SOLAR PV INSTALLER/CONTRACTOR APPLICATION INSTRUCTIONS AND APPLICATION

The New York State Energy Research and Development Authority (NYSERDA) will accept applications to become an Installer/Contractor under PON 2112 while PON 2112 remains open. If approved, the applicant will be required to execute the Participation Agreement with NYSERDA and to abide by its terms and conditions. Installers/Contractors will then be authorized to submit Project Applications for PV Systems meeting the requirements of PON 2112, in accordance with the terms and conditions outlined in the Solar PV Program Participation Agreement and the Solar PV Program Manual.

Installers who propose to complete PV System installations for more than one Contractor must submit a separate Installer application for each such Contractor.

Installer/Contractor Agreement and Status Designation - New Installer applicants are assigned Provisional status, in accordance with the terms outlined in PON 2112 – SOLAR PV PROGRAM PARTICIPATION AGREEMENT. Maintenance of the Installer status designation is contingent upon adherence to the PV Program's Participation Agreement. If an Installer, the Contractor with whom the Installer contracts with, its employees, or subcontractors do not meet the Solar PV Program requirements, or terms and conditions, the Installer may be subject to disciplinary actions including NYSERDA assignment of a Probationary or Suspended status or termination of the Participation Agreement.

Installer Qualifications

Interested qualified Installers may apply to participate in the Program at any time while the program is open. To qualify to participate as an Eligible Installer, an individual must have fulfilled one of the credentialing paths detailed below and fulfill all other PV Program participation requirements. **Credentials must be submitted with application.**

1. *NABCEP Certification (North American Board of Certified Energy Practitioners):*
   Installers who choose to become credentialed through NABCEP must fulfill one of the following requirements to be eligible to participate in the Program:
   A. Hold the NABCEP PV Installation Professional certification, or
   B. Have completed both the NABCEP PV Entry Level Program, by completing coursework offered by a registered NABCEP Entry Level Exam Provider, **and** passed the NABCEP PV Entry Level Exam.

NOTE: An Installer who chooses the NABCEP credentialing path and who is *NOT* credentialed as a certified NABCEP PV Installers at the time of participation must acquire the certification within 24 months of their becoming a participant in the Program. Failure to meet this requirement will result in the Installer being suspended from the PV Program.

2. *IBEW-NECA Electrical Journeyman & Apprentice Training (International Brotherhood of Electrical Workers and National Electrical Contractors Association)*
   Installers who choose to become credentialed through the IBEW must fulfill both of the following requirements to be eligible to participate in the Program:
   A. Be a Journeyman Electrician, **and**
   B. Completed any IBEW/NECA, NABCEP or UL approved 40 hour PV training course.

3. *UL (Underwriters Labs)*
   Installers who choose to become credentialed through the UL must fulfill the following requirement as a prerequisite to participate in the Program:
   - Be certified by UL as a PV System Installer

   NOTE: UL certification exam requires an applicant to be a 'qualified' electrician. 'Qualified' as defined by UL is an individual who is either a licensed master electrician or IBEW journeyman. Individuals must also have completed the 30 hour OSHA safety course as a prerequisite to applying for UL certification.

Additional qualifications are based on the following:

Experience – Installer will be evaluated on past performance in NYSERDA programs including systems installed under PON 716 and PON 1050; areas of responsibility within their firm or organization; installation experience; experience in performing shading analysis; credentials; employment history; customer satisfaction; and other relevant experience (i.e. installation of grid-connection PV systems). References and contact information to allow verification must be provided.

Customer References – Provide three (3) written and signed business references for completed, grid-connected PV installations. References for installations where the installer had a primary role in installing the system are preferred. Verifiable references for specific projects should be accompanied by a brief description of the systems installed and the applicant's role in the project.

Performance Under Other NYSERDA Programs – An Installer/Contractor Application will not be processed if the applicant is listed as the Installer on a delinquent system or where unresolved customer or performance issues exist with respect to PON 716, PON 1050, PON 2112 PV System or any similar NYSERDA program.

Contractor Qualifications

Interested qualified companies may apply to participate in the Program at any time while the program is open. When making application, contractor should provide name of qualified installer, resumes of key personnel including ownership, management, sales, installation and design/engineering as well as three company references. Participating Contractors must employ, or hire subcontractors that employ, installers who meet one of the credentialing requirements detailed in Section 1.3 of the Solar PV Program Manual.

A Participating Contractor may use any business structure that is legal for conducting this type of business in the State of New York (corporation, LLC, sole proprietorship, etc.). A Participating Contractor must be able to meet all PV Program requirements including required insurance coverage and have the capability to provide warranty services on all PV systems installed, as required by the PV Program and NY State law.

Participating Contractor must comply with all local authority requirements for registration and licensing that apply to the installation of PV systems.

Upon approval by NYSERDA to be a participant in the PV Program, the Contractor will then be authorized to submit Project Applications for PV Systems meeting the requirements of PON 2112, in accordance with the terms and conditions outlined in the Solar PV Program Participation Agreement and the Solar PV Program Manual. A system installed by a Contractor who is not a participant in the Program is not eligible for Program incentives.

Additional Documents for submission:

Participation Agreement – sign and return page 14 only
Insurance Certificate – please note NYSERDA required language on sample Certificate
W-9 for Contractor
EFT for Contractor (optional)
Contractor Contact Form for Program Announcements and for Web listing

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PV INSTALLER/CONTRACTOR APPLICATION

A. CONTACT INFORMATION

Installer Name _____

Mailing Address _____ City_____

State _____ Zip _____-_____ Phone Number (_____) _____ Fax (_____) _____

Job Title _____ No. of Years in Current Position/Company _____

E-mail _____

Previous Employment if in Current Position for Less than 2 Years: _____

_____

Contractor/Company Name _____

Contact Name and Title_____

Mailing Address _____ City_____

State _____ Zip _____-_____ Phone Number (_____) _____ Fax (_____) _____

E-mail _____

ADDITIONAL INSTALLER CREDENTIALS

Number of years professionally installing PV systems _____ Number of years designing PV systems for installations _____

Total number of installations completed _____ Grid Connected _____ Off-Grid_____

Please list previous or current participation in any other state or utility program: _____

_____

Has your eligibility for any NYSERDA program ever been suspended or revoked? Yes / No (Circle one). Have you or the Contractor been debarred or suspended by any government agency? If yes, please attach explanation on a separate page.

Confirm experience in the use of a Solar Pathfinder or other analytical tool such as the Clean Power Estimator to conduct a shading analysis for each installation. Yes / No (Circle one) **Shading analysis is a requirement of this program.**

PV Customer References*

Name of Customer	**Phone No.**	**System Size/Type**
1.		
2.		
3.		

*Please have the three references listed fill out the PV Installer Reference Questions (page 5) and return with application.

Installation experience of at least three PV systems is preferred. If three references for completed installations are not available, please attach relevant documentation to demonstrate experience related to installing a PV system. Additional references may be attached.

Upon approval as an Installer/Contractor, applicant will be required to execute "PON 2112 SOLAR PV PROGRAM PARTICIPATION AGREEMENT with NYSERDA and to abide by its terms and conditions. NYSERDA will not execute the Participation Agreement until the Contractor has provided the insurance certificate as specified in Article 7 of the SOLAR PV PROGRAM PARTICIPATION AGREEMENT. NYSERDA will not approve project applications nor pay incentives unless complete and current insurance certificate is filed with NYSERDA's Office of Contract Management.

CERTIFICATION STATEMENT I certify that all information provided in this Form, including any attachments, is true and correct to the best of my knowledge. (Both signatures are required for NYSERDA to accept and review this Application)

Installer Signature _____ Date _____

Installer name (print name)_____

Contractor Signature - Corporate Officer _____ Date _____

Corporate Officer Name (print name and title)_____

Application Package may be emailed to PVFORMS@nyserda.ny.gov or sent by mail to

PV Installer/Contractor Application PON 2112
Attn: Program Manager
NYSERDA
17 Columbia Circle
Albany, NY 12203-6399

The success and future of this publicly-funded program depends on the performance and integrity of Installers/Contractors in their dealings with the public and the installation of PV systems. The Installer/Contractor Guidelines and Installer/Contractor Participation Agreement have been designed to protect the integrity of the Program and will be enforced. In its role as administrator of the Solar PV Program, NYSERDA reserves the right to deny Installer status to any applicant and to revoke such status where in its judgment such action is in the best interests of the program.

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PV INSTALLER REFERENCE QUESTIONNAIRE

Please have each listed reference complete and sign. Include with Installer/Contractor Application submission

Installer Applicant Name: _____

1.) Please describe your experience with Mr. /Ms. _____

_____

_____

_____

_____

2.) What was his/her role in your project and were they on site during installation?

_____

_____

_____

_____

3.) Did you experience any problems?

_____

_____

_____

_____

If so how were they addressed?

_____

_____

4.) Would you recommend Mr./Ms._____ to friends and neighbors?

_____

Signed by

Reference_____Date_____

Print Name_____Phone No. _____

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SOLAR PV PROGRAM

SOLAR PV PROGRAM PARTICIPATION AGREEMENT

FOR ELIGIBLE INSTALLER "INSTALLER" AND "CONTRACTOR"

This PV Program Participation Agreement ("Agreement"), including Exhibits A and B hereto (attached), and incorporating herein by reference the Solar PV Program Manual, as it may be revised, from time to time), is entered into by and between the New York State Energy Research and Development Authority ("NYSERDA"), having its principal place of business at 17 Columbia Circle, Albany, New York 12203-6399; the "Eligible Installer" (hereinafter "Installer"); and the "Contractor", as identified on the Signature Form as executed and attached hereto, to govern the rights and responsibilities of NYSERDA, the Installer and the Contractor with respect to the procurement, construction and installation of photovoltaic energy systems ("PV Systems") approved under and through NYSERDA's Solar Photovoltaic (PV) Program Opportunity Notice (PON) 2112 ("PV Program"), and to otherwise effectuate the purposes of the PV Program. The terms, conditions and provisions of the PV Program are incorporated herein and made part hereof by reference.

WHEREAS, NYSERDA has been designated by the New York State Public Service Commission as the administrator of the New York State Renewable Portfolio Standard program, which program was established to increase the percentage of electricity consumed in the State that is derived from renewable generation sources; and

WHEREAS, NYSERDA has issued the PV Program for the purpose of furthering the objectives of the Renewable Portfolio Standard by supporting the development of the PV industry in New York State and by providing financial incentives ("Incentives") for the installation of PV Systems that meet the requirements of the PV Program, NYSERDA and the Parties agree to be bound, for purposes of the PV Program, by the following terms and conditions; and

WHEREAS, NYSERDA may expand its Solar PV Program using funds from public sources separate from the Renewable Portfolio Standard program; and

WHEREAS, the success and future of this publicly-funded program depends on the performance and integrity of the Parties in their dealings with the public and their installation of PV Systems; and

WHEREAS, this Agreement has been designed to foster and protect the integrity of the PV Program, and will be enforced; and

WHEREAS, in its role as administrator of the PV Program NYSERDA reserves the right to deny Installer or Contractor status to any applicant and to revoke such status where in its judgment such action is in the best interests of the PV Program.

Article 1: Participation in the PV Program

Section 1: The Installer is authorized to submit Project Application(s) to the PV Program on behalf of the Contractor and their customer(s). The Installer and Contractor will be responsible for all PV System installations for which an Project Application is submitted under this Agreement, regardless of whether the Installation was performed partially or completely by others. Both the Installer and the Contractor share responsibility for all work completed under the Project Application and incorporated customer contract. Work may be performed by employees of the Contractor or by subcontractors. All subcontractors must be explicitly listed on the customer contract. The Installer remains responsible for all installation work performed and for ensuring that all persons performing work under this Agreement comply with the requirements of the PV Program and with this Agreement.

Section 2: PV System installations must comply with the "Solar PV Program Manual" in effect at the time of NYSERDA's acceptance of the Project Application, and must conform to the corresponding NYSERDA-approved Project Application. The Program Manual identifies the current incentives, rules for participation, submission requirements, PV System requirements, technical review processes, site visit protocols, and the procedures for securing incentive payments. The PV Program and Program Manual may be changed by NYSERDA at any time, and changes will be applicable to all PV Systems not yet approved by NYSERDA. Notice of all such changes will be provided to the Parties via their Designated E-Mail Addresses, as identified on the signature page of this Agreement. Notice of all such changes will also be posted on NYSERDA's website.

Section 3: The Installer and Contractor, their employees and subcontractors shall treat customers fairly and in good faith, and shall deliver promised services in a timely, responsible, professional, and competent manner. The Installer and Contractor shall fairly represent the PV Program and the relationship of Installer and Contractor with NYSERDA to customers and the public. If it is determined that the Installer and Contractor are not fairly or accurately representing the PV Program and/or their relationship with NYSERDA , both the Installer and the Contractor will be subject to administrative review and their status within the PV Program may be affected. All installations completed through this program are subject to random field inspections. The selection of installations for inspection will be determined by NYSERDA according to standard NYSERDA protocol and the status of the Installer and Contractor. Written complaints received by NYSERDA from customers will be documented and investigated by NYSERDA or its representatives. Complaints from customers will be shared with the Installer and the Contractor unless determined by NYSERDA to be frivolous and/or have no merit

Section 4: The Installer and Contractor shall not, without prior written permission from NYSERDA, knowingly subcontract with employ or hire any individual or company to perform work related to an Project Application if said individual or company is currently in a probation or suspended status or whose past participation in PON 716, PON1050, or PON 2112, the PV Program, or any other NYSERDA program has been suspended or terminated. A list of eligible Installers and Contractors is accessible on NYSERDA's website at: http://www.nyserda.ny.gov/Contractors/Find-a-Contractor/Photovoltiac-Installers.aspx

Article 2: PV Program Incentives and Payments

Section 1: The amounts, limitations, and availability of incentives are as defined in the Program Manual in effect at the time that NYSERDA accepts the Project Application.

Section 2: NYSERDA reserves the right to change the PV Program Incentives in accordance with the NYS Public Service Commission's "Order Authorizing Funding and Implementation of the Solar Photovoltaic MW Block Programs, dated April 24th, 2014," and preceding Orders under Case 03-E-0188. Notice of all such changes will be provided to the Parties via their Designated E-Mail Address as identified on the signature page of this Agreement. Notice of all such changes will also be posted on NYSERDA's website.

Section 3: Incentive payments which result from this Agreement will be paid to the Contractor listed on the corresponding Project Application. Acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability of the Installer, the Contractor, representatives, and assigns to this Agreement. The Contractor is required to pass the entire approved Incentive to the Customer in a timely manner. The Incentive payment must be netted out of the customer balance due in the contract and may not be subject to prepayment by the customer.

Section 4: NYSERDA reserves the right to withhold approval of Project Applications at any time, for any reason. NYSERDA will not process a Project Application submitted by an Installer whose status designation is "Suspended", or if their Agreement has been terminated, or where the Contractor is a party on customer contract(s) that are the subject of unresolved application, installation, or performance issues.

Section 5: NYSERDA may charge the Installer and Contractor for any costs incurred by NYSERDA for additional design review or field inspections that are required due to the failure by the Installer and Contractor to submit a complete application, repetitive errors in design or installation or to make corrections or modifications as requested by NYSERDA.

Section 6: Notwithstanding any other provision of this Agreement, NYSERDA reserves the right to deny or alter payment of an Incentive, to exercise its Set-Off rights, or to seek reimbursement of incentives paid if, at any time, it learns that the approved PV system was not actually installed, was not installed by or under the supervision of the Installer, was not installed as required under the PV Program or this Agreement, was not installed according to the approved system design, or if a system was partially or completely installed prior to NYSERDA approval of the Project Application. NYSERDA may: (a) elect to not pay the incentive; (b) require changes before making any payments; (c) require reimbursement of incentives already paid unless the requested changes are made; or (d) withhold approval of Project Applications for other PV Systems.

Section 7: Incentive payments payable under this Agreement will be made pursuant to NYSERDA's Prompt Payment Policy as outlined in Exhibit B of this Agreement.

SOLAR PV PROGRAM

Article 3: Obligations Between Installer and Contractor and Eligible Customers

Section 1: Contractor shall execute a written agreement with the customer for each PV System. Each such agreement shall meet the requirements identified in either Section 1.2 of the PV Manual, inclusive of the warranty provisions. Each agreement must incorporate the "Addendum to Agreement" executed by the Installer, Contractor and the Customer. An executed copy the Addendum must be attached to the associated the Project Application when submitted. NYSERDA may reject any Project Application received by NYSERDA more than thirty (30) days from the Customer's execution of the Addendum.

Section 2: The Parties agree that NYSERDA may, at NYSERDA's discretion, communicate by voice and/or written format with any PV System customer with respect to any matter relevant to a proposed or installed PV System. Such communications may be in reply to an inquiry from a customer or at NYSERDA's initiation.

Article 4: Renewable Attributes

Orders issued by the NYS Public Service Commission provide that the RPS Program will support and promote an increase, to 30%, of the percentage of the energy consumed in NYS that comes from renewable sources. When assessing and reporting on progress towards that goal, or towards the goal of any other program through which NYSERDA may allocate funding, or on the composition of the energy generated and/or consumed in NYS, NYSERDA and the NYS Department of Public Service will include all electrical energy created by any project receiving funds through the NYS RPS Customer-Sited Tier Program, for the life of such projects, and the environmental attributes associated with such energy, whether metered or projected, as a part of any report, evaluation, or review of the RPS Program, whenever any such report, evaluation, or review may be conducted or issued, as renewable energy consumed in NYS. No party, including but not limited to owners, lessees/lessors, operators, and/or associated contractors shall agree to or enter any transaction that would or may be intended to result in the exportation or transmittal of any electrical energy created by any project receiving funds through the NYS RPS Customer-Sited Tier Program. PON 2112, or any successor, to any party or system outside of New York State.

Article 5: **Participation Status and Review Process**

Section 1. Participation Status and Status Review Process

Participating Installers and Contractors shall be classified in one of the following designations: Provisional, Full, Probationary, Suspended or Terminated. Each designation shall be subject to limitations, or requirements associated with that designation. NYSERDA reserves the right to modify the definition, limitations, and requirements of these designations. An Installer's or Contractor's progression into and/or through any designation will be determined at NYSERDA's sole discretion.

6.1 Participation Status

Section 1. Provisional Status: All new Installers and Contractors will initially be classified as Provisional.

Applications submitted by Installers and Contractors in provisional status will receive enhanced review of both the Project Application and the Design Review; completed installations will be subject to enhanced Quality Assurance (QA) oversight.

Provisional Installer:

A. Provisional Installers will be listed on NYSERDA's website and may be denoted as such. The listing must identify the Contractor that employs or subcontracts the Installer.
B. Provisional Installers are limited to three (3) Project Applications at a given time. Additional Project Application(s) may be submitted after previous application(s) have passed NYSERDA design review, such that no more than three Project Applications are in design review at any given time.
C. Provisional Installers must be onsite during the first three scheduled QA field inspections.
D. Following the completion of the third project and the related QA field inspection, NYSERDA will conduct a formal review to evaluate a change in status. Evaluation for a change in status to Full Installer will be based upon the quality and consistency of all work submitted to the program and full compliance with PV Program rules including meeting credentialing requirements as described below.

E. To be considered for a change in status to **Full** Installer, Provisional Installers must meet one of the credentialing standards referenced in the PV Program Manual:. An installer will not be considered for Full Status until NABCEP certification is achieved if the NABCEP Certification Path (Path#1) is chosen. Reference PV Program Manual,

After one calendar year as a Provisional Installer a review of all work submitted to the PV Program will be conducted. The installer will be reviewed for a change in status, continuation as a Provisional Installer or termination from the Program.

Provisional Contractor:

A. **Provisional** Contractors will be listed on NYSERDA's website.
B. **Provisional** Contractors are limited to three (3) pending Project Applications at a given time as long as all Installer requirements are followed for each submitted application. Additional Project Application(s) shall not be submitted to and will not be accepted by NYSERDA.
C. Provisional Contractor's staff must be onsite during the first three scheduled QA field inspections.
D. Following the completion of the third project and the related QA field inspection, NYSERDA will conduct a formal review to evaluate a change in status. Evaluation of a change in status to Full Contractor will be based upon the quality and consistency of all work submitted to the program and full compliance with PV Program rules.
E. To be considered for a change in status to **Full** Contractor, a Provisional Contractor is required to maintain on staff or through a subcontract at least one Full status Installer.

After one calendar year as a Provisional Contractor a review of all work submitted to the PV Program will be conducted. The contractor will be reviewed for a change in status, continuation as a Provisional Contractor or termination from the Program.

Section 2. Full Status: Installers and Contractors who have successfully completed the terms of the provisional period and current Installers and Contractors who have demonstrated through past performance that they provide quality services through the Program will be placed in Full Status.

Full Installer:

A. Full Installers will be listed on NYSERDA's website and may be denoted as such. Listing must designate the Contractor that employs or subcontracts the Installer.
B. Full Installers must consistently deliver projects which fully pass QA field inspections.
C. Full Installers must meet Program standards in terms of timely responses to NYSERDA communications and QA field inspection corrective action requests.
D. Full Installers must take effective corrective actions to deficiencies in performance as identified by NYSERDA.
E. Full Installers are required to meet one of the credentialing standards referenced in the PV Program Manual: Failure to satisfy this PV Program requirement and present appropriate documentation will result in an automatic change to **Probationary** status.

Full Contractor:

A. Full Contractors will be listed on NYSERDA's website and may be denoted as such. Listing may designate Installer(s) employed or sub-contracted with the contractor.
B. Full Contractors must consistently deliver projects which fully pass QA field inspections.
C. Full Contractors must meet Program standards in terms of timely responses to NYSERDA communications and QA field inspection corrective action requests.
D. Full Contractors must take effective corrective actions to deficiencies in performance as identified by NYSERDA.
E. Full Contractors are required to maintain on staff or through a subcontract at least one "Eligible Installer" that meets one of the credentialing standards referenced in the PV Program Manual:. Failure to satisfy this PV Program requirement and present appropriate documentation will result in an automatic change to **Probationary** status**.**

Section 3. Probationary Status: Probationary Status is reserved for Installers and Contractors that have failed to meet the requirements of the PV Program. Probation is prescriptive in nature with both a specific list of results to be achieved and a time frame for achieving those results.

Installers and Contractors may be placed in probationary status for any of the following reasons:

A. Violation of program rules or ethical standards; or
B. Failure to consistently deliver completed projects which pass the QA Field Inspection standard: or
C. Failure to take effective corrective actions on a critical or major deficiency or a repeated incidental or minor deficiency in work quality or performance; or
D. Three (3) or more Corrective Action Notices that have not been responded to or remain unresolved for more than 30 days; or
E. A lapse in required credentials.

The probationary period will not be less than 30 days. Projects completed by Installers and Contractors on Probationary status will receive enhanced QA oversight. During the probationary period, the Installer or Contractor:

A. Will remain on the NYSERDA website
B. May continue to submit new Project Applications, subject to restrictions based upon the reason for the Probationary status.
C. Will be subject to higher QA inspection levels as outlined in the PV Program Manual.
D. Must remediate all issues related to probation, as directed by NYSERDA.
E. Must submit to the Program, in writing, an agreed-upon action plan designed to ensure future violations are avoided.
F. Must demonstrate successful results through a specified number of completed projects.

Upon satisfactory completion of the action plan and all remediation, and upon review of probationary period QA results, NYSERDA will determine whether to return the Partner to Full Status, continue the Probationary period or to suspend and/or terminate the Partner.

Section 4. Suspended Status: Installers and Contractors that have failed to respond to prescriptive probation or have committed more serious violations of the PV Program rules will be placed in Suspended Status.

Installers and Contractors may be suspended from the Program if the Installer or Contractor:

A. Fails to adequately fulfill the terms of the probationary period; or
B. Is placed on probation for a second time within twelve (12) months; or
C. Is under investigation for, or has been determined to have engaged in practices that have put the public or Program at risk; or
D. Has a lapse in required credentials while on Probationary status; or
E. Fails to consistently deliver completed projects which pass the QA Field Inspection standard.

During a suspension the Installer and/or Contractor:

A. Will be removed from the NYSERDA website.
B. Will not be allowed to submit new Project Applications to the PV Program.
C. Must complete any work that is in progress when the Partner is suspended.
D. Is prohibited from representing him/herself as a participating Installer or Contractor except in the execution of remedial action.
E. May, depending on the reasons for suspension, be directed by NYSERDA to remediate issues related to the suspension, and may require the Installer and/or Contractor to submit to the Program, in writing, an agreed-upon action plan designed to ensure future violations are avoided.

Suspended Installers and Contractors will either progress to probationary status upon satisfactory completion of the specified remedial activities or resolution of issues related to the suspension or they will be terminated from program participation. Nothing in this Program status relieves the Contractor of the responsibility to fulfill any outstanding obligations to the Program, or Program customers as directed by NYSERDA.

Section 5. Terminated Status: Terminated status is reserved for Installers and Contractors that have failed to respond to prescriptive and disciplinary measures or have committed serious violations of the program rules.

Installers and Contractors may be terminated from the Program if the Installer or Contractor:

A. Has been on suspended status for more than 30 days and has been unresponsive to or failed to adequately fulfill the terms of their suspension; or
B. Has had their credentials lapse while suspended; or
C. Submits falsified documents or unauthorized signatures to the Program; or
D. Commits illegal actions while participating in the PV Program; or
E. Is convicted or has a principal who is convicted of a criminal charge that casts the Program in negative light or calls the integrity or workmanship of the Contractor into question; or
F. Is in gross violation of program standards; or
G. Repeatedly bills for uninstalled measures; or
H. Fails to meet the terms of the Provisional period.

Installers and Contractors with this designation are prohibited from participation in the PV Program. Customers with incomplete projects will be notified of the Installers and/or Contractors termination and may be offered such remedies as NYSERDA deems appropriate. If appropriate, NYSERDA may notify the New York State Attorney General, the New York State Department of Labor, the Better Business Bureau, or others of NYSERDA's findings and decision to terminate the Installer and/or Contractor. Further, the officers and owners of the terminated Installer and/or Contractor are prohibited from being or becoming officers or owners of any other Program Partner. Nothing in this process relieves the Partner of the responsibility to fulfill any remaining obligation to the Program, or Program customers.

6.2 Status Review Process

The Status Review Process for administering Probationary, Suspended, or Terminated status is as follows:

A. NYSERDA will provide written notice of at least ten (10) business days of its intention to take action. This notice will outline specific reasons and provide supporting documentation for the proposed action.
B. During this period, the Installer or Contractor will be provided with an opportunity to respond to the notice.
C. If the Installer and/or Contractor fails to respond to NYSERDA prior to the end of the notice period, the action will go into effect without further notice.
D. NYSERDA will promptly review any request for an appeal of the decision received before the end of the notice period.
E. NYSERDA will confirm, reverse or place its action on hold based upon a review of all information received within ten (10) business days of receipt.
F. Intended and final action letters will be sent via email and US mail. The ten day notice period commences on the date of the e-mail from NYSERDA.
G. NYSERDA reserves the right to shorten these time periods, or to take immediate action, in the event of an emergency, as determined by NYSERDA.

Article 7: Insurance Requirements

Section 1: The Contractor, at no additional cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts of this Agreement. All such insurance shall be evidenced by insurance policies, each of which shall: (1) reference this Agreement number and name or be endorsed to cover the Contractor and the Installer as the insured, and NYSERDA and the State of New York as additional insured, and reference all work to be performed under the PV Program; (2) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and (3) be reasonably satisfactory to NYSERDA in all other respects. NYSERDA reserves the right to request insurance documentation and copies of subcontractor agreements for any subcontractor, and to request the identity of all individuals participating in the PV System installation.

Section 2: The types and amounts of insurance required to be maintained under this Section are as follows: (1) commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this

Agreement, with minimum limits of $1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, $1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and $1,000,000 in respect of claims arising out of property damage in any one accident or disaster.

Section 3: Not less than 15 days prior to the date any policy furnished or carried pursuant to this Agreement will expire, the Contractor shall deliver to NYSERDA a certificate(s) of insurance evidencing the renewal of such policy(s), and the Contractor shall promptly pay all premiums thereon due. No work shall be performed under this Agreement without current insurance. NYSERDA will not accept Project Applications or make payments under this Agreement without current insurance certificates.

Section 4: In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, the Installer or the Contractor shall deliver to NYSERDA a certified copy of each policy upon request.

Section 5: Within five working days, or contemporaneously with the requirements of each insurance policy, the Installer or the Contractor shall notify NYSERDA in writing of the occurrence of any accident, event or incident involving personal injury or property damage that might reasonably result in any complaint or claim, in law or in equity, against the Installer, the Contractor, any non-Customer party to the applicable Customer Purchase Agreement or NYSERDA.

Article 8: Indemnification

The Installer and the Contractor shall protect, indemnify, and hold harmless NYSERDA and the State of New York from, and against, all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, experts' and/or attorney's fees and expenses) imposed upon, or incurred by, or asserted against, NYSERDA or the State of New York resulting from, arising out of or relating to the Installer's or the Contractor's performance of this Agreement. The obligations of the Installer and the Contractor under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

Article 9: Miscellaneous

Section 1: NYSERDA does not endorse, guarantee, or warrant any particular manufacturer, product, the Installer, or the Contractor, and NYSERDA disavows and provides no warranties, expressed or implied, for any product or services that may be rendered hereunder. The Installer's and the Contractor's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, manufacturers, etc.

Section 2: The Parties acknowledge that neither NYSERDA nor any of its representatives are responsible for assuring that the design, engineering, construction and/or Installation of the PV System is proper or in compliance with any particular laws (including patent laws), regulations, codes, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by any PV System, or the adequacy or safety of such measures. The scope of review by NYSERDA of the Installation of the PV Systems is limited solely to determining whether such PV Systems conform to PV Program terms, conditions, and requirements.

Section 3: This Agreement is the entire Agreement between NYSERDA, the Installer, and the Contractor and supersedes all other communications and representations. If either NYSERDA or the Parties desire to modify this Agreement, the modification must be in writing and signed by an authorized representative of the party against which enforcement of the modification is sought.

Section 4. The status of the Installer and the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Installer, the Contractor's subcontractors, the Contractor and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, rights or privileges derived from workers' compensation coverage, unemployment insurance

benefits, social security coverage and retirement membership or credit. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment, agency, legal representation or other relationship between NYSERDA and Contractor or Installer for any reason, including but not limited to unemployment, workers' compensation, employee benefits, vicarious liability, professional liability coverage or indemnification. No party shall have the right, power or authority to obligate or bind the other in any manner not specified in this Agreement. Contractor and Installer expressly acknowledge NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Installers and Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees.

Section 5: The Parties shall collaborate with NYSERDA's Director of Communications to prepare any press release and to plan for any news conference concerning PV Systems installed under the PV Program. In addition the Installer or Contractor shall notify NYSERDA's Director of Communications regarding any media interview involving PV Systems installed under the PV Program.

Section 6: Commercial promotional materials, advertisements, informational brochures, and web site content produced by the Installer, the Contractor, or customer shall credit NYSERDA and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. Such content may be approved in advance by NYSERDA, and, after initial approval, such content may be used in subsequent promotional materials or advertisements without additional approvals. In the event that NYSERDA determines that the Installer or Contractor is presenting or publishing incorrect or misleading information regarding the PV Program or Installer's status in the PV Program the Installer or Contractor agrees to make appropriate modifications promptly upon notification by NYSERDA. If a website maintained by or for the Installer or Contractor includes references to NYSERDA and/or the PV Program, the website must include the following link: http://www.nyserda.ny.gov/Funding-Opportunities/Current-Funding-Opportunities.aspx

Section 7: This Agreement does not commit NYSERDA to approve any Project Application, pay any costs incurred in preparing an Project Application, or to procure or contract for services or supplies. NYSERDA reserves the right to accept or reject any or all Project Applications received, to negotiate with all qualified sources, or to cancel in part or in its entirety PON 2112 when it is in NYSERDA's best interest.

Section 8: This Agreement may be terminated by NYSERDA at any time upon notice to the Installer. If the Installer wishes to cancel or terminate this Agreement, NYSERDA may seek reimbursement of any incentives provided by NYSERDA regarding PV Systems that have not been completely installed, interconnected, and commissioned or that have not submitted three full years of PV System data readings as required in this Agreement.

Section 9: Installer agrees and consents to receive notices at the Designated E-Mail Addresses provided on the Signature Form of this Agreement.

Section 10: The Installer shall disclose any indictment for any alleged felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States, and shall describe circumstances for each. This disclosure requirement extends to the Contractor and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of NYSERDA after the execution of this Agreement, NYSERDA may exercise its stop-work right pending further investigation, or terminate the Agreement; the Installer and/or Contractor may be subject to penalties for violation of any law which may apply in the particular circumstances. The Installer and/or Contractor must also disclose if they have ever been debarred or suspended by any agency of the U.S. Government or the New York State Department of Labor.

Rev.13

SOLAR PV PROGRAM

PON 2112 – SOLAR PV PROGRAM

PARTICIPATION AGREEMENT No. _____

ELIGIBLE INSTALLER and CONTRACTOR SIGNATURE FORM

The Installer and Contractor certify that all of the information provided in the Solar PV Program Participation Application, including any attachments, is true and accurate, to the best of their knowledge. The Installer and Contractor have read and understand this Solar PV Program Participation Agreement and agree to abide by all terms and conditions; agree that all PV Systems will be designed and installed in accordance with PON 2112 and the Program Manual and in compliance with all applicable codes, accepted industry standards and best practices. The Installer and the Contractor acknowledge that failure to adhere to the terms and conditions of participation in the PV Program or to otherwise fail to follow PV Program requirements and procedures may result in a change to their status designation, including termination of this Participation Agreement. NYSERDA reserves the right to modify the provisions of this Agreement at any time during the term of this Agreement.

This Agreement shall become effective and binding when executed by the Installer, Contractor and NYSERDA. A newly signed Signature Form shall be submitted to NYSERDA on or before June 30th of each year following initial execution of this Agreement for the Installer and Contractor to retain **Full** or **Provisional** status. The obligation of the Installer and Contractor with respect to approved applications shall survive any expiration or termination of this Agreement. Execution of this Signature Form by NYSERDA will continue the Participation Agreement under the terms and conditions outlined in this Agreement and its attachments.

IN WITNESS WHEREOF, intending to be bound, NYSERDA, the Installer and Contractor have executed this Agreement.

Eligible Installer - Name (print name)_____

Signature_____ Date _____

Designated E-Mail Address_____

Contractor – Company Name_____

Print Signatory Name & Title_____

Signature_____ Date _____

Designated E-Mail Address_____

Contact Name_____ Contact E-Mail Address_____

NYSERDA Authorized Representative

Signature_____ Date_____

Name and Title_____

SOLAR PV PROGRAM

EXHIBIT A

REVISED 5/12

STANDARD TERMS AND CONDITIONS

FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds $5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (http://www.dos.state.ny.us/coog/foil2.html) and NYSERDA's Regulations, Part 501 (http://www.nyserda.ny.gov/en/About/~/media/Files/About/Contact/NYSERDARegulations.ashx).

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA's obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security

number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION**.** The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development

Division for Small Business

30 South Pearl St -- 7th Floor

Albany, New York 12245

Telephone: 518-292-5220

Fax: 518-292-5884

http://www.esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development

Division of Minority and Women's Business Development

30 South Pearl St -- 2nd Floor

Albany, New York 12245

Telephone: 518-292-5250

Fax: 518-292-5803

http://www.empire.state.ny.us

SOLAR PV PROGRAM

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a “procurement contract” as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding $100,000 for the purchase of goods and services:

a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).

b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).

c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law (See www.ogs.ny.gov/about/regs/ida.asp).