

Sole Source/Bid Waiver Justification

Below are the following Sole Source /Bid Waiver Criteria. If your purchase does meet any of the following criteria, please Sheila Johnson, District Director of Business and Procurement Services for further instruction via email at sjohnson3@ccc.edu or phone (312) 553-3336.

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 states generally do not permit non-competitive procurements by statute, exceptions are allowed where competition is not feasible.

Examples of acceptable exceptions from the competitive procurement process may include:

- 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 or offeror for that item.
- A CCC preference for a brand 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 of a good or service.

What are acceptable considerations for sole source procurements?

CCC reasons for sole sources vary greatly but should fall within the following:

- Only one known source that can provide the commodity or service.
- Unique source (commodity/service is unique/special in nature)
- 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.

Sole Source/Bid Waiver Justification Application

Name of Requestor: Angela Winters-Harmon
 Department/School: Online Learning Department-DO
 Project Title: Digital Annotation

Email Address: awintersharmon@ccc.edu
 Bulletin or Reference Number: _____
 Vendor: Hypothesis

Value of Initial Term, or if a Renewal, Value of this Renewal: \$ 75,000 Actual Estimated
 (Attach the proposal received)

Number of Potential/Remaining Renewals: 2

Length of Each Renewal in Months: 12

Value of All/Remaining Renewals: \$ 50,000

Choose one of the following:

- New Sole Source
 Sole Source Renewal
 Change Order or Amendment to an Existing Sole Source

Provide a description of the supplies or services required: Hypothesis—the collaborative annotation tool that's set up to work within Brightspace in all course modalities at the City Colleges of Chicago—allows faculty and students to engage in a conversation layer over the entire web, without needing implementation by any underlying site.

Select the Type of Funding to be Used: Educational Funds Capital Funds Grant Funds
 Other (Explain): _____

This purchase is economically only available from a single source because it is:

- | | |
|--|---|
| <input type="checkbox"/> Art or Entertainment Services or Athletic Events | <input type="checkbox"/> Items Are Needed for Trial Use or Testing |
| <input checked="" type="checkbox"/> Compatibility with Existing/current Equipment, Accessories, Replacement Parts or Service | <input type="checkbox"/> Media for Advertising |
| <input type="checkbox"/> Critical Changes to the Existing Contract Are Necessary and Best Accomplished by the Original Contract Holder | <input type="checkbox"/> Organization Memberships (Dues, Fees, Conference Charges Including Mandated Travel and Related Expenses) |
| <input type="checkbox"/> Federal/CCC Grant Requires Contract with Vendor (attach Grant Award Agreement) | <input type="checkbox"/> Public Utility Regulated Services |
| <input type="checkbox"/> Item is Copyrighted or Patented and the Item is Only Available From the Holder – Copyright or Patent Number(s): _____ | <input type="checkbox"/> Radio and Television Broadcast Rights |
| | <input type="checkbox"/> Software License/Upgrade/Maintenance |
| | <input type="checkbox"/> Other (Explain): _____ |

Has CCC purchased these supplies/services in the past? Yes No

If yes, STARTING WITH THE MOST RECENT CONTRACT AND WORKING BACKWARD, for the entire relationship with this vendor for this supply or service, list each term, value, short description and type of procurement of each:

Term	Term From:	Term To:	Value	Description	Vendor Selection
One	January 1, 2022	June 30, 2022	\$3000 for 600 users	Digital annotation tool	Hypothesis
Two					
Three					
Four					
Five					
Six					
Seven					
Eight					
Nine					
Ten					

If more than 10 years, explain: _____

Business Rationale

1. Provide a detailed explanation of the need for the supplies or services: Annotating directly on a text creates digital discussion. These types of connections lead to higher retention in online courses because students are more highly engaged in the learning.
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: Hypothesis is compatible with Brightspace and is designed for students in higher education.
3. If professional services, what are the unique qualifications this vendor possesses? Provide specific, measurable factors/qualifications: _____
4. Were alternative supplies or services evaluated? Yes No If yes, what were they and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility: This tool was selected by faculty, but I investigated Kami, InsertLearning and Scrible. Kami and InsertLearning submitted quotes, while Scrible opted not to submit any information to us. All of these companies use Google Chrome extensions.
 - b. If no, why were alternatives not evaluated? Similar annotation tools do not exist that integrate into Brightspace.
5. What efforts were made to get the best possible price? The vendor provided us with a quote lower than our FTE for unlimited use through negotiations.
6. Will this purchase obligate the CCC to this vendor for future purchases such as maintenance, licensing or continuing need? Yes No
 - a. If yes, please provide details regarding future obligations and/or needs: Over the course of time, Hypothesis has been used in 70 courses by 58 faculty members and almost 1200 students have used the tool. Faculty have reported high success rates. Several credit courses including Adult Ed are utilizing the tool with much success.
7. Why is the price for this purchase considered to be fair and reasonable? The \$25,000 per year price tag allows for unlimited users. Users include faculty and students. We have bypassed 600 users to date, which is the current contracted number. With unlimited usage, CCC can encourage more users.
8. If this is a renewal, describe why circumstances are such that competitive selection is still not an alternative since awarding the original contract: Faculty at HWC, MXC, OHC and TRC are actively using Hypothesis in their courses now.
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? CCC would have to remove Hypothesis from 70 courses and 518 assignments. As a result, faculty would have to update their online courses.

Please see the attached document for more information.

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

Signed by:

Angela Winters-Harmon

Angela M. Winters-Harmon

4/25/2022 | 3:32:22 PM CDT

Department/College Representative Signature

Printed Name

Date

Keri A Hornet

Keri Hornet

4/25/2022 | 3:37:14 PM CDT

Department/College Representative Signature

Sara Baber

Sara Baber

4/25/2022 | 3:36:00 PM CDT

VC/College President Signature

Printed Name

Date

CPO Approval and Signature Required

Additional Business Rationale for Hypothesis as Sole Source

Hypothesis allows faculty and students to engage in a real-time conversation layer over the entire web that works everywhere, without needing implementation by any underlying site. Using annotation, Hypothesis enables sentence-level note taking or critique on top of classroom reading, news, blogs, scientific articles, books, terms of service, ballot initiatives, legislation and more.

More than **330 faculty** from all seven colleges in credit, continuing education and Adult Education have been trained how to use Hypothesis in their courses. Many of these faculty have added Hypothesis to their courses so students can use the digital annotation tool to collaborate on assignments to analyze OCR digital texts across the web, including standard web pages, PDFs, and documents. This is accomplished by integrating Hypothesis into Brightspace.

Two of the major benefits of having Hypothesis integrated into Brightspace are:

1. It allows the almost **1,200** students now using Hypothesis from **Harold Washington College, Malcolm X College, Olive-Harvey College, and Truman College**, as well as a number of students enrolled in **Adult Education** at a few of the colleges, to complete one of their **520** assignments within one of their **70** courses through the learning management system. The integration within the learning management system gives students the opportunity to navigate their course(s) with better ease and locate the assignment within the course to better engage with their classmates and instructor.
2. It allows faculty to grade students' work in the Gradebook in Brightspace with greater ease than other tools because the other tools do not offer this feature. The **58 faculty** who are using Hypothesis now, enjoy having the Gradebook connected to the Hypothesis assignments because they can assess their students' comprehension of the material within the course without having to go to an external source and review assignments. Faculty have commented that they like having Hypothesis integrated into Brightspace because it helps them engage with their students more in the assignment, instead of spending that time trying to grade.

All the other digital tools that were contacted require an extension like Google Chrome, so students would have to go to an external source to complete assignments. The challenges that occur when using the Google Chrome extension are:

1. Faculty are not able to automatically grade student's work in the Gradebook if they use Chrome extension because it does not integrate into the D2L Brightspace learning management system. According to the faculty members who piloted Hypothesis, they liked that they could create a grading rubric in the Brightspace Gradebook with Hypothesis, instead of spending time manually grading assignments. The time they saved on manually grading assignments allowed them to engage with their students in the course by adding their own questions and comments to their students' comments and questions to encourage critical thinking and application to theory. This interaction contributed to a deeper and richer teaching and learning experience.

2. Technical issues may occur, such as a broken link or a lost assignment. Instructors are leery of using external sites for assignments because they may not be able to manage their assignments with as much ease or security.
3. A plagiarism tracker will have to be added to any tool that uses the Chrome extension to ensure students are not utilizing others' statements, opinions and insights as their own. Turn-It-In already is installed in Brightspace to keep track of potential plagiarism. Having to install this application to the Chrome extension tool may be a cumbersome process and require additional financial resources to cover the cost of adding the plagiarism tracker to the Google Chrome extension.

The first tool that was explored in addition to Hypothesis was **InsertLearning**. InsertLearning is a digital annotation tool that uses a Chrome extension. Unfortunately, the technical support and training are not tailored to our specific needs. This company is not prepared to engage with higher education institutions because it does not integrate into any learning management system. As a result, faculty will not have the ability to evaluate students' work and grade the work with ease in Brightspace.

The second software overlay that appears to be like Hypothesis is **Kami**. Kami is a digital annotation tool designed for a Google workspace. This application is not designed to be integrated into D2L Brightspace, either. That said, faculty will not be able to appropriately view or evaluate students' work in Brightspace. This will become burdensome for faculty utilizing the tool.

The third and last tool, **Scribble**, indicated that they, too, use a Chrome extension in the Google classrooms, and at this time do not have any plans to offer integration into Brightspace.

To my knowledge, there **are not any other digital tools** used in the traditional, asynchronous online courses that utilize Google Chrome extension. Online Learning works very closely with Academic Technology to ensure that we can integrate as many digital tools into Brightspace as possible to enhance the online learning experience.

Another digital annotation tool that does integrate into Brightspace, **Perusall**, was not considered because **the selection of Hypothesis was faculty led**. Professor Erica McCormack from the Humanities department at Harold Washington College selected this tool and introduced it to her colleagues across all seven colleges. Since it was introduced to faculty in Spring 2021 through a trial period, it has gained momentum each semester in a plethora of disciplines. For instance, faculty in the biological sciences have started utilizing Hypothesis in the Spring 2022 semester. Those faculty have reported a higher level of engagement in the course with the addition of Hypothesis.

The same holds true for **eComma**. Faculty members from across the district did not consider eComma as a possible vendor to provide digital annotation services. Additional research on this digital annotation tool has revealed that eComma, which was created at the University of Texas at Austin (UTA), works better with Canvas than other learning management systems. UTA is still working to better integrate eComma into other learning management systems, so that it functions

properly. With this in mind, it is prudent for CCC to steer clear of digital tools that may pose Brightspace integration problems because our students will not be able to truly reap the benefits of the tool, if the students encounter technology challenges.

Moreover, the faculty from across the district have agreed that Hypothesis is the annotation tool they wish to continue to utilize in their traditional, asynchronous online and online live classrooms.

As a result, Malcolm X, Harold Washington, and Online Learning have invested time and effort training faculty and integrating Hypothesis into a number of new online and online live courses.

Finally, based on the above information, it appears that Hypothesis seems to be one of the few digital annotation tools in the market that seamlessly integrates into D2L Brightspace, and that our CCC faculty champion as an outstanding learning resource. On top of that, Hypothesis offers continuous training and technical support at no additional charge, which a number of faculty members have taken to effectively use the tool in their course(s).

In conclusion, if CCC were not able to grant a sole source agreement for Hypothesis, the **70 courses, 520 assignments, and 27,165 notes** would need to be replaced by another source. Additionally, more than **330 faculty** would have to be trained on a new annotation tool. These instructors would have to format their numerous assignments to accommodate a new tool.

HYPOTHESIS LMS RENEWAL ORDER FORM

Subscriber:	The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois
Services:	Hosting of the Hypothesis annotation service on behalf of The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, as described in the Hypothesis LMS Subscription Statement of Work (see Attachment A).
Supported Environment:	Hypothesis LMS app functions within a modern web browsing environment: A version of Chrome, Firefox, Safari or Microsoft Edge released within the last 12 months.
Limitations on the Use of the Services:	The number of authorized users covered under this Agreement is unlimited.
Renewal Term:	36 months beginning on July 1, 2022 and ending on June 30, 2025.
Fees and Invoice Schedule:	<p>Fee for Renewal Term is as broken down below:</p> <p>Fee for Year 1 (07/01/2022 - 06/30/2023) is \$25,000.00 USD, to be invoiced on July 1, 2022, with payment due net 60.</p> <p>Fee for Year 2 (07/01/2023 - 06/30/2024) is \$25,000.00 USD, to be invoiced on July 1, 2023, with payment due net 60.</p> <p>Fee for Year 3 (07/01/2024 - 06/30/2025) is \$25,000.00 USD, to be invoiced on July 1, 2024, with payment due net 60.</p> <p>Subscriber shall have the option to renew this Agreement for two (2) additional years for terms beginning on July 1, 2025 and July 1, 2026, respectively, at the rate of \$25,000.00 USD per year for unlimited users.</p>

This LMS Renewal Order Form is by and between Annotation Unlimited, PBC (“[Hypothesis](#)”) and the entity listed as Subscriber above, and is governed by the Terms and Conditions of Hypothesis Services [Agreement](#) between Subscriber and Hypothesis dated November 11, 2021 (“[Terms and Conditions](#),” along with this Order Form, collectively, the “[Agreement](#)”). Except as otherwise defined herein, all capitalized terms used in this Order Form shall have the meanings attributed to them in the Terms and Conditions, which are hereby incorporated by reference into this Order Form.

Hypothesis and Subscriber have caused this Agreement to be executed by their duly authorized representatives as of the date of the later signature below (“[Effective Date](#)”).

ANNOTATION UNLIMITED, PBC

THE BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS

2261 Market Street, #632
San Francisco, CA 94114

180 N. Wabash Ave., Suite 200
Chicago, IL 60601

By: _____

By: _____

Name: Daniel G. Whaley

Name:

Title: CEO

Title:

Date: _____

Date: _____

Attachment A

LMS Subscription Statement of Work (SoW)

Hosting of the Hypothesis annotation service on behalf of The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, as described below will include the following services.

Hypothesis LMS Services Agreement

Hypothesis and Subscriber agree to enter into a services agreement whereby Hypothesis will deploy and host Subscriber's Hypothesis annotation services on their behalf.

Hypothesis Commitments:

Following the standard Hypothesis product Service Level Agreement described at <https://web.hypothes.is/sla/>, and in force as of the beginning of the Initial Term, Hypothesis will provide:

- A hosted, supported platform to deliver capabilities for collaborative, digital annotation on course materials via integration with the Subscriber's learning management system.
- Documentation and assistance to ensure successful integration with the Subscriber's learning management system.
- Tier 2 technical support, including access to Hypothesis team members for technical questions and guidance on the software (architecture, applications, etc.). Tier 2 means that Hypothesis provides support to Subscriber's staff (administrators and instructors).
- Tier 2 training support, including access to Hypothesis team members for training related to the software. Tier 2 training support means that Hypothesis provides training and materials to the Subscriber's staff (administrators and instructors)

Subscriber Commitments:

In support of the Hypothesis annotation services, Subscriber agrees to the following:

- To provide adequate support services sufficient to handle technical questions and guidance for their users.
- To provide adequate training services sufficient to handle the training of their users.
- To incorporate Hypothesis annotation as a recommended offering within academic technology at Subscriber.
- To promote Hypothesis annotation at Subscriber's institution as an offering that can increase student engagement and lead to overall student success.
- To join and collaborate with the AnnotatED community to support student success through the development and spread of social annotation.

Annotation Unlimited, PBC

2261 MARKET ST. #632, SAN FRANCISCO, CA 94114

Date:

January 13, 2022

Quote

Prepared for City Colleges of Chicago
Loree Buchan +1 519 322 2920

DESCRIPTION OF WORK			SUB TOTAL
Hypothesis LMS Services Subscription Renewal Agreement Service Period: July 1, 2022 - June 30, 2023 (12 months) Coverage for unlimited users (students or instructors) during the Service Period. Fee for Service Period (07/01/2022 - 06/30/2023) is \$25,000.00 USD. Subscriber to be invoiced on July 1, 2022, with payment due net 60.			USD \$25,000.00
		GRAND TOTAL	USD \$25,000.00

QUOTE PREPARED FOR:

City Colleges of Chicago
180 N. Wabash Ave., Suite 200
Chicago, IL 60601

VENDOR INFORMATION:

Annotation Unlimited, PBC
Account # 3302702346
Routing # 121140399
SWIFT/Bank Identification Code (BIC) # SVBKUS6S
Bank: Silicon Valley Bank
3003 Tasman Drive, Santa Clara, CA 95054, USA

Check Remittance Address:
Annotation Unlimited, PBC
DEPT LA 25224
PASADENA, CA 91185-5224

APPROVED BY

NAME _____

FOR _____

DATE _____

Annotation Unlimited, PBC

2261 MARKET ST. #632, SAN FRANCISCO, CA 94114

Date:

January 13, 2022

Quote

Prepared for City Colleges of Chicago
Loree Buchan +1 519 322 2920

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		GRAND TOTAL	USD \$25,000.00

QUOTE PREPARED FOR:

City Colleges of Chicago
180 N. Wabash Ave., Suite 200
Chicago, IL 60601

VENDOR INFORMATION:

Annotation Unlimited, PBC
Account # 3302702346
Routing # 121140399
SWIFT/Bank Identification Code (BIC) # SVBKUS6S
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3003 Tasman Drive, Santa Clara, CA 95054, USA

Check Remittance Address:
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		GRAND TOTAL	USD \$25,000.00

QUOTE PREPARED FOR:

City Colleges of Chicago
180 N. Wabash Ave., Suite 200
Chicago, IL 60601

VENDOR INFORMATION:

Annotation Unlimited, PBC
Account # 3302702346
Routing # 121140399
SWIFT/Bank Identification Code (BIC) # SVBKUS6S
Bank: Silicon Valley Bank
3003 Tasman Drive, Santa Clara, CA 95054, USA

Check Remittance Address:
Annotation Unlimited, PBC
DEPT LA 25224
PASADENA, CA 91185-5224

APPROVED BY

NAME _____

FOR _____

DATE _____

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:

Annotation Unlimited, PBC

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:

2261 Market Street, #632

San Francisco, CA 94114

C. Telephone: (415) 295-5689 **Fax:** _____ **Email:** contracts@hypothes.is

D. Name of contact person: Peg Fowler

E. Federal Employer Identification No. (if you have one): 83-4070456

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):

Hypothesis LMS Subscription

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
<u>Daniel G. Whaley</u>	<u></u>
<u>Doug Derwin</u>	<u></u>
<u>Sean Regan</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

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
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

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
Daniel G. Whaley,	2261 Market Street, #632, San Francisco, CA 94114,	>7.5%
Doug Derwin,	188 Minna Street, #25F, San Francisco, CA 94105,	>7.5%

(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: 9/24/21

ANNORATION UNLIMITED, PBC
(Print or type name of Disclosing Party)

By: [Signature]
(sign here)

DANIEL G. WALKER
(Print or type name of person signing)

(Print or type title of person signing)

See Attached CA Notarial
Language for Public Notary:
Mark Bennett
Commission # 2220757

State of _____

County of _____

Signed and sworn to before me on (date) _____, by _____.

Notary Public.

Commission expires: _____



GOLDEN GATE NOTARY & APOSTILLE



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN FRANCISCO)
On 9 / 24 / 2021 before me, Mark Anthony Bennett, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared DANIEL G WHALEY
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.
Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer - Title(s): _____ Corporate Officer - Title(s): _____
 Partner - Limited General Partner - Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

Golden Gate Mobile Notary & Apostille

PO Box 717, San Francisco, CA 94104 | goldengatenotary.net | (415) 318-0163

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:

Annotation Unlimited, PBC

(Company Name)

Dan Whaley, CEO



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

located at: **2261 Market Street, #632, San Francisco, CA, 94114**

(Address, City & Zip)

and I can reached at **(415) 295-5689** or via email at **contracts@hypothes.is**
(phone number)

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

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/> (100% credit)	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services:		

SCHEDULE A
MBE / WBE Goal Implementation Plan

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE <input type="checkbox"/> Supplier <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services:		

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE <input type="checkbox"/> Supplier <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services:		

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE <input type="checkbox"/> Supplier <input type="checkbox"/> WBE <input type="checkbox"/>	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services:		

Total MBE Direct	\$	%	Total MBE Indirect	\$	%
0	0	0	0	0	0
Total WBE Direct	\$	%	Total WBE Indirect	\$	%
0	0	0	0	0	0

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

(Please print—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.

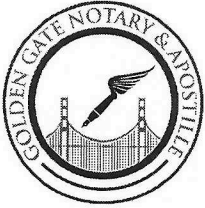
IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

**See Attached CA Notarial
Language for Public Notary:
Mark Bennett
Commission # 2220757**

(Signature of Notary Public)

My Commission Expires: _____

(Seal)



GOLDEN GATE NOTARY & APOSTILLE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN FRANCISCO)
On 9 / 24 / 2021 before me, Mark Anthony Bennett, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared DANIEL WHALEY
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

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PO Box 717, San Francisco, CA 94104 | goldengatenotary.net | (415) 318-0163



SCHEDULE D—WAIVER REQUEST

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: Dan Whaley, CEO
Name and Title of authorized representative

Annotation Unlimited, PBC
Name of Bidder/Proposer Company

For CCC use only:

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 _____

anno.co

September 23, 2021

City Colleges of Chicago
30 E Lake St
Chicago, IL 60601

To Whom It May Concern,

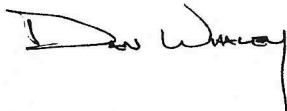
This letter confirms that the digital annotation service known as Hypothesis is designed, developed, provided, sold, and supported exclusively by Annotation Unlimited, PBC, a Delaware Public Benefit Corporation.

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If you would like additional information, please contact Jeremy Dean, VP Education, at jeremydean@hypothes.is or visit our website at <https://hypothes.is>.

Thank you for your interest.

Sincerely,

A handwritten signature in blue ink that reads "Dan Whaley". The signature is written in a cursive style with a long, sweeping tail on the "y".

Dan Whaley
CEO