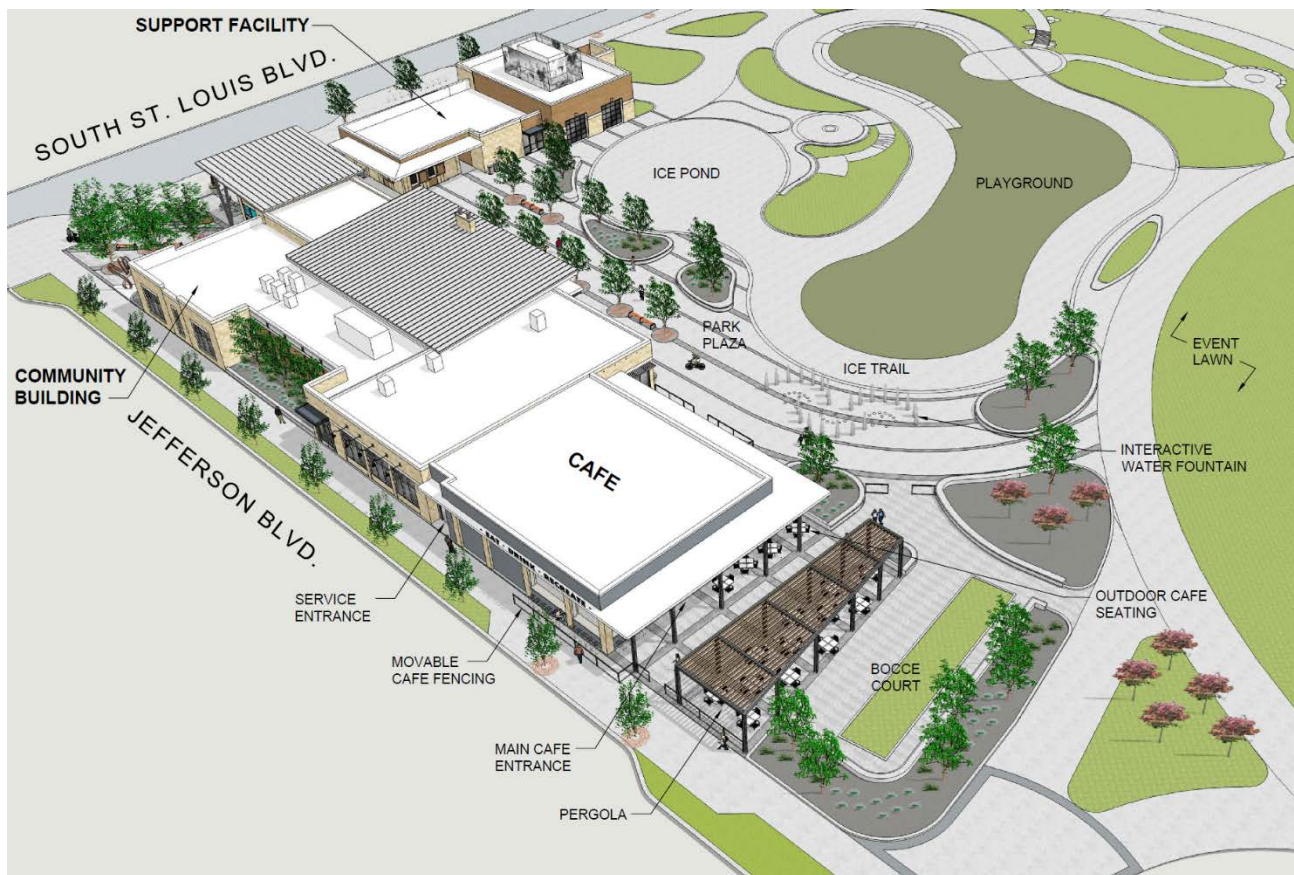


REQUEST FOR QUALIFICATIONS for FOOD SERVICE OPERATOR

The CITY OF SOUTH BEND'S DEPARTMENT OF VENUES PARKS & ARTS (VPA) acting by and through its BOARD OF PARK COMMISSIONERS (BPC), in releasing this REQUEST FOR QUALIFICATIONS (RFQ), intends to pursue a contract with a FOOD SERVICE OPERATOR (FSO) who will be responsible for managing and operating a food, beverage, and optional catering service at the newly developed PUBLIC CAFÉ, BAR, AND OUTDOOR PATIO (VENUE) connected to the Howard Park Community Center.



ISSUED: August 20, 2018 SUBMISSIONS

DUE: October 15, 2018



CONTEXTUAL INFORMATION

Background

In 2016, the City of South Bend engaged in a process to evaluate the entire scope of potential investment in its parks and trail systems along the St. Joseph River with the internationally recognized design firm SmithGroup JJR. This process, referred to as the SB Riverfront Parks and Trails Conceptual Framework, uncovered a robust vision to enhance South Bend's riverfront, taking full advantage of its environmental, recreational, and economic potential. SmithGroup JJR identified Howard Park as a premier location in the City's portfolio of parks and recommended a variety of enhancements that would develop the park as a prominent, four-season destination for the entire region. These recommended enhancements included a new plaza entry, two new mixed-use buildings, an interactive water feature, an ice skating trail, a unique child play area, a central event lawn, and an upgraded riverwalk area among other elements. This first-class project is envisioned to serve as an anchor to the estimated \$120 million worth of mixed-use private investment occurring along the riverfront.

To bring the vision to life, the City of South Bend has identified \$15 million dollars for the first phase of the Howard Park improvements. The City hired Alliance Architects to design a state-of-the-art, LEED certified community and recreation center with an attached café / restaurant and a modern water and ice feature with a signature playground designed for universal access, intergenerational play, and discovery. With these additions, the park will become a high activity public space, and a major destination for residents and visitors alike.

Coinciding with the Howard Park construction are several other projects that connect to the park and improve connectivity to the rest of the city. Most notably, this includes over \$5 million investment in the adjacent Seitz Park along the East Race whitewater rafting course, and an additional \$4.25 million in Riverwalk improvements and trail upgrades that connect Howard Park to several other parks, neighborhoods, and other prominent attractions in South Bend.

Howard Park Project Description

The Howard Park project is truly the first of its kind in many ways and will be one of South Bend's most prized assets when complete. The investment in Howard Park will be transformative to the city's landscape and a significant addition to the list of attractions bringing people to the city – new residents, visitors, business owners, and developers alike.

The redeveloped park will boast a four-season venue with fully accessible indoor and outdoor amenities. The urban park is designed to encourage use by a network of shared-use riverwalk trails suitable for both pedestrian and cyclists. There is an approach to the park's major amenities from all four directions.

Replacing the previous ice rink will be the 16,000-square foot ice feature that transforms into usable park space in warmer seasons. During winter months, an ice skating pond and trail will gently extend along contours and over a bridge into the park, giving visitors a one of a kind winter skating experience. Surrounding the ice skating area will be several firepits with seating and landscaping. In warmer weather, the ice feature will be integrated in the park landscape as a patio space and path for public use.

As signature as the ice will be in the winter, a primary summer draw is a 1,500-square foot interactive series of water fountains and jets featuring a colorful lightshow that turns the fountain into a nighttime attraction. Nearby will be an accessible 13,000 square foot state-of-the-art contoured playground which is "contained"

within the surrounding ice trail. The park is served by a support facility which contains restrooms, skate rental, concessions and maintenance. Architectural lighting will artistically adorn areas of the park along with a modern yet modest sound system will be enjoyed in select recreational areas. Finally, directly in view of the iconic South Bend River Lights, will be a new event lawn – capable of accommodating major festivals, concerts, and events that exceed 3,000 in capacity.

Accompanying to the skate trail, water fountain and playground is a mixed-use community center. The new building will be situated at the corner of Jefferson Boulevard and St. Louis Boulevard, modeling the urban area surrounding the park by bringing the building to the street edge for a vibrant, active space. Illustrating our commitment to sustainability, the building will be LEED v4 certified, perhaps the first in the state to claim this designation. It will feature standard setbacks, quality streetscaping, on-street/off-street parking and generous plaza space around the building to create spaces for outdoor dining, reading, relaxing and conversation. The facility provides spaces for all seasonal activities, from educational to fitness to social events. Located at the west end of the facility is a restaurant/café space, which boasts commanding views of the park and the St. Joseph River, from both indoor and outdoor seating options (collectively referred to as VENUE in this RFQ).

Construction on the new building, adjacent ice/water feature and playground has begun with an estimated completion of Fall 2019. EXHIBIT A includes several relevant renderings of this project. Additional renderings and context of this project and others described within can be found at www.mysbparksandtrails.com

Park Location & History

Situated in the East Bank Village district of downtown South Bend, Howard Park was the city’s first public park. Originally a dumping ground, Howard Park was dedicated in 1878 by Councilman Timothy Howard to become a “public pleasure ground for the use of the citizens of South Bend.” WPA-era improvements included heavy native landscaping and trail work that still are present along the wall bordering the river. Most recently, Howard Park was home to a recreation center with a focus in senior programming and an ice rink that was open for over 60 years until it was removed after reaching its full lifecycle.

The 12-acre park runs along the St. Joseph Riverfront and is interconnected to the riverfront trail system that stretches from Mishawaka to the Michigan state line. The park is 1.2 miles from the University of Notre Dame and St. Mary’s College, .25 miles from the Century Convention Center which brings in thousands of visitors each year, and .3 miles from the heart of downtown. Construction is currently underway on the property adjacent to the park that is transforming a former brownfield site into a residential development of 43 single-family homes and 41 townhomes. The new Howard Park building will face Jefferson Boulevard, the main commercial corridor of the East Bank Village consisting of several local boutiques, a wide-spectrum of dining options, \$80M worth of mixed-use redevelopment projects, and the promise for much more to come.

City and Regional Information

South Bend is the economic, educational, media, and cultural hub of a multi-county region spanning the Michigan-Indiana border. The city spans a land area of 45 square miles, and is the fourth-largest city in Indiana with 103,000 residents. South Bend’s flourishing collegiate community and burgeoning tech industry have built upon the foundation of the city’s industrial past to create a vibrant present and a promising future. The City’s fourteen institutions of higher learning, including the internationally renowned University of Notre Dame, infuse South Bend with creative energy in the arts, business, and technology.

South Bend's successes include the combination of recent economic growth, strong neighborhoods, an affordable cost of living, exciting recreational opportunities, and thriving arts venues. The city is conveniently located 90 minutes east of Chicago along the I 80/90 corridor at I-94. It is a part of the greater South Bend / Elkhart Region which consists of a population of over 800,000 including 50,000 students currently attending the region's major universities and colleges. The region offers many diverse amenities and opportunities including Lake Michigan beaches, a flourishing culinary scene, several theaters and art museums, professional and Division I college sporting events, and much more. Recently, the Northern Indiana region was awarded \$42 million in matching funds from the Indiana Economic Development Corporation to enhance the many exciting efforts already underway throughout the area.

Detailed demographic information about South Bend and the greater Northern Indiana region can be found here:

<https://southbendelkhart.org/industry-growth/demographics/>

<https://southbendin.gov/wp-content/uploads/2018/05/city-of-south-bend-business-toolkit.pdf>

VENUE INFORMATION

This RFQ seeks an FSO to perform the specified SCOPE OF SERVICES within the VENUE at Howard Park. Renderings and proposed layout can be found in EXHIBIT A. Planned VENUE key features include:

- 2,770 SQ FT interior café space (inclusive of kitchen & restrooms)
- 1,310 SQ FT covered outdoor patio
- 5,000 SQ FT attached patio with pergola, bocce ball court, heaters, landscaping, & lighting
- Estimated VENUE seated capacity 150-200 total, 75-100 indoors / 75-100 outdoors
- Collapsible window and door system, opening towards park and patios
- Indoor/outdoor bar top feature
- Patio designed to consider Indiana State Excise laws
- Immediate views of ice skating trail, lighted water fountains, park, and event lawn
- Attached to 150-person capacity community room, divisible into 3 spaces
- Adjacent 125-person pre-event room (skate changing area in the winter)
- 156 free public parking spots within less than one block

SCOPE OF SERVICES

The SCOPE OF SERVICES shall, as a minimum, include and provide for the following:

1. FSO shall prepare and deliver high quality culinary products, meals, and beverages for the general public at the café, bar, and outdoor patio (VENUE) at a reasonable price and in sufficient quantity.
3. FSO shall provide all equipment, supplies, products, service wares, and labor necessary to achieve a high quality, customer centric, and pleasant system of product and service delivery. FSO will provide an operation which is consistently reliable, responsible, and responsive to the needs of the customers, park-goers, community center users, and VPA.
4. FSO shall provide an aesthetically pleasing, clean, orderly, and welcoming atmosphere within and around the VENUE at all times.

5. FSO shall maintain a clean, sanitary, and healthy system of operations along with associated licensing and permits which conform to all City, County, State, and Federal building, food service, restaurant operations, alcohol dispensing regulations, health codes, and VPA standards.
6. FSO shall purchase food and supplies in FSO's name, and shall maintain positive relationships with vendors, paying invoices in an on-time manner.
7. FSO shall provide a food and beverage service level which maximizes the patronage of park and community center users, the local community, and out-of-town visitors.
8. FSO will be an experienced operator who can order, purchase, dispense, inventory, track, control, and handle the waste stream of all products, materials, and supplies involved in the operations of restaurant and catering service.
9. FSO will provide for high-quality, commercial-grade marketing materials, in-house menus/signage, website, active social media presence, and other traditional/non-traditional promotional efforts.
10. FSO will have an accurate, up-to-date, efficient, and understandable means of business accounting and operations record keeping and reporting system. FSO to deliver detailed financial statements to VPA on a quarterly basis and an audited year-end financial statement.
11. FSO will maintain a mutually agreed upon operating schedule throughout the entire year, encompassing the majority of park operating hours.
12. FSO will maintain an active, valid liquor license in good standing with the State of Indiana which shall cover the entire footprint of the VENUE as well as the Howard Park Community Center.
13. The VENUE is an "all-ages" operation and FSO should ensure the environment is setup to be comfortable and legally accommodating to everyone, regardless of age. FSO may reserve certain areas (ex. bar) to exclude service to minors. FSO must have proper controls in place to prevent under-age or excessive drinking in this unique environment.
14. FSO will provide the necessary equipment to accept cash, credit, and debit cards.
15. FSO will provide a full-time, on-site manager with corporate level authority.
16. As necessary, FSO will provide security or access-control to the VENUE during peak operations or events.
17. FSO will maintain general cleanliness and order of VENUE, including kitchen, bar, café, connected outdoor patio, pergola, fencing, bocce court, and all associated furniture and equipment.
18. FSO will be responsible for routine repair and maintenance. Routine is defined as all preventative and repair maintenance related to all kitchen and bar equipment, light bulb

replacements, window and door repair, furniture repair, custodial and cleaning efforts, interior plumbing, and other minor or operational activities. FSO must maintain all required fire and safety inspections.

19. FSO will be responsible for all utilities in VENUE, including, but not limited to electric, gas, water, internet, and phone.

20. FSO management will meet with VPA on a routine basis to review performance, seek opportunities for collaboration, and discuss operational logistics.

PROVIDED SERVICES

VPA will provide, at a minimum, the following:

1. VENUE construction shell build-out, including plumbing and electrical rough-ins, exterior doors and windows.
2. Installation of patio, including all pavers, landscaping, fencing, furniture, lighting, large pergola, permanent direct-fed outdoor heaters, and bocce ball court.
3. An allocation of \$150,000 towards VENUE build out and mechanical equipment. All final design and FF&E provisions to be mutually agreed upon by FSO and VPA.
4. Exclusive use of VENUE to FSO, including the exclusive provider of food and beverage services in the VENUE.
5. Subject to final contract negotiations, VPA shall grant first right-of-refusal for certain on-site catering service at the community center and at park special events.
6. Access to \$1,000 3-Way Liquor License (via Municipal Riverfront Development District program).
7. Major systems and building repair and maintenance, including HVAC, electrical, structural, roofing, exterior walls, sidewalks, irrigation, and plaza space.
8. Site snow removal, lawn care, landscaping, and common area trash/debris removal.
9. VPA will plan and execute year-round Community Center and Park programs, activities, special events, and private bookings.

SUCCESSFUL PARTNER WILL:

- Have the ability to be family friendly while also catering to the 21+ crowd.
- Financially contribute to the build-out and furnishing of the operating space.
- Offer entertainment, events, or programming in the café and patio on a consistent basis.
- Become a member of the Downtown Dining Association.
- Flexibly respond to various park and community center events.

- Encourage outdoor dining throughout all four seasons.
- Contribute to the care and well-being of the park and amenities.
- Embrace a community-oriented philosophy.
- Commence operation when the park is completed in Fall 2019.
- Keep a menu consisting of local and in-season food and beverage options.
- Include creative, crave-able, comfort food and classics.
- Offer options that cater to the health conscious, including vegetarian and gluten free options.
- Complement existing restaurant mix in the immediate downtown area.

RFQ RESPONSE & SUBMISSION

Proposal Submission Procedures:

This Request for Qualifications (RFQ) does not commit VPA/BPC to award a contract, to pay costs incurred in preparation of a proposal responding to this request, or to procure a contract for service. VPA/BPC reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified proposers the scope of work, or to cancel in part or in its entirety the RFQ process, if VPA/BPC deems it is in its best interest to do so. VPA/BPC may also require the proposer selected to participate in negotiations concerning fees, or the nature and extent of services to be provided. The contract, if awarded, will be to the proposer who can best meet the VPA's needs and vision as outlined in this RFQ. In the event terms cannot be reached with the winning firm, VPA/BPC will be free to negotiate with the next highest scoring proposer.

Inquiries

Inquiries regarding any aspect of this request for proposal should be e-mailed to Eva Ennis at evaennis@southbendin.gov. Telephone calls or other methods of communication will not be accepted. Questions submitted via email will be compiled and written responses will be given to all registered RFQ holders by issuing an addendum. All inquiries must be submitted by 5:00 pm EST on August 31, 2018. Inquiries received after this time will not be addressed.

Pre-Submittal Meeting

Understanding VPA's intent and vision for this project is a crucial component to submitting a competitive proposal and ultimately achieving the desired final product. As such, the City will host a pre-submittal meeting to discuss project goals and highlight critical aspects of the design. This meeting will be held on Thursday, August 23, 2018 at 2:00 PM at the Morris Performing Arts Center, located at 211 N. Michigan Street, South Bend, IN 46601. Meeting is not mandatory. Individual meetings will not be scheduled.

Proposer Responsibility:

VPA/BPC shall not be responsible for errors and/or omissions on the part of the proposer. VPA/BPC will not be responsible for making interpretations or detecting, or correcting, errors in calculations. All proposals must include required information, including signed and dated OFFICIAL PROPOSAL SHEET, which is attached hereto.

Delivery of Proposal Response:

Deliver two (2) printed copies and one electronic copy of the complete proposal in a sealed envelope, clearly labeled "FSO RFQ RESPONSE" to the address listed below **no later than 5:00 pm, October 15, 2018.** All submitted proposals and forms must be signed and dated by an authorized representative of the FSO proposer. Proposals received after **5:00 pm, Local Time, on October 15, 2018,** will be returned unopened. The Post Office Department, or any other delivery company, will be

considered agent of the proposer in delivering the bid. The City will not be responsible for late deliveries.

Send or Deliver SEALED Proposals, clearly labeled “FSO RFQ RESPONSE”, to:

The City of South Bend, Indiana
Venues Parks & Arts
c/o Eva Ennis
321 E. Walter Street
South Bend, Indiana 46614

Withdrawal of Proposals:

Any proposal may be withdrawn at any time prior to the delivery deadline for proposal acceptance, provided that a request is in writing, executed by proposer or a duly authorized representative and filed with BPC. Oral, fax, or telephonic request to withdraw any proposal shall not be accepted. Withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal. Proposals may not be withdrawn after the time fixed as the deadline for receiving proposals.

Receipt of Proposals:

All sealed proposals will be opened and “NAME OF PROPOSED OPERATION” will be read into the record at the Board of Park Commissioners hearing on October 22, 2018, 5:00 PM at 321 East Walter Street, South Bend, IN 46614. Proposers, their authorized agents, and the public are invited to be present. After opening, the proposals will be assigned to an internal committee for review and evaluation.

Right to Reject Proposals:

BPC reserves the right to reject any and all proposals for any reason, including but not limited to, failure to adhere to the proposed requirements or deadlines, or inaccuracy of any information supplied within a proposal.

Addenda:

VPA may modify the RFQ by issuance of a written Addendum to all parties who have downloaded the RFQ package through the City of South Bend’s webpage. Any modifications or answers to submitted questions will be uploaded to the same webpage as the original RFQ package and also emailed to all registered RFQ holders.

Waiver of Requirements:

BPC reserves the right to waive any RFQ requirements, if it deems it to be in the best interests of the City of South Bend. Additionally, this RFQ may be modified at any time by the issuance of an Addenda.

REQUIRED INFORMATION:

- Official Proposal Sheet, Signed & Dated (all sections completed)

- A Narrative Describing Your Brand and Your Vision for Achieving the Services and Qualities Outlined in the SCOPE OF SERVICES and SUCESSFUL PARTNER Sections (1,000 word limit, photos/illustrations are permitted)

- Sample Proposed Food & Beverage Menu with Pricing

- Qualifications of Management Team and Proposed On-Site Operator

Content of Proposal:

The BPC desires to receive proposals leading to the selection of a qualified food service operator. The BPC will consider only proposals reflecting a reasonable, commercially fit business arrangement. The Proposed Business Arrangement must be completed in its entirety and submitted with the proposal.

Representatives of the City and their consultants will evaluate submissions based on the weighted percentages of the following five (5) categories:

- | | |
|--------------------------------------------------|-----|
| 1. Thoroughness of Submitted Proposal | 10% |
| 2. Narrative of Concept / Relation to VPA Vision | 30% |
| 3. Value of Proposed Business Arrangement | 30% |
| 4. Quality and Experience of Management Team | 15% |
| 5. Sample Menu and Pricing | 15% |

The review team will score each proposal individually and the award consideration will take into consideration the highest total score. The City reserves the right to accept, negotiate scope, or reject any or all proposals. The City additionally reserves the right to request additional information from any or all proposers to clarify that which is contained in the proposals. If deemed necessary, VPA will organize interviews with top selected firms. It is VPA’s intention to select a qualified FSO no later than 60 days following receipt of RFQs.

The successful proposal respondent shall comply with City of South Bend ordinances and all other federal, state and local laws and regulations governing nondiscrimination in employment.

REQUEST FOR QUALIFICATIONS for FOOD SERVICE OPERATOR | OFFICIAL PROPOSAL SHEET

PRIMARY CONTACT:

First Name: _____	Last Name: _____
Address: _____	City: _____ State: _____ Zip: _____
Phone Number: (____) _____	Email Address: _____

NAME OF PROPOSED OPERATION: _____

CONCEPT (5-10 words): _____

ATTACH SEPERATELY: NARRATIVE / SAMPLE PROPOSED MENU / QUALIFICATIONS

PROPOSED OPERATING SCHEDULE:

Monday: _____	Friday: _____
Tuesday: _____	Saturday: _____
Wednesday: _____	Sunday: _____
Thursday: _____	

PROPOSED BUSINESS ARRANGMENT:

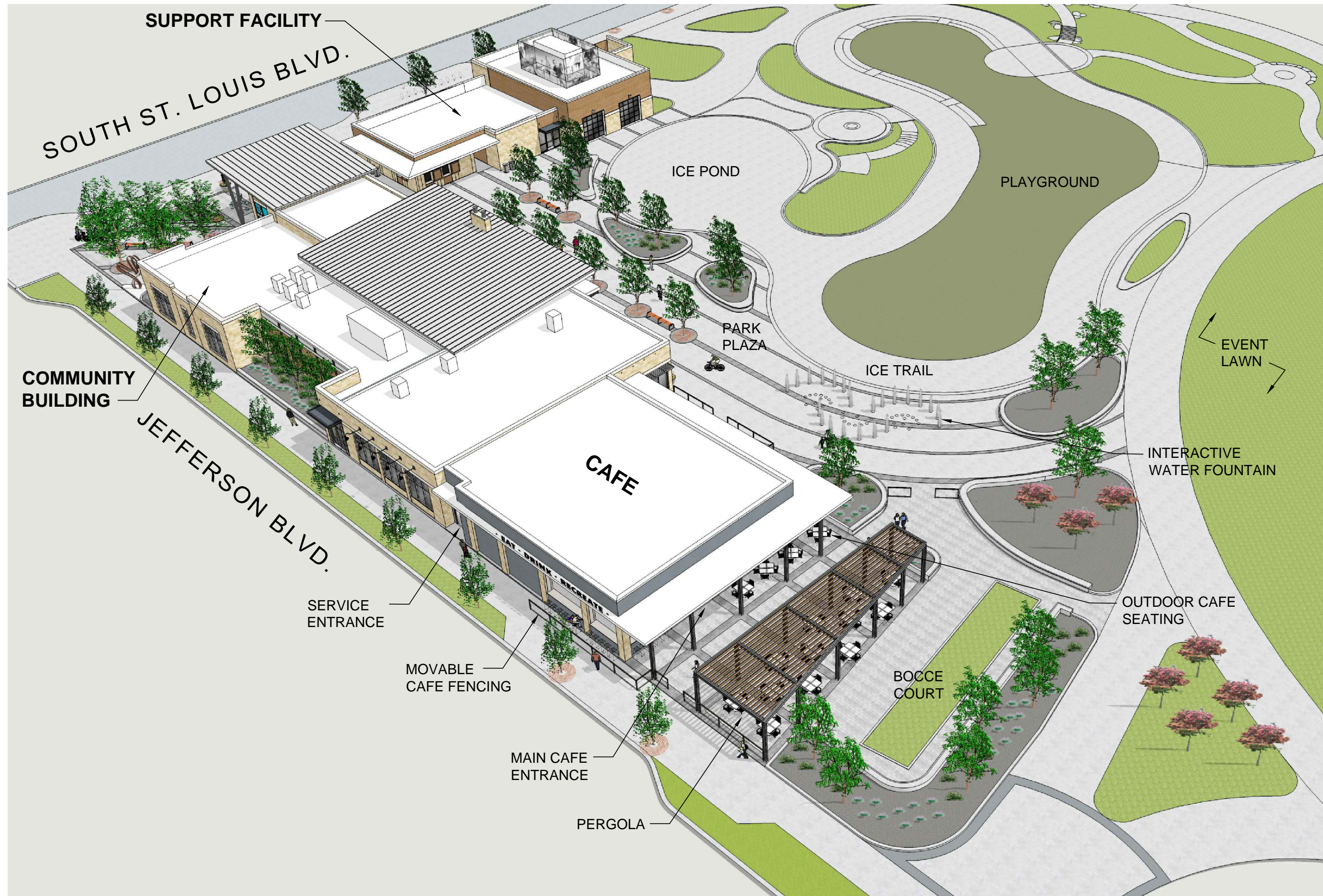
Please provide a draft proposal of your desired, mutually beneficial business arrangement. It is not necessary to have values in every category below, but Build-Out Contribution is mandatory. The City of South Bend reserves the right to negotiate final terms of this proposal. If a multiple year arrangement is sought, note any pertinent escalations or future year considerations.

Capital Build-Out / FFE Contribution (Required): _____
Monthly Lease Payment (Single Net*): _____
Monthly Common Area Maintenance: _____
Annual Licensing Fee: _____
Commission / Revenue Sharing: _____ <small>(Indicate Gross vs Net, Food vs Beverage, etc.)</small>
Other Considerations: _____ _____
Proposed Term of Agreement: _____

**Property taxes and VENUE utilities will be the responsibility of FSO.*

Authorized Signature: _____ Date: _____

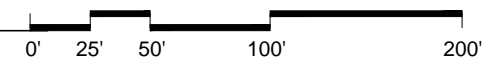
EXHIBIT A
Contextual Renderings of Park and VENUE



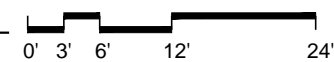
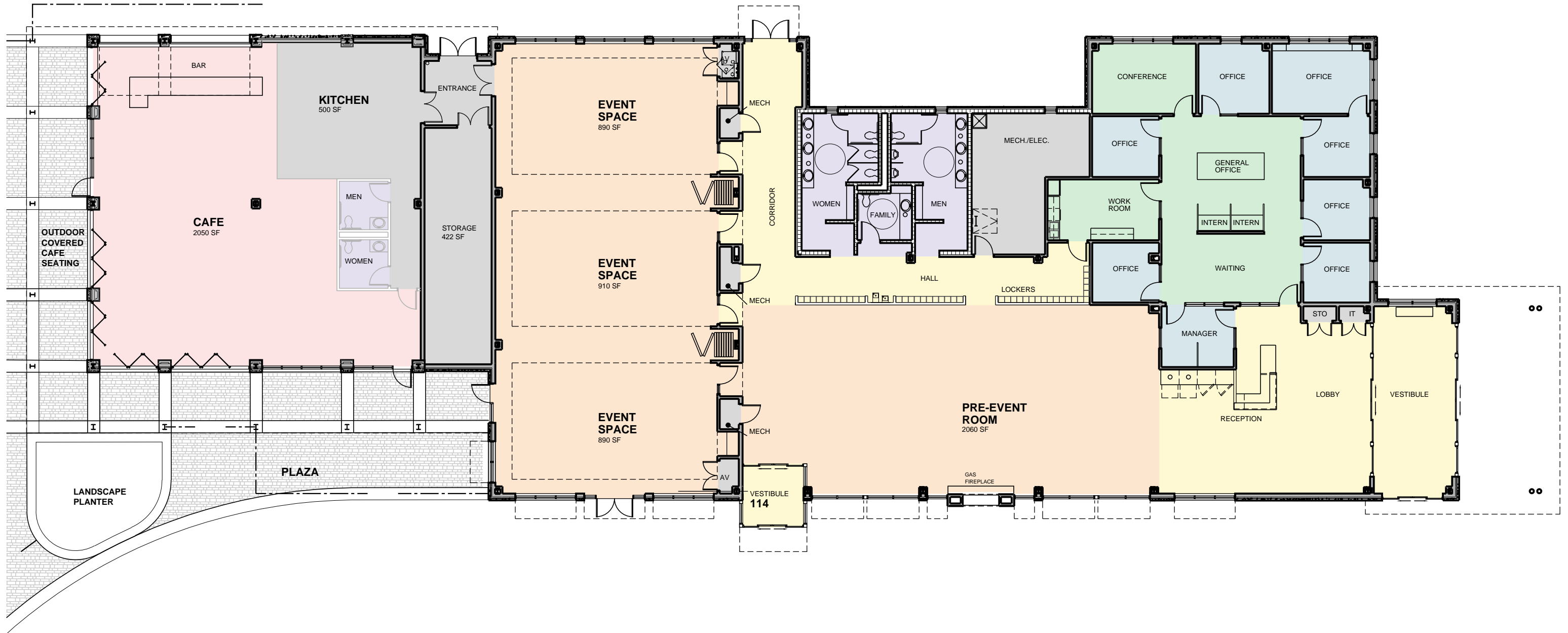


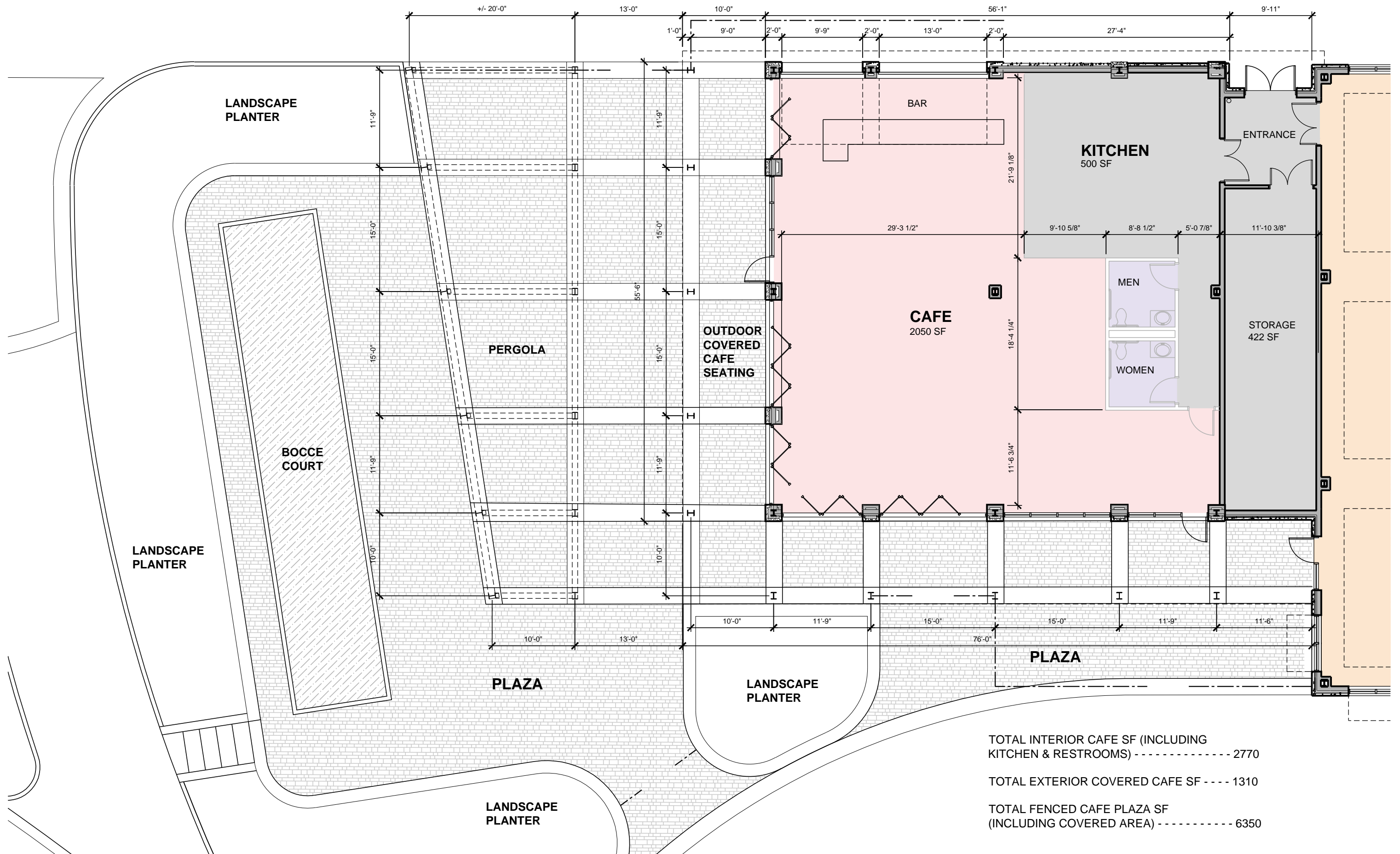
PUBLIC PARKING AVAILABLE TO HOWARD PARK AND CAFE USERS:

JEFFERSON BLVD ON-STREET PARALLEL PARKING:	32 SPOTS
SOUTH ST. LOUIS BLVD ON-STREET DIAGONAL PARKING:	54 SPOTS
PUBLIC PARKING LOT:	70 SPOTS
TOTAL:	156 SPOTS



JEFFERSON BOULEVARD

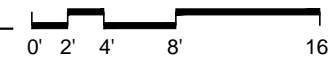




TOTAL INTERIOR CAFE SF (INCLUDING KITCHEN & RESTROOMS) ----- 2770

TOTAL EXTERIOR COVERED CAFE SF ---- 1310

TOTAL FENCED CAFE PLAZA SF (INCLUDING COVERED AREA) ----- 6350





VIEW FROM NORTHWEST



VIEW FROM NORTHWEST



VIEW FROM SOUTHWEST



VIEW FROM SOUTHWEST

the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products made in the United States on this project if awarded. I understand I have an affirmative duty to notify the City in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation and responsibility to provide a justification to the City, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the City, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. I understand that violations hereunder may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this _____ day of _____, 20__

Contractor/Bidder (Firm)

Signature of Contractor/Bidder or Its Agent

Printed Name and Title

Subscribed and sworn to before me this _____ day of _____, 20__

My Commission Expires _____

Notary Public

County of Residence _____