

# SPF Contractor Company

### **Accreditation Handbook**

This handbook contains information on how to become an Accredited Spray Foam Contractor Company in the Spray Polyurethane Foam Alliance Professional Certification Program (SPFA PCP).

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The SPFA PCP Certification Handbook, Curriculum, Study Guides, Written Examinations and Field Examination Forms have been reviewed by the SPFA PCP and accepted for use in connection with the SPFA PCP on the basis of established criteria as defined by the Job Task Analysis (JTA). The information contained in these materials is being made available in good faith and is believed, to the best of the SPFA QAP's, SPFA's, AND SPFA PCP's knowledge and belief, to be accurate at the time of review.

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The SPFA PCP complies with the ISO 17024 International Standard. This SPF Certification Handbook carries all of the requirements of the Certification Scheme.

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### SPFA PCP Vision

That the SPFA PCP professional certification is the most rigorous, extensive and defining program for SPF professionals in the world. That it be consistent with all industry standards, best practices and known building science, and accessible and affordable among our intended constituency. That it be the measure of personal and professional accomplishment in the industry, and a demonstration among professionals of the essential knowledge, skills and abilities inherent among the highest class of Spray foam Professional.

### SPFA PCP Mission Statement

To deliver and operate a focused, consistent and attentive, world-class, professional certification program. Continuously raising, establishing, and raising again the bar on safety, performance, quality and professionalism among SPF industry professionals. For the benefit of their businesses, personal safety, safety and satisfaction among customers, and to create the most solid of foundations for future growth, personal and industry distinction.

### Terms and Definitions

### **Accredited Contractor Company**

A Contractor Company that has met criteria of the certification scheme for Accreditation.

### **Accredited Supplier Company**

A Supplier Company that has met criteria of the certification scheme for Accreditation. A Supplier is any company who provides materials, equipment or services to the SPF industry.

#### Accreditation

Confirmation that a legal corporation has policies and procedures in place to meet the requirements of a certification scheme.

### **Accreditation Renewal**

Annual process of confirming conformity with current accreditation requirements.

### **Appeal**

Request by applicant, candidate or certified person for reconsideration of any adverse decision made by the certification organization related to her/his desired certification status.

### **Candidate**

Applicant who has fulfilled specified prerequisites, allowing his/her participation in the certification process.

### **Certification Administrator**

Person approved by BPQI competent to assess and approve an applicant for certification.

### **Certification Process**

All activities by which a certification body establishes that a person fulfills specified competence requirements, including application, evaluation, decision on certification, surveillance and recertification, use of certificates and logo/marks.

#### **Certified SPF Assistant**

A person who successfully passes the written requirements for Assistant certification. The Assistant does not spray; their job is to assist the Installer and other Field Personnel. Understanding of Health and Safety is mandatory.

### **Certified SPF Insulation Installer**

The SPF Insulation Installer has some experience spraying foam with the guidance of a more experienced Master Installer or Project Manager. The SPF Installer does not have the skills and abilities to install on his own. This person needs to be supervised by a skilled Master Installer or Project Manager. The SPF Installers duties may include spraying SPF in different applications as well as equipment set-up/start-up/shut down.

### **Certified SPF Roofing Installer**

The SPF Roofing Installer has some experience spraying foam with the guidance of a more experienced Master Installer or Project Manager. The SPF Installer does not have the skills and abilities to install on his own. This person needs to be supervised by a skilled Master Installer or Project Manager. The SPF Installers duties may include spraying SPF in different applications as well as equipment set-up/start-up/shut down.

#### **Certified SPF Insulation Master Installer**

A person who successfully meets the requirements for Master Installer certification which includes a Field Examination. The Master Installer has the experience and knowledge of both Assistant and Installer but has demonstrated through Field Examination a mastery in SPF application in addition to understanding of higher level of SPF chemistry, equipment, products, and requirements for successful completion of SPF installation project.

### **Certified SPF Roofing Master Installer**

The SPF Roofing Installer has gained extensive experience spraying SPF in various applications and has demonstrated competence in SPF installations through Field Examination. The SPF Master Installer's duties may include all aspects of the installation of the SPF as well as equipment function/maintenance/repair, and an understanding of other roofing systems

### **Certified SPF Insulation Project Manager**

A person who successfully meets the requirements for Project Manager certification. The Project Manager has the knowledge of the Assistant, Installer and Master Installer as well as the highest level of knowledge and skills in all aspects of SPF installation.

### **Certified SPF Roofing Project Manager**

The Certified Project Manager has extensive project management experience in spraying SPF in various applications. The SPF Roofing Project Manager's duties may include all aspects of the installation of the SPF as well as estimating; testing, standards and building codes; material design considerations and selection; other building fundamentals.

### **Certification Management Board (CMB)**

The CMB is a six-member panel consisting of representatives from SPFA PCP QAP, CSC, Training Committee, two representatives from the SPFA Board of Directors and the SPFA PCP Certification Director. The CMB's only role is in the SPFA PCP Appeal Process.

#### **Certification Scheme**

Specific certification requirements related to specific categories of persons to which the same particular standards, rules and same procedures apply.

### Competence

Demonstrated ability to apply knowledge and/or skills and, where relevant, demonstrated personal attributes, as defined in the certification scheme

### Complaint

Conformity assessment request, other than an appeal, by any organization or individual to a certification body, for corrective action relating to the activities of that body or to those of any of its customers

### **Complaint Review Board (CRB)**

The CRB evaluates the complaint and identifies appropriate actions. It is a panel comprised of three (3) members, as designated by the CSC, plus the PCP Director (non-voting). Every effort will be made so that the Complaint or Default Review Board shall be comprised of contractor, consultant and a supplier representative.

#### **Default**

Certification Administrator (CA) or Certification Director (CD) becomes aware through any mechanism that Accredited Company has violated some obligation within the Accreditation Agreement.

#### **Deficiency**

Any problem involving an Accredited Company that might affect their accreditation other than a complaint or a default.

#### **Demerit**

A demerit is a point given to an Accredited Company when there are complaints, defaults and/or deficiencies that may affect their PCP Accreditation.

#### **Enrollment**

Enrollment is the first step into the SPFA PCP. All participants must be enrolled prior to taking any SPFA PCP Written or Field Examination. The Cost includes the Certification Fee for the year in which you enrolled.

#### **Evaluation**

Process that assesses a person's fulfillment of the requirements of the scheme, leading to a decision on certification.

### **Examination**

Mechanism that is part of the evaluation, which measures a candidate's competence by one or more means such as written, oral, field and observational.

#### **Field Examination**

The Field Examination is an evaluation so that the candidate for Certified Master Installer can demonstrate their ability to manufacture spray polyurethane foam in place. This over-the-shore evaluation covers critical task areas of abilities that each candidate must have in order to become certified.

#### Field Examiner

The SPFA PCP Certified Field Examiner is the person who conducts the field examination. The candidate wishing to be certified as an SPF Master Installer must demonstrate the abilities required to properly complete the Task and Functions identified as an Ability to install spray polyurethane foam on a jobsite to the level required.

#### **Examiner**

Individuals selected according to their experience and knowledge of the industry and the certification scheme, trained to administer written examinations and Field Examinations.

### Job Task Analysis (JTA)

Comprehensive list of the Job and Task Analysis of a spray polyurethane professional.

### Knowledge, Skills and Abilities (KSA)

Comprehensive list of knowledge, skills and abilities an individual is expected to demonstrate mastery of in order to earn SPFA PCP certification.

#### Liaison

Manufacturer/Supplier Liaison is defined as individuals who is the primary contact for SPFA PCP. This person will be trained by the SPFA PCP so that he can properly administer the Accreditation Program

### Manufacturer's/Supplier's Representative

Manufacturer's or Supplier's Representative is defined as individual who has direct contact with contractor in an advisory capacity. These may include sales representative, technical representative or appropriate staff as determined by manufacturer/supplier.

### Qualification

Demonstration of personal attributes, education, training and/or work experience.

### **Quality Assurance Person (QAP)**

The Contractor Company's QAP is the liaison with SPFA PCP.

### **Qualifying Individual**

A Qualifying Individual is the SPFA PCP Certified, Installer, Master Installer or Project Manager which the company employs or has under contract with company.

A Qualifying Individual is also an employee of the company who holds the OSHA 30-hour card for the Construction Course. The OSHA Card carrying individual does not need to be certified in the PCP.

#### Recertification

Process of confirming conformity with current certification requirements.

### Review

Review is the periodic monitoring, between the periods of Accreditation, of an Accredited Contractor Company to ensure continued compliance with the Accreditation requirement.

### **SPFA Director of Professional Development**

The SPFA Director of Professional Development is the SPFA staff member whose responsibility it is to oversee and manage the SPFA PCP. The Director of Professional Development is the primary liaison with the SPFA PCP Administrative staff.

#### **SPFA PCP**

The Spray Polyurethane Foam Alliance's Professional Certification Program (SPFA PCP) which is compliant with the ISO 17024 standard. The SPFA PCP has three committees, the Quality Assurance Program Committee (QAP), the Certification Scheme Committee (CSC) and the Training Committee.

### **SPFA PCP Certification Scheme Committee (CSC)**

The CSC is responsible for developing the examination questions and criteria for the written and field examinations which align with the Learning Objectives. This committee also helps develop the CSC Handbooks for each type of certification and accreditation in the SPFA PCP.

### SPFA PCP Quality Assurance Program (QAP) Committee

This committee is charged with the oversight of the SPFA PCP. This committee develops the Learning Objectives based on the JTAs and KSAs. This is the umbrella committee and is the liaison between the CSC and Training Committees. This committee helps develop the CSC Handbooks and the SPFA PCP's Policies and Procedures Manual.

### **SPFA PCP Training Committee**

This committee is responsible for developing the curriculum (Exam Prep Study Guides and Power Point Slides) for the SPFA PCP based on the Learning Objectives.

### **Supplier**

Any company who provides materials, equipment or services to the SPF industry. Examples of a Supplier would be Distributor, Manufacturers, Equipment Suppliers, Material Suppliers, System Houses, Raw Material/Chemical Suppliers, and others involved in manufacturing and distribution of SPF products.

### **Supplier Representative**

Supplier Representative is defined as individual who has direct advisory contact with contractor or distributor (as applicable, if the supplier only sells through distribution) with regard to SPF related materials, equipment or services, etc. These individuals may include sales representative, technical representative or appropriate staff as determined by supplier.

### Withdrawal of Accreditation or Certification

Withdrawal of Accreditation or Certification means that all privileges which are defined in the SPFA PCP Accreditation or Certification handbooks are revoked or suspended. This includes use of the SPFA PCP Certification Mark.

### Overview

The SPFA Professional Certification Program is designed to have all members of the value chain participate. Individuals become certified to their level of experience and Contractor Companies, Suppliers (this includes Manufacturers and Distributors) become Accredited.

This Handbook contains information on how to become an Accredited Contractor Company in the SPFA Professional Certification Program (SPFA PCP). Information in this Handbook supersedes information contained in any previously published documents.

SPFA PCP Contractor Company Accreditation is open to all contractor companies who install spray polyurethane foam, regardless of SPFA Member or Non-Member status, as long as they meet the criteria.

There are two categories of Accreditation for the Contractor Company:

- SPFA PCP Accredited Company Insulation
- SPFA PCP Accredited Company Roofing

NOTE: A Contractor Company may also become accredited in both Insulation and Roofing.

The requirements to become an SPFA PCP Accredited Contractor Company in Insulation or Roofing are very similar. Therefore, all requirements to become Accredited in either category are virtually the same, except specific requirements for your certified personnel will be based on the accreditation type you are seeking. In other words, if you are seeking to become accredited in roofing, then the certifications your personnel carry, should be in roofing to meet this requirement.

Accreditation is based upon the SPF contractor company meeting the criteria set forth in this handbook.

Accredited contractor companies will be required to employ certified individuals. For detailed information on how to become an SPFA PCP Certified Professional, please refer to the Roofing and Insulation Handbooks which can be found at <a href="https://www.sprayfoam.org">www.sprayfoam.org</a>.

### SPFA PCP Certification History/Process

We realize the confusion and uncertainty that can come with something new, especially when it is based on unfamiliar terminology, such as JTAs and KSAs.

To simplify it, the following is the step-by-step process\* followed and how JTAs and KSAs evolve.

- 1. Identify the **FUNCTIONS** an SPF Professional has in the course of his work for example, understanding Health and Safety with Chemicals is a Function.
- 2. Within each Function, define the **TASKS** (For example, the correct use of Personal Protective Equipment is a Task).
- For each TASK the QAP Committee defined the LEARNING
   OBJECTIVE which must be met in order to be recognized as an SPF
   professional.
- 4. Identify what **KNOWLEDGE**, **SKILL** and/or **ABILITY** (KSAs) a Spray Foam Professional requires to perform their Functions and Tasks. Each KSA is tied to a specific task.
  - a. In this case, the Certification Committees determined that SPF Professionals must KNOW what PPE is necessary for each task, have the SKILL to insure PPE is working correctly (such as how/when to change respirator filters) and demonstrate the ABILITY to properly use PPE.
- 5. Based on the KSAs, the Certification Scheme Committee (CSC) developed test questions and criteria which would measure a candidate's **KNOWLEDGE, SKILL** and/or **ABILITY** to perform the defined tasks.

\*This is in its simplest form to explain the development of the SPFA PCP; however, the Certification part of the PCP involves much more and details can be found in the QAP Manual.

### Criteria to become an Accredited Contractor

Accreditation is based upon the SPF Contractor Company meeting the criteria set forth in this handbook. At a glance, here are some of the criteria. The following pages will outline them in detail:

- 1. Proof of Business
- 2. Proof of Licensing
- 3. Insurance Requirements
- 4. Code of Conduct
- 5. Safety Program/Training
- 6. Company Experience Declaration
- 7. Personnel Requirements
- 8. Job Requirements
- 9. Equipment Requirements

### **Accreditation Criteria**

### Proof of Business Requirements

An SPFA Accredited Company is required to provide "proof of business." Acceptable documentation may include: Incorporation, Limited Liability Corporations, "dba" Doing Business As" designation. A copy of a letter, certificate or government issued document must be submitted with application.

### Licensing or Registration Requirements

An SPFA Accredited Company is required to have a **Contractor's License** and/or **Contractor's Registration**, as applicable. This is based on local requirements, as required by law. The company must consider the laws of the state and local governments in which they are incorporated or registered as well as local jurisdictions in which they do work. It is the responsibility of the contractor company to learn local requirements and comply with them. A copy of a letter, certificate or government issued document must be submitted with application.

### Insurance Requirements

An SPFA Accredited Contractor Company must be insured. At a minimum, company must carry General Liability Insurance with minimum coverage of \$1 million for single incident and \$2 million aggregate. Workman's Compensation Insurance must also be in place per the state minimum of where the company is located and/or working. Current Certifications of Insurance are required for both General Liability and Workman's Comp. It is the responsibility of the Company to submit new Certificates of Insurance at policy renewal. Failure to do so could jeopardize the Company's Accreditation should it be discovered that a company was operating with lapsed insurance coverage.

### Code of Conduct Requirements

An SPFA Accredited Contractor Company must operate within the SPFA PCP Code of Conduct as defined in the SPFA PCP Accreditation Agreement. A copy of the SPFA PCP Accreditation Agreement will be signed by the Company's representative.



**Safety Program** - Each Accredited Company must have a written safety program. A copy of the written program (preferably an electronic version) must be submitted to SPFA PCP.

Written program to include at a minimum:

- 1. OSHA 29CFR 1926, Construction Industry Regulations
  - a. Respirator Program
  - b. Hazardous Material Information System
  - c. Fall Protection
  - d. Other areas as applicable

**Safety Training** – Each Accredited Company must show proof of individual personnel training. Training can be verified with documentation such as sign in sheets, safety course certificates, cards, etc. Contractor must demonstrate compliance with OSHA 29CFR 1926, Construction Industry Regulations.

Training to include at a minimum:

- 1 Annual Training (As required by OSHA standards)
- 2 Tool Box Talks
- 3 Other training as applicable

### Company's Experience Declaration Requirements

In order for a company's application to be considered for Accreditation in the SPFA PCP, a minimum, 500,000 board feet (insulation) or 500,000 square feet (roofing) must be documented on the Project Declaration Form\* (F222-035).

A completed Project Declaration Form\* must be submitted with the application. Items to be included may be:

- a. Project name
- b. Project location
- c. Project description
- d. Project size
- e. Project installation date

<sup>\*</sup>The company must have installed the projects listed on the Project Declaration Form. If the work has been done by personnel while working for another company, it cannot be listed on this form.

### Individual Certification Levels

The Accredited Contractor shall employ or have individuals who work under contract in the following categories/levels. (See the Personnel and Jobsite Requirements sections for more detail). The following is a brief description of the certification categories and levels. More detail on individual certifications are outlined in the Insulation or Roofing CSC handbooks.

The SPFA PCP Certification is a progression of Certification Levels. For each Certification a person wants to achieve, the candidate must pass that Certification's written examination for that Level and any lower levels, starting with the "Assistant" Level. You must also meet all the requirements for the level of certification you are seeking.

Attending exam prep courses is not required to become certified – A person may choose to attend training to expand their knowledge. For those with experience in the SPF industry, the self-study of the SPFA PCP Exam Preparatory Study Guides is a viable alternative to the classroom. Exam Prep Courses, and Study Guides are available for each Certification Level.

Check the SPFA Certification page at <a href="www.sprayfoam.org">www.sprayfoam.org</a> for the most current schedule of upcoming Exam Prep Courses, Written Examinations and Field Examinations. SPFA PCP Accredited Suppliers will offer Training, SPFA PCP

Written Exams and SPFA PCP Field Exams at least once per year around the country, making the opportunity to participate in the PCP very accessible. Written exams are also available online 24 hours a day / 7 days a week.

The CSC Handbooks will go into detail about the procedure for taking both the Written and Field Examinations.

The following four certification levels are specifically designed for individuals involved in the installation process of SPF in thermal insulation or roofing installations.



### **SPF** Assistant

This certification program is specifically designed for individuals involved in the assistance of the installation of spray polyurethane foam in thermal insulation installations. SPF Assistants duties may include assisting in equipment and job set-up, substrate preparation, material handling and staging, moving of hoses/scaffolding/ladders, masking, trimming, clean-up and other non-spraying tasks.

### **₹**SPF Installer

#### Insulation

This certification program is specifically designed for individuals with limited experience in the installation of spray polyurethane foam in insulation. The SPF Installer has some experience spraying foam with the guidance of a more experienced Installer or Project Manager. The SPF Installer does not have the skills and abilities to install on his own. This person needs to be supervised by a skilled Master Installer or Project Manager. The SPF Installers duties may include spraying SPF in different applications as well as equipment set-up/start-up/shut down.

### Roofing

This certification program is specifically designed for individuals with limited experience in the installation of spray polyurethane foam in roofing installations. The SPF Installer has some experience spraying foam with the guidance of a more experienced Installer or Project Manager. The SPF Installer does not have the skills and abilities to install on his own. This person needs to be supervised by a skilled Master Installer or Project Manager. The SPF Installers duties may include spraying SPF in different applications as well as equipment set-up/start-up/shut down.

### SPF Master Installer

### Insulation

This certification program is specifically designed for individuals with experience in the installation of SPF in thermal insulation installations. The SPF Master Installer has extensive experience spraying SPF in various applications and has demonstrated competence in SPF applications in the Field Examination. The SPF Master Installer's duties may include all aspects of the installation of the SPF as well as equipment function/maintenance/repair, and an understanding of other insulation systems as well as the proper installation and use of thermal barriers.

### Roofing

This certification program is specifically designed for individuals with experience in the installation of SPF in roofing installations. The SPF Master Installer has extensive experience spraying SPF in various applications and has demonstrated competence in SPF applications in the Field Examination. The SPF Master Installer's duties may include all aspects of the installation of the SPF as well as equipment function/maintenance/repair, and an understanding of other roofing systems as well as the proper installation and use of thermal barriers.

### SPF Project Manager

### Insulation

This certification program is specifically designed for individuals involved in all aspects of the installation and project management of SPF in thermal insulation installations. The SPF Project Manager has extensive Knowledge and Skills in all aspects of SPF in various applications. The SPF Project Managers duties may include managing all aspects of the project and installation of the SPF, as well as knowledge and skills in building science/design, material selection/estimating and codes/standards.

### Roofing

This certification program is specifically designed for individuals involved in all aspects of the installation and project management of SPF in roofing installations. The SPF Project Manager has extensive Knowledge and Skills in all aspects of SPF in various applications. The SPF Project Managers duties may include managing all aspects of the project and installation of the SPF, as well as knowledge and skills in building design, material selection/estimating codes/standards and general

roofing fundamentals.

### Personnel Requirements

### Field Personnel

All Field Personnel are required to have successfully completed the Center for Polyurethane Institute's CPI chemical safety course (available both in person and on-line). It is recommended that each person carry their CPI card to each job site; however, if the company's practice is to maintain a file of all personnel cards as part of the Job File, that is also acceptable.

### **F** Liaison

The Liaison is the person who is a part of contractor company personnel they have designated as the primary contact with SPFA PCP. This person must be trained by SPFA PCP in the administration of the policies and procedures of the SPFA PCP Contractor Company Accreditation program. Training will be offered by SPFA PCP.

### **OSHA 30 Hour Cardholder (Construction)**

An employee of the company must hold the OSHA 30-hour card for the Construction Course. The OSHA Card carrying individual does not need to be certified in the PCP; however, if this person leaves the company, someone else who has a 30-hour OSHA card must be identified within the time defined below for a Qualifying Individual.

### Qualifying Individuals

A Qualifying Individual is the SPFA PCP Certified Installer, Master Installer or Project Manager which the company utilizes. At a minimum, the company will employ/contract the following based on the number of SPF Field Personnel they utilize.

#### 1-10 Field Personnel

- SPFA PCP Certified Project Manager\* AND
- SPFA PCP Certified Installer or Master Installer\*
- Employee that holds a 30-hour OSHA card\* (Construction)
   \*To accommodate smaller contractors, one person can hold all of the above.

### 11-30 Field Personnel\*\*

- SPFA PCP Certified Project Manager\* AND
- SPFA PCP Certified Installer or Master Installer\* minimum of 2
- One person can hold both the Project Manager Certification and either Installer or Master Installer Certification.
- Employee that holds a 30-hour OSHA card\* (Construction)

This meets the minimum requirements for the company accreditation; however, it does not necessarily mean that the jobsite requirements are met. In order to maintain Contractor Company Accreditation, the Jobsite Requirements must also be met. (Please see Jobsite Requirements section for details.) This meets the minimum requirements for company accreditation; however, it does not necessarily mean that the jobsite requirements are met. This does not minimize the requirements as defined in the Jobsite Requirements section. Each job must be supervised by either an SPFA PCP Certified Master Installer or Project Manager.

Number of Field Personnel	Certified Project Manager	Certified Installer or Master Installer
	Insulation	
1-10	1	1
11-20	1	2
21-30	1	3
31-40	1	4
41-50	1	5
	Roofing	
1-10	1	1
11-20	1	2
21-30	1	3
31-40	1	4
41-50	1	5

<sup>\*</sup>To accommodate smaller contractors, one person can hold all of the above.

<sup>\*\*</sup>For each additional 10 Field Personnel, the company must have at least one additional Certified Installer or Master Installer.

### When a Qualifying Individual leaves your employment

The Accredited Company must notify SPFA PCP in writing within 15 days that the Qualifying Individual (aka Certified Individual), that they have designated is leaving/left their employment or is no longer working under contract with them.

The Accredited Contractor Company will notify SPFA PCP within 90 days who is replacing that Qualifying Individual.

If you are unable to have your Qualifying Individual replaced within 90 days, a possible 30-day extension can be requested, and this will be reviewed on a case-by-case basis.



### Jobsite Requirements

Roofing/Insulation - Each job site varies in size and complexity. The quantity of each level of field personnel will vary and will be determined on a case-by-case basis.

Regardless of the number of qualifying individuals listed above, each job must be field supervised by an SPFA PCP

- 1) Certified Master Installer or **Project Manager**
- 2) Each SPFA PCP Certified Master Installer or Project Manager can supervise a maximum of 10 field employees.

Note: An SPFA PCP Certified Installer must be supervised by either a Master Installer or Project Manager while installing SPF.

*Number of Jobsites	Certified Master Installer	OR Certified Installer & Certified Project Manager
1	Insulation 1	1 + 1 = 2
2	2	2 + 2= 4
3	3	3 + 3 = 6
4	4	4+ 4 = 8
5	5	5 + 5 = 10
1	Roofing 1	1 + 1 = 2
2	2	2 + 2= 4
3	3	3 + 3 = 6
4	4	4+ 4 = 8
5	5	5 + 5 = 10

<sup>\*</sup>Jobsites going on at the same time

#### Notes:

- You can have a combination of Certified Master Installers and Certified Installers/Certified Project Managers to meet the requirements.
   Example: 5 jobsites - you can have 3 Certified Master Installers and 2 Certified Installers supervised by 2 Certified Project Managers.
- 2. 6 or more jobsites each jobsite must have a Certified Master Installer OR Certified Installer supervised by a Certified Project Manager.

### Subcontractor Requirements

An Accredited Company can subcontract work; however, the companies or personnel performing any SPF sub-contracted work must comply with the same rules and criteria as the Accredited Company.

### Equipment Requirements

The contractor shall install all SPF and other related materials with supplierapproved equipment for the specific products being installed.

The Accredited Contractor Company will list their equipment on the application form.

At a minimum, the following is required:

1) Insulation

Supplied Air Respiratory System (SAR)

Foam Rig – Capable of meeting the specific materials processing parameters

Test Kit (Adhesion and Density)

Coating Equipment as applicable for liquid thermal barriers.

2) Roofing

Foam Rig – Capable of meeting the specific materials processing parameters

Coating Rig – Properly sized for work done

Sampling Test Kit – coring and slit samples.

A "rig" is defined as the comprehensive package including trailer/truck, gun(s), proportioner and other applicable equipment.

### Maintaining Accreditation

### Renewal (Every five years)

- Confirmation that any complaints about non-compliance to the SPFA PCP Program have been resolved.
- Confirmation of receipt of renewal fee (confirm account is up to date).
- Confirm that Liaison and Contractor Representative information is still current based on initial registration submission. Make any applicable changes.

The Accreditation of the Contractor shall be withdrawn due to the Contractor's negligence to follow the renewal requirements.

### Withdrawal of Accreditation

The Accreditation shall be withdrawn in cases where the Accredited Contractor does not comply with the criteria set forth in the agreement and this handbook at any time once due process has been followed.

The SPFA Director of Professional Development shall review the Accredited Contractor 's record and provide a written report outlining the steps to be taken in order for the Accredited Contractor to be re-instated.

# Complaints, Default or Deficiency (CDD) Process

A <u>complaint</u> is a written notification to the SPFA Director of Professional Development in reference to an issue involving a Certified Individual or an Accredited Company. Complaints must have proper documentation. The SPFA PCP will not address complaints that do not fall within the scope of the SPFA PCP or are determined to be without merit.

A <u>default</u> is when the Director of Professional Development becomes aware, through any mechanism, that the Certified Individual or Accredited Company has violated some obligation within the Certification and/or Accreditation Agreement.

A <u>deficiency</u> is any problem involving a Certified Individual that might affect their certification (for individual) or accreditation (for company) other than a complaint or a default.

Details about the Complaint, Default or Deficiency Process are available upon request.

### **Step One**

A person making a complaint must notify the SPFA Director of Professional Development in writing by emailing <a href="mailto:certdirector@sprayfoam.org">certdirector@sprayfoam.org</a> and the Certified Individual and/or Accredited Company is notified of complaint.

A default or deficiency can also be discovered by SPFA without a formal complaint.

The Certified Individual and/or Accredited Company will be notified of the complaint, default or deficiency within five business days of discovery and given an opportunity to respond.

NOTE: If the complaint has undeniable evidence of unsafe, unhealthy or illegal behavior, the PCP reserves the right to immediately suspend the individual's and/or company credentials pending further review of the Complain Review Board (CRB).

### **Step Two**

Complaint Review Board evaluates the complaint and identifies appropriate actions.

Note: CRB is a panel of three (3) individuals, as designated by the CSC, plus the PCP Director (non-voting). Every effort will be made that the Complaint or Default Review Board shall be comprised of contractor, consultant, and supplier representative.

### **Step Three**

Certified Individual or liaison with the Accredited Company responds to findings of Complaint Review Board.

# Category of Complaints, Default or Deficiency (CDD) and Demerit Point System

Each CDD received will fall into one of the three categories below. The category in which it is placed will determine the maximum number of demerit points that can be assessed for each infraction within that category. The review process may result in assignment of points, suspension of credentials or even termination of credentials for the most serious offense. The Complaint Review Board must consider if the CDD can be validated, is there a remedy and if this remedy is a corrective action or some other type of satisfactory way to address the complaint. It is important to remember that any CDD can only be addressed in its relevancy to the PCP.

### **Category One: Violation of Specific Terms of Agreement**

Max. points = 100 per violation

Example:

- 1. Lying about work history on application
- 2. Improper use of Certification and/or Accreditation Mark
- 3. Misrepresentation of credentials
- 4. Repeat of prior complaint, default or deficiency

## Category Two: Verifiable issue related to job performance, safety, or legal approvals (licenses, building permits, etc.)

Max. points = 35 per verifiable violation Example:

- 1. Not wearing safety gear
- 2. Failure to obtain necessary work permits
- 3. Spraying a roof in the rain
- 4. Didn't spray foam thick enough per the spec
- 5. Used wrong coating
- 6. Subcontracted the job in violation of contract
- 7. Left empty drums on the jobsite

# Category Three: Non-Verifiable issue which cannot be readily investigated or have not been documented by an independent third party

Max. points = 10 per issue

### **Actions Based on Total Demerit Points**

### Ø□ 100 points = Suspension of PCP Credentials

**Suspension:** Credentials suspended, PCP ID card(s) returned – if applicable, correction action determined, credentials pending terms of corrective action. Termination may occur when more than 100 points have been accrued.

### $\emptyset \square$ 30 points = Warning

**Warning:** Corrective action determined; credentials remain intact. Follow up based on terms of correction action and/or annual review.

### Ø☐ Any points assigned = Notification

**Notification:** Anytime points are assigned, CI and/or Accredited Company is notified. No action taken unless number of points triggers a warning or suspension.

As part of corrective action, the CRB may determine that demerit points can be reduced once corrective actions and designated time has passed. Any remaining demerit points will remain in the record of the Certified Individual and/or Accredited Company for five years (from the date when the notice was received by the CI or Accredited Company from PCP of the complaint, default or deficiency.)

### Reinstatement of Lapsed or Suspended Certification or Accreditation

If an SPFA PCP Certified individual neglects to renew his/her certification the SPFA PCP Certification will lapse. When this occurs, the individual MUST stop using the SPFA PCP Mark and all references to being an SPFA PCP Certified SPF Professional. A Lapsed Certification is a null and void Certification. This lapse may impact the Accreditation status of the company if the lapse is with a Qualifying Individual.

The reinstatement of the SPFA Certified individual and/or an Accredited Company is permitted, providing the credentials lapsed due to non-payment of renewal fees and not due to circumstances where they were withdrawn described in the "Suspension or Termination of Certification" section of this Handbook.

In order to reinstate the SPFA PCP Certification, all of the criteria for renewing the Certification and/or Accreditation, including,

- Individual's or Company's SPFA PCP file does not contain any unresolved complaints, defaults or deficiencies
- Verification that all information previously submitted and on file is still applicable and current
- Payment of renewal fees
- In the event that it is 10 years or longer since the individual was first certified, then the individual would also have to complete any Re-Certification Requirements as described in the PCP Certification Handbook.

In order to reinstate the SPFA PCP Certification or Accreditation after suspension or termination has occurred, the CI and/or Accredited Company must have successfully completed any remediation determined in the CDD process.

### - Appeal Process

There is a three-tiered process for review and appeal of suspension or termination of certification/accreditation or assessment of demerit points. The SPFA Director of Professional Development shall make all appeal decisions in consultation with the Certification Management Board which consists of representatives from SPFA PCP QAP, CSC and Training Committees, two representatives from SPFA Board of Directors.

If the Certified Individual (CI) and/or Accredited Company believes that the CRB's decision is not satisfactory; they shall approach the Certification Management Board.

If the CI and/or Accredited Company believes that the Certification Management Board's decision is unsatisfactory, they shall request a review from an independent third party.

### **Tier 1 Appeal Process with Director of Professional Development:**

To appeal, this procedure must be followed:

Request for review must be made within 10 business days of notice of suspension of certification/accreditation or assessment of demerit points. The request for review must be sent to: certdirector@sprayfoam.org

The request for review must specifically state the reasons why the Certified Individual and/or Accredited Company believes the initial decision should be modified or overturned. The request must provide new information on the issue or provide a specific reference where required procedures have not been followed.

The review will be carried out by the Director of Professional Development who will provide a decision in writing within 30 business days of receiving the written request for review.

If the Director of Professional Development or designee concludes, based on the current version of the certification scheme (described in the Certification Handbook) at the time of assessment, suspension or termination, that the demerit points should not

have been assessed, or that the Certified Individual and/or Accredited Company should not have had their credentials suspended, the demerit points will be removed specific to the violation in question or suspension lifted as the case may be.

Should the Director of Professional Development conclude that the actions taken are valid; the Certified Individual and/or Accredited Company will be notified of such conclusion, in writing. A letter will be sent either by email or traceable delivery service. The Certified Individual and/or Accredited Company is deemed to have received the notice of the written review decision 5 business days after the notice is sent.

### Tier 2 Appeal Process with Certification Management Board (CMB):

If the Certified Individual and/or Accredited Company disagrees with the action taken after the completion of the Tier 1, they may appeal to the Certification Management Board. The Certification Management Board is a six (6) person panel, made up of representatives of the SPFA PCP QAP, CSC and Training Committees, two representatives of the SPFA Board of Directors and Certification Director (non- voting). Anyone who served on Complaint Review Board for this complaint, default or deficiency, may not serve on the CMB.

Request for review must be made within ten business days of the Tier 1 decision. The request for review must be sent to: <a href="mailto:certdirector@sprayfoam.org">certdirector@sprayfoam.org</a>.

The request for review must specifically state the reasons why the Certified Individual and/or Accredited Company believes the initial decision should be modified or overturned. The request must provide new information on the issue or provide a specific reference where required procedures have not been followed.

The review will be carried out by the Certification Management Board (CMB) that will provide a decision in writing within 30 business days of receiving the written request for review.

If the CMB concludes, based on the current version of the certification scheme (described in the Certification and/or Accreditation Handbook) as amended to the time of assessment of demerit points or suspension or termination that the demerit points should not have been assessed, or that the Certified Individual and/or Accredited Company should not have had their certification suspended or

terminated, the Certified Individual will have the demerit points removed specific to the violation in question or suspension/termination lifted as the case may be.

Should the CMB conclude that the actions taken are valid; the Certified Individual and/or Accredited Company will be notified of such conclusion, in writing. They will receive a letter by email or traceable delivery service. The Certified Individual and/or Accredited Company is deemed to have received the notice of the written review decision five business days after the notice is sent.

### Tier 3 Appeal Process with Independent Arbitrator:

If the Certified Individual and/or Accredited Company still feels that the action taken after the Tier 2 process has been completed has not met the requirements of the certification scheme (described in Certification and/or Accreditation Handbook), the Certified Individual may appeal to an independent arbitrator.

In order to proceed with the appeal going to an independent arbitrator, the following is to be completed:

- 1. Notice of appeal must be received within 10 business days after receipt of the written review decision from the Certification Management Board,
- 2. Notice of appeal must sent to: certdirector@sprayfoam.org.
- 3. Notice of appeal must specifically state the grounds for appeal,
- 4. Deposit of \$1000 in form of certified check or bank draft payable to SPFA must be received with notice of appeal,
- 5. The arbitrator will be mutually agreed upon by both parties.

The deposit that the Certified Individual and/or Accredited Company is required to pay to start Tier 3 will be at least \$1,000.00. This amount may increase based on the prevailing rates of the arbitrator.

If the arbitrator decides that the demerit points should not have been assessed or that the Certified Individual and/or Accredited Company should not have had their certification suspended or withdrawn, the Certified Individual and/or Accredited Company will have the demerit points removed specific to the appeal or suspension lifted as the case may be and the money paid will be returned.

If the independent arbitrator confirms the written review decision of the certification board that the points are to stay in place, the fee paid will NOT be returned to the Certified Individual and/or Accredited Company.

Should the CI and/or the Accredited Company feel that the certification process has not been followed, they can register a complaint with the accreditation body

for ISO 17024 that has accredited the certification body that is providing personnel certification under the ISO 17024 requirements.

### Frequently Asked Questions

### Q Why should my company become an SPFA PCP Accredited Contractor Company? What is the benefit?

A The benefit of becoming an Accredited Contractor Company shows your customers and prospects that you have a commitment to working in compliance with stringent health and safety guidelines, best practices application procedures with SPFA PCP Certified professionals. It also shows your personnel and competition that you have raised the bar.

### Q How does my company become an SPFA PCP Accredited Contractor Company?

A The first step is to review the criteria beginning on page 12 of this handbook and identify which criteria your company has already met and then make a plan to complete the other items on the checklist.

### Q I've looked at the criteria, but I don't understand some items?

A Call 1-866-222-5000 and the SPFA PCP staff can answer your questions.

### Q If only one of my employees has met the criteria and everyone else is working toward their certifications, should we submit our application?

A It is best to submit a fully completed application with all of the appropriate documentation. Partial submissions will not be considered.

### Q If my company's application is declined, will we be notified of the reason?

A Yes, SPFA PCP will provide you with these details so that you can make corrections or submit necessary documentation to be reconsidered.

### Q How long is a Contractor Company Accreditation good for?

A The Accreditation must be renewed on a five-year basis; however, as long as your company maintains good standing with the SPFA PCP, the Accreditation will remain active indefinitely.

### Q How does a contractor company remain in good standing with the SPFA PCP?

A Company remains in good standing as long as they comply with the criteria set forth in the Accredited Company Contractor CSC Handbook.

### Q What documentation does SPFA provide verifying my company's accreditation status?

A SPFA will provide a letter verifying that your company has been Accredited. We will also provide the template that you may use to create a banner, signage, stationery or other marketing collateral using the SPFA PCP logo and Accreditation mark. (The conditions for use are defined in the SPFA PCP Accreditation Agreement.

### Q Is there a fee for becoming Accredited?

A Yes, there is a fee. See the <u>SPFA Accredited Contractor Company Order Form-F-222-146</u> rev 0 for current pricing.

### Q If one of my employees does not pass the exam(s) necessary to become certified, but everyone else has, will this hold up my company's accreditation?

A It depends on whether you have met the "Personnel Requirements" with the number of SPFA PCP Certified professionals you have on staff. If your company has already met the minimum requirement, based on the staff who are now certified, then it will not hold up your Accreditation. However, if you need one more certified individual at a certain level, but that person is having trouble on the exam, then your Accreditation cannot be issued until you meet the appropriate personnel requirement.

### Q If one of my employees who is certified leaves my employment, will my company lose its accreditation status?

A No, as long as you get someone else certified within the timeline outlined in the SPFA PCP Accredited Company Contractor Handbook.

### Q Do all of my personnel need to be Certified?

A No. The number of required certified personnel is described in the SPFA PCP Accredited Company Contractor Handbook.

### Q Does SPFA need to tour my company's facilities before issuing accreditation?

A No, SPFA will not be conducting inspections of contractor company facilities.

### Q We just received an RFP that requires the contractor to be SPFA PCP Accredited. How quickly can this be done?

A It all depends on which of the criteria has already been achieved, what still needs to be done and the level of experience of both the staff who will be "Qualifying Individuals" and your company. We recommend having the appropriate staff attain their certifications as soon as possible so you aren't in this position.

### Q Some of my employees understand spoken English but can only read Spanish. When will the written exams be available in Spanish?

A The Assistant, Insulation Installer and Roofing Installer Written Exams are now available in Spanish.

### **Accredited Contractor Company Order Form**

SPFA Accredited Contractor Company Order Form-F-222-146 rev 0



#### SPFA Accredited Contractor Company Order Form

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# SPFA PCP CONTRACTOR ACCREDITATION EXPERIENCE DECLARATION & PROJECT LIST (DECLARACIÓN DE EXPERIENCIA DE

ACREDITACIÓN DEL CONTRATISTA Y LISTA DE PROYECTOS)

I) Comp	pany Name (Nombre de la Empresa)
bec	e: Minimum 500,000 b.f. (insulation) or s.f. (Roofing) is required in each category. (i.e.: OC insulation/CC Insulation/Roofing) to ome accredited in that category. (Nota: En cada categoría ser requiere un mínimo de 500,000 pies tabla (aislamiento) o pies cuadrados (techumbre) – por plo: aislamiento de celda abierta (OC)/aislamiento de celda cerrada (CC)/techumbre) para ser acreditada en esa categoría).

<sup>\*\*</sup> Project Description examples: SPF residential walls, attic, crawl, below grade, commercial walls, air barrier (\*\*Ejemplos de Descripción de Proyectos: Paredes residenciales con SPF, ático, espacio de pequeña altura, debajo del nivel del suelo, paredes comerciales, barrera de aire)

Proyectos: Paredes residenciales con SPF, ático, espacio de pequeña altura, debajo del nivel del suelo, paredes comerciales, barrera de aire)					
Completion Date				CC/OC	Size
	Project Name	Location (City/State)	Project Description **	Roofing	BF/SF
(Fecha de Terminación)	(Nombre del Proyecto)	[Ubicación (Ciudad y Estado)]	(Descripción del Proyecto**)	(CC/OC Techumbre)	(Tamaño Pies tabla/ Pies cuadrados)

If additional space is needed, please provide information on back of this page. (Si se necesita espacio adicional, favor de proporcionar información al reverso de esta hoja).

Completion Date (Fecha de Terminación)	Project Name (Nombre del Proyecto)	Location (City/State) [Ubicación (Ciudad y Estado)]	Project Description ** (Descripción del Proyecto**)	CC/OC Roofing (CC/OC Techumbre)	Size BF/SF (Tamaño Pies tabla/ Pies cuadrados)
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### SPFA PCP ACCREDITED CONTRACTOR COMPLAINT FORM

SPFA PCP can only consider written complaints regarding the non-compliance with SPFA PCP Accredited Contractor's criteria within this program.

Details of program are in the Contractor Accreditation CSC Handbook at www.sprayfoam.org.

Complaints about other Contractor related issues that do not fall within the parameters of this program will not be addressed by SPFA.

Name of Person/Company lodging cor	mplaint	
Address:		City, State, Zip:
Phone:		Cell Phone:
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Company/personnel complaint lodged	against:	
Address:		City, State, Zip:
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I, (print name) Information is true and correct.		_, do solemnly declare; that to the best of my knowledge, the foregoing
	 Date	Signature

Return completed form to: SPFA Director of Professional Development

Email: <a href="mailto:certdirector@sprayfoam.org">certdirector@sprayfoam.org</a> Questions call: 800-523-6154

### **COMPANY ACCREDITATION AGREEMENT**



THIS AGREEMENT is entered into this ("Effective Date") by and between the SPRAY POLYURETHANE FOAM ALLIANCE (hereinafter "SPFA"), a 501 (c)(6) non-profit corporation incorporated and operating under the laws of the Commonwealthof Virginia and having its principle place of business at: 11 Hope Road, Ste 111, #308 Stafford, VA 22554.

	and	
COMPANY:	Company Full Legal Name:	
	Doing Business As/Trade Name:	
	Address:	
	City, State, Zip Code:	
	Attn: Contact Name/Title:	

(Hereinafter "Company" or "Accredited Company" or "Accredited Entity")

WHEREAS SPFA is a non-profit organization dedicated to encouraging and setting high standards for on-going professional practice in the spray polyurethane foam industry and issues accreditation to qualifying companies to use the SPFA PCP's applicable Accreditation mark or designation for their specific company accreditation. Company use and display of the SPFA PCP Company Accreditation mark or designation indicates that such company has met the applicable SPFA PCP Company Accreditation requirements. A Company's SPFA approved and licensed use of the SPFA PCP Accreditation mark indicates that the Company has met specified SPFA criteria for Company accreditation.

**NOW THEREFORE**, SPFA has agreed to grant a limited, revocable and non-exclusive license to the Accredited Company to make use of the applicable SPFA PCP Accreditation mark ("SPFA PCP Accredited Company") under the specific terms and conditions set out in this Agreement and in compliance with the PCP and applicable SPFA AccreditationHandbook.

In exchange for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

#### 1. **DEFINITIONS**

The following terms shall have the meanings set forth below:

- 1.1 "Accreditation mark" shall mean any accreditation mark(s) developed, owned, used and/or registered by the SPFA to designate that a company has met and continues to meet specified SPFA criteria for accreditation as a company. In this instance, the Accreditation mark will include the SPFA PCP mark and design as set forth in Schedule A attached hereto, unless the SFPA advises the Accredited Company to the contrary.
- 1.2 "SPFA" means the Spray Polyurethane Foam Alliance, a 501(c)(6) nonprofit organization having its principal offices in Stafford, Virginia.
- 1.3 "Accredited Company" means a sole proprietorship, partnership, limited liability company, corporation or other legal entity who has met all the requirements of the SPFA PCP for achieving and maintaining the applicable PCP Company Accreditation.
- 2. TERM
- 2.1 This Agreement shall commence on the Effective Date set forth above and shall remain in effect until terminated by the SPFA or the SPFA Accredited Company, or it is not renewed or lapses due to the action(s), or failure of action, on the part of the SPFA PCP Accredited Company.
- 2.2 The Accredited Company agrees that it shall successfully satisfy and remain in compliance with any and all requirements for accreditation or re-accreditation that the SPFA may require of accredited companies from time to time.
- 2.3 Subject to the provisions of this Agreement and as long as the Accredited Company is not in breach of any of the terms and conditions of this Agreement, the requirements of the SPFA PCP, or the applicable SPFA Accreditation Handbook, and continues to meet the SPFA required

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criteria for accreditation, SPFA hereby grants to the Accredited Company a non-exclusive, limited and revocable license to use the Accreditation mark during the term of this Agreement and only in the manner and for the purposes set forth in this Agreement. The limited, non-exclusive and revocable license granted herein shall extend only to the use and display of the applicable SPFA Accreditation mark.

- 2.4 SPFA is and shall at all times remain the sole and exclusive owner of the Accreditation mark and all other SPFA PCP related marks, and the Accredited Company shall not be entitled to sub-license, assign or transfer to third parties any of its rights or obligations under this Agreement or make use of the applicable SPFA Accreditation mark in any manner inconsistent with the limited license granted hereunder, this Agreement, the requirements of the SPFA PCP, and/or the applicable SPFA Accreditation Handbook.
- 2.5 Each party hereto hereby confirms to the other that it has full power and authority to enter into this Agreement, and that in doing so (or carrying out any of its obligations hereunder) it is not violating the rights of any third party or any agreement by which it is bound.

#### 3. ACCREDITED COMPANY

- 3.1 The Accredited Company represents and warrants that all information and documentation it has provided to SPFA or its employees, agents or third party designees under this Agreement for accreditation purposes under or in connection with the SPFA PCP, is truthful, complete and accurate, and acknowledges and agrees that the SPFA is relying upon the truth, accuracy and completeness of such representations and warranties in entering into this Agreement. The provision of false, incomplete or misleading information shall be grounds for immediate revocation or termination of the Company's accreditation, this Agreement, and the limited license granted hereunder. The Accredited Company shall remain under a continuing obligation to notify the SPFA of any material changes in the information provided in connection with its Accreditation status.
- The Accredited Company hereby acknowledges and agrees that the SPFA PCP is a proprietary program of the SPFA and that such Accreditation program and the Accreditation mark(s) are and shall at all times remain the sole and exclusive property of the SPFA. The Accredited Company warrants that it shall not challenge, damage or interfere with such SPFA proprietary and ownership rights during the Term or thereafter. The Accredited Company shall not use the PCP Company accreditation mark(s) (including without limitation any documents or materials relating thereto) denoting SPFA PCP Company Accreditation for any purpose other than to designate the applicable SPFA PCP Company Accreditation, nor may the Accredited Company directly or indirectly copy, distribute, transfer, assign or make available the applicable SPFA Company Accreditation mark(s) to any third party without the prior written consent of the SPFA. Such consent shall be at the sole and absolute discretion of the SPFA. The obligations set out in this paragraph shall survive the expiration or termination of this Agreement for any reason.

To maintain accreditation, the Accredited Company shall all times comply with all requirements necessary to meet the then-current and applicable SPFA Company accreditation requirements applicable to the Company under the SPFA PCP Company Accreditation program and as set forth in this Agreement and the applicable SPFA Accreditation Handbook. The SPFA PCP Accredited Company acknowledges and agrees that the SPFA PCP, the Accredited Company criteria for accreditation (including without limitation, the systems, requirements relating thereto) and the applicable SPFA Accreditation Handbook may be amended from time to time, and SPFA shall provide the Accredited Company with notice in writing of any such amendments. The Accredited Company agrees that, to maintain accreditation, it shall timely comply with any such amendments.

- The Accredited Company acknowledges and agrees that the representations made and documents and information submitted to the SPFA by the Accredited Company in support of its PCP Company Accreditation will be relied upon as truthful, complete and accurate by SPFA, and that the SPFA will not be responsible in any way for carrying out independent verification of information relating to the SPFA PCP Accredited Company. Regardless of any use by the SPFA PCP Accredited Company of the Accreditation mark, and without limiting the generality of the foregoing, SPFA shall not be liable for any loss, costs, charges, claims, damages, injuries or liabilities of any kind or nature arising out of or resulting from any work performed, or services or products used or supplied by the SPFA PCP Accredited Company.
- The Accredited Company shall provide current, complete and accurate Company information as it relates to products and/or services rendered or supplied to building owners/operators, general contractors, individuals, the public, and other trades and/or design-build professionals with respect to any of the Accredited Company's materials or products used or supplied or for services provided by the Accredited Company. The Accredited Company shall put in place and continuously adhere to policies, procedures and processes sufficient to answer questions from building owners/operators, general contractors, individuals, the public, and other trades and/or design-build professionals concerning its business, services and products rendered or supplied, and to promptly and thoroughly administer and investigate complaints in a timely and good faith manner.
- 3.5 The SPFA PCP Accredited Company agrees to conduct any and all dealings with building owners/operators, general contractors, individuals, the public, other trades, suppliers, or any third party involving its materials, products, and/or services within the parameters of this Agreement and the limited license granted hereunder, the requirements of the SPFA PCP, and the applicable SPFA Accreditation Handbook.
- 3.6 The SPFA PCP Accredited Company shall be responsible for obtaining all licenses, permits, consents and approvals which are required by all

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applicable governmental or other regulatory authorities with respect to the its business, products, services, or the subject matter of this Agreement. The Accredited Company will provide SPFA, in a timely manner, with copies of all such consents or approvals as required to maintain SPFA PCP CompanyAccreditation.

3.7 The SPFA PCP Accredited Company agrees to abide by all federal, state, and local regulations applicable to the Company and its operations and activities as a condition of continued accreditation under the SPFA PCP Accredited Company program.

### 4. ACCREDITED COMPANY'S USE OF ACCREDITATION MARK

- During the Term of this Agreement the Accredited Company agrees that it shall use the SPFA PCP Company Accreditation mark on all business related documents, advertisements, promotional and marketing materials, products and packaging in strict compliance with the requirements of this Agreement, the limited, revocable license, the SPFA PCP, and the applicable SPFA Company Accreditation Handbook. The Accreditation mark shall be used solely to identify the Accredited Company as an SPFA PCP Accredited Company and for no other purpose.
- The Accredited Company shall provide SPFA with copies of all materials, documents, packaging, advertisements, marketing and promotional materials and otherwise bearing the Accreditation mark in advance of any use or distribution of same. Any failure of SPFA to comment shall not be interpreted as a consent for such use. Should SPFA object to any uses of the Accreditation mark, the Accredited Company shall immediately cease such use of same in accordance with SPFA's demand. The Accredited Company will use the Accreditation mark only in the manner authorized by the SPFA under this Agreement.

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- 4.3 No advertising, marketing or promotional materials used by the SPFA PCP Accredited Company shall contain any statement or material which may, in the sole judgment of SPFA, contain objectionable language, be in bad taste or be inconsistent with SPFA's public image of a first class professional organization representing high standards of safety, conduct and professionalism in the spray polyurethane foam industry.
- The Accredited Company shall not use the SPFA PCP Company Accreditation mark in any manner calculated to represent that the Accredited Company is the owner of such mark or that the Accredited Company is anything other than an SPFA licensed user of the mark. The Accredited Company further acknowledges that SPFA's Accreditation mark is and shall remain the sole and exclusive property of SPFA, its successors and assigns, and agrees that during the term of this Agreement and thereafter it will not dispute or contest the validity or enforceability of the SPFA PCP Accreditation mark, including without limitation any amendments thereto or future marks forming part of the Accreditation mark, nor council or procure or assist anyone else to do the same, directly or indirectly. The Accredited Company shall not during the Term of this Agreement or thereafter register or attempt to register, directly or indirectly, any business or trade name or trade- mark that is confusingly similar with the Accreditation mark(s) or any Certification mark(s) of the SPFA or the SPFA PCP.
- 4.5 The Accredited Company agrees that any and all limited rights that may be acquired by the use of the SPFA PCP Accreditation mark by the Accredited Company shall enure to the sole benefit of SPFA as the sole Owner of the mark and Licensor.
- 4.6 The Accredited Company agrees to forthwith provide all necessary information and to execute all papers reasonably requested by SPFA to affect the registration, maintenance or defense of the Accreditation mark or to renew same. This obligation shall survive any termination or expiration of this Agreement.
- The SPFA PCP Accredited Company shall immediately notify SPFA (or its authorized agent or designee) of any apparent infringement, misuse or challenge to SPFA's Company Accreditation mark, and the Accredited Company will not communicate with any other person other than SPFA (or its authorized agent or designee) in connection with any such infringement, misuse, challenge, or claim. The Accredited Company shall cooperate with SPFA (or its authorized agent or designee), and assist SPFA (or its authorized agent or designee), upon reasonable request, with respect to the prosecution of any litigation relating to such infringement or the challenging of the Accreditation mark. SPFA (or its authorized agent or designee) shall, in its sole discretion, make any and all decisions with respect to such litigation (or the settlement of any disputes) and SPFA (or its authorized agent or designee) shall be solely entitled to any awards made on account of such litigation.

#### 5. OWNERSHIP AND MARKING

- The Accredited Company acquires no right, title or interest in or to the Accreditation mark except as expressly provided in this Agreement. The Accredited Company shall at all times observe the requirements with respect to trade- mark notices and other forms of marking with respect to the SPFA PCP Company Accreditation mark as SPFA (or its authorized agent or designee) may from time to time, in its sole discretion, direct and communicate to the Accredited Company. The Accredited Company shall, when using the Accreditation mark, so describe the Accreditation mark to indicate clearly that the mark is owned by SPFA.
- The Accredited Company shall ensure that any and all checks, letterhead, contractual documents, marketing, promotional materials or advertising or writings of any nature, will not directly or indirectly state or infer that the SPFA (or its authorized agent or designee) or the PCP is responsible or liable in any way for any of the obligations or responsibilities of the Accredited Company, or that the SPFA endorses or guarantees the products or services of the Accredited Company.

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#### 6. SPFA'S OBLIGATIONS

Provided that the Accredited Company remains in compliance with its duties and obligations under this Agreement, the SPFA PCP, and the applicable SPFA Accreditation Handbook, upon Accredited Company request, the SPFA (or its authorized agent or designee) will provide the Accredited Company with a SPFA PCP Certificate of Accreditation as an Accredited Company, which will show the Accredited Company being in good standing with the SPFA and within the SPFA Company Accreditation program.

### 7. BREACH AND TERMINATION

- 7.1 This Agreement may be terminated by the Accredited Company at any time upon thirty (30) days prior written notice to the SPFA. Upon termination of this Agreement by the Accredited Company for any reason, the Accredited Company and its officers, directors, employees and authorized agents shall immediately cease and discontinue any and all further use or display on any Company materials or representations that state or imply, directly or indirectly, that the Company is an SPFA PCP Accredited Company. Furthermore, the Accredited Company shall immediately discontinue any and all use of the SPFA PCP Company Accreditation Mark.
- 7.2 The Accredited Company acknowledges and agrees that the limited and revocable license granted hereunder and this Agreement may be suspended or terminated by the SPFA immediately, in its sole discretion, if the Accredited Company is found by the SPFA, acting reasonably, to be in default or breach of any of its duties or obligations under this Agreement, or of any requirements of the SPFA PCP, or the applicable SPFA Accreditation Handbook.
- 7.3 Without limiting the generality of the foregoing, the Accredited Company shall be deemed to be in default under this Agreement and SPFA may, at its option, terminate this Agreementif:
  - (a) the Accredited Company is in default of any of its duties or obligations under this Agreement, or the applicable requirements under the SPFA PCP, or fails to meet the requirements of the applicable SPFA Accreditation Handbook;
  - (b) the Accredited Company fails to participate in or successfully complete any and all applicable SPFA PCP requirements or fails to timely complete any reaccreditation or renewal requirements under the SPFA PCP Company Accreditation program;
  - (c) the Accredited Company is found to have provided the SPFA or its authorized agent or third party designee with inaccurate, incomplete or misleading information;
  - (d) the Accredited Company makes a general assignment for the benefit of creditors or a proposal arrangement under the Bankruptcy and Insolvency Act (The United States) or any successor legislation (the "Act"), if a petition is filed against the Accredited Company under the Act, if Licensee shall be declared or adjudicated bankrupt, if a liquidator, trustee in bankruptcy, custodian, receiver, receiver and manager or any other officer with similar powers shall be appointed of or for the Accredited Company or if the Accredited Company shall commit any act of bankruptcy or insolvency or consents to the institution of such appointment or proceedings or admits in writing its inability to pay debts as they become due except to the extent that SPFA's right to terminate may be limited by the Act;
  - (e) the Accredited Company transfers or attempts to transfer this Agreement or any rights hereunder to any person or entity without the prior written consent of SPFA;
  - (f) if there is any change in control of the registered or beneficial ownership of the issued capital stock of the Accredited Company, or the sale of substantially all of the assets of the Accredited Company, without SPFA having first given its written consent thereto (where the Accredited Company is a corporation).

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- Should the SPFA elect to impose a suspension rather than a termination, giving the Accredited Company an opportunity to cure the default, it shall notify the Accredited Company in writing of the nature of the default to be remedied, the suspension of the Accredited Company's limited license and accreditation and the period granted to the Accredited Company to correct any such default to the satisfaction of the SPFA, failing which SPFA may, in its sole discretion, terminate this Agreement and the limited license granted hereunder, as well as the Company's accreditation under the SPFA PCP Company Accreditation program. Should a suspension be imposed, any fees due and payable to SPFA must be paid in full prior to the re-instatement of any suspended Accredited Company.
- 7.5 In the event of a suspension, or should this Agreement be terminated for any reason, the Accredited Company shall immediately:
  - (a) cease to use, directly or indirectly, the SPFA PCP Company Accreditation mark(s) in any manner and for any purpose whatsoever;
  - (b) remove the Company Accreditation mark(s) and any references to accreditation under the SPFA PCP from any and all materials, including without limitation the Accredited Company's website, packaging, signs, advertisements, marketing and promotional materials, under its custody or control upon which the Accreditation marks or reference to the SPFA PCP Company Accreditation program appears, and shall deliver up same to SPFA upon request;
  - (c) immediately pay to SPFA all fees, amounts and other charges as are or have become due and payable; and
  - (d) immediately cease to and thereafter not, directly or indirectly, hold itself out to any person or entity as an Accredited Company of SPFA or the SPFA PCP.
- 7.6 The Accredited Company agrees that the requirements set forth in paragraph 7.5 (a)-(d) are reasonable and necessary to protect the integrity of the SPFA's Accreditation mark and that these requirements are enforceable by injunction, including without limitation by interlocutory injunction, by any court of competent jurisdiction.

#### 8. INDEMNITY AND RELEASE

The SPFA PCP Accredited Company acknowledges and agrees that while SPFA has made its best effort to develop and make available the SPFA PCP, neither the SPFA, nor its directors, officers, agents, employees, volunteers, contractors or third party designees shall be responsible to the SPFA PCP Accredited Company or any third party for any loss, cost, damage, injuries or damages to persons or property, liability or claim howsoever occasioned, whether by act, error, omission, failure to act, negligence, or willful conduct, in respect of the services, materials or products of the SPFA PCP Accredited Company, or the use and delivery of the SPFA PCP in connection therewith.

The SPFA PCP Accredited Company hereby warrants that it shall indemnify, defend and hold harmless the SPFA, its officers, directors, employees, volunteers, agents, contractor and third party designees from and against any and all third party claims, actions, causes of action, judgments, liabilities, losses, injuries or damages to persons or property, costs and expenses, including reasonable attorneys' fees and court costs, arising out of or resulting from the SPFA PCP Accredited Company's acts, errors or omissions, negligence, intentional or willful misconduct or a breach of 1) the terms or conditions of this Agreement, 2) the requirements of the SPFA PCP, or 3) the applicable SPFA Accreditation Handbook. This duty of indemnification shall survive the termination or expiration of this Agreement for any reason. The SPFA PCP Accredited Company agrees to carry commercially reasonable amounts of professional and commercial liability and property and casualty insurance coverage.

8.2 Without limiting the generality of the foregoing, the SPFA, its officers, directors, employees, volunteers, contractors, authorized agents, and third party designees shall not be obligated or liable for any injury or death of any person or damage to any property caused by or relating to the services, materials, or products used, supplied or provided by the SPFA Accredited Company.

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8.3 The SPFA Accredited Company warrants and agrees that in no event shall the SPFA PCP, the SPFA, or its officers, directors, employees, authorized agents, third party designees, volunteers or any authorized representative, be liable in any manner for any loss, cost or damage that may be suffered by the SPFA Accredited Company by virtue of its accreditation or the suspension or termination of its accreditation hereunder.

#### 9. GENERAL

- 9.1 The Accredited Company is and will at all times remain an independent contractor and is not and shall not represent itself to be the agent, joint venturer or partner of the SPFA. No representations or statements will be made or acts taken by the Accredited Company which indicate or could be deemed to establish, create or infer any apparent relationship of agency, joint venture or partnership, and the SPFA shall not be bound in any manner whatsoever by any agreements, warranties or representations made by the Accredited Company to or with any other person or entity, or with respect to any other actions or omissions of the Accredited Company.
- 9.2 This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia and the United States applicable hereto and the parties irrevocably attorn to the jurisdiction of the Courts of Virginia with respect to any dispute relating hereto.
- 9.3 All notices under this Agreement shall be in writing and shall be sent by prepaid courier, certified mail, facsimile or served personally. If sent by courier or certified mail, service shall be deemed to have been made on the second day following delivery of the notice by the transmitting party to the courier or USPS. Any Notice transmitted by facsimile shall be deemed given and received on the first business day after its transmission. Unless changed in writing, SPFA's address for the purpose of notice is: SPFA-PCP 1050 Connecticut Avenue N.W., Suite 500, Washington, D.C. 20036, and for the Accredited Company, it shall be the address listed at the top of this document, unless SPFA is otherwise notified in writing by the Accredited Company.
- 9.4 The failure of SPFA to exercise any right, power or option given hereunder or to insist upon the strict compliance with the terms and conditions hereof by the Accredited Company shall not constitute a waiver of the terms and conditions of this Agreement with respect to that or any other or subsequent breach thereof nor a waiver by SPFA of its rights at any time thereafter to require strict compliance with all terms and conditions hereof including the terms or conditions with respect to which the Accredited Company has failed to exercise such right, power or option.
- 9.5 If any provision of this Agreement is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Agreement and all other provisions of the Agreement shall remain in full force and effect.
- 9.6 This Agreement may be executed by the parties in separate counterparts, each of which will be deemed to constitute an original, but all of which together will constitute one and the same Agreement. This Agreement will be considered to be fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. This Agreement and those contemplated herein may be executed and delivered by facsimile signatures and will be binding on all parties hereto as if executed by original signature and delivered personally.
- 9.7 This Agreement shall endure to the benefit of and be binding upon SPFA and the Accredited Company and their respective successors and permitted assigns.
- 9.8 This Agreement contains the entire Agreement between the parties in respect of its subject matter and supersedes all earlier agreements, understandings, negotiations and discussions, whether verbal or written. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided. The Agreement may not be modified, amended or supplemented in any manner without the prior written consent of the SPFA and without signatures of authorized representatives of both parties.

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Please forward this agreement to: SPFA-PCP 1600 Boston-Providence Hwy Walpole, MA 02081

THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT on the date first written above.

Fax: 1-866-956-5819 or e-mail: admin@spfapcp.org ?? Questions call: 1-866-222-5000