

## **Sample Standard Operating Procedure (SOP) for conducting a debarment check of potential subgrantees or subcontractors.**

You may design your forms and processes as you like, but the Vermont Department of Environmental Conservation (DEC) offers you these samples to provide some Best Practice guidance. As always, Grantees/Contractors are expected to meet the requirements listed in Attachment C and conduct their work using due diligence to assure those standards and expectations are upheld.

### Sample Process to Conduct Debarment Check for Subgrantees or Subcontractors

As part of the procurement process, the Grantee/Contractor must verify and document that none of its subgrantees/subcontractors are listed on the federal debarment list located at <https://sam.gov/content/home> or the State debarment list maintained by the Vermont Buildings and General Services (BGS) and located at: <https://bgs.vermont.gov/purchasing-contracting/debarment>. Both the name of the entity and name of the primary point of contact must be checked.

#### Step 1: Search Federal SAM Debarment List

1. Select “Search Records” on the Federal System for Award Management (“SAM”) website located at <https://sam.gov/content/home>. (Note that this is a free service.)
2. Select “Entity Information” click “All Entity Information” and toggle to “Exclusions”. Type the name of the supplier followed by an asterisk (the “\*” symbol) in the “Search Exclusions” bar. Each individual person and organization should be a separate search. It is important to search the person and organization’s name exactly as it was provided to the Grantee/Contractor, followed by the asterisk “\*” symbol for accurate results.
3. Evaluate the results and determine which are relevant. In cases where the search brings up multiple entities with the same name, you may select the entity's name for more specific information.
  - a) If your search yields no matches found, this is sufficient for the debarment check and should be saved.
  - b) If a result comes back as “excluded”, the Grantee/Contractor should request additional information from the point of contact (e.g. a middle name, or clarification whether the entity has ever lived in X state) to complete another search and determine if the supplier is a match to the excluded party.
  - c) If the organization is confirmed as excluded, the organization shall not receive an award. If the point of contact is confirmed as excluded, the Grantee/Contractor must determine if another party in the organization who is not excluded can assume responsibility for the project.
4. Save the results by clicking file > print and selecting “Print PDF” (saving the results will always include the current date). If you must save the detailed view on an individual record, use a snipping tool to select the area you wish to export (including the SAM logo at the top). Combine the results of the organization and contact person into one PDF document and save the results as “Debarment-name of organization-MM-DD-YYYY” or “Subcontract – name of organization-MM-DD-YYYY”.

#### Step 2: Search State BGS Debarment List

5. To complete a State debarment check, compose a list including the subcontractor(s) vendor name(s) and contact person(s).
6. Review and confirm that the vendor name and the primary contact person (or subrecipient(s) and contact person(s)) are not included on the BGS Debarment List located at <https://bgs.vermont.gov/purchasing-contracting/debarment>.
7. PDF and save these results.

#### Step 3: Record Debarment Check

8. Save (for potential audits) and attach all PDF search results (from SAM.gov and BGS) to a cover sheet [see attached sample cover sheet] which lists the entity information and the Grantee/Contractor signed approval.

**Sample Documentation of  
Subgrant/Subcontract Approval**

Date of Request:	
Grantee/Contractor (DEC Awardee):	
Address:	
Phone Number:	
Agreement #:	

Subcontractor Name:	
Address:	
Phone Number:	
Contact Person:	
Scope of Services:	
Maximum Amount:	\$

<b>Grantee/Contractor Signature:</b>	
<p>By signing above, the Grantee/Contractor certifies that (1) the subgrantee/subcontractor has been selected using Grantee/Contractor's procurement policy, as required by the original agreement, (2) all requirements of Section 19 in Attachment C of the original agreement have been met and Grantee/Contractor has confirmed the certifications made by subgrantee/subcontractor pursuant to Section 22 in Attachment C (Certification Regarding Debarment), (3) any conflict of interest has been disclosed in writing as required by the original agreement, Attachment C, Section 23, and (4) that documentation of the proper debarment or other checks has been attached.</p>	

**On the following pages of this form there is a 2-page listing of Attachment C language that must be included by the contractor in all subcontracting agreements (based on Paragraph 19 of your agreement with the State of Vermont).**

**When saving documentation of subcontractor approvals, be sure to also attach PDFs of the sam.gov and BGS debarment checks of both the entity and the point person.**

**From Page 1 of the Contract/Agreement:**

**Subcontractors:** Contractor shall not assign or subcontract the performance of this agreement or any portion thereof to any other contractor without the prior written approval of the State.

**Language from Attachment C to be included in all subcontracting agreements:**

- 10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.
- 11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.
- 12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.
- 14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.
- 16. Taxes Due to the State:**
- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
  - b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
  - c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
  - d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.
- 18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:
- a. is not under any obligation to pay child support; or
  - b. is under such an obligation and is in good standing with respect to that obligation; or

c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

- 20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.
- 22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.
- Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>
- 30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- 32. Requirements Pertaining Only to State-Funded Grants:**
- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.