## **ANNEX B- Exclusive Supplier Information –** refer to page 2 of this document

**Exclusive supplier Information** 

## **ANNEX C- Required Certifications –** refer to page 3 - 11 of this document

Annex D includes the following:

- Prohibition on Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements Representation (May 2017)
- Representation by Organization Regarding A Delinquent Tax Liability or a Felony Criminal Conviction
- Certification Regarding Terrorist Financing
- Certification of Recipient

### **ANNEX D- Mandatory Standard Provisions**

Full text of Standard Provisions can be accessed through the following:

- Standard Provisions for U.S. and Non-U.S. Nongovernmental organizations receiving a fixed amount award can be accessed through the following URL:
  - <u>Standard Provisions for Fixed Amount Awards to Nongovernmental Organizations A Mandatory Reference for ADS Chapter 303</u> (usaid.gov)
- Standard Provisions for Non-U.S., Nongovernmental recipients receiving all other types of grants can be accessed through the following URL:
  - Standard Provisions for U.S. Nongovernmental Organizations A Mandatory Reference for ADS Chapter 303 (usaid.gov)

### **Annex B: Exclusive Supplier Information**

Exclusive Supplier



greenessence

RJR

Phone: 01 426286/7 or 71 532 564 Phone: 08 821 387 or 03 748702

Phone: 79 123 431

**PV Panel** 













Pump Controller







	Standard Support Package					
Basic System	Range of cost per KWP (ground mounted PV structure with Solar pumping controller)	\$900 - \$1250 KWP				
ARE Support	Flat	\$850/kWp				

## **ANNEX C- Required Certifications**

This document includes the following:

- Prohibition on Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements – Representation (May 2017)
- Representation by Organization Regarding A Delinquent Tax Liability or a Felony Criminal Conviction
- Certification Regarding Terrorist Financing
- <u>Certification of Recipient</u>

# Prohibition on Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements – Representation (May 2017)

(a) Definitions.

"Contract" has the meaning given in 2 CFR Part 200.

"Contractor" means an entity that receives a contract as defined in 2 CFR Part 200.

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the recipient requires any of its employees or subrecipients to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that recipient employees or subrecipients sign at the behest of a Federal agency.

"Subaward" has the meaning given in 2 CFR Part 200.

"Subrecipient" has the meaning given in 2 CFR Part 200.

- (b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for federal assistance to a non-Federal entity that requires its employees, subrecipients, or contractors seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements that prohibit or otherwise restrict its employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its application, the prospective recipient represents that it will not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting its employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

(END OF PROVISION)	
	Signature
	Type or Print Name
	Position Title
	Date of Execution

## REPRESENTATION BY ORGANIZATION REGARDING A DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION

- (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, none of the funds made available by that Act may be used to enter into an assistance award with any organization that
  - (1) "Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government"; or
  - (2) "Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government".

It is USAID's policy that no award may be made to any organization covered by (1) or (2) above, unless the M/MPBP Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

#### (b) Applicant Representation:

(1)The Applicant repre	esents that it is [	] is not [ ] an	organization	that was	convicted of	of a fe	lony
criminal violation unde	er a Federal law w	ithin the pred	eding 24 mor	nths.			

(2) The Applicant represents that it is [] is not [] an organization that has any unpaid Federal tax
liability that has been assessed for which all judicial and administrative remedies have been
exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement
with the authority responsible for collecting the tax liability.

Signature
Type or Print Name

Position Title
Date of Execution

### **Certification Regarding Terrorist Financing**

#### Certification Regarding Terrorist Financing, Implementing Executive Order 13224

By signing and submitting this application, the prospective recipient provides the certification set out below:

- 1. Except as otherwise disclosed in writing and included with this application, the Recipient did not, within the previous three years, knowingly engage in transactions with, or provide material support or resources to, any individual or entity who was, at the time, subject to sanctions administered by the Office of Foreign Assets Control (OFAC) within the U.S. Department of Treasury pursuant to the Global Terrorism Sanctions Regulations (31 CFR Part 594), and the Foreign Terrorist Organizations Sanctions Regulations (31 CFR Part 597), or sanctions established by the United Nations Security Council, collectively, "U.S. or U.N. sanctions." Note: Chemonics intends to retain the information disclosed to the Agreement Officer pursuant to this paragraph in any award file and use it in determining whether to provide the applicant with an assistance award. Chemonics will not make such information available publicly unless required by law.
- 2. The representation in paragraph (1) does not apply to:
  - (a) Transactions entered into or material support and resources provided pursuant to an OFAC license:
  - (b) The furnishing of USAID funds, or USAID-financed commodities or other assistance, to the ultimate beneficiaries of USAID-funded humanitarian or development assistance, such as the recipients of food, non-food items, medical care, micro-enterprise loans or shelter, unless the applicant knew or had reason to believe that one or more of these beneficiaries was subject to U.S. or U.N. terrorism-related sanctions; or
  - (c) The procurement of goods and/or services by the Recipient acquired in the ordinary course of business through contract or purchase, such as utilities, rents, office supplies, or gasoline, unless the applicant knew, or had reason to believe, that a vendor or supplier of such goods and services was subject to U.S. or U.N. sanctions.

This certification includes express terms and conditions of the award, and any violation of it will be grounds for unilateral termination of the agreement by USAID. This certification does not preclude any other remedy available to USAID.

- 3. For purposes of this Certification-
- a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
- (i) "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.
- (ii) "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.

	•	•		•
Grantee Name			 	
Grantee's Authorized Representative Name_			 	
Grantee's Authorized Representative Title				

b. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

Grantee Authorized Representative Signature	
Date	

### **Certification of Recipient**

То:	Chemonics Internation	onal		
Ι,		_,	, a	s a legally authorized
Nan	ne (Printed or Typed)	Title		
repre	sentative of			
	Orga	nization Name		

do hereby certify that, to the best of my knowledge and belief, this organization's management and other employees responsible for their implementation are aware of the requirements placed on the organization by 2 CFR 200, and Federal and USAID regulations with respect to the management of, among other things, personnel policies (including salaries), travel, indirect costs, and procurement under this agreement and I further certify that the organization is in compliance with those requirements and other applicable U.S. laws and regulations.

I, we, understand that a false, or intentionally misleading certification could be the cause for possible actions ranging from being found not responsible for this award, termination of award, or suspension or debarment of this organization in accordance with the ADS 303 Standard Provision for Non-U.S. Nongovernmental Organizations (for in-kind, standard, and simplified grants) entitled "Award Termination and Suspension" and the ADS 303 Standard Provision for Fixed Amount Awards to Nongovernmental Organizations entitled "Debarment and Suspension."

I, we, further agree that by signing below, we provide certification and assurance for the following:

- (1) The Certification Regarding Lobbying
- (2) The Certification Regarding Terrorist Financing

These certifications and assurances are given in consideration of and for the purpose of obtaining any and all U.S. Federal grants, loans, contracts, property, discounts, or other U.S. Federal financial assistance extended after the date hereof to the recipient by Chemonics, including installment payments after such date on account of applications for U.S. Federal financial assistance which was approved before such date. The recipient recognizes and agrees that such U.S. Federal financial assistance will be extended in reliance on the representations and agreements made in these assurances, and that the United States will have the right to seek judicial enforcement of these assurances. These assurances are binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign these assurances on behalf of the recipient.

I declare under penalty of perjury that the for	egoing is true and correct.
Signature	Position Title
Type or Print Name	Date of Execution