

International Republican Institute

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REQUEST FOR PROPOSALS

Procurement Number:	MENA2024Iraq08o
Open Date:	November 13, 2024 at 10am EST
Questions Deadline:	November 20, 2024 at 10am EST
Closing Deadline:	November 27,2024 at 10am EST
Geographical Area Restrictions:	N/A
Point of Contact:	Eric Peterman; epeterman@iri.org

Background

The International Republican Institute (IRI) is a nonprofit, nonpartisan, organization dedicated to advancing freedom and democracy worldwide. Since 1983, IRI has worked to develop democratic institutions and ideals, carrying out a variety of international programs to promote freedom, self-government and the rule of law worldwide. IRI provides technical assistance in the areas of political party strengthening, developing civic institutions and open elections, promoting democratic governance and advancing the rule of law.

IRI has worked in Iraq since 2003, providing technical assistance to democratic actors to support Iraq's civic development. Public opinion research is critical to understanding the perspectives of the population and IRI expects to focus on key political and social cohesion questions that support government bodies, and civil society's ability to support an inclusive, participatory democracy in Iraq.

Period of Performance

Date of signature – one year after date of signature, with the option to extend for two additional years, in one-year increments.

Statement of Work: Iraq poll

Objectives of the research

Public opinion data shall be obtained through a national survey of Iraq that is designed to obtain the most accurate possible information about: (a) elections, (b) public ratings of government institutions, (c) perceptions of actors and institutions, etc.

Research Tasks

- (1) General Responsibilities of Bidder. The bidder shall be responsible for the project design and execution, including the following specific tasks:
 - (a) translation, formatting, pretesting, adaptation, and printing of questionnaires (unless using CAPI devices);
 - (b) development of a Sampling Plan, to be based a multistage stratified plan; list and explain any geographic or other exclusions; the proposed Sampling Plan will be reviewed by IRI Office of Research and any further changes agreed upon by IRI and Bidder will be incorporated;
 - (c) training supervisors and interviewers;
 - (d) arranging and supervising all aspects of fieldwork, including back-checks;
 - (e) entering and processing the survey data, including data cleaning and encoding survey responses:
 - (f) ascertaining the representativeness of the sample and weighting the data, if necessary;

From project design to execution, the bidder must comply with any laws governing human subjects research that apply to face-to-face polling in Iraq, including data privacy laws.

(2) Questionnaire. IRI will provide a draft questionnaire and the bidder will provide input, such as a need for rephrasing certain terms for local context.

IRI requests translation into Arabic and Kurdish. Translations will be reviewed and approved by IRI.

Full versions should be printed and interviewers should be allowed to code the questionnaire in the interview language. If CAPI devices are used, at least the main interview language must be programmed into CAPI—only programming in English (unless English is the main interview language) is not sufficient. The questionnaire may call for showcards, which need to be printed in all translated languages. The estimated average interview duration is 45 minutes.

(3) Sample Design. IRI requires a national sample of between 3,000 and 5,000 adults, age 18 or older, that is representative of the population of the survey universe. Planned exclusions of the population of the survey universe (e.g. geographic etc.) must be discussed during quotation stage.

The sample shall be drawn using recognized probability methods, all the way down to the selection of the individual respondent at the household level. In the event that any departure from probability sampling methods is recommended by the bidder for all or any part of the survey, the sampling methodologies to be employed shall be described in detail and a rationale for their use shall be provided. IRI's general preferred sampling approach is:

- 1. Stage 1: Proportional Stratification by administrative units as per census (e.g. province, district etc.)
- 2. Stage 2: Proportional Stratification by urban/rural status (if census data exists)
- 3. Stage 3: Random selection of Sampling Point (no more than 10 interviews per Sampling Point) within each Stage 2 stratum
- 4. Stage 4: Random route household selection within each Sampling Point. Starting point within Sampling Point ideally randomly determined by satellite map or GPS coordinates.
- 5. Stage 5: Random selection of respondent within each selected household by KISH grid or last/next birthday method.

Sample Sampling Plan for n=1000 with 10 interviews per Sampling Point (SP)

Proportional STAGE 1			STAGE 2			
Stratification	% of country's		% of	% of	# of urban	# of rural SPs
for Stages 1 and	18+		population of	<u> </u>	SPs in	in district
2	population		district urban	district rural	district	
District A	24%	24	100%	0%	24	0
District B	18%	18	35%	65%	6	12
District C	7%	7	15%	85%	1	6
District D	20%	20	25%	75%	5	15
	24%	24	75%	25%	18	6
District F	7%	7	40%	60%	3	4

A detailed sampling plan (template provided by IRI) shall be submitted to the IRI prior to fieldwork, including a description of the survey coverage, allocation of the sample, description of the sampling frame, description of any stratification criteria to be used, description of the stages of selection and the selections methods to be used at each stage, a definition of the Sampling Points and approximate number of interviews to be conducted within each Sampling Point, the method to be used for selection of the respondent at the household level, an explanation for any divergence from use of the KISH grid for respondent selection, and call-back rules to be employed. It is assumed that the sample will be distributed in proportion to the population of each region or other geographic unit to be surveyed; in the event that the bidder wishes to propose a sample design departing from this principle the proposal should describe the allocation to be used and the reasons for doing so.

- (4) **Pre-Test.** The questionnaire shall be pre-tested by the bidder prior to the commencement of any fieldwork. No less than 20 pre-test interviews shall be conducted and in surveys with translations into multiple languages, no less than 10 interviews per language. The bidder shall provide IRI with a written report of the results of the pre-test, along with details of any problems encountered and suggested remedies, prior to the commencement of any fieldwork.
- (5) Fieldwork. Interviews shall be conducted by experienced field workers who shall be thoroughly briefed by the bidder prior to commencement of any fieldwork. IRI may send a representative to observe training and/or some interviews. The bidder shall ensure that interviewers are thoroughly familiar with household and respondent selection procedures, call back procedures (at least 3 attempts before substituting a selected respondent), and the structure of the questionnaire, including routing and filtering. Interviewer training shall include practice sessions in administering the questionnaire. All interviewers must have at least completed secondary education and must be fully fluent (reading and speaking) in the language(s) in which they are to administer the interviews. No interviewer shall conduct more than 10% of the total interviews, but a 5% upper limit would be preferable. A minimum of 10% of interviews shall be back checked or accompanied by a team supervisor.

The interviews shall be face-to-face and they shall be conducted in the home of the respondent. IRI prefers questionnaire administration via CAPI but is open to paper-and-pencil questionnaire administration if CAPI use is not feasible or advisable.

Household and respondent selection must be tracked on a contact tracking sheet or similar—this will be needed to calculate the response rate. Informed consent (oral is acceptable unless country laws require written) must be sought prior to commencing the interview. IRI will provide draft informed consent language to the bidder and this template may be updated by the bidder to conform with the country's legal requirements.

(6) Data Processing. The bidder shall be responsible for data entry with a 10% double-punch standard (if using paper and pencil questionnaires), cleaning, and processing, including development and implementation of a coding scheme for all open-ended questions. The bidder shall supply data to IRI as a

clean, fully labeled in English SPSS "*.sav" file with a complete data dictionary of variable names and value labels. String is only allowable for open-ended responses without precodes; note that the top 10 responses will need to be coded for such cases. There shall be one data record for each respondent and records shall be of fixed length.

The bidder shall be responsible for deriving and applying any post-stratification weights required to bring the sample into conformity with the demographic profile of the population at the very least for gender and age groups, as well as any additional weighting factors required to correct for disproportionate allocation, if used. Ideally, IRI would want education groups included in weights, and if available demographic data allows it, those without formal education will be assigned a separate code from those with at least some primary education. If demographic weights were to fall below 0.3 or above 3.0, this must be discussed in writing with IRI before the weight is applied. IRI has strict upper limits on post-weighting and requires unweighted samples already generally matching the population's rough gender and age distribution. For example, an unweighted sample of 65% male and 35% female would not be accepted, even if corrected with post-weights.

Each record shall include a unique respondent ID number, interviewer ID number, interview duration, Sampling Point ID number, interview start and end times, date of interview, any geographic units used in the sample design, GPS coordinates if using CAPI devices capable of capturing this data, and interview language if there is more than one. All date and time variables should be in an SPSS-compatible DateTime format. For interviews collected on CAPI devices, IRI prefers the duration variable to be a net duration that filters out any time spent outside of the interview if it was interrupted after it began. If possible, a variable should also be included that indicates whether each interview was interrupted or rescheduled after it was started. Each record shall include demographic information about the respondent, including: gender, exact age, and education level.

- (7) **Technical Report.** When delivering data, the bidder shall provide a Technical Report (template provided by IRI) which shall include the following:
 - (a) A complete Sampling Plan, including list of PSUs and individual sampling points and number of interviews conducted at each sampling point.
 - (b) Details of response rates, including tabulation of unsuccessful interview attempts by sampling point, with reasons for non-response (i.e. respondent refusal, proxy refusal, inability to locate selected respondent, etc.). IRI's preference is to use the AAPOR standard definitions for reporting response rates (https://aapor.org/wp-content/uploads/2023/05/Standards-Definitions-10th-edition.pdf). Vendors should specify which response rate formula they are using in the technical report.
 - (c) A brief report on survey operations including any practical difficulties encountered in carrying out the survey. Fieldwork photos (not showing any respondent faces) would be highly appreciated as well.:
 - (d) Estimated sampling error;
 - (e) A complete explanation of the weighting scheme including details of how weighting factors were developed and applied, as well as the demographic data on which weights were based (i.e., age, gender, and education distributions in the population);
 - (f) any abnormalities encountered during data QC, including but not limited to: suspicious patterns by interviewer ID (e.g. usually fast completion rates), GPS coordinates not matching the selected sampling point, potential contradictions (e.g. respondents who rate a certain politician as highly untrustworthy yet definitely plan on voting for this person), significant data changes of indicators since the previous poll etc.

- (8) Summary of deliverables. The Deliverables to be provided to IRI by the bidder are as follows:
 - a. Sampling Plan
 - b. Pretest report
 - c. Copies of the final questionnaire, as fielded, in English and translations
 - d. A complete data set formatted as SPSS file
 - e. A technical report
- (9) **Delivery Schedule**. Bidder will advise IRI on a feasible timeline for completing work on this project as soon as possible. IRI expects all fieldwork to be completed by the end of February 2025.

Technical Proposals

All proposals submitted to IRI must include:

- 1. Information addressing Bidder's experience in providing each of the services identified in the above Statement of Work and Bidder's proposed specific approach for providing those services to IRI under this contract, including sufficient information to determine a clear definition of services as it relates to other providers that may be involved.
- 2. The name, address, and telephone and facsimile numbers of the Bidder (and electronic address if available). If the Bidder is a firm, name(s) should be provided for individuals authorized to conduct business on behalf of the firm.
- 3. Bidders may provide a list of up to three references for work performed of a similar nature during the last three years, along with contact details. IRI may contact the references to evaluate past performance.
- 4. If the Bidder is a U.S. organization/resident, or a foreign organization/resident which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., the information submitted must contain Bidder's Taxpayer Identification Number.
- 5. Proposals will not exceed 5 to 10 pages (not including cover page).
- 6. Proposals should address:
- 7. List surveys with similar specifications previously conducted in Iraq from the past 3 years. Please specify if these polls were done in full compliance with all national and sub-national survey research regulations in Iraq.
- 8. Describe ability to secure required federal/provincial government approvals to conduct public opinion research in Iraq independent of IRI
- 9. Explain if planning on using subcontractors for any tasks
- 10. Is bidder able to comply with all requirements listed on the SOW without alterations? If any proposed alterations, explain.
- 11. Coverage, if not 100% of non-institutionalized adults aged 18+:
- 12. Describe sampling methodology, including design and the source the sampling frame is drawn from, household selection, respondent selection, number of call-backs
- 13. Anticipated response rate
- 14. List interview method (F2F Paper and Pencil, CAPI)
- 15. Describe Number of Interviewers intended for this project and Interviewer Training (duration, topics etc.)
- 16. Describe fieldwork quality control (direct observation, personal backchecks, phone backchecks etc.)
- 17. Describe data entry and data checks protocol (e.g. checks for duplicate entries, logic checks etc.)
- 18. Describe specific measures to achieve a roughly gender balanced sample (before weighting), if any.
- 19. Describe bidder's Arabic and Kurdish language skills

- 20. Please attach valid business registration which confirms bidder is licensed to conduct public opinion research in Iraq
- 21. Please indicate whether complies with any laws governing human subjects research that apply to face-to-face polling in Iraq, including data privacy laws.
- 22. Describe anticipated challenges if any

Price Proposals

Bidders must propose a firm-fixed Unit Price for each of the deliverables identified below and in the format of the table below. The Bidder's pricing must be valid for at least 60 (sixty) calendar days after the due date for proposal submission. The proposed Unit Price should be fixed and inclusive of all costs to perform, including inspection services, transportation, taxes, import duties (if any), and other levies. To the extent that a Bidder proposed to include any pricing not reflected in the table below, such pricing must be fully described in the proposal. Proposals must be submitted in USD or in IQD, payments under any resulting contract will be made in this currency.

Please submit all pricing tables in an Microsoft Excel format.

compared by converting to the	Sample size		Sample size n=5,000
Sampling Methodology, Pretest Report and Copies of Final Questionnaire w/Translations* (Payment 1)			
Complete data set and technical report** (Payment 2)			
Total:			

^{*}The cost for payment 1 may not exceed 30% of the total amount quoted.

^{**}If data set is incomplete, or a large number of cases are rejected for quality reasons, then Payment 2 will be adjusted proportionally based on the fraction of completed, accepted interviews. For example: If the bidder proposes \$20,000 for Payment 2 with a target of 3,000 interviews, but only 2,500 interviews are completed and accepted, then \$20,000 will be multiplied by the completion rate (2,500/3,000). Thus, 0.8333 * \$20,000 = \$16,666.67.

Evaluation and Award Process

- 1. IRI may contact any Bidder for clarification or additional information, but Bidders are advised that IRI intends to evaluate the offers based on the written proposals, without discussions, and reserves the right to make decisions based solely on the information provided with the initial proposals. IRI may but is not obligated to conduct additional negotiations with the most highly rated Bidders prior to award of a contract, and may at its sole discretion elect to issue contracts to one or more Bidders.
- 2. Mathematical errors will be corrected in the following manner: If a discrepancy exists between the total price proposed and the total price resulting from multiplying the unit price by the corresponding amounts, then the unit price will prevail and the total price will be corrected. If there is a discrepancy between the numbers written out in words and the amounts in numbers, then the amount expressed in words will prevail. If the Bidder does not accept the correction, the offer will be rejected.
- 3. IRI may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if IRI determines that the lack of balance poses an unacceptable risk.
- 4. IRI intends to make an award to the responsible Bidder based on the following evaluation factors:
 - a) Technical evaluation, (including technical capabilities, proposed technical approach, and personnel qualifications) 35 percent
 - Sampling methodology -15 Percent
 - Capacity to perform scope of work -20 percent
 - b) Experience in performing similar projects-30 Percent
 - Experience conducting face to face polling in Iraq-30 Percent
 - c) Price -35 percent

IRI intends to evaluate Bidders' proposals in accordance with these factors and make an award to the responsible Bidder whose proposal is most advantageous to the program.

5. If a cost realism analysis is performed, cost realism may be considered in evaluating performance or price.

Submission Instructions

Bids must be submitted via email to Eric Peterman at epeterman@iri.org with the subject line "MENA2024Iraq080" by the deadline listed above.

RFP Terms and Conditions

- 1. Prospective Bidders are requested to review clauses incorporated by reference in the section "Notice Listing Contract Clauses Incorporated by Reference".
- 2. IRI may reject any or all proposals if such is within IRI's interest.
- 3. Proof of costs incurred, such as but not limited to receipts, pictures and financial documents, may be requested during and for up to three years after the end of the contract period.
- 4. The Bidder's initial proposal should contain the Bidder's best offer.
- 5. Payment will be made upon receipt of invoices and deliverables/services.
- 6. Discussions with Bidders following the receipt of a proposal do not constitute a rejection or counteroffer by IRI.
- 7. IRI will hold all submissions as confidential and submissions shall not be disclosed to third parties. IRI reserves the right to share proposals internally, across divisions, for the purposes of evaluating the proposals.
- 8. For any currency conversion, the official exchange rate of 1,310 IQD to 1 US Dollar shall be used.
- 9. Every contract will contain provisions governing termination for cause and termination for convenience.
- 10. By submitting a proposal, offeror agrees to comply with all terms, conditions, and provisions included in the solicitation and agreement to the services identified above, and will specifically identify any disagreement with or exceptions to the terms, conditions, and provisions.
- 11. Offerors confirm that the prices in the proposal/proposal/application/quote have been arrived at independently, without any consultation, communication, or agreement with any other Bidder or competitor for the purpose of restricting competition.
- 12. If IRI continues to require the goods and services and the price remains reasonable and within market norms, resulting contract may be renewed each year for up to 5 years with 30 days' notice to the Contractor. Bidder must establish any price increase for each renewal year in the initial bid.
- 13. By applying to this RFP, applicant is certifying that if it is awarded a contract, none of funds payable under the resulting contract will be used to (1) procure or obtain, extend or renew a contract to procure or obtain; (2) enter into a contract (or extend or renew a contract) to procure; or (3) obtain the equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system in compliance with the National Defense Authorization Act. Covered telecommunications equipment and services mean any of the following:
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or

otherwise connected to, the government of a covered foreign country. (2 CFR 200.216).

- 14. Bidders agree to disclose as part of the proposal submission:
 - o Any close, familial, or financial relationships with IRI staff and agents. For example, the Bidder must disclose if a Bidder's mother conducts volunteer trainings for IRI.
 - Any family or financial relationship with other Bidders submitting proposals. For example, if the Bidder's father owns a company that is submitting another proposal, the Bidder must state this.
 - o Any other action that might be interpreted as potential conflict of interest.

Notice Listing Contract Clauses Incorporated by Reference

IRI is required to make the contractor subject to certain flowdown clauses of the prime award. This awarded contract will incorporate one or more clauses by reference, with the same force and effect as if they were given in full text. Where "flow-down" to the contractor is applicable, references to "USAID/Department of State" shall be interpreted to mean "IRI", "Recipient" to mean "Contractor", and "Subrecipient" to mean "lower-tier subcontractor." Included by reference are the applicable provisions contained in Appendix II to 2 CFR Part 200 and USAID Standard Provisions for Non-US Non-governmental Organizations/US Department of State Standard Terms and Conditions.

IRI Obligations

Issuance of this RFP does not constitute an award commitment on the part of IRI, nor does it commit IRI to pay for costs incurred in the preparation and submission of a proposal or quotation.

Required Certifications

The following certificates need to be signed by all Bidders. These certifications are an integral part of the quotation/proposal. Please print them off and send back to us with your proposal after signature on each certificate. They are:

- Certification regarding debarment, suspension, ineligibility and voluntary exclusion lower tier covered transactions
- Authorized Individuals
- Certification Regarding Lobbying

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification implements Executive Order 12549, Debarment and Suspension and the requirements set forth in 2.C.F.R. 180, Subpart C."

Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

- 1. By signing and submitting this proposal/application/quote, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause 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 lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal/application/quote is submitted if at any time the prospective lower tier participant 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 the rules implementing Executive Order 12549.
- 5. The prospective lower tier participant agrees by submitting this proposal/application/quote 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 IRI.
- 6. The prospective lower tier participant further agrees by submitting this proposal/application/quote 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.
- 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 above, 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 department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Authorized Individuals

The offeror/bidder/applicant represents that the following persons are authorized to negotiate on its behalf with IRI and to bind the recipient in connection with this procurement:

Name	Title	Telephone	Email
Signature:			
Date:			
Name:			
Title/Position:			
Entity Name:			

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.