

Below are the following Sole Source/Bid Waiver Criteria. If your purchase does meet any of the following criteria, please complete the form and submit to Procurement Services at solesource@ccc.edu

What is a Sole Source Procurement?

A “sole source” procurement can be defined as any contract entered into without a competitive process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirement. Although CCC generally does not permit non-competitive procurements by statute, exceptions are allowed where competition is not feasible. Even though the procurement isn’t competed, you still need to maintain a history of the process. It will be especially important for you to document the circumstances and rationale for not competing the solicitation. This form is used for this documentation.

Examples of acceptable exceptions from the competitive procurement process may include (but are not limited to):

- ◆ Only one known source exists for supplies of services or products as determined by documented research.
- ◆ No other reasonable alternative source exists that meets the CCC requirements.
- ◆ Only one source meets the business needs of the CCC (e.g., compatibility, unique feature to meet CCC’s business need, etc.)
- ◆ Procurement of public utility services.

What’s not a Sole Source Procurement?

- A CCC requirement for a particular proprietary product or service does not automatically justify a sole source procurement if there is more than one potential bidder of offeror for that item.
- A CCC preference for a specific brand or name product does not justify a sole source procurement.
- A good’s or service’s “uniqueness” alone may not qualify the producer or supplier of the good or service as a sole provider.

Why are you requesting a Sole Source Waiver?

Check the reason below explaining why you are requesting a Sole Source/Bid Waiver for this purchase:

- Only one known source that can provide the commodity or service.
- Procurement of public utility services
- Compatibility (e.g., a public safety, CCC requiring a specific piece of equipment to be compatible with an existing equipment system)
- Limited or proprietary systems (i.e. additional licenses, updates, specialized replacement parts, etc.)
- A professional expert is requested.
- Sales territories or product availability within limited geographic boundaries.
- Other

Business Rationale

1. Provide a detailed explanation of the need for the supplies or services:

Please see attachment for a detailed response.

2. What are the unique features of the supplies or services that are not available in any other product or by any other vendor?
Provide specific, quantifiable factors/qualifications:

Please see attachment for a detailed response.

3. If professional services, what are the unique qualifications the vendor possess?
Provide specific, measureable factors/qualifications:

Not applicable.

4. Were alternative supplies or services evaluated? Yes No
a. If yes, what were they and why were they unacceptable? If no, why were alternatives not evaluated?
Please be specific with regard to features, characteristics, requirements, capabilities and compatibility:

Please see attachment for a detailed response.

5. What efforts were made to get the best possible price?

Please see attachment for a detailed response.

6. Will this purchase obligate the CCC to this vendor for future purchases such as maintenance, licensing or continuing needs?
 Yes No If yes, please provide details regarding future obligations and/or needs:

Please see attachment for a detailed response.

7. Why is the price for this purchase considered to be fair and reasonable?

Please see attachment for a detailed response.

8. If this is a renewal, describe why circumstances are such that competitive selection is still not an alternative since awarding the original contract:


Please see attachment for a detailed response.

9. What will be the financial or other impact to the CCC if this sole source is not approved and a competitive bid is required?

Please see attachment for a detailed response.

Department/College Representative Signature Required

I know and understand the contents of this Sole Source /Bid Waiver Justification and attest that all statements are true and correct.

DocuSigned by:

F8390FB3A51E424
Department/College Representative Signature


Angela Winters-Harmon
Printed Name

9/28/2023 | 2:19:46 PM CDT
Date

Department/College Representative Signature

Printed Name

Date

DocuSigned by:

E2964BEEF2F6407...
VC/ College President Signature

Mark Potter
Printed Name

9/29/2023 | 6:20:25 AM CDT
Date

Procurement Approval and Signature Required

Printed Name

Date

Blackboard

This Blackboard Order Form ('Order Form') by and between **Blackboard Inc.** ('Blackboard') and **City Colleges of Chicago** ('Customer') details the terms of Customer's use of the products and services set forth below ('Product and Pricing Summary'). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement and Addendum both duly signed by the parties on December 23, 2020, and incorporated by this reference, form the entire agreement between the parties in respect to the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by the Customer, any product or service provided by Blackboard to the Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Period Number	Total
Period 1	\$73,542.00
Contract Total	\$73,542.00

Period 1				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	AS-ALY-OTH	ANTH ALLY Entitlements for Period 1 Band: 25,001 - 50,000 FTE	01-Jan-2024 to 31-Dec-2024	Included - AS-ALY-OTH-P
1	AS-ALY-OTH-P	PKG- ANTH ALLY Entitlements for Period 1 Band: 25,001 - 50,000 FTE	01-Jan-2024 to 31-Dec-2024	\$73,542.00
Period 1 Total				\$73,542.00

B. Terms

- The Initial Term of this Order Form shall include all Periods included in the Software & Services Product and Pricing Summary above.
- Following the Initial Term, this Order Form shall renew automatically for successive periods of one (1) year each (each a "Renewal Term"), unless and until Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- Effective Date: January 01, 2024**

C. Payment Terms

- All initial and subsequent payments shall be due NET30. Unless otherwise stated, all prices are in United States currency.
- Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Sales Approved:

Initial:


Sales Approved:

Initial:

Customer: **CITY COLLEGES OF CHICAGO**
Signature:

Name:
Title:
Date:

BLACKBOARD INC.
Signature:



Name: Michael Pohorylo
Title: Deputy General Counsel
Date: September 28, 2023

Blackboard does not require a PO for the purchase or payment of the products on this Order Form. If your organization requires a PO in addition to this signed contract, please provide all known information here. If a PO will be issued after signature, indicate 'Pending' in the PO Number field.
PO Number: PO Amount:
Attach PO or send PO to Operations@blackboard.com(Optional):
Attach Tax Exemption (Optional):

Invoicing
Send Invoices via email to:
1. Name: Email:
2. Name: Email:
3. Name: Email:

Business Rationale
Blackboard, Inc.
Product: Ally Accessibility Tool

Blackboard, Inc. owns Ally, a software tool that addresses the needs of accessibility for students with disabilities while using the learning management system. Throughout the document, the benefits and features of Ally will be highlighted, since Blackboard, Inc. is the holding company.

1. Provide a detailed explanation of the need for the supplies or services:

According to the U.S. Department of Education:

Section 504 of the Rehabilitation Act and the American with Disabilities Act Title II Regulations require educational institutions to provide equal access for individuals with disabilities to all educational benefits and opportunities that are provided online or in other digital formats. Many individuals with disabilities, including those who have vision or hearing disabilities, need auxiliary aids and services to access and interact with digital content (US Department of Education- Digital Accessibility. (n.d.). <https://www2.ed.gov/about/offices/list/ocr/frontpage/pro-students/issues/dis-issue06.html>).

Since our learning management system (LMS) does not possess the capability to monitor accessibility, it is essential that CCC procure a tool that can.

Thus, Ally has been identified as that tool because it addresses the needs of accessibility for students with disabilities while using the LMS. Additionally, Ally focuses on ensuring that course materials available in our LMS are converted to accessible formats and making them ADA compliant. The software changes course materials into various accessible formats such as electronic braille, audio, ePub, semantic HTML, etc. These multiple accessible formats address all the challenges that students with disabilities encounter when taking online courses. Therefore, using this product will ensure that all online course content formats meet the requirements outlined in Section 504 of the Rehabilitation Act and in the American with Disabilities Act Title II.

2. What are the unique features of the supplies or services that are not available in any other product or by any other vendor? Provide specific, quantifiable factors/qualifications:

Ally is a tool that:

- Seamlessly integrates with our D2L Brightspace LMS to highlight problem areas.
- Identifies initiatives that can further help improve accessibility in asynchronous and synchronous online courses.
- Provides scores, through a comprehensive dashboard, that measures the accessibility of content.
- Creates alternative formats of course files based on the original when an item cannot be modified by the instructor (this happens with older articles that pre-date the 1990s).

3. If professional services, what are the unique qualifications this vendor possesses? Provide specific, measurable factors/qualifications: Not applicable.

4. Were alternative supplies or services evaluated?

This submission is a contract renewal. Ally is considered the gold standard for monitoring accessibility

in the LMS for students with disabilities while using the online learning platform. Ally was approved by the Board of Trustees in December 2021 for use and integration into our LMS.

If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility: Not applicable.

If no, why were alternatives not evaluated?

Other alternatives were not considered because replacing this tool with something else would negatively impact the CCC ecosystem. Ally has been enabled in **136,491** Brightspace courses. It would be a huge lift to replace Ally with another tool.

5. What efforts were made to get the best possible price?

The price reflects an unlimited user license agreement. The price increases from year to year due to technology enhancements and the rising costs of operating a business.

6. Will this purchase obligate CCC to this vendor for future purchases such as maintenance, licensing or continuing need? Yes

a. If yes, please provide details regarding future obligations and/or needs:

If the product is changed abruptly, it will create a negative impact on the CCC ecosystem, since the tool has been enabled in **136,491** Brightspace courses. Each of these courses has a dashboard attached to it to allow for us to monitor accessibility in asynchronous and synchronous courses. Additionally, as stated earlier, the American with Disabilities Act Title II and Section 504 of the Rehabilitation Act require us to employ a tool that assists persons with disabilities inclusive access to our online courses. Ally is a proven accessibility monitoring tool that helps us maintain an inclusive online educational platform for all of our students.

7. Why is the price for this purchase considered to be fair and reasonable?

The unlimited license agreement with Ally allows CCC to grow our usage and access to additional training and resources without extra cost.

8. If this is a renewal, describe why circumstances are such that competitive selection is still not an alternative since awarding the original contract:

As mentioned before, this submission is a contract renewal. Ally is considered the gold standard for monitoring accessibility in online education for students with disabilities who use the learning management system. With that in mind, when Ally was approved by the Board of Trustees in December 2021 for integration into our LMS, the Online Learning team, along with the Academic Technology team, invested a lot of time and resources to train faculty, Technology Integration Specialists and administrators on how to effectively use the tool.

Other options were not considered because changing this tool would negatively impact the CCC ecosystem due to the amount of training and resources attributed to this tool. Plus, Ally provides a comprehensive dashboard, which includes scores to measure the accessibility of content. Since we have been using Ally, more than 85% of all online courses possess an accessibility score of 90% or more. In cases where a score of 100% are not attainable, Ally creates alternative formats of course files based on the original. These formats are readily available to students. Prior to procuring Ally, many of the online learning courses were not ADA compliant.

9. What will be the financial or other impact to CCC if this sole source is not approved and a competitive bid is required?

According to Section 504 of the Rehabilitation Act, along with its 2008 amendments, and American with Disabilities Act Title II, online learning courses should be accessible to individuals with disabilities. Therefore, Ally has been enabled in **136,491** Brightspace courses since 2021 to help instructors identify and design accessible documents and content for all students to acquire and demonstrate knowledge.

Removing Ally from Brightspace courses will stymie instructors from recognizing documents and content that may not be accessible to all their students. If this occurs, CCC will not be able to comply with Section 504 of the Rehabilitation Act, along with its 2008 amendments, and American with Disabilities Act Title II. The consequences for not complying with federal, state and local ADA mandates could range from loss of funding to potential lawsuits from students who are not receiving the educational experience promised.

I am providing the link to colleges and universities who have encountered accessibility lawsuits, complaints and settlements over the years.

[Higher Education Accessibility Lawsuits, Complaints and Settlements](#)

Needless to say, this is a list CCC should avoid as we continue to offer first-class online education to our students.

Economic Disclosure Statment

**INSTRUCTIONS FOR COMPLETING
CITY COLLEGES OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

Community College District No. 508 ("CCC") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any CCC department or CCC Board action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any CCC action will be delayed.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

For purposes of the EDS:

"Applicant" means any entity or person making an application to CCC for action requiring CCC or CCC Board approval including bids, solicitations and other contract and lease proposals.

"Disclosing Party" means any entity or person submitting an EDS. If the Disclosing Party is participating in a matter in more than one capacity, please indicate each such capacity in Section I.F. of the EDS.

"Entity" or **"Legal Entity"** means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

"Person" means a human being.

WHO MUST SUBMIT AN EDS:

An EDS must be submitted by Persons or Entities that are:

1. Applicants: An Applicant must always file this EDS. If the Applicant is a Legal Entity, state the full name of that Legal Entity. If the Applicant is a Person acting on his/her own behalf, state his/her name.
2. Entities holding an interest in the Applicant: Whenever a Legal Entity has a beneficial interest (*i.e.* direct or indirect ownership) of more than 7.5% in the Applicant, each such Legal Entity must file a separate EDS on its own behalf; and
3. Controlling entities: Whenever a Legal Entity directly or indirectly controls the Applicant, each such controlling Legal Entity must file a separate EDS on its own behalf.

CITY COLLEGES OF CHICAGO
Community College District No. 508 ("CCC")
ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

BLACKBOARD INC.

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest:

OR

3. a specified legal entity with a right of control (see Section II.B.1.b.). State the legal name of the entity in which Disclosing Party holds a right of control:

B. Business address of Disclosing Party:

11720 Plaza America Drive, 11th Flr., Reston, VA 20190

C. Telephone: 202-463-4860 **Fax:** _____ **Email:** _____

D. Name of contact person: _____

E. Federal Employer Identification No. (if you have one): 52-2081178

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

3YR Renewal AS-ALLY - eff 07/01/2023

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|----------------------------------------------------------------------|----------------------------------------------------------|
| <input type="radio"/> Individual | <input type="radio"/> Limited liability company* |
| <input type="radio"/> Publicly registered business corporation | <input type="radio"/> Limited liability partnership* |
| <input checked="" type="radio"/> Privately held business corporation | <input type="radio"/> Joint venture* |
| <input type="radio"/> Sole proprietorship | <input type="radio"/> Not-for-profit corporation |
| <input type="radio"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="radio"/> Limited partnership* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="radio"/> Trust | <input type="radio"/> Other (please specify) |

* Note and complete B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity? Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, that are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
(PLEASE SEE ATTACHED)	

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity whether held in its or their own name or through intermediaries or nominees. **If none, state "None."**

NOTE: CCC may require any such additional information from any applicant which is reasonably intended to achieve full or additional disclosure of ownership.

Name	Business Address	Percentage Interest in the Disclosing Party
Blackboard Holdings, Inc.	11720 Plaza American Dr. 11th Flr., Reston, VA 20190	100%

(Add sheets if necessary)

SECTION III -- COMPLIANCE WITH CCC ETHICS POLICY

The CCC Ethics Policy imposes certain duties and obligations on persons or entities seeking CCC contracts, work, business, or transactions. The full text of CCCs Ethics Policy and a training program is available on line at http://www.ccc.edu/files/Ethics_Policy.pdf and may also be obtained from CCC Ethics Office at 180 N Wabash Ave, 3rd Floor, Chicago, Illinois, 60601.

By signing this EDS, the Disclosing Party certifies that it and its officers, agents and employees have not by action or omission, breached the CCC Ethics Policy or induced, caused to result in or caused a breach of CCC Ethics Policy by a CCC officer, contractor, agent or employee and will not do so.

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

On the next page, the Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, or consultant whom the Disclosing Party has retained or expects to retain in connection with the Matter and any other person who will be paid a fee for communicating with CCC employees of officials when such communications are intended to influence the issuance of a contract or lease, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees other than Lobbyists who are paid solely through the Disclosing Party's regular payroll. **"Lobbyist"** means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the CCC whether disclosure is required or make the disclosure. (Add sheets if necessary)

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
-------------------------------------------------------------------	---------------------	-------------------------------------------------------------------------------	----------------------------------------------

[] Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Substantial owners of business entities that contract with CCC must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

- Yes
- No
- No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

- Yes
- No

All of the Contractor's Substantial Owners who directly or indirectly owns 10% or more of the Contractor must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

B. CERTAIN OFFENSES INVOLVING CCC AND SISTER AGENCIES

1. Neither the Disclosing Party nor any Controlling Person (as defined below) of the Disclosing Party has ever been convicted or in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony of any kind, or of a criminal offense of whatever degree, involving;
 - (a) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the CCC or of any Sister Agency (as defined below); or
 - (b) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the CCC or any Sister Agency; or
 - (c) conspiring to engage in any of the acts set forth in items (a) or (b) of this Section V.B.1
2. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party has made in any civil or criminal proceeding an admission of guilt of any of the conduct set forth in items (a) through (c), inclusive, of Section V.B.1 above, under circumstances where such admission of guilt is a matter of record but has not resulted in criminal prosecution for such conduct.
3. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party is charged with or

indicted for any felony or criminal offense set forth in items (a) through (c), inclusive, of Section V.B.1 above.

As used in this Section V.B, "**Controlling Person**" means any person who (1) is an officer, director, limited liability company manager, managing member, partner, general partner or limited partner of any business entity; or (2) owns, directly or indirectly through one or more intermediate ownership entities, more than 7.5% of the ownership interest in any business entity; or (3) controls, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any business entity. Indicia of control include, without limitation:

- interlocking management or ownership; identity of interests among family members;
- shared facilities and equipment;
- common use of employees; or
- organization of a business entity following the ineligibility of a business entity under this section, using substantially the same management, ownership or principals as the ineligible entity.

As used in this Section V.B., "**Sister Agency**" means (1) the Board of Education of the City of Chicago; (2) Chicago Park District; (3) Chicago Transit Authority; (4) the City of Chicago; (5) Chicago Housing Authority; or (6) the Public Building Commission of Chicago.

C. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause C.1.b. of this Section V;
 - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the federal government, any state, or any other unit of local government.
2. The certifications in subparts 3, 4 and 5 of this Section V.C., concern:
 - the Disclosing Party;
 - any "**Applicable Party**" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");

• any "**Affiliated Entity**" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation:

- interlocking management or ownership; identity of interests among family members, shared facilities and equipment;
- common use of employees;
- or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including CCC, using substantially the same management, ownership, or principals as the ineligible entity);
- with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "**Agents**").

3. Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the CCC, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct.

4. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party, Affiliated Entity or Applicable Party is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with all the applicable rules and regulations of the Board of Trustees of CCC now in effect or hereafter adopted by the Board.

7. If the Disclosing Party is unable to certify to any of the above statements in Parts V.B. (Certain Offenses

Involving CCC and Sister Agencies) or V.C. (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part D, under the Municipal Code of Chicago (“CMC”) Section 2-32-455(b), the term **"financial institution"** means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in CMC Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the CMC.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the CMC. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the CMC. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the CCC.

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the CMC) is a predatory lender within the meaning of Chapter 2-32 of the CMC, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

E. CERTIFICATION REGARDING INTEREST IN CCC BUSINESS

Any words or terms that are defined in CCC Ethics Policy have the same meanings when used in this Part E.

1. In accordance with CCC Ethics Policy: To the best of your knowledge after diligent inquiry does any Board Member, official or employee of CCC have a **"special interest"** in his or her own name or in the name of any other person or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item E.1., proceed to Items E.2. and E.3. If you checked "No" to Item

E.1., proceed to E.4.

- 2. Unless sold pursuant to a process of competitive bidding following public notice, no employee or Board member shall have a financial interest in the purchase of any property that belongs to the Board. Before participating in the competitive process, the employee or Board member shall disclose his financial interest.

Does the Matter involve a CCC Property Sale? Yes No

- 3. If you checked "Yes" to Item E.1., provide the names and business addresses of the CCC officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

- 4. No employee or spouse of any employee, or entity in which an employee or his or her spouse has a financial interest, has applied for, solicited, accepted or received a loan of any amount from the Disclosing Party, any Applicable Party or any Affiliated Entity; provided, however, that nothing in this section prohibits application for, solicitation for, acceptance of or receipt of a loan from a financial lending institution, if the loan is negotiated at arm's length and is made at a market rate in the ordinary course of the lender's business.

Yes No

- 5. If you checked "Yes" to Item E.4., provide the names and addresses of the CCC officials or employees who applied for, solicited, accepted or received such loan:

Name	Business Address	Amount of loan

- 6. The Disclosing Party further certifies that no prohibited financial or special interest in the Matter will be acquired by any CCC official or employee.

SECTION VI -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

A. The Disclosing Party understands and agrees that:

- 1. By completing and filing this EDS, the Disclosing Party acknowledges, on behalf of itself and the persons or entities named in this EDS, that the CCC may investigate the creditworthiness of and the information provided about some or all of the persons or entities named in this EDS.
- 2. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the CCC in connection with the Matter, whether procurement or other CCC action, and are material inducements to the CCCs execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- 3. If CCC determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and CCC may pursue any remedies under the contract or agreement (if not rescinded, void

or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with CCC..

4. CCC may make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against CCC in connection with the public release of information contained in this EDS and also authorizes CCC to verify the accuracy of any information submitted in this EDS.
5. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the CCC takes action on the Matter. If the Matter is a contract or other agreement being entered into by the CCC's Board of Trustees, the Disclosing Party must also update this EDS as the contract or agreement requires.

B. The Disclosing Party represents and warrants that:

1. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information required by this Disclosure Affidavit.

For purposes of the certifications in VI.B.2. and B.3., the term "**affiliate**" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including CCC, using substantially the same management, ownership, or principals as the ineligible entity.

2. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to CCC or a Sister Agency (as defined in Section V,B). This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.
3. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.
4. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those contained in this Disclosure Affidavit and will not, without the prior written consent of the CCC, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in VI.B.2., B.3. or B.4. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the CCC.

Date: August 19, 2023

BLACKBOARD INC.
(Print or type name of Disclosing Party)

By: *[Signature]*
(sign here)

Michael Pohorylo
(Print or type name of person signing)

Deputy General Counsel
(Print or type title of person signing)

State of Virginia

County of Fairfax

Signed and sworn to before me on (date) August 17, 2023, by Michael Pohorylo.

[Signature] Notary Public.

Commission expires: 9-30-2024



Appendix 1

**Terms & Conditions Regarding Compliance with the Minority Business
Commitment and the Women Business Enterprise Commitment**

**Terms & Conditions Regarding Compliance
with the City Colleges of Chicago's
Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)
Participation Plan**

SECTION 1: INTRODUCTION

- 1.1 The Board of Trustees of Community College District No. 508. (The "Board") has adopted the amended Minority and Women Business Enterprise Plan (The "Plan") to ensure that Minority Businesses and Women Businesses shall have maximum feasible opportunities to participate on City Colleges of Chicago contracts, and to remedy the effects of historical discrimination while minimizing its impact upon Non-MBE and Non-WBE businesses. The Plan includes goals for participation of certified MBE and WBE firms, and the Bidders/Proposers utilization of such firms is considered in determining responsibility in performing this contract.
- 1.2 The purpose of the revised Terms and Conditions is to describe the current requirements of the Plan including the MBE and WBE goals that have been established for this contract and certain administrative and procedural provisions.

Bidders/Proposers are required to submit information specifying the percentage of the total contract that will be performed by certified MBE and WBE firms on the attached Schedules.

SECTION 2: POLICY STATEMENT AND TERMS

- 2.1 It is the policy of the Board to ensure that the City Colleges of Chicago take all possible steps consistent with applicable law to insure that Minority Business Enterprises and Women Business Enterprises are afforded a fair and representative opportunity to participate fully in this institution's contracting.
- 2.2 Consistent with this policy it shall be the responsibility of all contractors to exhaust all feasible means to ensure significant participation by certified MBEs and WBEs.
- 2.3 Failure to carry out the commitments and policies set forth in this Plan shall constitute a material breach of contract and may result in termination of the contract or such other remedy as the Board deems appropriate.

SECTION 3: DEFINITIONS

The following words as used herein shall have the meanings indicated below unless the context clearly indicates otherwise

- a. **Board of Trustees or Board** shall mean the Board of Trustees of Community College District No. 508.
- b. **Certified** means any business or individual which has been certified by any of the CCC approved certifying agency to be an MBE or WBE and is on the Board's list of certified MBEs or WBEs.
- c. **Chancellor** shall mean the Chancellor of City Colleges of Chicago or his/her designee.
- d. **City College** shall mean the City Colleges of Chicago.

- e. **Commercially Useful Function** shall mean the execution of a distinct element of work with actual performance, resources, management and supervision.
- f. **Financial and Administrative Service Committee** shall mean the Financial and Administrative Service Committee of the Board of Trustees of Community College District No.508 or such other committee as the Board of Trustees may from time to time designate.
- g. **General Contractor** shall mean a firm that has entered into a contract with the Board to provide goods or services.
- h. **Joint Venture shall** mean an association between two or more independent businesses formed to perform a specific contract.
- i. **MBE or Minority Business Enterprise** shall mean a certified business that is owned and controlled by a Minority or Minorities that is certified as an MBE as defined in Section III (Definitions, 3.1) and has participated, or has attempted to participate, in the Chicago area market.
- j. **Minority or Minority person** shall mean a person who is a citizen or lawful permanent resident of the United States, who is a member of an identified racial/ethnic population group, specifically, Black, Hispanic, Asian, or any other racial/ethnic population group that the Chancellor determines, after notice and hearing, to suffer discrimination in the Chicago area and who has participated, or has attempted to participate, in the Chicago area market.
- k. **Person** shall mean a natural person, or partnership, corporation or joint venture.
- l. **Subcontractor** shall mean a business that has entered into a contract with a General Contractor to provide goods or services pursuant to a contract between the General Contractor and the Board.
- m. **WBE or Women Business Enterprise** shall mean a certified business that is owned and controlled by a woman or women, that is certified as a WBE as provided in Section III (Definitions, 3.1) and has participated, or has attempted to participate, in the Chicago area market.
- n. **Woman or Female** shall mean a person who is a citizen or lawful permanent resident of the United States who us of female gender.

SECTION 4: PARTICIPATION GOALS

4.1 Percentages of Participation

Goals for participation by certified MBE and WBE firms for this Contract shall be not less than the following percentage of the **total contract value**:

MBE Participation goal: **25%**

WBE Participation goal: **7%**

4.2 Bidder/Proposer's Commitment and Responsibility

Each Bidder's commitment to the utilization of certified MBE and WBE firms shall be considered as further evidence of the responsibility of the Bidder/Proposer. Further, the Contractor agrees to use its best efforts to include certified MBE and WBE firms in any Contract modifications, amendments and renewals.

SECTION 5: PROCEDURE TO DETERMINE BID & PROPOSAL COMPLIANCE

5.1 The following documents constitute the Bidder/Proposer's MBE/WBE Compliance Plan and must be submitted with the bid or proposal:

A. Schedule A: Affidavit of MBE/WBE Goal Implementation Plan

Bidders/Proposers must submit, together with the bid/proposal, a completed Schedule A committing them to the utilization of each certified MBE/WBE firm listed.

Except in cases where the bidder/proposer has submitted a complete request for a waiver or variance of the MBE or WBE goals in accordance with Section 8 (below), the bidder/proposer must commit to the expenditure of an estimated percentage of their proposed contract value. Specific dollar amounts of participation by each certified MBE/WBE firm should also be included on the Schedule A as practicable.

Additionally, the total dollar commitments proposed for certified MBE firm(s) must at least equal the MBE goal, and the total dollar commitment to propose certified WBEs must at least equal the WBE goal.

All commitments made on the bidder/proposer's Schedule A must correspond with those presented on the Schedule C documents that are described below.

Additionally, a fully completed and executed Schedule A must be submitted with the bid/proposal when due. Failure to submit the completed Schedule A or a waiver request in accordance with this section will be cause for finding bid/proposal non-responsive and may result in rejection of bid/proposal.

B. Schedule C: Letter of Intent

A Schedule C [Schedule C-1 (MBE/WBE Bidder/Proposer or Schedule C-2 (Joint Venture Partner) as described herein] must be completed in its entirety and executed by each certified MBE and WBE firm listed on the Schedule A and submitted with the bid/proposal.

The Schedule C must accurately detail the work to be performed by the certified MBE or WBE firm at the agreed rates and prices to be paid. Additionally, the certified MBE and WBE firm's scope of work, as detailed on their Schedule C must conform to their area of specialty included in the certification letter as described below.

Additionally, all fully completed and executed Schedule Cs must be submitted with the bid/proposal when due. Failure to submit the completed Schedule C(s) in accordance with this section will be cause for finding bid/proposal non-responsive and may result in rejection of bid/proposal.

C. Letters of Certification & Certification Determination

A copy of each proposed MBE and WBE firm's current letter of certification must be submitted with the bid/proposal as a complement to the Schedule A and C. All letters of certification must include a statement of the certified MBE/WBE firm's area of specialty.

In order to be designated as a certified Minority Business Enterprise (MBE) or as a Women Business Enterprise (WBE) in City Colleges of Chicago contracting activity a firm must be verified as such by agencies known and accepted by CCC.

Specifically, the following agencies confer the designation and are accepted by the Office of Contract Compliance:

- 1) The City of Chicago
- 2) Cook County
- 3) The State of IL— CEI (formerly CMS)
- 4) National Minority Supplier Development Council and its regional affiliates including the Chicago Minority Supplier Development Council
- 5) Women Business Enterprise National Council and its regional partner organizations including the Women's Business Development Center in Chicago

Certifications will also be considered from conferring government agencies in other states and major metropolitan cities on a case by case basis.

D. Schedule C-2 & Joint Venture Agreements

If the bidder/proposer's MBE/WBE proposal includes the participation of certified MBE or WBE firms as a joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement, as a part of Schedule A submission.

In order to demonstrate the certified MBE or WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the MBE or WBE firm that is a party to the Joint Venture must complete the Schedule C-2.

Additionally, the joint venture agreement must complement the Schedule C-2 and include specific details related to: (1) contributions of capital and equipment (2) work responsibilities or other performance to be undertaken by the certified MBE/WBE firm; (3) the commitment of management, supervisory and operative personnel employed by the certified MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g. check signing authority).

5.2 Correct Completion of Schedules

The MBE/WBE Compliance Plan must have all blank spaces on both of the Schedules applicable to the Contract correctly filled in.

Agreements between a Bidder/Proposer and a certified MBE and certified WBE in which the certified MBE/WBE promises not to provide subcontracting quotations to other Bidders/Proposers are prohibited.

5.3 Deficient Compliance Plans

Upon receipt of the Compliance Plan submitted with the bid/proposal, the Office of MBE/WBE Compliance will determine if the bid/proposal is responsive. A bid/proposal may be treated as non-responsive by reason of the determination that the Bidder/Proposer's response did not contain a sufficient level of certified MBE or WBE participation or an approved waiver request.

During the period between bid opening/proposal due date and contract award the MBE/WBE Plan will be evaluated by the Office of M/WBE Contract Compliance for the following:

- 1) MBE and WBE Performance of a commercially useful function
- 2) Analysis of industry standard for sub-contracting (if applicable)
- 3) Scope of services versus certification letter specialty area
- 4) Accurate levels of compliance
- 5) Due diligence efforts to support waiver request (if applicable)
- 6) Certification renewal status
- 7) MBE/WBE execution of Schedule C
- 8) Compliance history on previous contracts with CCC and its sister agencies

The Bidder/Proposer agrees to provide, upon request, earnest and prompt cooperation to the Office of M/WBE Contract Compliance in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed certified MBE or WBE firm in providing such assistance.

Additionally, a bid/proposal may be treated as non-responsive by reason of the determination that the Bidder/Proposer was unresponsive or uncooperative when asked for further information relative to the bid/proposal, or that false statements were made in the Schedules.

SECTION 6: COUNTING MBE/WBE PARTICIPATION TOWARD CONTRACT GOALS

6.1 Only certified MBE and WBE participation shall be counted toward the MBE and WBE goals set in this Contract and applied as follows:

A. Direct Participation

An MBE or WBE firm should be used directly in the performance of the scope of services that the Bidder/Proposer is providing for the District. The MBE or WBE's total contract value can be credited towards the participation goals for direct participation.

B. Indirect Participation

In the event the Bidder/Proposer's specific scope of services does not provide an opportunity for direct subcontracting, the Bidder/Proposer must consider other ways to engage MBEs and WBEs to meet the contract participation goals.

The expenditures with MBE and WBE vendors that are being used in the Bidder/Proposer's overall business operations for goods or services that are ancillary to the CCC contract such as transportation, advertising, accounting, landscaping, office supply can be credited at 100%.

C. Commercially Useful Function (CUF)

A Bidder/Proposer may count toward its MBE and WBE goal only expenditures to certified firms that will perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially useful function when it is responsible for a distinct element of work of a contract and carries out the responsibilities by actually performing, managing, and supervising the work involved using its own resources.

The Office of M/WBE Contract Compliance will use a variety of methods to determine whether or not an MBE or WBE is performing a CUF at any time (pre- award, during contract execution and/or during the contract close-out phase) including but not limited to:

- 1) Project site visits
- 2) Documentation requests
- 3) Interviews with MBE or WBE owners or employees

D. MBE/WBE Subletting

Consistent with normal industry practices, a certified MBE or WBE subcontractor may enter into further subcontracts. If a certified MBE/WBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the certified MBE or WBE shall be presumed not to be performing a commercially useful function.

Evidence may be presented, in writing, to the Office of M/WBE Contract Compliance by the contractors involved to rebut this presumption.

E. Counting MBE/WBE Manufacturers

A Contractor may count toward its goals expenditures to certified MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale) at 100%.

F. Counting MBE/WBE Suppliers

A Contractor may count 100% of its expenditures with certified MBE or WBE suppliers toward its compliance goals provided that the supplier performs a commercially useful function in the supply chain process and is a regular dealer.

G. Counting Total Dollar Value Awarded To Certified MBEs/WBEs

The total dollar value of contract awarded to a certified MBE or WBE firm shall only be credited to one of the respective certification statuses. The Contractor employing the certified firm may choose the goal to which the contract value is applied—either MBE or WBE; not both.

Work done by one and the same subcontractor shall be considered, for the purpose of this principle, as work effectively under one subcontract only, in which the subcontractor may be counted toward only one of the goals, but not toward both.

H. MBE/WBE Controlled Firms

If the Bidder or Proposer is a certified MBE most of the total contract value can be counted toward the fulfillment of the MBE goal and similarly, if a WBE is the Bidder or Proposer, most of the total contract value can be counted toward the fulfillment of the WBE goal. However, MBE Bidders/Proposers must obtain a certified WBE subcontractor and a WBE Bidder/Proposer must obtain a certified MBE subcontractor to meet the respective goals.

Additionally, if a firm is certified as both an MBE and WBE, they can only use one of the certification statuses to fulfill one of the goals; not both.

MBE and WBE Bidder/Proposers must submit a Schedule C-1 which outlines their intent to subcontract any portion of their work they do not plan to self-perform.

Moreover, an MBE or WBE Bidder/Proposer must submit a Schedule A, Schedule C(s) for MBE or WBE subcontractors, and certification letters for themselves and any other MBE or WBE they may be utilizing on the contract.

I. **Counting Total Dollar Value of Eligible Joint Ventures**

A Contractor may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non- MBE/WBE firm. A joint venture satisfies the eligibility standards of this Plan if the certified MBE or WBE participant of the joint venture:

1. Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
2. Is responsible for a clearly defined portion of work to be performed in proportion to the certified MBE or WBE ownership percentage.

A Schedule C-2 and Joint Venture agreement must be submitted to support utilizing an MBE or WBE as a Joint-Venture participant.

6.2 A Contractor may count toward its MBE/WBE goal the following expenditures to certified firms that are not manufacturers or regular dealers:

A. **Fees or Commissions For Providing Services**

The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Office of M/WBE Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

B. **Fees For Delivering Materials and Supplies**

The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Office of M/WBE Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

C. **Fees or Commissions For Bonds or Insurance**

The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Office of M/WBE Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

SECTION 7: CHANGES TO MBE/WBE PARTICIPATION PLAN

7.1 **Termination of Scope of Work Not Permitted**

After submitting executed MBE and/or WBE sub-agreements to the Office of M/WBE Contract Compliance, the Contractor shall thereafter neither terminate the sub-agreement, nor reduce the scope of the work to be performed by the certified MBE or WBE firm, nor decrease the price to the MBE or WBE firm, without in each instance receiving the prior written approval of the Office of M/WBE Contract Compliance.

7.2 Substitutions

If it becomes necessary to substitute an MBE and/or WBE to fulfill the Contractor's MBE and/or WBE commitments, the Office of M/WBE Contract Compliance must be given reasons justifying the release of prior specific MBE and/or WBE commitments established in the Contractor's bid/proposal in order to review the propriety of the proposed substitution.

A substitution of MBE or WBE firms cannot be made without prior approval from the Office of MBE/WBE Compliance. In addition to the explanation provide above, the approval process must include a revised Schedule A, a Schedule C for the replacement firm(s) and current certification letter(s).

The approval process should also include concurrence from the affected MBE or WBE received either proactively from the Prime Vendor or by the Office of MBE/WBE Compliance.

SECTION 8: WAIVERS of MBE and WBE GOALS

8.1 Inability to Meet Participation Goals

If a Bidder/Proposer is unable to identify certified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for a contract, the bid/proposal must include a Schedule D (written request for waiver).

Submission of the Schedule D is not an automatic approval of the requested waiver. The approval of the requested waiver will be based, in part by the supporting documentation demonstrating the Bidder/Proposer's inability to obtain sufficient certified MBE and WBE firms, notwithstanding good faith attempts to achieve such participation.

Examples of such good faith efforts may include, but are not limited to, the following:

- a) Attendance at the Pre-bid/proposal conference.
- b) The Bidder/Proposer's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies.
- c) Advertisement in trade association newsletters and minority-oriented and general circulation media for specific sub-bids/proposals.
- d) Timely notification of specific sub-bids/proposals to minority and women assistance agencies and associations.
- e) Description of direct negotiations with certified MBE and WBE firms for specific sub-bids/proposals, including:
- f) the name, address and telephone number of the certified MBE and WBE firms contacted;
- g) a description of the information provided to certified MBE and WBE firms regarding the portions of the work to be performed; and
- h) the reasons why additional certified MBE and WBE firms were not obtained in spite of negotiations.
- i) A statement of the efforts made to select portions of the work proposed to be performed by certified MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the Contract) in order to increase the likelihood of achieving such participation.

- j) A detailed statement of the reasons for the Bidder/Proposer's conclusion that each certified MBE and WBE contacted, were not qualified.
- k) Efforts made by the Bidder/Proposer to expand its search for certified MBE and/or WBE firms beyond usual geographic boundaries.
- l) General efforts made to assist MBE and WBE firms to overcome participation barriers.

8.2 Unacceptable Basis for Waiver Request

If the bidder/proposer does not meet the MBE/WBE goal, price alone shall not be an acceptable basis for which the bidder may reject a certified MBE/WBE sub-bid/proposal

unless the bidder can show to the satisfaction of the Office of M/WBE Contract Compliance that no reasonable price can be obtained from a certified MBE/WBE.

A determination of reasonable price is based on such factors as the estimate for the work under a specific subcontract, the bidder's own estimate for the specific subcontract, and the average of the bona fide prices quoted for the specific subcontract. A bid from a certified MBE/WBE for a subcontract will be presumed to be unreasonable if the MBE/WBE price exceeds the average price quoted by more than 15 percent.

8.3 Subsequent Waiver by Request of Contractor

During the performance of a contract, a contractor may request a partial waiver from compliance with its original MBE or WBE proposal for the following reasons:

- a) Due to substantially changed circumstances the contractor is unable to meet the previously stated MBE or WBE goal(s);
- b) Despite every good faith effort on the part of the contractor, it is unable to meet the previously stated MBE or WBE goal(s)

8.4 Waiver Initiated by City Colleges of Chicago

The Chancellor or their designee may grant a waiver from MBE or WBE requirements for an individual contract upon a determination that there are insufficient certified MBEs or WBEs available to fulfill such requirements for that particular contract.

A determination by the Chancellor to waive MBE or WBE requirements for an individual contract must be stated in writing and placed in the appropriate project file.

SECTION 9: REPORTING AND RECORD-KEEPING REQUIREMENTS

9.1 Execution of Subcontract By Contractor

The Contractor, within five (5) working days after Contract award, shall execute a formal subcontract or purchase order in compliance with the terms of the Contractor's bid/proposal and MBE and WBE assurances and should be submitted to the Office of MBE/WBE Compliance within three (3) business days if requested by the Office of MBE/WBE Compliance.

In addition, each subcontract between the Bidder/Proposers and any certified MBE or WBE firm performing work on the Contract shall include remedies for non-compliance with the commitment to MBE and WBE participation, including an agreement to pay damages to the certified MBE and WBE firms which were underutilized.

9.2 **Payments to MBE and WBES**

During the performance of the Contract, the Contractor shall file regular MBE and WBE payment reports, on the form entitled "Monthly and Quarterly Report of Payments to MBE and WBE Subcontractors."

Additionally, invoices and/or other documentation must be submitted to the Office of MBE/WBE Compliance within five (5) days upon request to support the utilization of MBEs and WBEs.

9.3 **Maintenance of Relevant Records**

The Contractor shall maintain records of all relevant data with respect to the utilization of certified MBE and WBE firms, including without limitation payroll records, tax returns and records, and book of accounts, and retain such records for a period of at least three (3) years after final acceptance of the work. Full access to such records shall be granted to the Office of M/WBE Contract Compliance or its designee, on five (5) business days' notice in order to determine the Contractor's compliance with its MBE and WBE commitments and the status of any certified MBE or WBE firm performing any portion of the Contract.

SECTION 10: NON-COMPLIANCE WITH MBE and WBE PARTICIPATION GOALS

10.1 **Compliance Audits**

Whenever the Office of M/WBE Contract Compliance believes that the contractor or any of its subcontractors may not be operating in compliance with this Plan, it shall conduct an appropriate investigation.

10.2 **Notification regarding Non-compliance**

Upon indications of inadequate compliance or non-compliance, the Office of M/WBE Contract Compliance will notify the contractor and the subcontractor, in writing.

The Office of M/WBE Contract Compliance, the contractor or subcontractor may request an opportunity to meet to discuss MBE/WBE contract compliance. The contractor or subcontractor shall make such request to the Office of M/WBE Contract Compliance in writing within five (5) working days of receiving notice. The meeting shall be scheduled by the Office of M/WBE Contract Compliance at a reasonable date, time and place, with notice to contractor and subcontractor.

10.3 **Determination of non-compliance**

If after notification and subsequent discussions, the Office of M/WBE Contract Compliance determines that a contractor is not meeting or has not met applicable MBE or WBE goals and is not demonstrating or has not demonstrated every good faith to meet the goals, the contractor shall be subject to suitable sanctions as set forth in paragraph 10.3 A (Sanctions) below.

10.4 **MBE and WBE Remedies For Prime Vendor Non-Compliance**

The unexcused reduction of certified MBE or WBE participation in connection with the Contract including any modification thereof, shall entitle the affected certified MBE and WBE firms to payments pursuant to such agreement. Such provisions shall include an undertaking by the Contractor to submit any dispute concerning such damages to binding arbitration by an independent arbitrator, other than the City Colleges of Chicago, with reasonable expenses, including attorneys' fees, being recoverable by a prevailing certified MBE or WBE. Nothing herein shall be construed to limit the rights of and remedies available to the City Colleges of Chicago.

10.5 Sanctions for Non-compliance

A. Terms and Conditions of Plan Applying To All Contracts

The MBE/WBE requirements of these Terms and Conditions shall be incorporated into all of the contracts between City Colleges and its vendors. In addition to any other remedies City Colleges may have, the following apply:

Where the Office of M/WBE Contract Compliance determines the conditions set forth in Section 10.3 above to exist during the term of the contract, the Office of M/WBE Contract Compliance may recommend that the Board suspend or terminate the contract, in whole or in part, and may also declare the contractor ineligible for future contracts for a period of two (2) years.

The Contractor shall be liable to the City Colleges for any consequential damages incurred as a result of suspension or termination of the contract including damages arising either from delay or increased price in securing performance of the work by other contractors, attorney's fees and court cost.

Where the Office of M/WBE Contract Compliance determines the conditions set forth in paragraph 10.3 above to exist at the conclusion of a contract, the Office of M/WBE Contract Compliance may declare the contractor ineligible for future contracts for a period of two (2) years.

If a Contractor has provided false or misleading information in connection with certification, bid or proposal documents, compliance progress reports, or any other aspect of this Plan, the Office of M/WBE Contract Compliance may impose any of the sanction described in paragraph 10.5 (Sanctions) and all its subsections.

If there is a bona fide payment dispute between a Contractor and its certified M/WBE subcontractor for work performed under the Plan, the City Colleges may withhold payment of the disputed amount from the Contractor and place such funds in an interest-bearing account pending resolution of the dispute, by judicial or other means.

B. Contractor's Right To Appeal Decision

A contractor shall have the right to appeal a decision from the Office of M/WBE Contract Compliance declaring it ineligible for future City College contracts. Such appeal shall be made to the Chancellor or his/her designee.

C. Sanctions Available To The City Colleges of Chicago

The failure of City Colleges to impose any sanction it may have under this Section shall not be deemed a waiver of its right to impose such a sanction for subsequent violations. The listing of sanctions available to City Colleges in paragraph 10.5 A shall not be deemed to exclude any other sanctions or remedies available at law or in equity.

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, must first consider involvement with MBE/WBE firms as joint venture partners, direct subcontractors, and suppliers of goods and services directly related to the performance of this contract. A service not directly related to the scope of services but utilized during the bidder/proposer's normal course of business is considered indirect.

Additionally, all MBE/WBE firms included in this plan must be currently certified as such by at least one of the following agencies acknowledged by the City Colleges of Chicago (City of Chicago, Cook County, State of IL, Chicago Minority Supplier Development Council and regional affiliates and/or the Women's Business Development Center and its regional affiliates).

Project Name & Number

In connection with the above referenced project I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of:

(Company Name)

(Printed Name and Signature of bidder/proposer's authorized representative)

located at:
(Address, City, State & Zip)

and I can reached at (phone number) or via email at

The certified MBE and WBE participants on this project include (attach additional sheets as necessary):

Name of MBE/WBE Vendor: <input style="width: 250px; height: 20px;" type="text"/>	Street Address: <input style="width: 250px; height: 20px;" type="text"/>	City, State & Zip: <input style="width: 250px; height: 20px;" type="text"/>
Contact Name: <input style="width: 250px; height: 20px;" type="text"/>	Contact Title: <input style="width: 250px; height: 20px;" type="text"/>	Contact Phone: <input style="width: 250px; height: 20px;" type="text"/>
Contact Email: <input style="width: 250px; height: 20px;" type="text"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agencies: <input style="width: 250px; height: 20px;" type="text"/>
Contract \$: <input style="width: 250px; height: 20px;" type="text"/>	Contract %: <input style="width: 250px; height: 20px;" type="text"/>	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services: <input style="width: 800px; height: 20px;" type="text"/>		

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>
Contact Name:	Contact Title:	Contact Phone:
<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>
Contact Email:	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agencies:
<input style="width:90%;" type="text"/>		<input style="width:90%;" type="text"/>
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/>
<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>	Direct Participation <input type="checkbox"/>
Description of Services:		
<input style="width:95%; height: 20px;" type="text"/>		

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>
Contact Name:	Contact Title:	Contact Phone:
<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>
Contact Email:	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agencies:
<input style="width:90%;" type="text"/>		<input style="width:90%;" type="text"/>
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/>
<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>	Direct Participation <input type="checkbox"/>
Description of Services:		
<input style="width:95%; height: 20px;" type="text"/>		

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>
Contact Name:	Contact Title:	Contact Phone:
<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>
Contact Email:	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agencies:
<input style="width:90%;" type="text"/>		<input style="width:90%;" type="text"/>
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/>
<input style="width:90%;" type="text"/>	<input style="width:90%;" type="text"/>	Direct Participation <input type="checkbox"/>
Description of Services:		
<input style="width:95%; height: 20px;" type="text"/>		

Total MBE Direct	\$ <input type="text"/>	% <input type="text"/>	Total MBE Indirect	\$ <input type="text"/>	% <input type="text"/>
Total WBE Direct	\$ <input type="text"/>	% <input type="text"/>	Total WBE Indirect	\$ <input type="text"/>	% <input type="text"/>

Bidder/Proposer’s M/WBE Liaison (if other than the submitter of the Schedule):

(Name, phone & email address)

Affidavit of Bidder/Proposer:

I affirm that I have personally reviewed the material and facts set forth herein describing the Bidder/Proposer’s plan to achieve the City Colleges of Chicago’s MBE/WBE goals and that to the best of my knowledge the information contained herein is true and no material facts have been omitted. Additionally I understand that material misrepresentation will be grounds for contract termination if the Bidder/Proposer is so selected and will be subject to all laws relative to false statements.

On this _____ day of _____, 20____, the

(Title of Affiant) (Name of Company)

appeared before me to acknowledge the execution of the terms contained herein.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE C

Letter of Intent to Perform as Subcontractor,
Subconsultant and/or Material Supplier

Project Name and Number:

From:

(Name of Certified Firm/ MBE or WBE)

MBE


WBE

To:

(Name of Bidder/Proposer)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

a Sole Proprietor a Corporation a Partnership a Sub-contractor

a Supplier a Consultant a Joint Venture  → *If proposing a Joint Venture with an MBE or WBE, submit Schedule C-2*

The undersigned is prepared to provide the following described service(s) and or goods in connection with the above-named project:

The above described service(s) or goods from the above-named certified MBE or WBE are offered for the following price, with terms of payment as stipulated in the Contract Documents, provided below:

Price \$ % of Bidder/Proposer contract

Terms of Payment:

If more space is needed to add additional scopes of services or more fully describe the certified MBE or WBE firm's proposed scope of work and/or payment schedule, please attach additional sheet(s).

Sub-Contracting Levels

If the MBE or WBE firm **will not** be sub-contracting any of the work described in this Schedule, a zero (0) **must** be filled in each blank below in order for the form to be considered complete.

% of the dollar value of the certified MBE/WBE subcontract will be sublet to non-MBE contractors.

% of the dollar value of the certified MBE/WBE subcontract to other certified MBE/WBE contractors.

NOTE: If more than 10% percent of the value of the certified MBE or WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet **must** be provided on a separate sheet on the firm's letterhead.

The undersigned hereby affirms:

- The **current** MBE or WBE status of the undersigned is confirmed by the attached Letter(s) of Certification.
- A formal agreement for the above work will be executed with the Prime Contractor, contingent upon their receipt of a contract award notification from the City Colleges of Chicago, within five (5) working days of said notice.
- The undersigned understands that any misrepresentation of the information contained herein may be grounds for terminating any resulting subcontracts and could result in the pursuit of action relative to local, state and/or federal laws regarding false statements.

By: _____
Print Name of MBE or WBE Firm

Printed Name & Signature of MBE or WBE's Authorized Representative

Date

On this _____ day of _____, 20____, the

(Title of Affiant)

(Name of Company)

appeared before me to acknowledge the execution of the terms contained herein.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

Please complete this form in its entirety with the specific information requested (consistent referral to the joint venture agreement will be unacceptable). A copy of the Joint Venture agreement and the letters of certification for each MBE or WBE Joint Venture partner must be attached.

Project Name and Number:

A. Joint Venture Name:

Address:

Phone:

Contact:

B. MBE or WBE Joint Venture Partner:

MBE WBE Certifying Agency(s)

Address:

Phone:

Contact:

C. Non-MBE/WBE Joint Venture Partner:

Address:

Phone:

Contact:

D. Ownership of Joint Venture

	MBE/WBE Partner %	Non-MBE/WBE %
MBE / WBE ownership of the joint venture	<input type="text"/>	<input type="text"/>
Profit	<input type="text"/>	<input type="text"/>
Loss	<input type="text"/>	<input type="text"/>
Capital contribution	<input type="text"/>	<input type="text"/>
Capital contribution	\$ <input type="text"/>	\$ <input type="text"/>
Equipment contribution	Attach a list of equipment being provided by each Joint Venture partner on a separate sheet of paper.	
Other ownership interests	Attach a list of ownership interests of each JV partner that may restrict or limit the participation in the JV being formed for this project.	

E. Control of Joint Venture

Indicate which Joint Venture partner is responsible for the activities noted below and notate if there are any limitations or restrictions.

Activity	Name of responsible Joint Venture Partner	Comments (restrictions or limitations)
JV check signing		
Authority to enter contracts on behalf of the JV		
Obligate the JV for insurance, bonding and/or other financial commitments		
Accounting		
Major purchases		
Negotiation and signing labor agreements		
Supervise field operations		
Estimating		
Engineering		
Hire JV personnel		
Submit JV payrolls		

F. Joint Venture personnel

Indicate the approximate number of employees needed to perform the work of the joint venture and the approximate number of employees that will be contributed by each partner and if any will be hired directly by the JV:

Trade	Non-M/WBE JV Partner (#)	MBE/WBE JV	Joint Venture (indicate if new hire or if employed by which partner)

The undersigned hereby affirms:

- The **current** MBE or WBE status of the undersigned is confirmed by the attached Letter(s) of Certification.
- A formal agreement for the above work will be executed with the Prime Contractor, contingent upon their receipt of a contract award notification from the City Colleges of Chicago, within five (5) working days of said notice.
- The undersigned understands that any misrepresentation of the information contained herein may be grounds for terminating any resulting subcontracts and could result in the pursuit of action relative to local, state and/or federal laws regarding false statements.

By: _____
Print Name of MBE or WBE Joint-Venture Partner

Printed Name & Signature of MBE or WBE's Authorized Representative Date

By: _____
Print Name of non-MBE/WBE Joint Venture Partner

Printed Name & Signature of non-MBE/WBE Joint Venture Partner's Authorized Representative Date

On this _____ day of _____, 20____, the

(Title of Affiant) (Name of Company)

appeared before me to acknowledge the execution of the terms contained herein.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

NOTE: Please refer to the attached instructions regarding the Good Faith Efforts required to support a waiver request.

To: City Colleges of Chicago Office of M/WBE Contract Compliance

Re: **Request for waiver from the City Colleges of Chicago MBE/WBE Contract Participation Plan**

The undersigned respectfully requests a waiver of the City Colleges of Chicago's M/WBE Contract Participation Plan as detailed below. The request is made with the express understanding that the approval is not automatic and the circumstances and supporting documentation will be reviewed accordingly.

Project Name & Number:

Type of waiver: Full MBE (25%) Partial MBE (percentage to be waived) %
 Full WBE (7 %) Partial WBE (percentage to be waived) %

Reason for waiver:

- Sole Source Manufacturer
- Distributor – No Subcontractors
- Limited subcontracting opportunities
- Other

Submitted by:  Michael Pohorylo, Deputy General Counsel
 Signature and Title of authorized representative

Name of Bidder/Proposer Company

For CCC use

Granted: Full MBE Partial MBE Full WBE Partial WBE

Denied: Insufficient supporting documentation Sufficient pool of direct M/WBE vendors

User Department concurrence (for scope issues): _____

CCO initials/date: _____ Compliance Director / Date _____

Instructions regarding Good Faith Efforts for supporting a waiver request:

In addition to completing the Schedule D document, the Bidder/Proposer must provide a detailed narrative citing the reason they are seeking a waiver of the MBE/WBE Plan. The narrative must include reference to and attachments (where appropriate) of the following:

- a) Attendance at the Pre-bid/proposal conference.
- b) The Bidder/Proposer's supplier diversity policies regarding the utilization of MBE and WBE firms, plus a description of the procedures used to carry out those policies.
- c) Advertisement in trade association newsletters and minority-oriented and general circulation media for specific sub-bids/proposals.
- d) Timely notification of available sub-bids/proposals to minority and women assistance agencies and associations.
- e) Description of direct negotiations with certified MBE and WBE firms for specific sub-bids/proposals, including:
 - o Names, addresses and telephone numbers of certified MBE and WBE firms contacted;
 - o A description of the information provided to certified MBE and WBE firms regarding the portions of the work to be performed; and
 - o The reasons why additional certified MBE and WBE firms were not obtained in spite of negotiations.
- f) A description of the efforts made to select portions of the work proposed to be performed by certified MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the Contract) in order to increase the likelihood of achieving such participation.
- g) A detailed statement of the reasons for the Bidder/Proposer's conclusion that each certified MBE and WBE contacted, were not qualified.
- h) Efforts made by the Bidder/Proposer to expand its search for certified MBE and/or WBE firms beyond usual geographic boundaries.
- i) General efforts made to assist MBE and WBE firms to overcome barriers in the marketplace.

City Colleges of Chicago 2023 Clarification Statement to Schedule D

Blackboard has certified resellers and sub-contractors, including small businesses and minority owned businesses, that we engage with when appropriate, including in our U.S. Government sector. If applicable for a given offering, we would train MWBE and small business firms that we could leverage to assist with implementation and training for Ally.

Additionally, Blackboard has a DEIB council and working group and has built a DEIB program to fit an organization with our global footprint. We envision that the future our program will include a vendor/supplier/subcontractor diversity component. As part of our DEIB program, we have held multiple listening and/or learning sessions have rolled out a variety of trainings. We also provide training and continue to develop internal programs that celebrate our company's diversity.

Our Corporate Diversity Statement follows:

CORPORATE DIVERSITY STATEMENT

Blackboard is made up of a Diverse, Global Team on a Mission to Advance Learning.

Blackboard sits at the intersection of education and technology – two powerful tools that can be used to open doors, expand minds, and change lives. Our mission is to advance learning together with the world's education community, so that all learners, educators, and institutions can realize their goals today and prepare for tomorrow.

We believe that learning is for everyone, including ourselves. We also believe that having a diverse, global workforce makes us stronger as a team and enhances our ability to drive innovation and quality service. That's why we strive to foster an environment in which all employees feel valued, supported, and included so that they can be at their best when engaging with one another, our partners, and our clients, as we work to deliver solutions that meet the unique needs of the communities we serve.

This approach, coupled with our values of integrity, excellence, innovation, and accountability is grounded in the desire to drive enduring and transformational change within our organization and the global education community.



RE: ANTOLOGY SOLE SOURCE MANUFACTURER CERTIFICATION

To Whom it May Concern,

Anthology Inc. (f/k/a Campus Management Corp.) and its affiliated companies Anthology Inc. of NY (f/k/a Campus Labs, Inc.), Anthology Inc. of Missouri (f/k/a iModules Software Inc.), Blackboard Inc, Blackboard International B.V., Blackboard do Brasil Serviços de Tecnologia em Educação LTDA, Bb Tecnología México S. De R.L. De C.V., and Blackboard Korea Co., Ltd (collectively, “Anthology”) licenses the non-exclusive use of the following products and services to organizations, colleges and universities and is the sole source manufacturer for the following solutions.

Anthology Products and Services	Blackboard Products and Services
• Anthology Academic Economics	• Blackboard Ally
• Anthology Apply	• Blackboard Analytics / Intelligence
• Anthology Chat	• Blackboard Learn Software (including the Blackboard Course Delivery, Community Engagement, Content Management and Outcomes Assessment)
• Anthology Course Evaluations	• Blackboard Learn SaaS
• Anthology Course Evaluations w/ IDEA	• Blackboard Mobile
• Anthology Digital Assistant	• Blackboard Managed Hosting Services
• Anthology Encompass	• Blackboard Predict
• Anthology Engage (Admin Branch, API, Budget, Elections, Card Swipe, Paths, Room and Resource, Event Check in App, Org Accounting, Service Management)	• Blackboard Professional Services
• Anthology Enterprise	• Blackboard Reporting Framework
• Anthology Finance & HCM	• Blackboard SafeAssign
• Anthology Insight (Connecters, Beacon)	• Blackboard Student Services
• Anthology Institutional Effectiveness (Accreditation, Baseline, Outcomes Planning, Program Review)	• Blackboard Technical Support Services
• Anthology Occupation Insight	• Blackboard Training Services
• Anthology Milestone	
• Anthology Payroll	
• Anthology Portfolio	
• Anthology Raise	
• Anthology Reach	
• Anthology Student	
• Anthology Student Verification	
• Anthology Succeed	

Please contact your Anthology Sales Representative if you need further assistance.

Sincerely,

Michael Pohorylo
Deputy General Counsel