

AFFIDAVIT FOR DIVERSITY CREDIT

State of _____

County (City) of _____

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

Name of Contractor

and that I have personally reviewed the material and facts set forth herein describing (i) the work performed by Contractor on the Eligible Contract, as set forth in more detail below, (ii) the payments made to eligible MBE and/or WBE subcontractors on such Eligible Contract, and thereby Contractor's eligibility for award of Diversity Credit towards the MBE/WBE participation goals for a bid on a future City Contract.

I. Eligible Project. For the purposes of gaining credit, an eligible contract (Eligible Contract) shall meet the following criteria:

- Private contract that does not receive government funding.
- Contract does not have affirmative action goals mandated by law or contract; however, for non-construction contracts that do have affirmative action goals, and the vendor exceeds those goals, such expenditures which exceed the affirmative action goals called for in the contract may receive credit under this Program.
- Credit shall be awarded to Contractor for contracting directly with the MBE/WBE firm performing a commercially useful function working within its area of specialty as certified by the City of Chicago; indirect participation, or participation by a second-tier or lower subcontractor, is not permitted.

Name of Owner/Developer for the Eligible Contract: _____

Contact Person for Owner (name/address/telephone/e-mail address): _____

Name of the Project for the Eligible Contract: _____

Date of Contract: _____ Date of Eligible Subcontract(s): _____

Name(s) of MBE/WBE Subcontractor(s): _____

Amounts Paid to Subcontractor(s) under Eligible Contract

<u>Name of Subcontractor</u>	<u>Amount Paid</u>
_____	_____
_____	_____

Further, Affiant states, represents, warrants and affirms that all MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached), and were so certified at the time of performance on the Eligible Contract.

II. Credit Claimed. Credit for expenditures under Eligible Contracts shall be awarded as credit towards Contractor's participation goals on a bid for a future City Contract as follows:

- One dollar of credit shall be earned for every three dollars of expenditure, to a maximum of five percent of the dollar value of the City Contract to which such credits would be applied.
- Credits may only be counted once, and applied once. The Department of Procurement Service ("DPS") will post the forms necessary for applying for credits, and applying credits toward City Contracts, on its website.
- Credits must be used within one year of being awarded.

<u>Name of Subcontractor</u>	<u>Participation Credit Claimed (\$)</u>
_____	_____
_____	_____
_____	_____

By its signature below, Affiant states, represents, warrants and affirms that it meets the foregoing criteria.

The Contractor designates the following person as their Diversity Credit Compliance Liaison Officer:

Name: _____

Title: _____

Phone Number: _____

III. It is the duty of any bidder, proposer, or Contractor, all subcontractors, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any bidder, proposer, contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Contractor and its Affiant understand and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. Contractors must inform subcontractors of this provision and require understanding and compliance herewith.

False statements made in connection with this Agreement, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or contract documents constitute a material breach of the Agreement. Any such misrepresentation renders the Agreement voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such misrepresentation. In addition, the City may debar Contractor and/or Affiant, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor and/or Affiant pursuant to Chicago Municipal Ordinance 1-21-010).

The City may, in its sole discretion, audit the records of Contractor and Affiant at any time during the term of any Contract for which this Affidavit is submitted or within five (5) years after the date of this Affidavit, in connection with the representations, statements and affirmations made herein. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit, it is determined that Contractor and/or Affiant has made any false statements to the City, the City will so notify Contractor and Affiant.

IV. Affiant.

To the best of Affiant's knowledge, information and belief, and after diligent review, search and inquiry, the facts and representations contained in this Affidavit are true, and no material facts have been omitted.

On behalf of Contractor, I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the Contractor, to make this affidavit.

Signature of Affiant: _____ Date: _____

State of _____

County of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name /s of person/s)

as _____ (type of authority, e.g., officer, trustee, etc.)

of _____ (name of party on behalf of whom instrument executed)

Notary Public Signature: _____

(Seal)

Commission Expires: _____