:**

"The Contractor has performed the work described in this invoice in accordance with the terms of its Contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(iii) For final payment:

"The Contractor has performed the work described in this invoice in accordance with the terms of its Contract with the Client and is entitled to payment thereunder. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client's approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

**(b) Client's Approval of the Contractor's Invoice**

(i) The invoice for a mobilization payment must be approved in writing by the Client.

(ii) For Contract performance milestone payments, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement."

(iii) For final payment, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client. "

**(c) USTDA Address for Disbursement Requests**

Requests for disbursement shall be submitted to the attention of the Finance Department at USTDA's address listed in Clause N below, or by e-mail to [invoices@ustda.gov](mailto:invoices@ustda.gov).

## **I. Termination**

### **(1) Method of Termination**

Either Contract Party may terminate this Contract upon giving written notice to the other party and USTDA. This notice shall be effective after either 30 days, or any other period set forth elsewhere in this Contract. Furthermore, this Contract shall terminate immediately upon notification of USTDA's termination of the Grant Agreement or the term of availability of any funds thereunder.

### **(2) Ramifications of Termination**

In the event that this Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for payment for the value of the work performed pursuant to the terms of this Contract. Likewise, in the event of such termination, USTDA is entitled to receive from the Contractor all USTDA Grant funds previously disbursed to the Contractor (including but not limited to mobilization payments) which exceed the value of the work performed pursuant to the terms of this Contract.

### **(3) Survivability**

Clauses B, D, G, H, I, and O of the USTDA Mandatory Contract Clauses shall survive the termination of this Contract.

## **J. USTDA Final Report**

### **(1) Definition**

"Final Report" shall mean the Final Report described in the attached Annex I Terms of Reference or, if no such "Final Report" is described therein, "Final Report" shall mean a substantive and comprehensive report of work performed in accordance with the attached Annex I Terms of Reference, including any documents delivered to the Client.

### **(2) Final Report Submission Requirements**

The Contractor shall provide the following to USTDA:

- (a)** One (1) complete hard copy of the Final Report for USTDA's records. This version shall have been approved by the Client in writing and must be in the English language. It is the responsibility of the Contractor to ensure that confidential information, if any, contained in this version be clearly marked. USTDA will maintain the confidentiality of such information in accordance with applicable law.

and

(b) One (1) hard copy of the Final Report suitable for public distribution ("Public Version"). The Public Version shall have been approved by the Client in writing and must be in the English language. As this version will be available for public distribution, it must not contain any confidential information. If the report in (a) above contains no confidential information, it may be used as the Public Version. In any event, the Public Version must be informative and contain sufficient Project detail to be useful to prospective equipment and service providers.

and

(c) Two (2) CD-ROMs, each containing a complete copy of the Public Version of the Final Report. The electronic files on the CD-ROMs shall be submitted in a commonly accessible read-only format. As these CD-ROMs will be available for public distribution, they must not contain any confidential information. It is the responsibility of the Contractor to ensure that no confidential information is contained on the CD-ROMs.

The Contractor shall also provide one (1) hard copy of the Public Version of the Final Report to USTDA's Africa Business Development Office at the U.S. Consulate General in Johannesburg, South Africa, for informational purposes.

### **(3) Final Report Presentation**

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, and USTDA's address. If the complete version of the Final Report contains confidential information, the Contractor shall be responsible for labeling the front cover of that version of the Final Report with the term "Confidential Version." The Contractor shall be responsible for labeling the front cover of the Public Version of the Final Report with the term "Public Version." The front cover of every Final Report shall also contain the following disclaimer:

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U.S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain USTDA's logo, USTDA's address, and USTDA's mission statement. Camera-ready copy of USTDA Final Report specifications will be available from USTDA upon request.

(c) The Contractor shall affix to the front of the CD-ROM a label identifying the Host Country, USTDA Activity Number, the name of the Client, the name of the Contractor who prepared the report, a report title, and the following language:

“The Contractor certifies that this CD-ROM contains the Public Version of the Final Report and that all contents are suitable for public distribution.”

(d) The Contractor and any subcontractors that perform work pursuant to the Grant Agreement must be clearly identified in the Final Report. Business name, point of contact, address, telephone and fax numbers, and e-mail address shall be included for Contractor and each subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, shall identify the availability of prospective U.S. sources of supply. Business name, point of contact, address, telephone and fax numbers, and e-mail address shall be included for each commercial source.

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification by the Client to this effect provided on or with the invoice for final payment will meet this requirement.

(g) The Client, USTDA, and the Commercial and/or Economic Section(s) of the U.S. Embassy in Host Country shall have irrevocable, worldwide, royalty-free, non-exclusive rights to use and distribute the Final Report.

#### **K. Modifications**

All changes, modifications, assignments or amendments to this Contract, including the appendices, shall be made only by written agreement by the Contract Parties hereto, subject to written USTDA approval.

#### **L. Study Schedule**

##### **(1) Study Completion Date**

The completion date for the Study, which is October 1, 2014, is the date by which the Contract Parties estimate that the Study will have been completed.

## **(2) Time Limitation on Disbursement of USTDA Grant Funds**

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this Contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) no USTDA funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.

## **M. Business Practices**

The Contract Parties recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, the Contract Parties shall fully comply with all United States and Host Country laws relating to corruption or bribery. For example, the Contractor and its subcontractors shall fully comply with the requirements of the Foreign Corrupt Practices Act, as amended (15 U.S.C. §§ 78dd-1 et seq.). Each Contract Party agrees that it shall require that any agent or representative hired to represent it in connection with the Study will comply with this paragraph and all laws which apply to activities and obligations of that Contract Party, including, but not limited to, those laws and obligations referenced above.

## **N. USTDA Address and Fiscal Data**

Any communication with USTDA regarding this Contract shall be sent to the following address and include the fiscal data listed below:

U.S. Trade and Development Agency  
1000 Wilson Boulevard, Suite 1600  
Arlington, Virginia 22209-3901  
USA

Phone: (703) 875-4357  
Fax: (703) 875-4009

### Fiscal Data:

Appropriation No.: 11 13/14 1001  
Activity No.: 2013-11015 A  
Reservation No.: 2013169  
Grant No.: GH201311169

## **O. Taxes**

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country, except for taxes of a de minimis nature imposed on local lodging, food, transportation, or airport arrivals or departures. Neither the Client nor the Contractor will seek reimbursement from USTDA for taxes, tariffs, duties, fees or other levies, except for taxes of a de minimis nature referenced above.

## **P. Export Licensing**

The Contractor and all subcontractors are responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.

## **Q. Contact Persons**

The Client designates the following person as the contact person for matters concerning this Contract:

Name: Francois du Plessis  
Title: CEO  
Phone: +27 21 811 0250  
Fax: +27 21 762 5763  
E-Mail: francois@green-cape.co.za

The Contractor designates the following person as the contact person for matters concerning this Contract:

Name:  
Title:  
Phone:  
Fax:  
E-Mail:

If anyone designated by a Contract Party as a contact person ceases service as a contact person at any point during the ten-year period following the date of signing of this Contract, the Contract Party that had designated that contact person shall provide USTDA and the other Contract Party with the name and contact information of a replacement contact person.

## **R. Liability**

This Contract may include a clause that limits the liability of the Contract Parties, provided that such a clause does not (i) disclaim liability for special, incidental, general, or punitive damages, or (ii) limit the total amount of damages recoverable to an amount less than the total amount disbursed to the Contractor pursuant to this Contract.

## **S. Arbitration**

If the Contract Parties submit any dispute arising under this Contract for arbitration, the scope of any such arbitration shall be limited to the Contract Parties' rights and/or obligations under this Contract and may not extend to any right or obligation of USTDA. The arbitrator(s) shall not arbitrate issues directly affecting the rights or obligations of USTDA.

## ANNEX 5

## Annex I

### **Terms of Reference**

This Study shall evaluate the technical, financial, environmental, and other critical aspects of the proposed Western Cape Government Solar Photovoltaic (PV) Project (“Project”) in South Africa. In particular, the Study shall evaluate the feasibility of installing 3 megawatts (MW) of rooftop solar photovoltaics on provincial buildings, including schools, hospitals, and government facilities. The primary objective of the Study is to provide the Grantee with analyses and recommendations that will support its decision-making with regard to the implementation of the Project.

#### **Task 1: Data Collection and Review**

*Subtask 1.1: Conduct a Kick-Off Meeting:* The Contractor shall organize a kickoff meeting with the Grantee and other relevant stakeholders. The Grantee shall coordinate with the Contractor to identify appropriate personnel and other relevant stakeholders to participate in the kickoff meeting. During the kickoff meeting, the Contractor shall introduce the Contractor’s team; review the tasks to be performed under these Terms of Reference; and gather input from the Grantee regarding the Grantee’s goals for the Study and salient issues surrounding the Grantee’s plans for the Project.

For the kickoff meeting, the Contractor shall coordinate with the Grantee on appropriate meeting content; prepare an agenda, handouts, and presentation materials, as needed, for all meeting attendees; conduct the meeting and facilitate discussion; draft a report of the meeting and distribute the meeting report to meeting attendees and other relevant stakeholders identified by the Grantee; and maintain meeting records, including the agenda, any handouts and presentation materials, a list of all meeting participants, and the meeting report.

*Sub Task 1.2: Data Collection and Review:* The Contractor shall analyze existing solar resource and meteorological data for the Western Cape Province, including but not limited to:

- Solar resource and meteorological hourly time series data, including direct normal irradiance (DNI), temperature, relative humidity, wind speed, and wind direction from available local, national, and international data sets.
- Publically available satellite-derived data
- Local weather stations measurements
- Prior reports analyzing regional solar resource and meteorological data (if any)
- Prior feasibility studies for solar projects in the Western Cape (if any)

The Contractor shall analyze the data to create a typical meteorological year (TMY) to be used in a performance impact assessment.

In addition, the Contractor shall collect and review the following non-solar data:

- Grantee's electricity load data, including hourly profiles for typical days
- Electricity supply/demand data for Cape Town and for the Grantee's proposed buildings for rooftop solar installation
- Available rooftop information for the Grantee's buildings, garages, warehouses, etc.
- Grantee's current electricity bill structure and tariffs
- Forecast of the Grantee's electricity bills, including future tariffs and usage increases/decreases
- Available ground area information near the Grantee's proposed buildings for rooftop solar installation.

**Task 1 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 1.

## **Task 2: Stakeholder Consultations**

In consultation with the Grantee, the Contractor shall identify key stakeholders for the development of the Western Cape's solar rooftop installations, which may include relevant departments within the provincial government, ESKOM, the National Energy Regulator of South Africa, and the South African National Energy Development Institute.

The Contractor shall organize a one-day roundtable meeting with the key stakeholders identified above. The meeting shall take place at the Grantee's facilities or at another appropriate venue agreed upon by the Contractor and the Grantee, such venue to be provided at the Grantee's cost. External stakeholders shall be responsible for any expenses related to their travel to and participation in the roundtable meeting. During the roundtable meeting, the Contractor shall: introduce the Contractor's Study team; identify and discuss the objectives of the Study and the Project; review the tasks to be performed under these Terms of Reference; review the Grantee's existing and future electricity supply and demand needs; and discuss the Grantee's current (if applicable) and future sales of electricity to the grid or to other consumers/load areas (as relevant). Based on this discussion, the Contractor shall outline the desired objectives for implementing rooftop solar PVs in the Western Cape Province with regard to operations, collections and billing, grid integration, revenue organization, and any other areas identified during the roundtable meeting.

For the roundtable meeting, the Contractor shall: coordinate with the Grantee on appropriate meeting content; prepare an agenda, handouts, and presentation materials, as needed, for all meeting attendees; conduct the meeting and facilitate discussion; draft a report of the meeting and distribute the meeting report to meeting attendees and other

relevant stakeholders identified by the Grantee; and maintain meeting records, including the agenda, any handouts and presentation materials, a list of all meeting participants, and the meeting report.

**Task 2 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 2.

### **Task 3: Solar Technology Assessment**

In consultation with the Grantee, the Contractor shall identify and evaluate solar photovoltaic programs in at least three countries that are applicable and can serve as benchmarks for the implementation of solar rooftop PVs in South Africa. The Contractor shall evaluate solar PV technologies used in each of these programs and their applicability to the Grantee's Project.

The Contractor shall prepare an overview of commercially available solar PV technology offerings (including, but not limited to, thin film and polycrystalline cells), and a recommendation of the technology (or technologies) best suited to the Grantee's application. The Contractor shall analyze several scenarios for the recommended technology (or technologies) including, but not limited to:

- Partial self-generation (with and without battery storage)
- Full self-generation (with and without battery storage)
- Partial/Full self-generation (with and without battery storage) with excess sale to the local grid
- Partial/Full self-generation (with and without battery storage) with excess sale to specific consumers/load areas
- Other options as identified in Task 2

The Contractor shall prepare high-level cost estimates for all scenarios outlined above.

The Contractor shall estimate operational costs for the recommended technology (or technologies) in all of the scenarios outlined above. In developing the operational cost estimate, the Contractor shall undertake a site review to determine soiling rates for the recommended PV technology (or technologies) and create a performance impact assessment. The operational cost estimate shall also include an operations and maintenance (O&M) optimization strategy outline. The optimization strategy outline shall make recommendations for maximizing the use of the recommended solar technology (or technologies) and increasing performance through preventative maintenance.

The Contractor shall complete a water resource analysis and review to determine water needs and treatment requirements for the recommended technology (or technologies) for all the scenarios outlined above. The Contractor shall identify all assumptions made in developing the conceptual design and in estimating capital and operational costs.

For all the scenarios listed above, the Contractor shall include, at a minimum, the following identified items:

- Life cycle cost analysis of equipment
- Thermal efficiency
- Estimated solar-weighted mirror reflectance at end of life cycle
- Sun-tracking accuracy
- Optical efficiency
- Typical system operating temperature range
- Design point efficiency
- Typical annual average efficiency
- Minimum solar flux to produce net power
- Relative system cost vs. capacity factor
- Water consumption needed for washing
- Indicative annual energy generation
- Indicative design point gross electric output
- Emissions and effluent data
- Noise levels
- Height and visibility of tallest structures
- Maximum wind speeds and gust durations PV systems can tolerate in both stow and operational modes.

The Contractor shall perform a base case economic evaluation for all scenarios outlined above, taking into account particular solution efficiency, lifecycle cost, and any back-up needs. The Contractor shall analyze these scenarios on a stand-alone basis as well as on the comparative basis to the existing scenario where the Grantee continues to buy electricity from ESKOM. The output of the Contractor's analysis shall include net present value, internal rate of return, repayment period, and other economic metrics.

The Contractor shall prepare and deliver to the Grantee a Technology Assessment Report that contains the information collected, work performed, and analysis provided under Tasks 1-3. The Report shall include the recommendation on the base scenario and specific PV technology (or technologies).

**Task 3 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 3.

#### **Task 4: Conceptual Design**

Taking into consideration the Contractor's recommendations in Task 3, the Grantee shall select a technology (or technologies) and supply scenario (i.e. partial or full self-generation, with or without battery storage). Based on the Grantee's selection, the Contractor shall develop a conceptual design of the solar PV rooftop system in order to estimate capital and operational costs, as well as electricity production.

The Contractor's conceptual design shall include the preliminary layout of PV panels/inverters, their placement, interconnect wiring, and other necessary structures. In case additional sites are required, the Contractor shall use publically available geotechnical information and the report from Task 3 to determine earthwork, foundation designs, and civil costs. Geotechnical information shall include boreholes analysis and accurate topographical data.

The Contractor shall prepare installation drawings. If different buildings have specific rooftop topology that require installation differentiation, the Contractor shall prepare installation drawings for each layout.

The Contractor shall prepare and deliver to the Grantee a Preliminary Design Report that contains the information collected, work performed, and analysis provided under this Task.

**Task 4 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 4.

**Task 5: Detailed Cost Estimate Preparation:**

Once the Contractor has completed the preliminary engineering, it shall prepare a detailed engineering, procurement, and construction (EPC)-type cost estimate. The Contractor's estimate shall include a detailed breakdown of equipment and materials for all major components, including but not limited to major equipment, balance of plant, instrumentation and controls, water treatment, electrical interconnection, and the cost of land acquisition/lease (if any). Per Task 7 below, the Contractor's estimates shall also factor any permitting requirements, local building requirements, and other constraints (right-of-way, zoning ordinances, etc.).

**Task 5 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 5.

**Task 6: Environmental and Social/Development Impact Assessment**

The Contractor shall conduct environmental and social impact assessments for the Project. The Contractor's environmental assessment shall include, but not be limited to, the following:

- Construction needs
- Air/water quality and noise
- Socio-economics/human resources
- Environmental risk assessment
- Occupational health and safety

The Contractor shall also provide a report on the potential social and developmental impacts of the Project in the Host Country. The Contractor shall focus on what the economic development outcomes will be if the Project is implemented according to the Study recommendations. While the report shall specifically address the immediate impact of the Project, the Contractor shall also discuss, where appropriate, any additional developmental benefits of the Project, including spin-off and demonstration effects. The Contractor's analysis of potential benefits of the Project shall be as concrete and detailed as possible. In particular, the Contractor shall provide estimates of the Project's anticipated social and developmental impacts in the following areas:

- Infrastructure: The Contractor shall identify the anticipated infrastructure impacts of the Pilot, giving a brief synopsis and concrete examples of infrastructure impacts. Examples of infrastructure impacts related to implementation of the Project may include the installation of solar photovoltaic panels and related PV technologies, as well as any new ancillary infrastructure required for implementation of the Project. The Contractor shall provide specific information about the anticipated infrastructure impacts of the Project, such as the number of PV modules to be installed, as well as the anticipated impact of this infrastructure on access to affordable, reliable electricity in the Western Cape Province.
- Market-Oriented Reform: The Contractor shall identify and describe any regulations, laws, or institutional changes that are recommended and the effect they would have if implemented.
- Human Capacity Building: The Contractor shall identify the anticipated number and types of local jobs that would be created or retained as a result of the Project, including staff positions that would be needed to construct and operate the Project, the number of people that will be needed to process construction materials, as well as the number of people who will receive training and a brief description of any required training program.
- Technology Transfer and Productivity Enhancement: The Contractor shall describe any advanced technologies that will be implemented as a result of the Project, and a description of any efficiency that will be gained.
- Other: The Contractor shall identify any other anticipated development impacts or benefits that would result from an increased use of solar power for energy generation in the Western Cape Province, such as positive spin-off effects on other sectors of the economy, indirect support for new employment opportunities, improved living standards, etc.

**Task 6 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 6.

### **Task 7: Legal, Regulatory, and Institutional Review**

The Contractor shall conduct a review of the anticipated impact of South Africa's laws, regulations, standards, and institutions on the implementation of solar rooftop PVs in the Western Cape Province. At a minimum, this review shall include permitting requirements, local building requirements, and ordinance constraints. Laws and regulations shall be accounted for in the cost and schedule per Task 5 above. Throughout the course of the Study, the Contractor shall continue to monitor any changes in laws, regulations, standards, and institutions that impact Project implementation.

The Contractor shall analyze the regulatory environment in relation to the economic potential of this Project, to determine its total impact on the Project, positive or negative.

The Contractor shall take these regulations, laws, standards, and institutions into account while carrying out Tasks 8-11 below.

**Task 7 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 7.

### **Task 8: Financing Options Review**

The Contractor shall provide a detailed analysis of various potential financing mechanisms for the Project, with an emphasis on public-private partnership (PPP) structures. The Contractor shall evaluate previous PPP mechanisms employed by the Grantee to determine their utility for this Project. In addition, the Contractor shall analyze other financing mechanisms such as tariff levy, bond issuance, loans, creative funding structures with PV manufacturers, energy supply company (ESCO)-type funding, and others.

The Contractor shall also analyze various potential sources of external financing for the Project, such as: Government of South Africa budgetary resources; bilateral lending agencies such as the Export-Import Bank of the United States; multilateral lending agencies such as the World Bank and the Africa Development Bank; and private sector source of financing, such as commercial loans, supplier credits, and bond markets. The Contractor shall provide the Grantee with recommendations for the financial structure and sources of financing for the Project. The recommendations for the financial structure and sources of financing for the Project shall seek to maximize local funding for the Project, as well as to support the economical viability of the Project.

**Task 8 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 8.

### **Task 9: Implementation Plan**

The Contractor shall prepare a comprehensive plan, schedule, and timeline required for Project implementation at each site. The Contractor shall include in the schedule a Critical Path Analysis (CPA) and detailed implementation milestone descriptions. The implementation program shall identify all the steps the Grantee will need to take subsequent to the Study's completion to implement the Project, such as:

- Compliance with all institutional, legal, regulatory, and standards requirements, including all necessary approvals, certifications, and permits
- Financial arrangements
- Procurements of goods and services
- Systems installation, integration, operation, management, and maintenance requirements
- Staffing and training requirements

The implementation program shall include a recommended schedule for implementing the Project, including recommendations for phasing, milestones, and prioritization of investments based on the following factors:

- Technology selected
- Availability of resources for installation, organization, and maintenance
- Cost implications and availability of funding
- Direct and indirect benefits of photovoltaic installations

**Task 9 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 9.

### **Task 10: Tender Documents Preparation**

The Contractor shall prepare a set of tender documents ready for project execution for the Project (under separate cover); these documents shall include:

- Project background and information
- Technical specifications, including basic engineering, drawing, and performance model simulations
- Draft contract clauses, including appropriate commercial terms for Project execution and terms for a performance guarantee framework arrangement.

Execution documents shall be prepared in collaboration with the Grantee's staff. The Contractor shall work with the Grantee to develop tender documents that help ensure an open, competitive bidding process.

**Task 10 Deliverable:** The Contractor shall provide the Grantee with all work performed pursuant to Task 10.

**Task 11: Draft Final and Final Report Preparation and Presentation**

The Contractor shall prepare and deliver to the Grantee a substantive and comprehensive draft final report of all work performed pursuant to these Terms of Reference (“Draft Final Report”). In addition to including all deliverables that have been provided to the Grantee pursuant to these Terms of Reference, the Draft Final Report shall identify prospective U.S. sources of supply for implementation of the Pilot and the Project. For each U.S. source of supply identified, the Contractor shall include: company name, point of contact, address, telephone and fax numbers, e-mail address, and relevant good(s) and/or service(s) provided.

After the Grantee has reviewed the Draft Final Report, the Contractor shall conduct a final report meeting with the Grantee at the Grantee’s facilities or at another appropriate venue agreed upon by the Contractor and the Grantee, such venue to be provided at the Grantee’s cost. The Grantee shall identify appropriate personnel and other relevant stakeholders to participate in the final report meeting.

During the final report meeting, the Contractor shall: review all work performed under these Terms of Reference; present the findings and recommendations from the Draft Final Report; and gather feedback from the Grantee on the Draft Final Report and Grantee requests for changes to the Draft Final Report, if any.

For the final report meeting, the Contractor shall: coordinate with the Grantee on appropriate meeting content; prepare an agenda, handouts, and presentation materials, as needed, for all meeting attendees; conduct the meeting and facilitate discussion; draft a report of the meeting and distribute the meeting report to meeting attendees and other relevant parties; and maintain meeting records, including the agenda, any handouts and presentation materials, a list of all meeting participants, and the meeting report, for inclusion in the Final Report.

Once the Contractor has incorporated the Grantee’s requests for changes into the Draft Final Report, the Contractor shall prepare and deliver to the Grantee and USTDA a substantive and comprehensive final report of all work performed under these Terms of Reference (“Final Report”). The Final Report shall be organized according to the above tasks, and shall include all deliverables and documents that have been provided to the Grantee. The Final Report shall be prepared in accordance with Clause J of Annex II of the Grant Agreement.

## ANNEX 6



**USTDA-Funded Feasibility Study, Technical Assistance, or Training Grant**

**U.S. Firm Information Form**

This form is designed to enable the U.S. Trade and Development Agency ("USTDA") to obtain information about entities and individuals proposed for participation in USTDA-funded activities. Information in this form is used to conduct screening of entities and individuals to ensure compliance with legislative and executive branch prohibitions on providing support or resources to, or engaging in transactions with, certain individuals or entities with which USTDA must comply.

USTDA Activity Number *[To be completed by USTDA]*

Activity Type <i>[To be completed by USTDA]</i>	<input type="checkbox"/> Feasibility Study	<input type="checkbox"/> Technical Assistance	<input type="checkbox"/> Other (specify)
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Activity Title *[To be completed by USTDA]*

Full Legal Name of U.S. Firm

Business Address (street address only)

Telephone		Fax		Website	
-----------	--	-----	--	---------	--

Year Established (include any predecessor company(s) and year(s) established, if appropriate).  
Please attach additional pages as necessary.

Please provide a list of directors and principal officers as detailed in Attachment A. Attached?  Yes

Type of Ownership	<input type="checkbox"/> Publicly Traded Company
	<input type="checkbox"/> Private Company
	<input type="checkbox"/> Other (please specify)

If Private Company or Other (if applicable), provide a list of shareholders and the percentage of their ownership. In addition, for each shareholder that owns 15% or more shares in U.S. Firm, please complete Attachment B.

Is the U.S. Firm a wholly-owned or partially owned subsidiary?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

If so, please provide the name of the U.S. Firm's parent company(s). In addition, for any parent identified, please complete Attachment B.

Is the U.S. Firm proposing to subcontract some of the proposed work to another firm?	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

If yes, U.S. Firm shall complete Attachment C for each subcontractor. Attached?	<input type="checkbox"/> Yes
	<input type="checkbox"/> Not applicable

**Project Manager**

Name	Surname	
	Given Name	
Address		
Telephone		
Fax		
Email		

**Negotiation Prerequisites**

Discuss any current or anticipated commitments which may impact the ability of the U.S. Firm or its subcontractors to complete the Activity as proposed and reflect such impact within the project schedule.

Identify any specific information which is needed from the Grantee before commencing negotiations.

*U.S. Firm may attach additional sheets, as necessary.*

**U.S. Firm's Representations**

U.S. Firm shall certify to the following (or provide any explanation as to why any representation cannot be made):

1. U.S. Firm is a [check one]  Corporation  LLC  Partnership  Sole Proprietor  Other:   
 duly organized, validly existing and in good standing under the laws of the State of:   
 The U.S. Firm has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the USTDA Activity. The U.S. Firm is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. The U.S. Firm has included herewith, a copy of its Articles of Incorporation (or equivalent charter or document issued by a designated authority in accordance with applicable laws that provides information and authentication regarding the legal status of an entity) and a Certificate of Good Standing (or equivalent document) issued within 1 month of the date of signature below by the State of:   
 The U.S. Firm commits to notify USTDA and the Grantee if it becomes aware of any change in its status in the state in which it is incorporated. USTDA retains the right to request an updated certificate of good standing.
3. Neither the U.S. Firm nor any of its principal officers have, within the ten-year period preceding the submission of this proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the U.S. Firm, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 3 above.
5. There are no federal or state tax liens pending against the assets, property or business of the U.S. Firm. The U.S. Firm, has not, within the three-year period preceding the submission of this proposal, been notified of any delinquent federal or state taxes in an amount that exceeds US\$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The U.S. Firm has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself of its debts under any bankruptcy, insolvency or other similar law. The U.S. Firm has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.
7. The U.S. Firm certifies that it complies with USTDA Nationality, Source, and Origin Requirements and shall continue to comply with such requirements throughout the duration of the USTDA-funded activity. The U.S. Firm commits to notify USTDA and the Grantee if it becomes aware of any change which might affect U.S. Firm's ability to meet the USTDA Nationality, Source, and Origin Requirements.

*The U.S. Firm shall notify USTDA if any of the representations are no longer true and correct.*

U.S. Firm certifies that the information provided in this form is true and correct. U.S. Firm understands and agrees that the U.S. Government may rely on the accuracy of this information in processing a request to participate in a USTDA-funded activity. If at any time USTDA has reason to believe that any person or entity has willfully and knowingly provided incorrect information or made false statements, USTDA may take action under applicable law. The undersigned represents and warrants that he/she has the requisite power and authority to sign on behalf of the U.S. Firm.

Name	<input type="text"/>	Signature	<input type="text"/>
Title	<input type="text"/>		
Organization	<input type="text"/>	Date	<input type="text"/>





**ATTACHMENT B**

**USTDA-Funded Feasibility Study, Technical Assistance, or Training Grant**

**U.S. Firm Information Form – Shareholder(s) and Parent Company(s)**

If applicable, U.S. Firm provided a list of shareholders and the percentage of their ownership. This form shall be completed for each shareholder that owns 15% or more shares in U.S. Firm, as well as any parent corporation of the U.S. Firm (“Shareholder”). In addition, this form shall be completed for each shareholder identified in Attachment B that owns 15% or more shares in any Shareholder, as well as any parent identified in Attachment B.

USTDA Activity Number <i>[To be completed by USTDA]</i>	
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Activity Title <i>[To be completed by USTDA]</i>	
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Full Legal Name of U.S. Firm	
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Full Legal Name of Shareholder	
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Business Address of Shareholder (street address only)	
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Telephone number		Fax Number	
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Year Established (include any predecessor company(s) and year(s) established, if appropriate). Please attach additional pages as necessary.	
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Country of Shareholder’s Principal Place of Business	
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Please provide a list of directors and principal officers as detailed in Attachment A. Attached?	Yes
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Type of Ownership	Publicly Traded Company
	Private Company
	Other

If applicable, provide a list of shareholders and the percentage of their ownership. In addition, for each shareholder that owns 15% or more shares in Shareholder, please complete Attachment B.	
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Is the Shareholder a wholly-owned or partially owned subsidiary?	Yes
	No

If so, please provide the name of the Shareholder’s parent(s). In addition, for any parent identified, please complete Attachment B.	
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*Shareholder may attach additional sheets, as necessary.*



**ATTACHMENT C**

**USTDA-Funded Feasibility Study, Technical Assistance, or Training Grant**

**Subcontractor Information Form**

This form is designed to enable the U.S. Trade and Development Agency ("USTDA") to obtain information about entities and individuals proposed for participation in USTDA-funded activities. Information in this form is used to conduct screening of entities and individuals to ensure compliance with legislative and executive branch prohibitions on providing support or resources to, or engaging in transactions with, certain individuals or entities with which USTDA must comply.

USTDA Activity Number [To be completed by USTDA]	
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Activity Title [To be completed by USTDA]	
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Full Legal Name of Prime Contractor U.S. Firm ("U.S. Firm")	
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Full Legal Name of Subcontractor	
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Business Address of Subcontractor (street address only)	
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Telephone Number	
------------------	--

Fax Number	
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Year Established (include any predecessor company(s) and year(s) established, if appropriate). Please attach additional pages as necessary.	
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**Subcontractor Point of Contact**

Name	Surname	
	Given Name	

Address	
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Telephone	
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Fax	
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Email	
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**Subcontractor's Representations**

Subcontractor shall provide the following (or any explanation as to why any representation cannot be made), made as of the date of the proposal:

1. Subcontractor is a <i>[check one]</i>	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other
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duly organized, validly existing and in good standing under the laws of: \_\_\_\_\_ .

The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the U.S. Firm is selected, to execute and deliver a subcontract to the U.S. Firm for the performance of the USTDA Activity and to perform the USTDA Activity. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.

2. Neither the subcontractor nor any of its principal officers have, within the ten-year period preceding the submission of the Offeror's proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.

3. Neither the subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.

4. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.

5. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

6. The Subcontractor certifies that it complies with the USTDA Nationality, Source, and Origin Requirements and shall continue to comply with such requirements throughout the duration of the USTDA-funded activity. The Subcontractor commits to notify USTDA, the Contractor, and the Grantee if it becomes aware of any change which might affect U.S. Firm's ability to meet the USTDA Nationality, Source, and Origin Requirements.

*The selected Subcontractor shall notify the U.S. Firm, Grantee and USTDA if any of the representations included in its proposal are no longer true and correct.*

Subcontractor certifies that the information provided in this form is true and correct. Subcontractor understands and agrees that the U.S. Government may rely on the accuracy of this information in processing a request to participate in a USTDA-funded activity. If at any time USTDA has reason to believe that any person or entity has willfully and knowingly provided incorrect information or made false statements, USTDA may take action under applicable law. The undersigned represents and warrants that he/she has the requisite power and authority to sign on behalf of the Subcontractor.

Name		Signature	
Title			
Organization		Date	