



**REQUEST FOR PROPOSALS  
CO-GENERAL CONTRACTOR SERVICES TO ACT IN CONCERT WITH  
THE HOUSING AUTHORITY OF THE CITY OF TULSA IN GENERAL  
CONTRACTING ACTIVITIES**

**RFP #19-010  
PROPOSALS ARE DUE ON OR BEFORE  
MARCH 18, 2019, @ 4:00 PM (CST)**

**HOUSING AUTHORITY OF THE CITY OF TULSA  
201 WEST 5<sup>TH</sup> STREET  
SUITE 400  
TULSA, OKLAHOMA 74103**

**Issue Date: February 25<sup>th</sup>, 2019**

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## HOUSING AUTHORITY OF THE CITY OF TULSA REQUEST FOR PROPOSAL

The Housing Authority of the City of Tulsa (THA) invites experienced General Contractors to submit a response to this Request for Proposals (RFP) to provide **Co-General Contractor Services to act in partnership with the Housing Authority of the City of Tulsa**. The selected General Contractor must be available to commence work as soon as Fall, 2019.

The selected General Contractor must also be approved by the Oklahoma Housing Finance Agency (OHFA). THA will continue to serve as the General Contractor during and post rehabilitation. The selected General Contractor must also be approved by THA's Board of Commissioners before work may ensue.

In accordance with OHFA requirements, the selected Co-General Contractor must have been formed and been providing GC services for LIHTC on at least **FIVE (5) completed** LIHTC apartment deals. General Contractors that do not provide relevant information for at least **FIVE (5)** or more LIHTC developments will be deemed non-responsive.

RFP's may be accessed from THA webpage at [www.tulsahousing.org](http://www.tulsahousing.org).

Responses to the RFP will be **due no later than 4:00 P.M. (Central) on MARCH 18, 2019**, at THA's Construction Services Office as detailed herein. One (1) physical non-bound hard copy is required to be delivered and/or mailed and received in THA's office. One (1) response must also be sent in the form of a non-encrypted PDF on a flash drive, submitted with original proposal.

All Respondents **should be available** to meet with THA at their offices in Tulsa, at an agreed upon date and time, should their Firm be invited to do so.

The criteria for evaluating the Proposals will be based on the items set forth in the RFP. An award will be made to the most responsive and responsible respondent, which in the judgment of THA, best meets the current needs and long-term goals of THA. THA reserves the right to reject any or all Proposals. THA also reserves the right to select more than one co-General Contractor in response to this RFP.

## **1.0 REQUIRED GENERAL CONTRACTOR ASSIGNMENT**

THA is interested in entering into a contractual engagement with an OHFA-approved Co-General Contractor to assist THA in providing expertise, construction services, and technical assistance with respect to LIHTC and Rental Assistance Demonstration (RAD) guidelines.

## **2.0 AUTHORITY OVERVIEW**

THA is a public housing authority and local development agency with powers emanating from laws of the State of Oklahoma. THA is governed by a five-person Board of Commissioners, appointed by the Mayor of the City of Tulsa.

THA's current programs and initiatives include the following:

- THA owns and operates approximately 2,875 units of federally subsidized housing and (through its affiliated entities) approximately 28 units of market-rate or low-income housing tax credit (LIHTC) rental housing in Tulsa (the latter number expected to increase substantially in the near-term future). Some of the properties are in locations of high demand; others are in areas that are not as desirable.
- THA is currently converting its Public Housing portfolio from Section 9 of the Housing Act of 1937 to Project Based Vouchers (PBV) under Section 8 of the Housing Act through RAD. RAD is a HUD program that replaces public housing operating and capital subsidies with a 20-year Housing Assistance Payment (HAP). At the expiration of the initial 20-year term, the PBV contract will automatically renew for another 20-year period. The RAD conversion also removes the U.S. Department of Housing & Urban Development's (HUD) Declaration of Trust from the real estate, allowing THA to pledge the converted properties as security for loans.

## **3.0 PROJECT DESCRIPTIONS**

THA seeks proposals to provide **Co-General Contractor Services** for apartment and/or single-family developments.

## **4.0 SCOPE OF SERVICES**

### **4.1 Co-General Contractor Services**

THA seeks to engage a qualified Firm to perform a full range of co-general contractor services. The qualified Firm will assist THA with multifamily LIHTC developments.

## **5.0 PROPOSAL FORMAT AND EVALUATION CRITERIA**

**One (1)** original non-bound hard copy of the Proposal, as well as **one (1)** electronic non-encrypted PDF version on a flash drive, must be submitted in a sealed envelope labeled **Co-General Contractor Services – RFP #19-010** to:

Denise Hefner, Project Manager  
THA Construction Services Office  
201 West 5<sup>th</sup> Street, Suite 400  
Tulsa, Oklahoma 74103

**5.1** The Proposal shall be arranged in the following format and sequence:

- A. A cover letter describing your Firm's understanding of the engagement, providing the name, title and telephone number of the person authorized to negotiate and contractually bind the Firm.
- B. A narrative responding to the specific evaluation criteria listed below.
- C. Completed Attachments A through F (which are routine requirements of all Requests for Proposal issued by THA).
- D. Respondents should identify any conflicts or propriety information using the guidelines provided in Exhibit I (Attachment Representations, Certifications, and Other Statements of Bidders).

**5.2** Evaluation will be based on written responses submitted to this RFP. THA may choose to conduct interviews prior to choosing a Firm with which to contract for these services. However, THA retains the right to make a selection solely based on the written responses. Consequently, responses are encouraged to be as comprehensive as possible.

Responses will be evaluated using the factors and assigned values listed below:

**A. Qualifications, Experience, References and Corporate Information (55%).**

1. Provide a brief description of your Firm, including but not limited to the following:
  - a. Name of the principal(s) of the Firm.
  - b. Name, telephone number and email address of a representative of the Firm authorized to discuss your proposal.
  - c. Address of all offices of the Firm.
  - d. Number of employees of the Firm.
2. Experience and Resources:
  - a. Describe your Firm and its capacity to perform the Scope of Services.
  - b. Support your capacity to indicate which principals and associates from your Firm would be involved in providing services to THA. Provide appropriate background information for each such person and identify his or her responsibilities.
  - c. Provide a detailed list of references, including a contact name and telephone number for five (5) organizations or businesses for whom you have provided LIHTC Co-General Contractor Services to completed status.
  - d. Identify any conflict of interest that may arise as a result of business activities or ventures by your Firm and associates of your Firm, employees, or subcontractors as a result of any individual's status as a member of the Board of Directors of any organization likely to interact with the Housing Authority of the City of Tulsa.
3. Demonstrate your Firm and assigned professionals' experience with the following:
  - General Contracting regarding the LIHTC programs;
4. Oklahoma Experience
  - Identify your Firm's relevant experience and that of any assigned professionals in Oklahoma, or the surrounding area.
  - Identify any additional references, with an emphasis on transactions relating to: (1) the LIHTC Program; (2) PHAs;

- Provide contact information for each reference.
- Identify the specific types of services provided for each reference.
- Identify which assigned individual(s) had hands-on experience in assisting the referenced clients.

**B. Basis and Calculation of Fees (15%).**

1. The General Contractor will agree to conform to OHFA Limitations for Builder's Overhead & Profit of construction hard costs and General Requirements for new construction and rehabilitation projects; including all change orders.
2. There will be no increase to the Overhead and Profit or General Requirements other than what is approved by change orders during the course of the project. There will be no change orders approved solely to increase Overhead and Profit or General Requirements. At project completion, the Overhead and Profit and General Requirements percentages may not exceed the limitations allowed by OHFA.
3. Please provide any other fee information applicable to the engagement that has not been previously covered that you wish to bring to the attention of THA.

**C. Capability for Timeliness (20%).** Please provide your commitment to be able to immediately commence the engagement should you be retained to serve as Co-General Contractor.

**D. General Quality of the Response to the RFP (10%).** This factor will be rated for the written response and for any interview(s) that might be conducted.

**E. Section 3 Criteria (15% bonus).** This factor requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment and contracting opportunities for low or very low-income residents in connections with projects and activities in their neighborhoods.

**5.4** Any Response may be withdrawn prior to award of the contract(s).

**5.5** THA reserves the right:

- A. To waive informalities required herein;
- B. To request additional information;
- C. To supplement, amend or otherwise modify the terms or schedules set forth herein;
- D. To conduct all investigations and background checks necessary for adequate evaluation; and
- E. To decide, in its sole discretion, not to select any of the proposals and/or re-submit this proposal for additional consideration if no satisfactory responses are received.

**6.0 COST INCURRED IN RESPONDING**

**6.1** All costs directly or indirectly related to preparation of a Response to the Request for Proposals or any oral presentation required to supplement and/or clarify the submittal which may be required by THA shall be the sole responsibility of and shall be borne by Respondent(s).

**6.2** Each Firm by submitting its response waives any claim for liability against THA as to loss, injury and costs or expenses that may be incurred because of its Response to this document. THA shall not reimburse expenses related to the preparation of a Response to the Request for Proposal.

## 7.0 INQUIRIES

- 7.1 Requests for clarification should be made in writing to Denise Hefner, Project Manager, and emailed to [denise.hefner@tulsahousing.org](mailto:denise.hefner@tulsahousing.org) no later than seven (7) days prior to submittal deadline. Inquiries submitted after that time will not be answered.
- 7.2 Any information which may have been released by THA or one of its employees or Board members either verbally or in writing prior to the issuance of the RFP will be disregarded.

## 8.0 SUBMISSION DEADLINE

The Response submission deadline is **March 18th**, no later than **4:00 P.M. (Central)**. Physical responses should be submitted per RFP guidelines to:

THA Construction Services Office  
Attn: Denise Hefner  
201 West 5<sup>th</sup> Street, Suite 400  
Tulsa, Oklahoma 74103

All Respondents should be available to meet with THA at their offices in Tulsa, should their Firm be invited to do so.

## 9.0 REJECTION

- 9.1 THA reserves the right to reject all submittals and/or to waive any informality in the solicitation process or parts thereof and to re-solicit.
- 9.2 THA does not guarantee that a contract will be awarded because of this Request for Proposal.

## 10.0 CONTRACT COMPLIANCE STATEMENT

- 10.1 The Respondent shall state its compliance with all applicable rules and regulations of Federal, State and Local governing entities and attest that it is not excluded from Federal procurement programs. The Respondent must state its compliance with terms of this Request for Proposal (see attachments).
- 10.2 The Respondent must demonstrate that the proposal meets **all** applicable rules, regulations, registration and licensing requirements, whether Local, State, or Federal. It is the responsibility of the potential successful Firm to determine the applicability of any rule, regulation or other requirement.

## 11.0 TERMS AND CONDITIONS

The following shall be standard terms and conditions of any agreement resulting from this solicitation:

- A. **TERMINATION.** THA shall have the right to terminate the Agreement at any time.

In the event the Firm(s) fail(s) to comply with any provision of this Agreement, or if the progress or quality of the services is deemed unsatisfactory is the sole determination of THA, then THA may serve written notice of such upon the Firm(s). If the Firm(s) fail(s) within a period of ten (10) days thereafter to correct failure, THA may terminate the Agreement upon written notice to the Firm(s).

Upon such termination, the Firm(s) shall immediately cease its performance of the Agreement and shall deliver to THA all completed or partially completed services. THA shall determine and pay to the Firm(s) the amount due for such satisfactory services.

THA reserves the right to terminate this Agreement for its convenience. Such termination shall be accomplished by written notice delivered to the Firm(s). Upon receipt of notice, the Firm(s) shall immediately cease services and deliver to THA all completed or partially completed work product and/or files. Payment to the Firm(s) shall be made for work performed prior to receipt of the termination notice, together with the Firm(s)' cost for winding down its work, and the Firm(s) shall have no claim for loss of anticipated profits or any additional compensation.

- B. **BREACH OF AGREEMENT.** If any Firm fails to fulfill any obligation under this Agreement in a timely and proper manner or if violate any of the terms of this Agreement, THA shall have the right to immediately terminate such contract and withhold payments more than fair compensation for work completed. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable Federal, State or Local laws or regulations.

Notwithstanding the above, no Firm shall be relieved of liability to THA for damages sustained by any breach by a Firm.

- C. **MODIFICATION OF AGREEMENT.** Such Agreement may be modified only by written amendment executed by all parties.
- D. **PARTNERSHIPS/JOINT VENTURES.** Such Agreement shall not in any way be construed or intended to create a partnership or joint venture between the parties or among any of the parties. None of the parties of such Agreement shall hold itself out in a manner contrary to the terms of this. No party shall become liable for any representation, act, or omission of any other party contrary to these terms.
- E. **GRATUITIES AND KICKBACKS.**

1. **GRATUITIES.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor.

2. **KICKBACKS.** It shall be a breach of ethical standards for any payment gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor of higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

- F. **ASSIGNMENT-CONSENT REQUIRED.** The provisions of such Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Such Agreement nor any of the rights and obligations of the Contractor hereunder shall not be assigned, subcontracted, or transferred in whole or in part without the prior written consent of THA. Any such assignment transfer or subcontract shall not release a Firm from any obligation hereunder. Any approved assignee shall assume each and every obligation of a Firm hereunder and THA may contract with or reimburse any such assignee without waiving any of its rights against a Firm.

## **12.0 MISCELLANEOUS PROVISIONS**

The Firm(s) selected and THA will mutually agree as follows:

- A. PERSONNEL.** The Firm(s) represent(s) that it/they have secured or will secure at its/their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with THA.

All services required hereunder will be performed by the Firm(s) or under its/their supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state, and local law to perform such services. Receipt of an award does not guarantee exclusivity of contract for the outlined scope of services by THA. THA expressly retains the right to contract with third-parties that meet the listed criteria and can provide services to the benefit of THA.

- B. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS.** No member of the governing body of the locality in which the area of the Project is situated and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of the programs and activities to which this Agreement pertains shall have any personal interest, direct or indirect, in their Agreement.

- C. ACCESS TO RECORDS.** The Firm(s) shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Agreement in accordance with accepted professional practice and appropriate accounting procedures and practices.

## **13.0 INSURANCE**

Each Firm shall carry Professional Liability Insurance and such other forms of insurance as may be appropriate for engagements of this nature and shall provide to THA certificates of such insurance.

THA requires that the CONTRACTOR have Worker's Compensation Insurance and a minimum of \$1,000,000.00 General Liability, Automobile Liability, and further that THA be named as additional insured on all policies.

## **14.0 LICENSING AND BUSINESS REQUIREMENTS**

The Respondent is responsible to comply with all licensing requirements and associated business regulations whether Local, State or Federal. It is the responsibility of the potential project manager to determine the applicability of any rule, regulation, or other requirement.

## **15.0 EQUAL EMPLOYMENT OPPORTUNITY**

Each Firm shall affirm that it does not subscribe to any personnel policy which permits or allows for discrimination in the employment promotion, demotion, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age or gender, disability or any federally protected status or class. Each Firm also affirms that the rights or claims of personnel policy do not violate the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, which prohibit age discrimination in employment; 42 U.S.C. § 1981, 1983 and 1985; Title VII of the Civil Rights Act of 1964 as amended, which prohibits discrimination in employment based on race, color, national origin, religion or sex; the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; the Americans with Disabilities and the Americans With Disabilities Act Amendments Act, which collectively prohibits discrimination against qualified individuals

with a disability; the Fair Labor Standards Act, including the Wage and Hour Laws relating to payment of wages; the Family and Medical Leave Act, which provides certain leave of absence benefits to employees; Employment Retirement Income Security Act, which protects certain employee benefits; 85 O.S. § 341 and 85A O.S. § 7 preventing discharge in retaliation for exercising rights under Oklahoma's Workers' Compensation Act; or any other federal, state or local laws or regulations prohibiting employment discrimination, including *qui tam* actions, and that is has not failed to correct the conditions after a finding by the Equal Employment Opportunity Commission and/or a corresponding court order.

#### **16.0 DIVERSITY AND SMALL BUSINESS ENTERPRISE REQUIREMENTS**

Consistent with Presidential Executive Orders 11625, 12138, and 12432, the proposer shall make efforts to ensure that diverse and small business enterprises are utilized when possible.

#### **17.0 TITLE VI**

THA prohibits discrimination in all of its programs and activities on the basis of race, color, or national origin. The agency will comply with all statutes and regulations of Title VI of the Civil Rights Act of 1964. No person shall be excluded from participation in or be denied the benefit of or be subjected to discrimination under any program or service provided by or affiliated with THA based on non-merit reasons. To file a complaint of discrimination, submit in writing to THA Contracting Officer, 415 E. Independence Street, Tulsa, OK 74106.

**ATTACHMENTS:** *These items MUST be returned with your Proposal*

- “A”: Company Information
- “B”: Client References
- “C”: Fair Employment Practice Affidavit
- “D”: Contingent Fees Affidavit
- “E”: Affidavit of Non-Collusion
- “F”: Certification for Contracts, Grants, Loan and Cooperative Agreement

**EXHIBITS:** *Items that MUST be returned with your Proposal are marked with an \**

*These Forms can be located and downloaded at:*

[https://www.hud.gov/program\\_offices/administration/hudclips/forms/hud5](https://www.hud.gov/program_offices/administration/hudclips/forms/hud5)

- “I”: HUD Form 5369 – Instructions to Bidders
- “II”: HUD Form 5369-A - Representations & Certifications\*
- “III”: HUD Form 5369-B Instructions to Offerors Non-Construction
- “IV”: HUD Form 5370 – Section I
- “V”: HUD Form 5370 – Section II
- “VI”: HUD Form 50071 - Certification of Payments to Influence Federal Transactions\*

*Davis-Bacon & Related Acts can be located and downloaded at:*

<https://www.dol.gov/whd/govcontracts/dbra.htm>

- “VII”: DOL Davis-Bacon Wage Rates

*A current IRS Form W-9 can be located and downloaded at:*

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

- “VIII”: IRS Form W-9\*

**ATTACHMENT A**

**COMPANY INFORMATION**

*Please print*

Name of Organization: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name of Principal Owner  
(leave blank if publicly owned) \_\_\_\_\_

Number of Years in Business \_\_\_\_\_

Attach any additional information regarding your Firm's background, which would be useful in assessing your Response.

**ATTACHMENT B**

**CLIENT REFERENCES**

Please provide on a separate sheet of paper labeled Attachment B, Client References, five (5) references. Information should include:

Customer Name, Address  
Nature of Service Provided  
Contact Person  
Phone Number

**ATTACHMENT C**

**FAIR EMPLOYMENT PRACTICE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

After being first duly sworn according to the law, the undersigned (Affiant) states that he/she is \_\_\_\_\_ of \_\_\_\_\_ (Contractor) and that by its employment policy, standards and practices the Contractor does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal of, laying off of any individual due to his/her race, creed, color, national origin, age, sex, or disability.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**ATTACHMENT D**

**CONTINGENT FEES AFFIDAVIT**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

In accordance with the Housing Authority of the City of Tulsa’s policy, it is a breach of ethical standards for a person to be retained, or to upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for securing business. After being first duly sworn according to law, the undersigned (affiant) states that he/she is the \_\_\_\_\_, of \_\_\_\_\_ (Offeror) and that the Offeror has not retained anyone in violation of the foregoing.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ATTACHMENT E**

**AFFIDAVIT OF NON-COLLUSION**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) I am \_\_\_\_\_ of \_\_\_\_\_, the Vendor that has submitted the attached Response

(2) I am fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;

(3) Such Response is genuine and not collusive or sham; that said vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and has not, in communications or conference, with any person, agreed to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Housing Authority of the City of Tulsa or any person interested in the proposed contract; and that all statements in said proposal of bid are true; and;

(4) Any professional fees arrived at during negotiations must be fair and proper and are not to be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Professional or any of its agents, representatives, owners, employees or parties in interest, including this Affidavit.

FURTHER AFFIANT SAITH NOT.

(Signed)\_\_\_\_\_

\_\_\_\_\_  
Title

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ATTACHMENT F**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOAN AND COOPERATIVE AGREEMENT**

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 persons, 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 grant, 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 shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall 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, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Signature of Authorized Official)

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_