



**REQUEST FOR INFORMAL PROPOSAL (RFIP)**

**Solicitation Number: 0613-156**

**Alaska Health Care Commission Technical Writer**

Issued By  
STATE OF ALASKA  
Department of Health & Social Services  
350 Main Street, Room 6  
Juneau, Alaska 99801-1149  
or  
PO Box 110650  
Juneau, Alaska 99811-0650

Issue Date:  
June 7, 2013

Closing Date:  
June 21, 2013

4:00 PM Alaska Prevailing Time

Janice Neal  
Procurement Officer  
Phone: 907-465-5842  
Fax: 907-465-6421  
Email: [janice.neal@alaska.gov](mailto:janice.neal@alaska.gov)

### **Introduction**

The Alaska Department of Health & Social Services (DHSS), Alaska Health Care Commission seeks to establish a contract to support the commission with the preparation of meeting summaries and technical reports on various health care topics.

### **Term of Contract**

The term of the contract will be from date of award through September 30, 2013.

Unless otherwise provided in this RFIP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

### **Contract Budget:**

The total budget for the completion of this project is \$15,000.00. Proposals priced at more than **\$15,000.00** will be considered non-responsive and be rejected.

**Cost proposals must be submitted in a separate sealed envelope or be a separate attachment when submitting by email. No portion of the cost proposal shall be included within the body of the proposal.**

### **Issuing Office Address**

The issuing office address for this Request for Informal Proposals (RFIP) is:

Alaska Department of Health & Social Services  
Contract Support Team  
Attention: Janice Neal  
Request for Informal Proposal (RFIP) Number: **0613-156**  
Project name: **Alaska Health Care Commission Technical Writer**  
**janice.neal@alaska.gov**  
350 Main Street, Room 6  
Juneau, Alaska 99801-1149

### **Deadline for Receipt of Proposals and Addresses:**

Offerors must submit one (1) email copy of their proposal to the attention of the Procurement Officer and if desired Offeror may also submit one (1) Original Proposal by mail. Proposals must reference in the address or email subject line the RFIP number and project name. Proposals must be received prior to the date

and time indicated on page 1 of this document or the proposal will be considered non-responsive and be rejected.

### **Contact Person**

Any technical or procedural questions regarding this RFIP should be addressed to the Procurement Officer using the contact information listed on page 1 and 2 of this document. All questions shall be received in writing and must be received **by 4:00pm on June 12, 2013**. No further questions will be allowed after this date.

## **STANDARD PROPOSAL INFORMATION**

### **Required Review**

Offerors shall carefully review this solicitation without delay, for defects and questionable or objectionable matter. Questions, objections, or comments must be brought to the attention of the Procurement Officer. A protest filed based upon any omission, error, or the context of the solicitation will be disallowed if not brought to the attention of the Procurement Officer prior to the scheduled RFIP closing date. Verbal contact must be followed up with written notification.

### **Conflict of Interest**

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., employed by the State of Alaska or employed by or under contract with the health care industry) and, if so, the nature of that conflict. The Commissioner, Department of Health and Social Services, reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the work to be performed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

Current grantees that propose to provide technical assistance to a group of grantees will be precluded from submitting a proposal unless a written statement of refusal of grant funds is attached. All proposals submitted by current grantees must indicate that grant awards will not be accepted for the duration of the contract and/or any quarterly advance that has already been received will be returned upon award of contract. Proposals submitted by current grantees without this statement shall be deemed non-responsive.

### **Authorized Signature**

An individual authorized to bind the offeror to the provisions of the RFIP must sign the proposal. By signing their proposal, the offeror certifies that the proposal remains valid for at least ninety (90) days from the proposal receipt deadline.

*By signing the proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.*

### **Aggrieved Respondents**

An interested party shall attempt to informally resolve a dispute with the Procurement Officer. If the attempt is unsuccessful, the interested party may protest the solicitation or the award of a small procurement in accordance with Title 2 of the Alaska Administrative Code (AAC) 12.695.

### **ADA Certification**

The State of Alaska complies with Title II of the Americans with Disabilities Act (ADA) of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a proposal should call the Procurement Officer named above to make necessary arrangements.

By signing their proposal, the offeror certifies compliance with the ADA of 1990 and that program; services and activities provided to the general public on behalf of the state under a contract resulting from this solicitation comply with the ADA of 1990, CFR, Part 35, Subpart B 35.130 of the federal government.

### **Business License**

Offerors must have a valid Alaska Business License (ABL) or application on file for one, by the date of award in order to provide services in the State of Alaska. Offerors should contact the Department of Commerce, Community, and Economic Development, Division of Occupational Licensing, P.O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. ABL information may also be accessed at the following website:

<http://www.commerce.state.ak.us/CBP?/>

Note: The Alaska Business License is not required if the vendor is located out of state and performs a service outside the State of Alaska.

### **Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions **(included in this document) must be completed and submitted with your proposal.**

<https://www.epls.gov/>

## **STANDARD CONTRACT INFORMATION**

### **Contract Approval**

This RFIP does not obligate the state until a contract is signed and approved by both parties. If approved, it is effective from the date of approval by the DHSS. The state shall not be responsible for work done, even in good faith, prior to DHSS approval of the contract.

### **Contract Additions, Anticipated Amendments**

At the State's sole option and contingent upon available funding, H&SS may invoke a second phase of this contract for additional professional services that fall within the general scope of the original contract. If opted for, work under phase II may not progress until the Procurement Officer of record determines in writing that phase II is necessary and in the State's best interest.

### **Nondisclosure and Confidentiality**

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including administrative, physical and technological security ) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act, the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economical and Clinical Health Act ("HITECH Act"), and 45 C.F.R. Parts 160 and 164 ("Privacy and Security Rule"). The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

The contractor shall comply with the business associate requirements set forth in HIPAA, the HITECH Act, and the Privacy and Security Rule if the contractor will be using or will have access to the protected health information (as defined in 45 C.F.R. 160.103) of DHSS, as part of the services performed by the contractor. The contractor shall be required to agree to the terms of, and sign, the HIPAA Business Associate Agreement as a condition of this contract if the contractor will be using or will have access to the protected health information of DHSS, as part of the services performed by the contractor.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is protected health information (as defined in 45 C.F.R. 160.103); or classified confidential as defined by State of Alaska classification

and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, individually identifiable health information, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include written deliverables and associated reference materials including draft meeting summaries and technical reports not yet released by the Commission to the public.

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure ( to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

### **Payment of Invoices**

Invoices are to be mailed directly to the Contract Support Team at the address on the Standard Agreement Form (contract document). The state will pay all invoices within thirty (30) days of payment approval by the Project Director.

## **BACKGROUND, SCOPE AND LOCATION OF WORK**

### **Background**

The Alaska Health Care Commission was established in state law during 2010 to advise the Governor and State Legislature on policies for improving health care quality, cost, and access, and to foster the development of a State Health Plan for Alaska. Member composition is designated in statute, and includes representation from the health care provider and insurance industry as well as the business community and consumers. Voting members are appointed by the Governor. The Commission's focus is on health care system improvement that can be driven by state-level policy initiatives. The Commission presents their findings and recommendations regarding issues they've studied each year in an annual report to the Governor and legislature in January.

The Commission's vision is that "By 2025 Alaskans will be the healthiest people in the nation and have access to the highest quality, most affordable health care," as measured by Alaska's ranking relative to other states for life expectancy, access to primary care, and per capita health care spending. The Commission meets quarterly to learn about and discuss current health care challenges and potential strategies. Core strategies for achieving the vision for which policy recommendations have been made so far include: Insuring that the best available evidence is used for making decisions; increasing price and quality transparency; paying for value. A complete list of priorities, core strategies and recommendations to-date, as well as additional information on the Commission, is available at: <http://dhss.alaska.gov/ahcc/Pages/default.aspx>

### **Scope of Work**

The contractor will use recordings of Commission meetings, published articles, reports, and additional reference documents provided by the Commission as resources for preparing the meeting summaries and draft technical reports required as deliverables under this contract. The consultant may also be expected to research, identify, and use additional articles and reports relevant to the pertinent technical report topics.

### **Consultant will prepare the following deliverables:**

- Meeting summaries of two (2) quarterly Health Care Commission meetings. Quarterly meetings are held for 1.5 days each (approximately 12 hours). Meeting summaries are expected to be approximately 5 – 10 pages in length.
- Five (5) draft technical reports of approximately 5-10 pages in length each. The reports will be on various health care topics to be determined and as directed by Health Care Commission staff. Examples of health care topics that may be covered include telemedicine, malpractice reform, fraud and abuse, and health care payment reform.

A minimum of two (2) of the seven (7) deliverables will be delivered each month over the three month period of the contract. The contractor will work collaboratively with Commission staff to outline the needed contents of the papers prior to drafting, and will provide a complete first draft for review and feedback prior to submitting each final draft meeting summary or technical report deliverable. Commission staff will be responsible for finalizing each deliverable for review by Commission members and release to the public. All written products will be delivered electronically in MS Word format, and will include footnotes or endnote citations of references.

### **Location of Work**

The work associated with the scope of work described in this RFIP is to be performed, completed and managed at the contractor's work site. Consultation with Commission staff may be performed telephonically or in person in the Commission office located at 3601 C Street, Anchorage, Alaska. Travel is not required for this contract.

### **MINIMUM QUALIFICATIONS**

#### ***In order to be deemed responsive, offerors must***

- 1)** Provide a resume or CV and demonstrate a minimum of three (3) years as a writer or editor in the health field, including demonstrated ability to effectively research and gather technical information on health care related topics;
- 2)** Provide three writing samples, preferably on health topics, demonstrating the ability to apply solid writing methodologies to incorporate themes and information, and the ability to clearly articulate complex concepts in writing.
- 3)** Provide three (3) references with current contact information on former clients or supervisors who will attest to the offeror's interpersonal and verbal/written English language communication skills, as well as performance on projects similar to the deliverables described in this RFIP.

Vendor must list the **page number(s)** showing that minimum responsiveness has been met. Evidence of meeting minimum prior experience must be shown in the Experience & Qualifications section of the offeror's proposal. **An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.**

**Note: Please provide the start and end dates, including month and year, in which the minimum requirements were satisfied.**

## **EVALUATION CRITERIA**

**The total number of points used to score proposals is 100.** All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out below.

### **Understanding of the Project (5 POINTS)**

Understanding will be a five percent (5%) evaluation factor. Offerors should provide a concise narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

### **Methodology (5 POINTS)**

Methodology will be a five percent (5%) evaluation factor. Offerors should provide a concise narrative statement that sets out the methodology they intend to employ if awarded the contract, illustrating how this methodology will serve to accomplish the work and meet the state's project schedule.

### **Management Plan (5 POINTS)**

Management Plan will be a five percent (5%) evaluation factor. Offerors should provide a concise narrative statement that sets out the management plan they intend to follow, illustrating how this plan will serve to accomplish the work and meet the state's project schedule.

### **Experience & Qualifications (35 POINTS)**

Experience and qualifications will be a thirty-five percent (35%) evaluation factor. Proposals should demonstrate the applicable education and experience of the personnel designated to work on the project and provide the required writing samples and references.

### **Cost (40 POINTS)**

Cost will be a forty percent (40%) evaluation factor. The lowest priced proposal will receive the maximum number of points allocated to cost. Other proposals for cost point allocation will be determined by the following formula:

$$\begin{aligned} & \text{Lowest Cost Proposal} \times \text{Maximum Points for Cost} / \text{Cost of Each Higher Priced} \\ & \qquad \qquad \qquad \text{Proposal} \\ & \qquad \qquad \qquad = \text{TOTAL POINTS for cost} \end{aligned}$$

### **Alaska Offeror's Preference (10 POINTS)**

If an offeror qualifies for the Alaska Bidder Preference, the offeror will also receive the Alaska Offeror's Preference. The preference will be ten percent (10%) of the total available points. This amount will be added to the overall score of each Alaska offeror after evaluation of proposals.

5% Alaskan Bidder Preference

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a person who:

- (a) holds a current Alaska business license and;
- (b) submits a proposal for goods or services under the name on the Alaska business license and;
- (c) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal and;
- (d) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state or is a partnership, and all partners are residents of the state and;
- (e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

5% Alaska Veteran Preference

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.170 (b) as an Alaska bidder and is a:

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

In order to receive the Alaska Veteran Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

**PROPOSAL FORMAT AND CONTENT**

The Department wishes to discourage unnecessarily lengthy and costly proposal preparation; however, all proposals must contain the following information in the following format. Proposals should be limited to the requested information and shall consist of six parts – Cover Letter, Understanding, Methodology, Management, Experience & Qualifications and Cost.

All pages must be consecutively numbered.

**Cover Letter**

An individual authorized to bind the offeror to the provisions of the RFIP **must** sign the proposal. The cover letter should contain the offeror's complete name, mailing address, email address, telephone number; a statement confirming that the proposal is valid for ninety (90) days from the closing date for receipt of

proposals; a statement confirming that the offeror will comply with all provisions of the RFIP; if applicable, provide notice that the offeror qualifies as an Alaska Bidder; provide an Alaska Business License number or certificate (if applicable); and a statement relating to any perceived or potential conflict of interest.

**Cost Proposal**

The Cost Proposal must be submitted on the form attached to this document.

**Only one copy of the Cost Proposal need be submitted and must be submitted in a separate, sealed envelope or as a separate e-mail attachment. No portion of the Cost Proposal shall be included within the body of the proposal.**

### COST PROPOSAL

Note: The purpose of the cost formula is to provide a mechanism for offerors to submit costs per each deliverable in a manner that DHSS can evaluate and score and then use to establish billing rates for the resultant contract. Please enter your cost in the spaces provided below for completing each deliverable.

Deliverable – Meeting summary #1	\$ _____
Deliverable – Meeting summary #2	\$ _____
Deliverable – Technical Paper #1	\$ _____
Deliverable – Technical Paper #2	\$ _____
Deliverable- Technical Paper #3	\$ _____
Deliverable-Technical Paper #4	\$ _____
Deliverable – Technical Paper #5	\$ _____
<b>Total Proposed Cost:</b>	<b>\$ _____</b>

CHECKLIST

**IMPORTANT NOTE TO OFFERORS:** This checklist is provided to assist offerors and the Procurement Officer in addressing and/or locating specific requirements identified in the RFIP for the offeror's proposal. **Offerors must complete and return this form.** Completion of this form does not guarantee a declaration of responsiveness.

Offeror:

1. Evidence that the offeror holds a valid Alaska business license. (**Note:** Proof of business license is not required at time of proposal submission but is required prior to contract award if any of the services will take place in Alaska).

**Evidence is provided on page #\_\_\_\_\_.**

2. Evidence that the budget **does not exceed \$15,000.**

**Evidence is provided on page #\_\_\_\_\_.**

3. Evidence that the offeror meets the minimum prior experience requirements.

- 1)** Provide a resume or CV and demonstrate a minimum of three (3) years as a writer or editor in the health field, including demonstrated ability to effectively research and gather technical information on health care related topics;

**Evidence is provided on page #\_\_\_\_\_.**

- 2)** Provide three writing samples, preferably on health topics, demonstrating the ability to apply solid writing methodologies to incorporate themes and information, and the ability to clearly articulate complex concepts in writing.

**Evidence is provided on page #\_\_\_\_\_.**

- 3)** Provide three (3) references with current contact information on former clients or supervisors who will attest to the offeror's interpersonal and verbal/written English language communication skills, as well as performance on projects similar to the deliverables described in this RFIP.

**Evidence is provided on page #\_\_\_\_\_.**

4. Evidence that the proposal has been signed by an individual authorized to bind the offeror to the provisions of the RFIP.

**Evidence is provided on page #\_\_\_\_\_.**

5. Evidence that the offeror has included a conflict of interest statement in the proposal.

**Evidence is provided on page #\_\_\_\_\_.**

6. Evidence that offeror has signed and returned the *Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions* form.

**Evidence is provided on page #\_\_\_\_\_.**

**Request for Informal Proposal Evaluation Sheet**

**RFIP #0613-156**

**Project Title: Alaska Health Care Commission Technical Writer**

**Total Number of Points = 100**

Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Proposal Company  
Name \_\_\_\_\_

**Understanding of the Project – 5 Points**

- Did offeror provide a concise narrative statement that illustrates their understanding of the requirements of the project and the project schedule?

Comments:

**Total Points for Understanding:** \_\_\_\_\_

**Methodology – 5 Points**

- Did offeror provide a concise narrative statement that sets out the methodology they intend to employ if awarded the contract, illustrating how this methodology will serve to accomplish the work and meet the State's project schedule?

Comments:

**Total Points for Methodology:** \_\_\_\_\_

**Management Plan – 5 Points**

- Did offeror provide a concise narrative statement that sets out the management plan they intend to follow, illustrating how this plan will serve to accomplish the work and meet the State's project schedule.

Comments:

**Total Points for Management Plan:** \_\_\_\_\_

**Experience and Qualifications – 35 Points**

- Did offeror demonstrate the applicable education and experience of the personnel designated to work on the project?
- Did writing samples demonstrate effective written communication skills, the ability to apply solid writing methodologies, and the ability to articulate complex concepts in an understandable manner?
- Did references testify positively to the offeror's interpersonal and communication skills and performance on projects similar in nature to the deliverables described in this RFIP?

Comments:

**Total Points Experience:** \_\_\_\_\_

**Grand Total:** \_\_\_\_\_

**Certification Regarding Debarment,  
Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities.

The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment