



BPI GoldStar Contractor Program

POLICIES AND PROCEDURES



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Acknowledgements

The Building Performance Institute, Inc. would like to thank those who support the BPI national expansion and all of the dedicated professionals who have participated in the development of this document.

Disclaimer

BPI will keep the most up to date version of this document posted at www.bpi.org. Prior to participating in any available service through BPI, check to ensure that you have based your decision to proceed on the most up-to-date information available. BPI reserves the right to modify documents prior to accepting any application.

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1. About BPI

Founded in 1993, the Building Performance Institute (BPI) is the nation's premier certification and standard-setting organization for home performance professionals. BPI is accredited by the American National Standards Institute, Inc. (ANSI) as a developer of American National Standards and as a certifying body for personnel credentials. BPI develops the technical standards for home energy audits and for energy efficiency, health, and safety improvements. From these standards, BPI develops rigorous written and field exams resulting in one of BPI's 14 professional certifications.

BPI also offers 3 programs ([BPI GoldStar Contractor](#) for companies, [Rating Program](#) for raters, and [BPI Product Listing](#) for manufacturers) and one certificate ([Building Science Principles](#)). BPI Certified Professionals hold over 18,000 active certifications supported by 130 BPI Test Centers and 340 Proctors. BPI has BPI Goldstar Contractors across the country.

BPI is a 501(c)3 corporation registered in the state of New York. The corporation was incorporated on January 18, 1996 and the corporation number is 14-1789014. The objective of the corporation is to provide credentialing for individuals and corporations involved in the residential retrofit industry. BPI is headquartered in Malta, NY.

2. Introduction to the BPI GoldStar Contractor Program

The BPI GoldStar Contractor program is a contractor of excellence program focused on integrating quality control systems into companies' existing business processes to help solve their most persistent internal problems. By reducing waste and improving operational efficiencies, contractors are better able to provide high quality home performance services to customers, and build profits. Becoming a BPI GoldStar Contractor offers companies engaged in home improvement and home inspection related activities a competitive advantage, by helping them develop a reputation for consistently high quality home performance services to customers.

Participation in the BPI GoldStar Contractor program is voluntary. BPI is committed to working with contractors as they develop a companywide Quality Management System (QMS) that works for them, and asks that each company make the same commitment to the process. A Quality Management System is an internationally recognized management approach for integrating quality controls within business processes, based on the ISO family of standards.

An integral part of creating such systems in the world of home performance is a commitment to follow BPI's standards of building science where applicable, to help solve customers' home performance problems. BPI GoldStar Contractors employ adequate BPI certified staff both to educate customers about the value of whole house improvements, and to ensure that the systems of the home operate in a way that protects the health and safety of occupants and durability of the structure.

3. How does the BPI Goldstar Contractor Program Work?

The process begins when a company submits an application, supporting documentation and fee to BPI to enroll in the BPI GoldStar Contractor Program. Once approved, the company is listed with priority

placement on BPI's contractor locator tool found on BPI's Consumer site at www.bpihomeowner.org and BPI's Industry Professional site at www.bpi.org. The company will also have immediate access to BPI hosted webinars and seminars. The company's representative is asked to complete an initial companywide assessment survey. This assessment determines the company's business and quality management, sales and marketing training needs. Then, with BPI staff assistance, the company develops a skills enhancement plan. Company employees proceed to attend training directed toward these skills. BPI assigns a staff Client Relations Representative (CRR) to each company to help progress through this process under a non-disclosure agreement.

3.1. Training Categories

Standard: Training focuses on the fundamentals of creating a quality management system (QMS) tailored to the needs of each company, and developing business management, HR, accounting, sales and marketing skills structured for the home performance industry.

Advanced: Training focuses on the development of company-wide and department specific quality control processes, together with standards, policies, procedures and protocols that are meaningful and useful to address the particular challenges faced by each contracting company.

Master: Training focuses on further integrating quality control processes in all departments, and refining the overall continuous improvement process in all areas to maximize customer and employee satisfaction.

Training may be conducted via webinars, seminars or other formats as approved by BPI.

3.2. Business-to-Business Mentoring

Existing BPI GoldStar Contractors with experience in business and quality management and the home performance industry have valuable expertise to share, and may wish to assist other contractors by becoming mentors. Mentors receive official BPI recognition of being a mentor on BPI's website, as well as CEUs toward BPI certifications. Mentoring is completed in a method agreed to by and scheduled between the mentor and the mentee.

4. Requirements to Become a BPI GoldStar Contractor

All required information, payment and documentation must be submitted prior to the GoldStar Contractor Agreement being finalized. While it is preferable to submit all documentation at one time, you will be allowed thirty (30) days from the time that BPI receives your first document, to complete the process.

Your organization must have the following for eligibility:

- FEIN and provide a copy of DBA, if using
- One (1) staff member that holds an active BPI Certification in either the Building Analyst or Energy Auditor designation
- General Liability Certificate of Insurance in the amount of \$1 million dollars (minimum)

- Workers' Compensation Certificate of Insurance
- Licensing and bonding as required by governing jurisdiction
- Customer Dispute Resolution Policy¹
- Annual records of calibration for diagnostic equipment (available upon request)
- Maintain records on data collection
- Ability to perform work according to BPI National Standards
- Ability to provide job specific information electronically to BPI upon request
- Ability to receive electronic notifications from BPI

When required, agree to pay all expenses incurred for any in-field Quality Assurance inspections that BPI deems necessary.²

4.1. Submit BPI GoldStar Contractor Application

- Complete each section and include full legal names
- Submit a copy of the DBA provided by your state if you are using a DBA
- Submit the Customer Dispute Resolution Policy on your organization's letterhead
- List each staff member who holds active BPI Certification(s)
- Submit the application electronically to GoldStar@bpi.org, or by conventional mail to:

Building Performance Institute, Inc.
Attn: BPI GoldStar Contractor Program
107 Hermes Road, Suite 210
Malta, NY 12020

- Please be prepared to notify BPI of any changes to your account via email to GoldStar@bpi.org
- Submit payment of the non-refundable application fee, renewable each January of the following year, according to the [BPI GoldStar Contractor Fee Schedule](#).

4.2. General Liability Certificates of Insurance

- Your organization must have a minimum amount of \$1,000,000.00 (one million dollars) in liability coverage
- Your company name must match what is on the BPI GSC Application
- BPI must be listed as a Certificate Holder (*Appendix C*): Building Performance Institute, Inc. 107 Hermes Road, Suite 210 Malta, NY 12020

Note: BPI does not need to be listed as additionally insured, only as a Certificate Holder

- You must ensure that your insurance documents stay current. If the covered period ends prior to your annual renewal date, you must submit updated proof of coverage to BPI at goldstar@bpi.org. Failure to keep proof of insurance current may result in a corrective action.

¹ BPI provides a template for the Customer Dispute Resolution Process within the application

² As required due to customer, program, or other complaint submitted to BPI.

4.3. Workers' Compensation Certificate of Insurance

- Your company name and address must match what is on the GSC Application
- If, by law, your company is not required to carry Workers' Compensation Insurance, you must provide proof of exemption

4.4. BPI GoldStar Contractor Program Participation

Once the application requirements have been met the company is notified, and a company representative will receive a link to participate in a BPI VIMEO session which explains the following details of the program:

- Access to a personal Client Relations Representative (CRR) to assist with any questions company staff may have regarding the BPI GoldStar Contractor program, BPI standards, certifications or other matters.
- Completion of a companywide assessment survey (QMS) to assist in developing a training program specific to their needs (*The QMS must be completed within ten (10) business days of receipt*)
- Business to business mentoring
- Participation in BPI hosted business and quality management webinars and seminars
- Discounts on new BPI certifications
- Discounts on the Building Science Principles (BSP) reference guide and certificate
- Completion of applicable work to BPI national standards
- Continued compliance with insurance requirements
- Updating contact information and staffing information as needed

4.5. Activation of BPI GoldStar Contractor Agreement

Once all required documentation is submitted to BPI, the final legal agreement for the BPI GoldStar Contractor Program will be created by BPI with your individual organization's information as provided by you incorporated in the Agreement

- Complete the VIMEO session and corresponding survey
- Review the Agreement and submit the signature pages
- When BPI receives the completed signature pages, the account will be activated and you will receive a copy of the fully executed Agreement
- Your BPI GoldStar Contractor contact information will appear on the BPI website.

4.6. Fee Schedule

The annual fee for the BPI GoldStar Contractor Program is \$1200.00 and may be paid in the following manner:

- Pay annual fee in full
- Make this payment in full by using the Pay Pal link on the application, OR

- Submit credit card information on the application, OR
- Mail a check or money order with the application and corresponding documents, OR
- Pay a monthly fee

A company may use the subscription link on the application and are required to set up an automatic monthly deduction of \$100.00 by credit card, or an ACH monthly withdrawal. Monthly deductions through your PayPal account will continue until cancelled by account holder. Please contact BPI prior to cancellation of the subscription. BPI will not be providing any invoice associated with this service.

If, for any reason, your monthly payment is not made, your organization will have thirty (30) days to make the missed payment. Any payments not made after thirty (30) days will result in the deactivation of your BPI GoldStar Contractor status. To reinstate your GSC status, you will be required to pay the remaining annual balance in full and will not be allowed to use the monthly subscription option.

4.7. BPI GoldStar Contractor Program Renewals

The GoldStar Contractor is responsible for submitting payment of the renewal fee. In November of each year you will be invoiced for the annual fee required to maintain your status as a BPI GoldStar Contractor for the following year.

If payment has not been received by the invoice due date the contracting company is deactivated and removed from the BPI website and will not be eligible to receive BPI GoldStar Contractor program benefits.

Contractors subscribing to monthly billing renew automatically. This plan does not include an expiration date from BPI. The contractor must contact BPI in writing by email or mail of plans to discontinue BPI GoldStar Contractor services thirty (30) days prior to terminating their agreement and fee disbursement to BPI.

Proof of current General Liability and Workers Compensation or waiver is required in order to maintain participation. If the policy expires, contractor must submit an updated insurance certificate.

If, for any reason, your monthly payment is not made, your organization will have thirty (30) days to make the missed payment. Any payments not made after thirty (30) days will result in the deactivation of your GoldStar Contractor status. To reinstate your GSC status, you will be required to pay the remaining annual balance in full and will not be allowed to use the monthly subscription option.

If participation is not desired the contractor may not represent its company as a BPI GoldStar Contractor in any manner, and the company will no longer be provided BPI GoldStar Contractor program benefits.

5. Logins and Passwords for BPI GoldStar Contractor Account

A GoldStar Contractor representative (primary contact) will receive and safeguard a unique login ID and password for access and use on the account portals via www.bpi.org. This information will be considered business confidential and will only be delivered to the intended individual.

Use of this login ID and password information will be required to obtain information from or post to the BPI website. BPI will provide a login ID and password protected access to the designated GoldStar Contractor representatives, for the appropriate level of access, to the BPI website, on an as needed basis.

6. BPI GoldStar Contractor Benefits

- Free priority placement on BPI's contractor search locator tool found on BPI's Consumer site at www.bpihomeowner.org and BPI's Industry Professional site at www.bpi.org.
- Marketing Support: BPI GoldStar Contractor Google Adwords search engine and display advertising campaign
- Access to BPI's QMS micro site, a storehouse of practical templates, sample policies and spreadsheets, videos, articles and other tools contractors use to incorporate quality processes into day-to-day operations, tailored to home performance industry
- Access to attractive leasing and financing services for business development and expansion
- Free marketing materials made available to our Goldstar Contractors by BPI and Home Performance with Energy Star. Co-branding materials available in the GoldStar Contractor Account as well as the BPI GoldStar Store.
- House-as-a-System brochures (printable)
- Direct Access to BPI Client Relations Representative (CRR)
- Provide assistance to our GoldStar Contractors in developing a business enhancement plan
- Free and reduced rates on trainings through participating partners on business and quality management and sales and marketing topics.
- Free business-to-business mentoring by BPI GoldStar Contractors
- Guidance on finding technical training and CEU offerings for technical staff
- Video snippets about various technical and business categories available through the contractor portal
- Partially subsidized technician training, including InterPlay Energy simulated training modules
- \$100 rebate³ (up to \$300) for each new certification, certification renewal, or conference fees (eligible proof must be provided) for technical staff
- 20% discount off Building Science Principles (BSP) reference guide and online exam for staff

6.1. Contractor Obligations

- Must have at least one individual on staff with either BPI's Building Analyst or Energy Auditor certification (obtaining the Energy Auditor certification will automatically award the Building Analyst certification)

³ GoldStar Contractor must notify BPI in order to receive the rebate

- Completion of a QMS survey to identify the educational needs in business and quality management and sales/marketing practices within ten (10) business days of entering the program

Note: GoldStar Contractor Benefits require completion of the QMS survey

- Actively engage in training specific to the company's skills enhancement plan (can include becoming a mentee in BPI's business-to-business mentoring program; attending free BPI webinars and/or seminars; attending partially subsidized training sessions with specialists)

7. BPI Mentors

A company may apply to provide business-to-business mentoring, and receive CEUs and recognition by BPI as a mentor. Mentoring focuses on business and quality management systems, and sales and marketing strategies. Companies may choose to mentor within or outside of their own service area.

Those applying must submit additional information to satisfy requirements for mentoring, and agree to the following:

- Commit to 2.5 hours/month of business-to-business mentoring per 6-month cycle; and
- Commit to participating in two (2) contractor educational seminars/webinars annually, or;
- Commit to two (2) consumer educational seminars annually

Mentors receive the following benefits:

- 5 CEUs for each 6-month cycle of mentoring (max 15 CEUs per 3-year certification cycle)
- Recognition that the company is a BPI business-to-business mentor on the BPI website

8. BPI GoldStar Contractor Code of Ethics

This Code of Ethics sets forth principles and rules of conduct enforced by BPI through specific procedures contained in its policies and procedures for each party in the BPI network. This Code of Ethics provides the national minimum ethical requirements applicable to BPI GoldStar Contractors providing home performance services and their representatives. This code of ethics may be augmented by additional ethics code requirements as required by any other authority under whose jurisdiction services are being provided.

Principle 1: Professional Conduct

- BPI GoldStar Contractors and their staff shall at all times conduct themselves in an ethical and professional manner in their business practices.
- BPI GoldStar Contractors are committed to objectivity and neutrality in conducting their business or comprehensive assessment, and in making any recommendations, with an emphasis on providing recommendations for a full suite of improvements to improve the energy efficiency of the home and the comfort, health and safety of occupants.

- BPI GoldStar Contractors shall not engage in any speech or conduct that is detrimental to the reputation or the best interests of BPI, other home performance contractors, or the profession or services, or other contractors.
- BPI GoldStar Contractors shall report to BPI any known fraudulent activity conducted by other BPI GoldStar Contractors or BPI Certified Professionals.
- BPI GoldStar Contractors shall not falsely report fraudulent activity.
- BPI GoldStar Contractors shall maintain their credentials and professional qualifications and abide by all applicable agreements, rules, regulations, or laws within their jurisdiction.
- BPI GoldStar Contractors shall not disclose information concerning the audit or home energy assessments for a specific home to parties other than the client or the client's agent without the written permission of the client or the client's agent, except to report data for the comprehensive assessment and associated improvements as required by BPI policies and procedures, applicable to their classification for the purposes of generating a comprehensive workscope and contract.

Principle 2: Representations of Services and Fees

- BPI GoldStar Contractors shall make no representations regarding their services or qualifications that are false or misleading in any material respect.
- BPI GoldStar Contractors shall fully disclose all applicable charges, as well as the general scope of and deliverables of services, prior to conducting a home energy audit, home energy assessment or completing services for recommended improvements.
- BPI GoldStar Contractors shall not commit fraud upon their customers or other consumers.

Principle 3: Full Disclosure

- BPI GoldStar Contractors shall avoid conflicts of interest, and if a potential or actual conflict of interest or the appearance of a conflict of interest exists, it shall be fully disclosed to interested parties at the earliest opportunity.
- BPI GoldStar Contractors shall not accept compensation, financial or otherwise, from more than one interested party for the same service without the consent of all interested parties.
- BPI GoldStar Contractors shall inform their clients of their particular offerings and related business interests in advance of performing any rating, audit or home energy assessment.
- BPI GoldStar Contractors shall not allow an interest in any business to affect the results of the rating/home energy assessment.

9. Quality Assurance (QA)

Contractors participating in the BPI GoldStar Contractor program agree to complete home performance work in accordance with BPI standards, where applicable. Contractors must verify they have or will implement a standardized data collection system (paper or electronic), and will use documented sign

off forms or checklists on all completed work. The contractor agrees to maintain records of calibration of diagnostic equipment where applicable.

BPI will periodically perform a data review of a random sample of jobs completed. This will be a desk audit of data only, and will not include a field inspection or in-person review at that time. In-field QA inspections may be conducted under the following circumstances:

- The desk audit justifies further review;
- BPI is contacted by Program Administrators regarding issues related to a contractor's performance;
- BPI is contacted by a contractor's customer regarding issues related to a contractor's performance.

If an in-field QA inspection is justified upon further review of, but not limited to, one the occurrences above BPI will conduct the inspection at the expense of the contractor.

10. BPI Standard Obligations

1. **Review and evaluate candidate applications:** BPI will review candidate applications as they are received and provide feedback on any deficiencies in the application that need to be corrected prior to granting the company or organization BPI GoldStar Contractor status. Once the application has been approved and the fee paid, BPI will process a GoldStar Contractors Agreement for counter-signature by the company's representative.
2. **Offer individual credentialing services consistent with the certification model:** BPI develops individual professional certifications for a variety of building performance roles, including but not limited to building analyst, envelope, heating, air conditioning & heat pump, manufactured housing, and multifamily. BPI incorporates the [testing knowledge list](#) that assists candidates in understanding the scope of written and field testing for each of these BPI certifications. For our Home Energy Professional (HEP) certifications, BPI incorporates the Knowledge, Skills and Abilities that can provide candidates an understanding of the scope for the online and field exams. BPI aligns its written and field practical testing to its knowledge base. BPI will provide certification services to individuals seeking to demonstrate competency in one or more of these job designations and achieve BPI certified professional status.
3. **Develop marketing campaigns to educate consumers about the value of BPI GoldStar Contractors and whole house home performance contracting:** BPI supports it's BPI GoldStar Contractors with an integrated consumer marketing campaign, including Google Adwords search engine and display advertising that drives homeowners to our contractor locator tool at www.bpi.org where they can search for contractors by zip code.
 - a. BPI will create a dedicated consumer website to educate the public on the value of BPI GoldStar Contractors and whole house as a system home performance. The site will feature an interactive online energy audit tool that leads to the zip code locator, videos, case studies and other resources. BPI also builds relationships with major remodeling and home improvement media outlets to raise awareness of BPI GoldStar contractors and the home performance industry.

4. **Develop educational resources that will help BPI GoldStar Contractors succeed in their home performance business activities:** BPI has created a QMS microsite, a storehouse of practical templates, sample policies and spreadsheets, videos, articles and other tools contractors use to incorporate quality processes into day-to-day operations, tailored to the home performance industry. BPI regularly adds content to this resource from articles contributed to BPI's newsletter, *Performance Matters*, by experts in the industry, as well as from video recordings of BPI webinars on business management in home performance.
5. **Refunds:** Application Fees are non-refundable. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all BPI GoldStar Contractors ("credits"). The amount and form of such credits, and the decision to provide them, are at BPI's sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate BPI to provide credits in the future, under any circumstance.
6. **Develop, update and maintain technical resources (e.g., BPI standards to support BPI certification and quality assurance):** BPI develops standards under the guidance of an open, consensus-based Standards Technical Committee. Subject matter experts from across the building industry participate in the development and ongoing maintenance of BPI standards that BPI GoldStar Contractors agree to conform to.
7. **Work in good faith with BPI GoldStar Contractors to resolve any dispute concerning the GoldStar Contractors Agreement or either party's respective obligations:** BPI will work in good faith with BPI GoldStar Contractors to resolve any dispute concerning the GoldStar Contractors Agreement or either party's respective obligations through an acceptable alternative dispute resolution procedure. In the event the parties are unable to agree upon an acceptable alternative dispute resolution procedure, the parties agree that any dispute remaining unresolved shall be resolved exclusively by binding arbitration before one single arbitrator, under the rules of the American Arbitration Association. Judgment on any arbitration award rendered in accordance with this section shall be final and binding on all parties. BPI and the BPI GoldStar Contractors waive their right to initiate legal proceedings or other legal remedies, including, but not limited to, injunctive relief and monetary damages, in any court, except to the extent it is required to enforce the arbitration award; provided, however, that either party may seek temporary injunctive relief in a court of competent jurisdiction before proceeding to any alternate dispute resolution procedure.
8. **Limit its participation in disputes between BPI GoldStar Contractors and their customer:** BPI will limit its participation in disputes between BPI GoldStar Contractors and their customer to ensuring that the BPI GoldStar Contractors is performing its work in conformance with the BPI standards when applicable Policies and Procedures. This will be verified through the BPI GoldStar Contractors Quality Assurance Program.
9. **Cancellation:** BPI GoldStar Contractors may cancel participation in the BPI GoldStar Contractor Program at any time, and will continue to be listed on BPI's contractor locator tool through the end of the billing period that has been paid. To cancel, send an email to

goldstar@bpi.org informing BPI that you wish to cancel your participation. You will receive a confirmation email from BPI.

10. **Protect and defend the integrity of the BPI brand in the marketplace.** BPI GoldStar Contractors shall be granted non-exclusive rights to use the appropriate BPI brand under the terms of the BPI GoldStar Contractors Agreement and in accordance with the BPI Brand Use Policies and Procedures available from BPI in connection with marketing and other prepared materials.
11. **Provide enhanced QA to assist contractors by creating/revising internal quality management systems, enhancing technical knowledge of comprehensive home assessments and performing improvement work, and advising in areas of marketing, advertising and general sales practices.** If enhanced Quality Control Program assistance is requested or if additional QA is required based on unacceptable QA results that require mitigation, additional fees for this consulting service will be charged to the GoldStar Contractors along with BPI's out-of-pocket costs for travel and per diem.

11. Corrective Action for BPI GoldStar Contractors

If a BPI GoldStar Contractor does not comply with the guidelines set forth in this Policy and Procedures document, corrective action will be implemented. Please note that depending on the severity of the item in question, corrective action, suspension and/or termination may not always follow the order of the listing below and is at the sole discretion of BPI.

Items that may need corrective action (this list is not inclusive of all scenarios):

- Homeowner complaint
- Program complaint
- Violation of the BPI Goldstar Contractor Policies and Procedures
- Violation of the BPI Goldstar Contractor Code of Ethics
- Failure to comply with BPI to resolve the issue that results in corrective action
- Failure to submit required documents (QMS Survey, insurance documents, etc.)
- Violation of BPI Goldstar Contractor Agreements

Corrective Action

- BPI will notify BPI GoldStar Contractors by email when in breach and will detail how to resolve the issue
- BPI GoldStar Contractors will have 15 days to rectify or respond to a corrective action
- If corrective action issues are not resolved within 15 days, the BPI GoldStar Contractor will be placed on probation for a period of time to be determined by BPI and will be removed from the BPI website immediately
- If BPI does not receive a response in the allotted timeframe, the BPI GoldStar Contractor will be placed on suspension and will be removed from the BPI GoldStar Contractor program for a period of time to be determined by BPI

Grounds for Termination

- The BPI GoldStar Contractor is involved in fraud, unethical business practices, criminal actions or anything that BPI deems a violation worth terminating
- The BPI GoldStar Contractor does not respond or try to resolve a corrective action within 45 days of original notification
- The BPI GoldStar Contractor repeats or accumulates multiple corrective actions

*If a BPI GoldStar Contractor is terminated from the program, a new application may not be submitted until one (1) year after termination. Once the application is reviewed, BPI may recommend additional steps (training, process and/or policy improvements, etc.) before the contractor is approved to participate in the program. BPI reserves the right to refuse any applicant who has been previously terminated from the program.

Appeals of Termination

- If the contractor wants to appeal the termination, the contractor is required to submit an appeal in writing requesting a review of the termination. The appeal must contain specific supporting information, based on the items in the notification of termination, to substantiate why BPI should overturn the decision.
- BPI will review the appeal and respond within 30 days.

12. Disclosure of Information

BPI GoldStar Contractors will provide BPI with access to certain records or data that substantiate their compliance with the Agreement and related work volume upon request.

13. Change of Information

BPI GoldStar Contractors who change their legal address, contact information or changes in staffing with regard to certification must notify BPI in writing of the actual change in address within 30 days of the change. This shall be done by sending a Database Information Sheet (*Appendix D*) via email to GoldStar@bpi.org, or in writing to:

Building Performance Institute, Inc.
107 Hermes Road, Suite 210
Malta, New York, 12020

14. Disclosure and Ethics

BPI GoldStar Contractor shall act in a professional and ethical manner during the course of conducting all energy audits and work performed, and interaction with the homeowner/occupants.

The contractor shall provide:

1. Clear and accurate information on home performance upgrades and health and safety improvements.
2. Disclosure of any current or potential conflict of interest of the company.
3. Disclosure of any products and services that the company provides.

Appendix A – Sample BPI GoldStar Contractor Agreement



BPI GoldStar Contractor Agreement

THIS AGREEMENT is effective as of the ____ of _____ (the "Effective Date"), by and between Insert Company Name with an address at Insert Company Address, known as the BPI GoldStar Contractor, and Building Performance Institute, Inc. ("BPI"), a New York, not-for-profit corporation, with an address at Saratoga Technology + Energy Park, 107 Hermes Road, Suite 210, Malta, NY 12020.

The parties have executed this Agreement as of the day and year first above indicated:

Your signature confirms that you understand and accept the terms and conditions of this Agreement, and have read and agreed to Exhibit A, B & C.

Approved as a BPI GoldStar Contractor as of:

Date: _____

Building Performance Institute, Inc:

BPI GoldStar Contractor:

Signed: _____

Signed: _____

Name: Bruce DeMaine

Name: _____

Title: Chief Operating Officer

Title: _____

- EXHIBIT A
BPI GoldStar Contractor Policies and Procedures
- EXHIBIT B
BPI GoldStar Agreement
- EXHIBIT C
Confidentiality Agreement

Note: Exhibits A and B are all available on the BPI website (www.bpi.org)

EXHIBIT B: BPI GoldStar Contractor AGREEMENT

WHEREAS, the BPI GoldStar Contractor agrees to conduct home performance work in conformance with the BPI GoldStar Contractor Program, and promote their organization by earning BPI credentials, and whereas BPI has the framework in place which can assist the BPI GoldStar Contractor in pursuing those goals.

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutual covenants and obligations herein, the parties hereto agree as follows:

1. BPI GoldStar Contractor Program Policies and Procedures

1.1 The parties agree to comply with the BPI GoldStar Program Policies & Procedures annexed hereto and made a part hereof as Exhibit "A,"

1.2 Certain capitalized terms in this Agreement shall be defined as set forth in Exhibit "A."

1.3 Term of Agreement, Notice of Breach, Suspension or Termination, and Automatic Renewals

1.4 The term of this Agreement shall be one year from the date of this Agreement and shall renew automatically for subsequent one year periods, unless either party notifies the other, in writing, of its desire not to renew this agreement at least 30 days prior to the end of the term or renewal term thereof.

1.5 BPI will notify a BPI GoldStar Contractor in writing when it is in breach of this Agreement. Matters of breach, suspension and termination shall be executed as described in the BPI GoldStar Contractor Program Policies and Procedures.

2. Business Location

The business location covered by this Agreement is as follows: _____.
Businesses that are not listed or that do not conform to the requirements of this Agreement shall not be promoted or advertised as being part of the BPI GoldStar Contractor Program, and shall refrain from advertising as such.

3. Payment Terms

Payments for services rendered shall be paid to BPI in accordance with the predetermined fees annexed hereto as Exhibit "A." The BPI GoldStar Contractor shall remit payment to BPI online by credit card as per the terms noted on the invoice, or by ACH transfer from a bank online.

4. Amendments to Agreement and Notices about Changes

Any notice to be given to either party under this Agreement must be in writing and must be delivered in person (effective upon receipt), or via certified mail or by overnight courier to the last address designated by such party in writing (effective upon posting) or via email, provided that a non-automated acknowledgment is provided by the party indicating receipt of the e-mail (effective upon acknowledgment).

5. Logo Use and Promotion of Services

Both BPI and the BPI GoldStar Contractor shall agree that any and all publications by the Contractor of its BPI credentials, status, or services shall be at the contractor's expense with no cost to BPI. Both BPI and the BPI GoldStar Contractor shall agree to comply with the BPI Brand Use Policies and Procedures, in effect at the time of publication of the material.

6. Waivers and Extensions

No waivers or extensions shall be granted to the BPI GoldStar Contractor by BPI if such waivers or extension do not conform to the requirements necessary for the BPI GoldStar Contractor to remain active.

7. Limitation on Liability and Indemnification

The aggregate liability of BPI under this Agreement to the BPI GoldStar Contractor shall not exceed the total payments actually received by BPI from the BPI GoldStar Contractor under this Agreement. BPI shall not be liable for any special, incidental, indirect, or consequential damages under this Agreement, however caused, even if BPI is advised of the possibility of such damages in writing. The BPI GoldStar Contractor is responsible for the accuracy and completeness of any representations it makes and assumes all liability for the accuracy or completeness of any representations, expressed or implied. The BPI GoldStar Contractor assumes all liability for damages that arise from errors and omissions it makes in conducting testing, approving or reviewing work scopes, construction activities, or performing inspections of work performed by individuals holding BPI certification.

The BPI GoldStar Contractor shall defend, indemnify, and hold harmless BPI, its test centers, officers, directors, agents, and employees from and against any and all claims, demands, actions, suits, liabilities, costs, or expenses including attorneys' fees and any other costs of defense of claims arising directly or indirectly out of the actions of the BPI GoldStar Contractor under this Agreement. BPI shall be held harmless against any and all BPI GoldStar Contractor activities, including but not limited to financial transactions, property damage and personal injury.

8. Disciplinary Actions

The parties acknowledge that disciplinary actions taken by BPI are to protect the integrity of the credentialing and are always intended as a course of last resort when other conformance actions have failed. The BPI GoldStar Contractor shall have a reasonable opportunity to return to conformance, after written warning and a specified period of time, prior to formal disciplinary action being taken by BPI. However, BPI may take appropriate disciplinary action against any individual or BPI GoldStar Contractor that willfully violates any part of this Agreement and fails to conform, after written warning, within the specified period of time. BPI shall use, but not be limited to, official letters of warning, letters of reprimand, financial penalties, suspensions, and terminations.

9. Stipulations on BPI GoldStar Contractor Status

The parties acknowledge that participation in the BPI GoldStar Contractor program is voluntary and neither entity shall place conditions or make verbal or written statements that imply that BPI has imposed any other requirements, other than those stated herein or otherwise provided by BPI in writing.

10. Anti-discrimination

- 10.1 The parties shall not discriminate on the basis of race, color, creed, national origin, sex, sexual orientation, religion, age, disability, or other legally protected status in admission to, access to, or operations of its programs, services, or activities or discriminate in its hiring or employment practices.
- 10.2 In accordance with Title VI of the Civil Rights Act of 1964, the parties agree that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.
- 10.3 BPI shall not award its credentials based on membership status in any organization, association, program, or group. BPI is not a membership organization, and the BPI GoldStar Contractor may not claim to be a member of BPI.

11. Warranty

No representation or warranty, expressed or implied, has been made as to the condition, merchantability, title, design, operation, or fitness for a particular purpose of any of the services provided for under this agreement by BPI.

12. Dispute Resolution

The parties shall attempt, in good faith, to resolve any dispute under this Agreement or the parties' respective obligations hereunder through an acceptable alternative dispute resolution procedure. In the event the parties are unable to agree upon an acceptable alternative dispute resolution procedure or following any such alternative dispute resolution procedure, any dispute arising out of this Agreement remains unresolved. The parties agree that any dispute remaining unresolved shall be resolved exclusively, by binding arbitration, before one single arbitrator in the Greater Albany, New York area, under the rules of the American Arbitration Association. Judgment on any arbitration award rendered, in accordance with this section, shall be final and binding on the parties.

The BPI GoldStar Contractor hereby expressly waives its right to initiate legal proceedings for other legal remedies, including, but not limited to, injunctive relief and monetary damages in any court, except to the extent it is required to enforce the arbitration award. Notwithstanding the above, either party may seek temporary injunctive relief in a court of competent jurisdiction before proceeding to any alternate dispute resolution procedure. The costs of arbitration, including attorney fees, shall be allocated by the arbitrator.

13. Use of Electronic Communications with BPI

The parties shall maintain the capability to transmit and receive electronic mail and to view information through the Internet.

14. Confidentiality of Information

The parties acknowledge that all BPI GoldStar Contractor and candidate certification information is personal, sensitive, and subject to certain privacy act restrictions. The parties acknowledge that certain contractor performance information may be shared with program sponsors and their designee(s), program funders, federal, state, and local agencies. Certain information identified in the BPI GoldStar Contractor application shall be listed on the contractor locator tool on BPI's website to make contractor's services available to and findable by the public. Personal confidential information will not be released to the public. The parties may release certain restricted information upon receipt of written consent from the affected person or entity. Such consent shall not be a condition for BPI certification or BPI GoldStar Contractor status.

15. Sole Authority of BPI GoldStar Contractor Program

The parties acknowledge that BPI has the sole authority to award, revoke, or change the conditions of participating in the BPI GoldStar Contractor Program.

16. No Partnership

Nothing contained herein shall be construed to create a partnership, joint venture, or agency relationship between BPI and the BPI GoldStar Contractor or any of their respective employees or independent contractors. In no event shall either entity have the authority, whether express or implied, to enter into any agreement or undertake any obligation on behalf of the other entity.

17. Assignment

No assignment or transfer of rights or obligations shall be made under this Agreement without the prior written consent of the other party.

18. Severability

In the event that any provision of this Agreement is determined to be unenforceable or invalid under any applicable law, or is held unenforceable or invalid by any applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of any applicable law or applicable court decisions.

19. Controlling Law

This Agreement shall be governed in all respects by the laws of the State of New York. The BPI GoldStar Contractor shall agree to expressly waive any objection to the personal jurisdiction and venue of the state or federal courts located in the State of New York.

20. Section Headings

The section headings in this Agreement are included for convenience and shall not be deemed to define, limit, or otherwise affect the construction of any provision contained in this Agreement.

21. Entire Agreement

This Agreement, including all exhibits and other documents incorporated by reference, is the entire agreement between the entities. It replaces and supersedes any and all oral agreements, as well as, any prior written agreements, terms, or conditions and communications between the entities.

22. Authorization

The parties represent that they have full power and authority to enter into and perform this Agreement and the representatives executing this agreement on behalf of each party have been duly authorized and empowered to execute this Agreement.

EXHIBIT C: BPI Confidentiality Agreement

CONFIDENTIALITY AGREEMENT
The GoldStar Contractor *QMS Self Assessment
**Quality Management System*

This Confidentiality Agreement (“Agreement”) is made and effective on Date: by and between the Building Performance Institute (BPI), and (“The Company”).

Confidential Information

“The Company” will disclose certain of its confidential and proprietary information (the “Confidential Information”) to BPI through the GoldStar Contractor QMS Self Assessment (QMS Self Assessment). The Information provided by the company in this survey shall be confidential at the time of completion and submission.

The Company’s Obligation

“The Company” agrees that the QMS Self-Assessment received from BPI is to be considered confidential and proprietary to the organization providing the QMS Self-Assessment. BPI will hold the same in confidence and will not use the QMS Self-Assessment information other than for the purposes of its business with “The Company” and will disclose it only to its employees with a specific need to know. “The Company” will not disclose, publish or otherwise reveal any information about the QMS Self-Assessment (Information) received from BPI to any other party whatsoever, except with the specific prior written authorization by BPI.

BPI’s Obligations

BPI agrees that the QMS Self Assessment it receives from “The Company” is to be considered confidential and proprietary to the organization providing the Information. BPI will hold the same in confidence, will not use this QMS Self Assessment Information other than for the purposes of its business with “The Company”, and shall disclose it only to its employees with a specific need to know. BPI will not disclose, publish or otherwise reveal any of the QMS Self Assessment Information received to any other party whatsoever, except with the specific prior written authorization of the organization providing the QMS Self Assessment Information.

QMS Self Assessment information furnished in tangible form shall not be duplicated by BPI except for purposes of this Agreement. At BPI’s option, any documents containing this Information may be destroyed by BPI. BPI will provide a written notification to the organization that provided the Information regarding destruction within ten (10) days thereafter.

Term

The obligations of “The Company” and BPI herein will be effective upon submission of the QMS Self Assessment and extend to the date either organization last discloses any information through the QMS Self Assessment to one another pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against “The Company” or BPI.

No License

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise to the Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any

products or services of the other party. BPI agrees not to use any information from the QMS Self Assessment as a basis upon which to develop or have a third party develop a competing or similar product.

Governing Law and Equitable Relief

This Agreement shall be governed and construed in accordance with the laws of the United States and the State of New York. The “company” consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement.

Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

No Assignment

BPI may not assign this Agreement or any interest herein without express prior written consent from the undersigned.

Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

No Implied Waiver

Either party’s failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

Notices and Execution

” The Company” and BPI have executed this confidentiality agreement as of the date that both representatives have signed and dated this agreement.

Appendix B – Sample Customer Issue Resolution Policy

1. Customer complaints will be responded to by phone within 24-hours of receiving a complaint.
2. The customer shall be contacted directly by a certified professional or their supervisor, depending on the nature of the complaint. Follow-up will not be left to administrative personnel.
3. Issues of an emergency nature shall be responded to immediately. Emergency repairs must be made to ensure the safety of the client and the home. Emergency issues may include any of the following: no heat in cold weather, suspected CO in the home, backdrafting of heating and/or DHW appliances, water leaks and/or broken pipes, broken air conditioning unit in extremely hot weather.
4. Complaints shall be documented and included in the customer's file. This may include but not limited to:
 - a. the nature of the complaint
 - b. the name of the person responding to the complaint
 - c. copies of all written correspondence related to the complaint
 - d. dates and times of all client contact
 - e. the resolution to the complaint
5. Follow up with complaints related to the quality of work, errors, omissions in construction or installation process and/or property damage will include a site visit and inspection of the area in question. Photographs shall be taken of all areas identified in the complaint and kept on record in the client file.
6. Correction of improperly installed materials and repair of damaged property shall be completed based on mutual agreement between the client and the contractor prior to completing the repair. Repairs that are completed prior to obtaining client approval may not be billed to the client.
7. All reasonable efforts will be made by the company to ensure a timely and fair resolution to all customers' issues.
8. In the unlikely event that a solution cannot be reached between contractor and the client, a standard arbitration process will be initiated. In an effort to avoid such an undesirable circumstance, the contractor will exhaust every reasonable measure to resolve the issue, including three attempts to achieve complete customer satisfaction.

Signature of President or Representative

Date

Appendix D – Contact Information Update Form

BPI GoldStar Contractor Information for updating the database and website – Please notice that although the fields are repetitive, not all information will be the same unless that is what you choose. Please use your computer to type the information, save the document, and email it back to GoldStar@bpi.org. Thank you for your assistance as we work to ensure that all of your information is listed accurately.

DATE FORM IS COMPLETED: _____

GENERAL INFORMATION:

GoldStar Contractor Account Name: _____

DBA (If applicable): _____

Primary Contact: _____

Job Title: _____

Main Phone: _____ Extension: _____

Other Phone: _____ Extension: _____

Fax: _____ Fax Ext: _____

Email: _____

Website: _____

MAIL INFO:

Street Address: _____

City: _____ State: _____ Zip: _____

Country if other than USA: _____

INVOICING INFORMATION: Tax ID: (required) _____

Invoice Business Name: _____

Invoice Contact Name: _____

Job Title: _____

Invoice Street Address: _____

Invoice City: _____ State: _____ Zip: _____

Invoice Country: _____

Invoice Email: _____

Invoice Phone: _____ Extension: _____

Invoice Fax: _____ Fax Ext: _____

Invoice Cell: _____

Website: _____

WEB INFORMATION:

(This is the information that will appear on the BPI website for consumers to contact you)

GoldStar Contractor Account Name: _____

Contact Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Country: _____

Email: _____

Business Phone: _____ Extension: _____

Fax: _____ Fax Ext: _____

Cell Phone: _____

Website: _____

ADDITIONAL COMMENTS:

Terms and Definitions:

Accreditation Quality Assurance Program – a set of requirements used to ensure conformance to BPI Standards by BPI Accredited contracting companies.

Applicant – An *individual or business organization* that is applying to participate in the BPI GoldStar Contractor Program, and agrees in a signed *BPI GoldStar Contractor Agreement* that it will accept and adhere to the terms and conditions of BPI's Policies and Procedures.

BPI GoldStar Contractor – A contracting company or organization providing home performance services to customers, that commits to quality management systems, business practices and technical operations necessary to ensure the consistent delivery of building performance services in conformance to BPI Standards.

BPI GoldStar Contractor Application – The completed form and supporting documents that must be submitted to BPI to apply for participation in the BPI GoldStar Contractor Program. Payment may be in the form of a credit card, an ACH electronic transfer of funds from applicant's bank, check or money order.

BPI Certification – A rigorous, credible, and defensible written and field examination process administered to individuals by BPI or its test centers, to prove knowledge, skills and professional competency in the building performance industry designations.

BPI Certified Professional – An individual who successfully passes the BPI written and field examination requirements for certification.

BPI Knowledge Essential Task List (KETL) – The comprehensive list of knowledge, skills and tasks an individual is expected to demonstrate mastery of in order to earn BPI certification.

BPI Rater – An entity that complies with the requirements set by BPI to enhance the delivery of consistent, quality focused building performance services.

Business Systems – Systems necessary for operating a contractor business, including but not limited to modern computer, printer, scanner, internet access, telephone, accounting systems, email, credit cards.

Certification Requirements – Requirements for certification as defined in the policies and procedures applicable to certification.

Code of Ethics – A statement of fair dealing and honesty each BPI GoldStar Contractor must agree to abide by in the practice of business operation.

Customer Dispute Resolution Policy – BPI GoldStar Contractors must have in place a written customer dispute resolution policy. This policy should articulate a specific response time for the initial customer inquiry. It should also indicate a step-by-step timeframe for responding to and resolving customer concerns. BPI GoldStar Contractors must maintain written documentation of these communications. BPI GoldStar Contractors shall report customer issues to BPI as they arise as part of their normal reporting process and also report to BPI once the issue is resolved. If/when BPI is

contacted by a customer of a BPI GoldStar Contractor, BPI will contact the contractor regarding the issue and request that the contractor provide BPI with a resolution strategy.

DOE – U.S. Department of Energy

Non-Disclosure Agreement – A nondisclosure agreement, or an NDA, is a type of contract, or agreement, whereby one or both parties to the agreement promise not to reveal, or disclose, certain information for a specified period of time.

Proctor – An individual qualified by BPI to deliver examinations services on behalf of a BPI Test Center.

Quality Assurance – The set of planned and systematic actions necessary to evaluate the effectiveness of an organization's ability to deliver services in conformance to BPI Standards.

Quality Assurance (QA) Provider – An independent third-party entity qualified by BPI to deliver quality assurance services under contract to BPI.

Quality Control – The observation techniques and activities used internally by an organization to evaluate the effectiveness of its quality management system in delivering building performance services in conformance to BPI Standards.

Quality Improvement – The application of systematic changes in the delivery of services by an organization based on ongoing feedback on the organization's performance.

Quality Management System – The set of policies and procedures an organization commits to follow to ensure the delivery of quality building performance contracting services which includes, but is not limited to, quality planning, quality control, quality assurance and quality improvement.

Quality Planning – The preparatory actions companies undergo to determine the impact that their decisions and actions will have on their quality management system.

Standards – The set of technical protocols and procedures developed through an open, transparent, and consensus-based process relating to critical elements of the analysis and improvement of building performance.

Test Center – An organization with appropriate staff and other resources that is qualified by BPI to deliver testing services to expand the network of building performance industry professionals.