

Background Investigation Certification

1. Documents required in this requirement must be obtained, reviewed and approved by Company prior to the assignment of each employee of Contractor under the Agreement and must be updated as required herein. Contractor must guarantee the eligibility of employees assigned to perform services under the Agreement. Contractor shall submit to Company immediate notification of any changes to the status of employees assigned to the Work.
2. Contractor shall at Contractor's expense implement a Drug and Alcohol Policy as provided at <https://www.cmcenergy.com/doingbusinesswithus/>.
3. Contractor shall certify the fitness for duty of each employee, agent, or subcontractor of Contractor performing Work under the Agreement by completing and submitting Fitness for Duty – License Certifications and Background Investigation Certification as provided at <https://www.cmcenergy.com/doingbusinesswithus/>. Re-certification is required annually on the anniversary of the effective date of this agreement.
4. Employees shall maintain a professional appearance during all contact with Sponsor's customers. Employees shall behave in a professional manner during all contact with such customers. Employees shall treat all such customers with respect and consideration at all times.
5. A background investigation shall be performed by Contractor at Contractor's expense for each employee of Contractor prior to performing any Work or other activities under the Agreement. The background investigation shall be updated every five (5) years after the Effective Date of the Agreement, except where otherwise specified. Contractor shall be solely responsible for compliance with all applicable local, state, and federal laws pertaining and related to the background investigation required under this Section.

The requirements for background investigations as defined herein are the minimum requirements. Additional requirements may be deemed appropriate by Company or its Sponsor or may be required by law, regulation, or other bodies having jurisdiction over the Work or Contractor. Contractor must comply with any such additional requirements as are known or should reasonably be known to it.

To the extent Contractor finds that the background investigation requirements are in conflict with state or federal law, collective bargaining agreements, or other issues that would prohibit compliance, Contractor shall notify Company.

Company shall have the right to immediately terminate the Agreement, if Contractor fails or is unable to comply with one or more provisions of this Section.

Each background investigation shall include at least the following:

- a. Contractor shall verify the identity of the employee and verify that the employee is legally eligible to work in the United States. Contractor shall provide a copy of Form I-9 (Employment Eligibility Verification from the Department of Homeland Security) to Company for the employee. If Contractor is unable to verify the employment eligibility of the employee, then the employee shall not perform any Work and any other activities under the Agreement.
- b. Contractor shall complete a Consent Based Social Security Number Verification (CBSV) for the employee and match the results of the search with other identification documents provided by the employee. The CBSV shall be performed by a third party company qualified to perform such searches. If Contractor is unable to verify the social security number of an employee or if the employee has more than one social security number, then employee shall not perform any Work and any other activities under the Agreement

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- c. Contractor shall complete a social security trace on the employee. The search must include all names and addresses historically associated with the social security number, along with the date and state of issue, and must verify whether the social security number is valid and logical. The search must also reveal use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation. This search shall be performed by a third party company qualified to perform such searches. If the social security trace identifies an anomaly or unexplainable or suspicious result, then employee shall not perform any Work and any other activities under the Agreement.
- d. Contractor shall perform a criminal history background check for the employee. The background check shall be conducted on all names, including alias names that are provided or developed, and include county, state, and federal checks based on jurisdictions of work and residence for the past seven years, as well as international jurisdictions, if applicable. All checks must include both misdemeanor and felonies. This search shall be performed by a third party company qualified to perform such searches. An employee having one or more criminal convictions or pending charges shall not perform any Work and other activities under the Agreement.
- e. Contractor shall perform a sex offender registry search. This search shall include all federal and state databases and must be based on the employee's provided and developed names, in the state(s) of the employee's residence and place of work for the past seven years. This search shall be performed by a third party company qualified to perform such searches. The employee shall not perform any Work and other activities under the Agreement, if the employee is registered on a sex offender registry.
- f. Contractor shall perform a seven-year address verification search for the employee. The search should confirm that the address(es) provided by employee or developed from information provided by employee exist and relate to real property. The search should verify the address given by the employee is where the employee permanently resides or previously resided. This search shall be performed by a third party company qualified to perform such searches. If Contractor is unable to verify an address for the employee, then employee shall not perform any Work and any other activities under the Agreement.
- g. Contractor shall perform a three-year employment history verification for the employee to verify information provided by the employee. This search shall be performed by a third party company qualified to perform such searches. If Contractor is unable to verify the employment history for the employee, then employee shall not perform any Work and any other activities under the Agreement.
- h. Contractor shall perform a motor vehicle driving record search, including a commercial driver's license search, for the employee. This search shall be performed by a third party company qualified to perform such searches. The employee shall not perform any Work and other activities under the Agreement when he/she does not possess a current valid driver's license, or has been convicted of a driving under the influence (DUI) or reckless driving offense two or more times within the last five years, or has established a continual pattern of driving violations within the last five years. A valid driver's license is one with no restrictions that would otherwise prevent the individual from performing any applicable driving assignment.
- i. Contractor shall perform a government watch list search. This search shall be performed by a third party company qualified to perform such searches. If identified on a government watch list, then the employee shall not perform any Work and any other activities under the Agreement.
- j. One or more searches pertaining to the employee by a third party company qualified to perform such searches shall verify the employee's date of birth, work permit if the employee is a foreign citizen, education, professional training, licenses and professional certifications. If Contractor is unable to verify any such information, then employee shall not perform any Work and any other activities under the Agreement.

- k. If employee will have access to financial data or monetary assets, then Contractor shall perform a credit check. This search shall be performed by a third party company qualified to perform such searches. An employee shall not perform any Work and any other activities under the Agreement when he/she has filed for bankruptcy within the last seven (7) years.
 - l. In addition to the items above, Company may request physical and psychological examinations and any other background investigations and examinations, at Contractor's expense, required by law or otherwise required by Sponsor or Company.
6. Contractor shall immediately disclose to Company any information pertaining to its employees that Contractor becomes aware of that would otherwise prevent or prohibit employee's performance of the Work under the Agreement.
7. Contractor shall be solely responsible for the Work performed by its employees.
8. Contractor is responsible for training its employees at Contractor's expense. Training shall include at least basic energy conservation concepts and the proper methods and procedures to be employed in the performance of the installation of program measures including any other training required by Company.
9. Contractor shall employ employees who are fully qualified and competent to perform the Work, and competent supervisors to oversee performance of the Work.
10. Contractor's employees shall maintain all professional qualifications, licenses, permits, certifications and skills and appropriately complete all training required by applicable laws and required to perform the Work.
11. Contractor shall not employ any current or former employees of Sponsor during the Term of the Agreement

Background Investigation Certification

I, _____ certify on behalf of Contractor, that Contractor performs Background Investigations for all its employees, agents and subcontractors personnel and that all said Background Investigations meet the requirements set forth by Company in this requirement.

I further certify that all said employees, agents and subcontractors personnel of Contractor performing services for Company, have been subject to said Background Investigation.

I further certify that all said employees, agents and subcontractors personnel have passed said Background Investigation without report of disqualifying information.

I further certify that all said Background Investigations have been conducted in accordance with the provisions of the Fair Credit Reporting Act, applicable federal and state laws and all applicable policies and procedures.

I further verify that after this Certification, Contractor shall immediately notify Company when any said employee/personnel is no longer in compliance with said Background Investigation requirements and Contractor shall immediately remove said employee, agent or subcontractor personnel from all projects performed for Company.

I further certify that Contractor shall retain all said Background Investigation information for all said employees, agents or subcontractors personnel and will keep this information for the term of the Contractor Agreement and two (2) years thereafter.

Contractor Name:	
Contractor's Authorized Representative – Signature:	
Contractor's Authorized Representative – Print:	
Title:	
Date:	