



**DEPARTMENT OF PROCUREMENT SERVICES  
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION**

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled "Instructions for Non-Competitive Procurement Application" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

<b>Department</b>	<b>Originator Name</b>	<b>Telephone</b>	<b>Date</b>	<b>Signature of Application Author</b>
50 Family and Support Services	Kevin Givens	312-746-8534	4/8/2022	
<b>Contract Liaison</b>	<b>Email Contract Liaison</b>	<b>Telephone</b>		
Altha Riley	altha.riley@cityofchicago.org	312-743-0736		

**List Name of NCRB Attendees/Department**

Altha Riley-DFSS  
Nicole Latimer Williams - DFSS

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

**Company:** EX3  
**Contact Person:** Adam Wisniewski  
**Phone:** (800) 277-1863  
**Email:** Adam Wisniewski <adam@ex3labs.com>

**Project Description:** We are respectfully requesting a sole source contract with EX3 Labs. LLC ( EX3) to provide maintenance and support for the MyChiMyFuture (MCMF) mobile application they developed in 2021 for the Mayor's Office and DFSS to support the access to extra curriculum activities for Chicago's youth. The sole source contract will also allow the City's AIS Department the time needed to identify a long term support model and IT mobile resources to support this mobile application. Additionally the extension will provide critical support for the mobile application that will be launching by April 1, 2022.

This is a request for:

<input checked="" type="checkbox"/> <b>New Contract</b>	<input type="checkbox"/> <b>Amendment / Modification</b>
<b>Contract Type</b>	<b>Type of Modification</b>
<input checked="" type="checkbox"/> <b>Blanket Agreement</b> Term: <u>33</u> (# of mo)	<input type="checkbox"/> <b>Time Extension</b> <input type="checkbox"/> <b>Vendor Limit Increase</b> <input type="checkbox"/> <b>Scope Change</b>
<input type="checkbox"/> <b>Standard Agreement</b>	Contract Number: _____
	Specification Number: _____
	Modification Number: _____

<b>Department Request Approval</b>	<b>Recommended Approval</b>
DEPARTMENT HEAD OR DESIGNEE	BOARD CHAIRPERSON
DATE: <u>4/8/22</u>	DATE: <u>8/24/2022</u>
PRINT NAME: <u>Brandie V. Knezevich</u>	PRINT NAME: <u>Steven M. Loboada</u>

**(FOR NCRB USE ONLY)**

Recommend Approval/Date: \_\_\_\_\_

Return to Department/Date: \_\_\_\_\_

Rejected/Date: \_\_\_\_\_

**Approved**       **Rejected**

CHIEF PROCUREMENT OFFICER

DATE: 8/24/2022



## Project Checklist

Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date: **3/30/2022**

Department Name: **50 - Dept of Family and Support Services**

Requisition No: **465867**      Specification No: **1238252**

PO No: \_\_\_\_\_      Modification No: \_\_\_\_\_

Contract Liaison: **Altha Riley**

Telephone: **312-743-0786**

Email: **altha.riley@cityofchicago.org**

Project / Program Manager: **Kevin Givens**

Telephone: **312-746-8534**

Email: **kevin.givens@cityofchicago.org**

For blanket agreements, original or lead department must consult with other potential departments who may want to participate on the blanket agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source. Note: 1) **Funding**: Attach information if multiple funding lines; 2) **Individual Contract Services**: Include approval form signed by Department Head and OBM; 3) **ITGB**: IT project valued at \$100,000.00 or more, attach approval transmittal sheet.

\*By signing this form, I attest that all information provided is true and accurate.

Contract Liaison Signature: *[Signature]*

**Project Title:** EX3 My Chi My Future application

**Project Description:** DFSS is requesting a sole source contract with EX3 Labs LLC to provide maintenance and support for the My Chi My Future application until December 2024.

**Funding:**

Corporate       Bond       Enterprise       Grant       Other:  
 IDOT/Transit       IDOT/Highway       FHWA       FTA       FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
022	0100	050	2005	9259	220140	000	000000		782,100.00

Check One:

**New Contract Request**

\*By signing below, I attest the estimates provided for this contract are true and accurate.

Project / Program Manager Signature: *[Signature]*

Commissioner/Authorized Designee Signature: *[Signature]*

**Purchase Order Information:**

Contract Term (No. of Months): **33 months**

Extension Options (Rate of Recurrence): **1 one year**

Estimated Spend/Value: **\$782,100.00**

Grant Commitment / Expiration Date:

Pre-Bid/Submittal Conference:  Yes  No

Mandatory       Site Visit

**Purchase Order Type:**

Blanket/Purchase Order (DUR)  
 Master Consultant Agreement (Task Order)  
 Standard/One-Time Purchase

**Procurement Method:**

Bid     RFP     RFQ     RFI  
 Small Order

**Contract Type:**

Architect Engineering     Commodity     Construction     JOC     SBI  
 Professional Services     Revenue Generating     Vehicle & Heavy Equipment  
 Work Service     Joint Procurement     Reference Contract

**Special Approvals Required:**

Emergency  
 Non-Competitive Review Board (NCRB)  
 Request for Individual Contract Services  
 Information Technology Governance Board (ITGB)

**Modification or Amendment**

**Modification Information:**

PO Start Date: \_\_\_\_\_

PO End Date: \_\_\_\_\_

Amount (Increase/Reduction): \_\_\_\_\_

**MBE/WBE/DBE Analysis:** (Attach MBE/WBE/DBE Goal Setting Memo)

Full Compliance       Contract Specific Goals  
 No Stated Goals       Waiver Request

**Modification/Amendment Type:**

Time Extension       Scope Change/Price Increase /Additional Line Item(s)  
 Vendor Limit Increase       Requisition Encumbrance Adjustment  
 Other (specify): \_\_\_\_\_

**Risk Management / EDS**

Insurance Requirements (included)  Yes  No

EDS Certification of Filing (included)  Yes  No

**Vendor Info:**

Name: **EX3 Labs LLC**

Contact: **Adam Wisniewski**

Address: **222 W Merchandise Mart Plaza #1212, Chicago, IL 60654**

E-mail: **adam@ex3labs.com**

Phone: **800-277-1863**

**JUN 16 2022**



**DEPARTMENT OF PROCUREMENT SERVICES  
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION  
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

**Justification for Non-Competitive Procurement Worksheet**

**PROCUREMENT HISTORY**

1. Describe the requirement and how it evolved from initial planning to its present status.

In November 2020 private funds from PNC and Bank of America were raised to fund the development of a mobile app that would allow users to access out of school opportunities available through the MCMF platform. The funds were delivered to the One Chicago Fund which served as the fiscal agent for the funds. The MCMF team started a process to identify a qualified IT company that was Chicago-based with MBE certification. The Mayor's Office team contacted several organizations for recommendations including 1871, Aloa, Techstars, and University of Chicago Booth School of Business. After sourcing several recommendations, the team selected EX3 to build the MCMF app.

In May 2021 the Mayor's Office generated an ordinance presented to City Council for the approval to enter a contract with EX3 Labs LLC (EX3) for the creation of a mobile application to work in conjunction with the MCMF program website hosted by Northwestern University that provides an after-school learning program for CPS students with learner digital portfolios and online activities. The EX3 mobile application provides increased accessibility of the information from the MCMF website to the youth via their mobile devices.

2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.

On December 23, 2021, contract #177882 in the amount of \$250,000 for a term of 6/1/21 - 12/30/22 was executed with EX3 Labs. The scope of the contract covered the development and deployment of the My Chi My Future mobile application. During the period of April 2022 - December 2024 DFSS will develop an RFP to identify a vendor that can continue the maintenance and support for the MCMF application after the expiration of the sole source contract. This NCRB application is a continuation of services from EX3 Labs of work they completed under PO#177882.

3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).

There has been no previous attempt to competitively bid this associated scope of work. The initial contract was approved directly with City Council's approval in May 2021.

4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.

The Mayor's Office team contacted several organizations for recommendations including 1871, Aloa, Techstars and University of Chicago Booth School of Business. After sourcing several recommendations, EX3 was selected to develop the mobile application.

5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?

This is a one time request. DFSS will develop an RFP before the end of FY22.

6 Explain whether or not future competitive bidding is possible. If not, explain in detail.

Future competitive bidding is possible and will occur in later FY22 or earlier FY23.

**ESTIMATED COST**

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?



**DEPARTMENT OF PROCUREMENT SERVICES  
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION  
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

It is estimated that the yearly maintenance and support cost will be \$284,400 per year until December 2024. The contract will be funded using corporate funding.

2. What is the estimated cost by fiscal year?

FY22 - \$213,300

FY23 - \$284,400

FY24 - \$284,400

Total: \$782,100

3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)

The estimated costs were produced based on 1) the lift of the initial design and development phase 2) Anticipated costs from additional desired features such as language updates, hosting and storage, analytics, security, and incident response support. EX3 Labs was the original contractor that performed and executed the research, design, user testing, development, and technical architecture of both the My CHI, My Future iOS and Android Application. Their deep understanding of the project and direct interaction with both youth and adult users as well as key stakeholders make them a logical choice for supporting and maintaining the application lifecycle.

Estimated costs are reasonable because mobile application is a constant moving target that requires a dedicated, experienced team. As of March 8, 2022, Apple announced new device releases, all that need to be considered. The management, design, development, performance monitoring and analytics required to support an application demands an experienced technical team.

4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.

The City has invested \$250,000 with EX3 Labs between FY21 - April 22 for the development of the mobile application. DFSS is in continued discussion with EX3 to reduce the cost of the contract scope and to ensure our business requirements are addressed.

5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

DFSS has negotiated on the price and has adjusted the scope to assist with reducing the proposed cost. The cost is reasonable based on the previous application deliverables and the level of effort that will require to support the application on a daily basis and enhance the application's functionality.

**SCHEDULE REQUIREMENTS**

1. Explain how the schedule was developed and at what point the specific dates were known.

The schedule is based on the need for full application support since the application is currently deployed for public use. EX3 will need to enter the maintenance and support phase of the project in April 2022 in order to support the launch of the application at the end of March 2022.

2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If

**JUN 16 2022**



**DEPARTMENT OF PROCUREMENT SERVICES  
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION  
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.

NA

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical

The delivery schedule is needed for May 2022 due to the fact that the EX3 mobile application will be deployed for public use in May 2022.

4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

Since the EX3 application is scheduled for public use in May 2022, the City needs to rapidly acquire a vendor resource that can support the application. The City needs to ensure that the application will function correctly and have any functionality issues quickly addressed. The RFP process would take at least one year to secure a vendor thus the application would be un-supported during that time frame. The application is part of the MyChiMyFuture program initiated by the Mayor's Office with the goal to provide positive alternative social and educational activities for the youth of Chicago.

**EXCLUSIVE OR UNIQUE CAPABILITY**

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.

EX3 Labs has a highly experienced team including technical, design and development leads that have experience building applications for youth, maintaining both Android and iOS applications and supporting new features analytics and security.

2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?

Yes

3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?

EX3 Labs is highly experience in UX/UI, experience design, prototyping, user-research and focus groups, development of a single code base with the use of Ionic and human-centered design. EX3 has a deep understanding and skills in these areas far beyond the technical experience and ability of any of the vendors in the AIS vendor list. Additionally EX3 proven understading of the knowledge of the Chicago after-school ecosystem is vital to this project,

4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?

EX3 Labs has over 60 different device types within their state-of-the-art Ideation and Testing Lab. Their Quality Assurance process enables assurance across multiple operating systems and user devices. This is critical for an application such as the MyChi, MyFuture application that needs to accommodate a wide audience. The support services provided by EX3 Labs include monitoring app store reviews and responding to incidents. This includes security related issues that municipalities may face, DDOS attacks, etc. The application is supported by key technical platforms such as Ionic and React. The tools are crucial for developing and maintaining the mobile applications on both iOS and Android while maintaining quality. There are also monthly costs associated with these tools

Currently AIS doesn't have any qualified vendors who work on UX/UI, experience design, prototyping, user-research and focus groups, development of a single code base with the use of Ionic and human-centered design. EX3 has a deep understanding and skills in these areas far beyond the technical experience and ability of any of



**DEPARTMENT OF PROCUREMENT SERVICES  
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION  
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

the vendors in the AIS vendor list. Additionally EX3 proven understanding of the knowledge of the Chicago after-school ecosystem is vital to this project,

5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?

There are other vendors with the same capacity as EX3 Labs but it would take several months for a new vendor to be procured and for that same vendor to immediately develop the application support model DFSS needs. Due to current status of the application, having to wait several months to secure a new vendor would place the MyChiMyFuture program in jeopardy.

6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?

NA

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?

NA

8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead. MBE/WBE COMPLIANCE PLAN \*

NA

OTHER

1. M/WBE Compliance Plan - EX3 MBE certification has been approved and they will comply with City's MBE compliance requirements.





## DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

### INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

#### PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

#### ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
2. What is the estimated cost by fiscal year?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

#### SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

#### EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

#### MBE/WBE COMPLIANCE PLAN

\* All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

#### OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

#### REVIEW AND APPROVAL

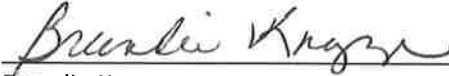
This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.



DEPARTMENT OF FAMILY AND SUPPORT SERVICES  
CITY OF CHICAGO

MEMORANDUM

**To:** Aileen Velazquez  
Chief Procurement Officer  
Department of Procurement Services

**From:**   
Brandie Knazze  
Commissioner  
Department of Family and Support Services

**Subject:** **NCRB Sole Source Contract**  
Vendor: EX3 Labs, LLC

**Date:** April 8, 2022

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The Department of Family and Support Services (DFSS) is requesting a sole source contract with EX3 Labs, LLC (EX3) for a term of 33 months that will allow them to provide maintenance and support of My Chi My Future (MCMF) mobile application EX3 developed for DFSS in between FY21- 22.

In November 2020 private funds from PNC and Bank of America were raised to fund the development of a mobile app that would allow users to access out of school opportunities available through the MCMF platform. The funds were delivered to the One Chicago Fund which served as the fiscal agent for the funds. The MCMF team started a process to identify a qualified IT company that was Chicago-based with MBE certification. The Mayor's Office team contacted several organizations for recommendations including 1871, Aloa, Techstars, and University of Chicago Booth School of Business. After sourcing several recommendations, the team selected EX3 to build the MCMF app.

In May 2021 the Mayor's Office generated an ordinance presented to City Council for the approval to enter a contract with EX3 Labs LLC (EX3) for the creation of a mobile application to work in conjunction with the MCMF program website hosted by Northwestern University that provides an after-school learning program for CPS students with learner digital portfolios and online activities. The EX3 mobile application provides increased accessibility of the information from the MCMF website to the youth via their mobile devices.

On December 23, 2021, contract #177882 with EX3 was executed in the amount of \$250,000 for a term of one year with an option of a one 1-year extension. The current contract end date is December 31, 2022. Under the current contract EX3 completed the application prototyping, planning and initial



development for Phase I and Phase II involves the further development and implementation of the mobile application for a projected deployment date of April 1, 2022. Phase III will be covered by this NCRB application request to allow the EX3 to provide maintenance and support of the application for a term ending December 2024. The sole source contract will cost \$284,400 annually with an end date of December 2024. DFSS and AIS will work together to identify a qualified vendor via a competitive RFP process to support the application during that time frame.

The NCRB submittal is needed due to funding restrictions of the original ordinance which limited DFSS' ability to pay no more than \$250,000 without additional council approval. The amount will not cover the full expenses to sustain the maintenance cost of the MCMF application after the deployment on April 1, 2022. The sole source contract will address a resource need that that we cannot quickly address. Without a comprehensive maintenance and support plan, the application will not receive any additional development and DFSS will not have a method to correct product failure which will result in an unsatisfactory customer experience for the youth using the application as part of the program. With the application deployment set for April 2022, it is critically important that the application maintenance model is active to enable the application to have continued functionality as the youth will be registering for summer programming in the spring of 2022.

A DPS Checklist and supporting documents are included in the NCRB submission packet that will be submitted to the NCRB board.

If you should have questions, please feel free to contact Kevin Givens at 312-746-8534.

Thank you for your consideration of this request.

cc: Jonathan Ernst, DFSS      Altha Riley, DFSS      Rebecca Estrada



CITY OF CHICAGO

DEPARTMENT OF ASSETS, INFORMATION & SERVICES (AIS)

**MEMORANDUM**

**To:** Aileen Velazquez  
Chief Procurement Officer  
Department of Procurement Services

**From:** Sandra Blakemore  
Sandra Blakemore  
Acting Commissioner  
Department of Assets, Information and Services

**Subject:** **Information Technology Governance Board Approval**  
Vendor: EX3 Labs LLC

**Date:** March 29, 2022

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I concur with the Department of Family and Support Services' (DFSS) request to enter a new sole source 33-month contract with EX3 Labs LLC to provide maintenance and support for the third phase of the mobile application project for the My Chi My Future (MCMF) initiative for the DFSS Youth Services Division.

My CHI. My Future. (MCMF) is Mayor Lightfoot's first citywide youth-focused initiative. The vision for MCMF was collectively developed by over 250 organizations and represents the belief that every young person should be connected to engaging, youth-centered out-of-school experiences that help them cultivate their passions, skills, and identities on a pathway to college, career, and life-long learning. This multi-year initiative includes three strategies:

1. Create digital platforms to connect youth to opportunities.
2. Strengthen the local ecosystem of youth-serving organizations in the neighborhoods with the highest crime to ensure all youth are connected and opportunities are equitably distributed; and
3. Build intentional pathways that connect content and topic-based opportunities so youth can see their path forward.

The L3 Platform, developed by Northwestern University, allows MCMF to maximize learning opportunities available to families by connecting hundreds of youth-serving organizations through a single online platform. The mobile application developed by EX3 allows youth access to the MCMF web platform on their mobile phone. EX3 developed the mobile application under

contract #177882 with DFSS in FY21-22, which was approved by the Chicago City Council. The mobile application is scheduled for deployment by April 2022.

EX3 Labs has a highly experienced team including technical, design and development leads that have experience building applications for youth, maintaining both Android and iOS applications, and supporting new features, analytics, and security.

AIS lacks vendors with deep UX/UI experience, including experience design, prototyping, user-research and focus group modeling, and development of a single code base with the use of Ionic and human-centered design. EX3 has an in-depth understanding of these areas, including staff with the requisite skills in these areas that surpasses the abilities of our current vendor pool. Additionally, and significantly, EX3 has a proven understanding of the knowledge of the Chicago after-school ecosystem that is vital to this project. Since EX3 has completed all of the work to date on the MCMF platform, best practices would dictate that the same vendor is used for further development work.

EX3 Labs has over 60 different device types within their state-of-the-art Ideation and Testing Lab. Their quality assurance process is applicable across multiple operating systems and user devices; this is critical for an application such as the MCMF that needs to accommodate a wide audience. The support services provided by EX3 Labs include monitoring app store reviews and responding to security incidents. The application is supported by key technical platforms such as Ionic and React. The tools are crucial for developing and maintaining the mobile applications on both iOS and Android while maintaining quality.

Thank you for your consideration of this request.

cc: Jonathan Ernst, DFSS  
Altha Riley, DFSS  
Kevin Givens, DFSS  
Kurt Peterson, AIS



Kevin Givens  
Deputy Commissioner  
City of Chicago - Department of Family and Support Services  
1615 W. Chicago Ave, Suite 300, Chicago IL 60622

Thursday May 26, 2022

Dear Mr. Givens,

The City of Chicago Department of Family and Support Services launched the My CHI. My Future. (MCMF) initiative on May 23, 2020, with a goal of connecting every young person in Chicago with a meaningful out-of-school time opportunity. To achieve this goal, the City built the website [www.mychimyfuture.org](http://www.mychimyfuture.org), which offers access to virtual programming, events, job opportunities and activities. As of April 2021, more than 15,000 youth have visited the site.

In an effort to increase access to this initiative. The City of Chicago Department of Family and Support Services, began working with EX3 Labs, a local, minority-owned company to design and develop the application with rich features that take full advantage of a user's mobile phone capabilities: location awareness, language translation, notifications and mapping.

The MyCHI. My Future application was launched in April of 2022 and has achieved a 5-star rating in the respective app stores, received praise from the Chicago Community and has been championed by community leaders.

However, launching mobile applications is only part of the process of an application's lifecycle. In order to continue satisfying users, security protocols, new device support and general modernization, applications must be supported and maintained with a team of experienced professionals equipped with the right tools and knowledge.

As a result, EX3 Labs is requesting consideration to be the sole source for maintaining and supporting the MyCHI. My Future mobile application under the following justification:

1. **Legacy Knowledge of the Application** - Having responsibility for the technical architecture of the application, EX3 Lab has the understanding of key areas of how the application was developed and structured for optimal performance.
2. **Expertise in Human-Centered Design** - My CHI. My Future Mobile application serves a diverse audience of Chicago residents. This includes children and users with varying degrees of abilities such as color blindness. EX3 Labs has strong expertise in human-centered design, inclusive design, and accessibility. This means that we spend time understanding and designing for ALL users regardless of their abilities, race or background. In addition, EX3 Labs has built digital experiences that require adherence to the Children's Online Privacy Protection Act (COPPA).

3. **Expertise in Enterprise Application and Modern Delivery** - EX3 Labs has seasoned experts in security, cloud architecture and mobile application best practices in order to continue releasing new features, monitoring performance, analytics and security. These are vital skills required to operate and maintain an application that requires 94%+ uptime.
4. **Efficiency and Cost** - Maintaining a public facing application requires a great variety of skill sets: design, quality assurance, development (iOS and Android), security, DevOps, agile practices, etc. EX3 Labs has expertise in all of these areas. Having one supplier of all of these services is more cost effective and is more efficient from a responsiveness and productivity standpoint.
5. **Multi-Vendor Complexity** - While working with multiple service providers is not uncommon, it can create a level of complexity that can put projects at risk unnecessarily. This is caused primarily due to the various working styles, standards and tools set that each service provider uses. The MyCHI. My Future application should be managed and operated in a manner that reduces risk in order to continue providing an application that is extremely vital to the community.
6. **Custom Code and System Management** - Both the MyCHI. My Future application and the components used to handle features such as language translation are managed within environments that require specific skills as opposed to general skills. Currently, the code is managed in EX3 Labs environment to ease the burden of the City in maintaining this themselves. EX3 Labs has a dedicated team and strong processes in place to handle new feature requests, incident response and system updates.

Please accept this letter as EX3 Labs' official request for sole-source consideration.

Thank you,



**Adam Wisniewski**  
Chief Executive Officer



DEPARTMENT OF FAMILY AND SUPPORT SERVICES  
CITY OF CHICAGO

Date: May 2, 2022  
Re: EX3 Labs Maintenance and Support Scope review

The Department of Family and Support approves the scope of work presented by EX3 Labs LLC covering the maintenance and support of the MyChiMyFuture mobile application. The scope will cover Phase III of the project and will address all areas related to ensuring the application has continued functionality by providing – Maintenance, Hosting, Language Packet implementation, Customer Service, New Integrations and Analytics. Phase III will cost \$284,400 per year with a term of 4/1/2022 – 12/31/2024. The annual cost will cover no more than 30 support hours per month in addition to any hosting, customer support or analytics as needed.

FY22 - \$213,300 - Maintenance, Hosting, Language Packet implementation, Customer Service, New Integrations and Analytics

FY23 - \$284,400 - Maintenance, Hosting, Language Packet implementation, Customer Service, New Integrations and Analytics

FY24 - \$284,400 - Maintenance, Hosting, Language Packet implementation, Customer Service, New Integrations and Analytics

**Contract Cost limit: \$782,100.00, for 33-month term**

Kevin Givens  
Deputy Commissioner of Contracts, IT and Programmatic Monitoring  
May 2, 2022

JUN 16 2022



Kevin Givens - Deputy Commissioner  
City of Chicago - Dept. of Family and Support Services (DFSS)  
1615 W. Chicago Ave, Suite 300, Chicago IL, 60622

Friday, March 11, 2022

Dear Mr. Givens,

EX3 Labs, LLC will provide the following services in connection with the Maintenance project of My Chi. My Future.

Phase III: Support Phase: 15 to 30 support hours per month, application lifecycle management, hosting (Firebase), continuous integration and delivery, performance monitoring, customer support, sentiment analysis, analytics, and maintenance.

Phase III Support and Maintenance would be \$853,200 for 3 years. \$782,100 for the 33-month term. Payment terms are as follows: \$23,700 per month for the first four months, net 30 days upon commencement of Phase III Support. Maintenance: \$63,200 per quarter for 12 quarters, net 30 days upon commencement of the agreement.

Please let me know if you require any additional information.

Thank you,

A handwritten signature in black ink, appearing to read 'Adam Wisniewski', written in a cursive style.

**Adam Wisniewski**  
Chief Executive Officer



## Scope of Work – EX3 Labs LLC

### Projected cost by fiscal year:

FY22 - \$213,300 – Maintenance, Hosting, Language Packet implementation, Customer Service, New Integrations and Analytics

FY23 - \$284,400 - Maintenance, Hosting, Language Packet implementation, Customer Service, New Integrations and Analytics

FY24 - \$284,400 - Maintenance, Hosting, Language Packet implementation, Customer Service, New Integrations and Analytics

**Contract Cost limit:        \$782,100.00, for 33-month term**

### Scope of Work

**1.        Support Hours:**

Monthly hours dedicated to providing app updates and maintenance support.

**2.        Application Lifecycle Management:**

Manage code in versions—tracking revisions and change history to make code easy to review and recover.

**3.        Hosting:**

EX3 Labs will leverage the latest in native app hosting tools to deliver and deploy content quickly and efficiently.

**4.        Language Support:**

EX3 Labs will support the development and release of new languages.

**5.        Continuous Integration and Continuous Delivery:**

Continuous integration leverages a code repository that can run automated tests on code before it's released, while continuous delivery automates the deployment of code to a testing or production environment.

**6.        Quality Assurance & Testing:**

The ongoing testing of the app's design and functionality of features to ensure the quality. This includes testing language translations.

**7.        Continuous Performance Monitoring:**

Monitor issues, bugs, performance and have full, real-time visibility into the health of the app.

**8.        Security Monitoring:**

The regular monitoring of app's security and making/suggesting updates as necessary.

**9.        Incident Response:**

On-call support to handle specific time-sensitive issues related to the applications

**10.      Customer Support + Sentiment Analysis:**

Monitor both app stores for consumer feedback and respond to posts as needed, as well as taking back notes to integrate into app updates.

**11. Active Users:**

Identifying the daily, weekly, and monthly active users plotted over time.

**12. User Engagement:**

User engagement looks at the typical user engagement as well trends over a specified time period.

**13. Retention and Audience:**

Understanding how users are being retained, and gaining better insight into the app's audience, including: location, device types and demographics.

**14. Analytics Report:**

Provide a report of updates to the city including key analytics components.

*Kerrin A. Green*

JUN 16 2022

**SCHEDULE D-1  
Affidavit of MBE/WBE Goal Implementation Plan**

# Updated Pricing - Modern Delivery and Analytics Service Pricing

\*additional hours available upon request as 15 hour increments.

\*\* 33 month term for \$782.1K

Monthly	Yearly	3 Years
<b>\$23.7K</b>	<b>\$284.4K</b>	<b>\$853.2K</b>

**DEVOPS**

<b>Support Hours</b>	Monthly hours dedicated to providing app updates and maintenance support. (Hours do not accumulate)	30 hours / month*	360 hours / year**	990 hours / 3 years**
<b>Application Lifecycle Management</b>	Manage code in versions---tracking revisions and change history to make code easy to review and recover.	Yes	Yes	Yes
<b>Hosting</b>	EX3 Labs will leverage the latest in native app hosting tools to deliver and deploy content quickly and efficiently.	Yes	Yes	Yes
<b>NEW - Language Support</b>	EX3 Labs will support the development and release of new languages and well as the	Yes	Yes	Yes
<b>Continuous Integration and Continuous Delivery</b>	Continuous integration leverages a code repository that can run automated tests on code before it's released, while continuous delivery automates the deployment of code to a testing or production environment	Yes	Yes	Yes
<b>Quality Assurance &amp; Testing</b>	The ongoing testing of the app's design and functionality of features to ensure the quality. This includes testing language translations.	Yes	Yes	Yes
<b>Continuous Performance Monitoring</b>	Monitor issues, bugs, performance and have full, real-time visibility into the health of the app.	Yes	Yes	Yes
<b>Security Monitoring</b>	The regular monitoring of app's security and making/suggesting updates as necessary	Yes	Yes	Yes
<b>Incident Response</b>	On-call support to handle specific time-sensitive issues related to the applications	Yes	Yes	Yes
<b>Customer Support + Sentiment Analysis</b>	Monitor both app stores for consumer feedback and respond to posts as needed, as well as taking back notes to integrate into app updates	Yes	Yes	Yes

**ANALYTICS**

<b>Active Users</b>	Identifying the daily, weekly, and monthly active users plotted over time	Yes	Yes	Yes
<b>User Engagement</b>	User engagement takes a look at the typical user engagement as well trends over a specified time period	Yes	Yes	Yes
<b>Retention and Audience</b>	Understanding how users are being retained, and gaining better insight into the app's audience, including: location, device types and demographics	Yes	Yes	Yes
<b>Analytics Report</b>	Provide a report of updates to the city including key analytics components	Yes (weekly)	Yes (weekly)	Yes (weekly)



DEPARTMENT OF FAMILY AND SUPPORT SERVICES  
CITY OF CHICAGO

MEMORANDUM

**To:** Monica Jimenez  
Deputy Procurement Officer  
Department of Procurement Services

**From:**   
Brandie V. Knazze  
Commissioner  
Department of Family and Support Services

**Subject:** **MBE Compliance for New Sole Source Contract**  
Vendor: EX3 Labs LLC

**Date:** June 14, 2022

---

The Department of Family and Support Services (DFSS) is requesting a sole source 33 month contract with EX3 Labs, LLC (EX3 Labs) from April 1, 2022 - December 1, 2024 with annual contract value of \$284,400 to provide maintenance and support for the MyChiMyFuture mobile application which provides mobile access to extra curriculum activities for Chicago's Youth. The sole source contract will fund Phase III of the project. Phase I and Phase II were funded with private funding from PNC Bank and Bank of America.

On December 23, 2021, contract #177882 in the amount of \$250,000 was executed with EX3 Labs to cover the development of the mobile application. The contract end date is 12/30/22. The current contract was developed with City Councils approval, but the scope is limited to the development of the mobile application and doesn't cover the maintenance and support which is needed to ensure continued functionality of the mobile application. The development of the application concluded on March 30, 2022.

EX3 Lab's certification as an MBE vendor with the City of Chicago is approved and DFSS will monitor EX3 Labs to ensure their compliance with the MBE certification requirements for the term of the requested sole source contract.

Thank you for your consideration of this request.

cc: Jonathan Ernst, DFSS Altha Riley, DFSS



Kevin Givens - Deputy Commissioner  
Chicago Department of Family and Support Services  
1615 W. Chicago Suite 300, Chicago IL 60622

Dear Mr. Givens,

Please accept this letter as notification that the MBE certification for EX3 Labs, LLC is approved by the City's Department of Procurement Services (DPS) and is attached to this letter.

Thank you,

A handwritten signature in black ink, appearing to read 'Adam Wisniewski'.

**Adam Wisniewski**  
Chief Executive Office



CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

**JUN 07 2022**

Adam Wisniewski  
EX3 Labs, LLC  
222 West Merchandise Mart Plaza  
Suite 1212, Office 03.18  
Chicago, IL 60654

Dear Mr. Wisniewski:

We are pleased to inform you that **EX3 Labs, LLC** has been certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This certification will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of June 1<sup>st</sup>**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or

- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**541511 - Computer Programming Services, Custom**

**541511 - Computer Disaster Recovery Services**

**541519 - Software installation Services, Computer**

**541512 - Computer Systems Integration Analysis and Design Services**

**541611 - Administrative Management and General Management Consulting Services**

**611420 - Computer Training (except repair)**

**611430 - Professional and Management Development Training**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Aileen Velazquez *AV*  
Chief Procurement Officer

AV/sl





October 19, 2021

Adam Wisniewski  
EX3 Labs, LLC  
201 N Westshore Dr  
unit 105  
Chicago, IL 60601

Dear Business Owner:

Re: NCA Certification Approval Minority Business Enterprise (MBE)  
Certification Term Expires: November 14, 2022

Congratulations! After reviewing the No-Change Affidavit (NCA) information you supplied, we are pleased to inform you that your firm has been granted continued certification under the Business Enterprise Program (BEP) for Minorities, Females and Persons with Disabilities.

This certification is in effect with the State of Illinois until the date specified above as long as you continue to submit annual No-Change Affidavits and are found to still meet the requirements of the Program.

Your firm's name will appear in the State's Directory as a certified vendor with the BEP in the specialty area(s) of:

**NIGP 92014: APPLICATIONS SOFTWARE, MAINFRAMES AND SERVERS**  
**NIGP 92018: COMPUTER AIDED DESIGN (CAD) SERVICES**  
**NIGP 92040: PROGRAMMING SERVICES, COMPUTER, INCLUDING MOBILE DEVICE APPLICATIONS**  
**NIGP 92076: TESTING OF SYSTEMS INFRASTRUCTURE, COMPONENTS OR SOFTWARE, IT SERVICES**  
**NIGP 92078: WEB SITE DEVELOPMENT**  
**NIGP 92091: TRAINING, COMPUTER BASED, SOFTWARE SUPPORTED**

Also, please be advised that this certification does not guarantee that you will receive a State contract. Please visit the Vendor Registration page on [www.opportunities.illinois.gov](http://www.opportunities.illinois.gov) and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the BEP. We welcome your participation and wish you continued success.

Sincerely,

Carlos Gutiérrez  
Certification Manager  
Business Enterprise Program

JUN 16 2022

**SCHEDULE C-1**  
**Letter of Intent from MBE/WBE to Perform**  
**as Subcontractor, Supplier and/or Consultant**

Name of Project/Contract: My Chi. My Future. Support & Maintenance  
Specification Number: \_\_\_\_\_

From: EX3 Labs, LLC  
(Name of MBE/WBE Firm)

MBE: Yes  No \_\_\_\_\_  
WBE: Yes \_\_\_\_\_ No \_\_\_\_\_

To: EX3 Labs, LLC and the City of Chicago:  
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

\_\_\_\_\_ Sole Proprietor  Corporation  
\_\_\_\_\_ Partnership \_\_\_\_\_ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of see attached letter and documentation to \_\_\_\_\_ for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

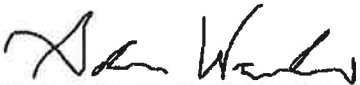
Phase III: Support Phase of project: 15 to 30 support hours per month, application lifecycle management, hosting (Firebase), continuous intergration and delivery, performance monitoring, security monitoring, customer support and sentiment analysis, analytics, and maintenance. (see attached for more details)

The above described performance is offered for the following price and described terms of payment:

Phase III Support and Maintenance for 3 years: \$853,200.00, \$782,100.00 for the 33-month term.  
Terms: \$23,700 per month for 4 months, net 30 days upon commencement of Phase III.  
Maintenance: \$63,200 per quarter for 12 quarters, net 30 days upon commencement of maintenance agreement.

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

  
\_\_\_\_\_  
(Signature of Owner or Authorized Agent)  
**Adam Wisniewski, President**  
\_\_\_\_\_  
Name / Title (Print)  
**03/09/2022**  
\_\_\_\_\_  
Date  
**(800) 277-1863**  
\_\_\_\_\_  
Phone

**SCHEDULE D-1**  
**Affidavit of MBE/WBE Goal Implementation Plan**

Contract Name My Chi. My Future. App Support & Maintenance  
Specification No. \_\_\_\_\_

State of Illinois

County (City) of Chicago

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

EX3 Labs, LLC

Name of Bidder/Proposer

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

**I. Direct Participation of MBE/WBE Firms**

(Note: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.)

- A. If bidder/proposer is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the bidder/proposer as a MBE satisfies the MBE goal only.
  
- B. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
  
- C. MBE/WBE Subcontractors/Suppliers/Consultants:

- 1. Name of MBE/WBE: EX3 Labs, LLC  
Address: 222 W. Merchandise Mart Unit 3.14, Chicago, IL 60654  
Contact Person: Adam Wisniewski Phone: (800) 277-1863  
Dollar Amount Participation \$ 782,100.00  
Percent Amount of Participation: 100 %  
Schedule C-1 attached? Yes X No \_\_\_\_\_ \*

\* (see next page)

**SCHEDULE D-1**  
**Affidavit of MBE/WBE Goal Implementation Plan**

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2. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*
3. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*
4. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*
5. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*
6. Attach additional sheets as needed.

\* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date.)

**SCHEDULE D-1**  
**Affidavit of MBE/WBE Goal Implementation Plan**

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**II. Indirect Participation of MBE/WBE Firms**

(Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

- A. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*
- B. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*
- C. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*
- D. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*
- E. Attach additional sheets as needed.

\* All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

JUN 16 2022

**SCHEDULE D-1**  
**Affidavit of MBE/WBE Goal Implementation Plan**

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**III. Summary of MBE/WBE Proposal:**

A. *MBE Proposal*

1. MBE Direct Participation (from Section I.)

MBE Firm Name	Dollar Amount	Percent Amount
EX3 Labs, LLC	\$ 782,100.00	100 %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Direct MBE Participation</b>	<b>\$ 782,100.00</b>	<b>100%</b>

2. MBE Indirect Participation (from Section II.)

MBE Firm Name	Dollar Amount	Percent Amount
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Indirect MBE Participation</b>	<b>\$ _____</b>	<b>_____ %</b>

B. *WBE Proposal*

1. WBE Direct Participation (from Section I.)

WBE Firm Name	Dollar Amount	Percent Amount
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Direct WBE Participation</b>	<b>\$ _____</b>	<b>_____ %</b>

2. WBE Indirect Participation (from Section II)

WBE Firm Name	Dollar Amount	Percent Amount
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
<b>Total Indirect WBE Participation</b>	<b>\$ _____</b>	<b>_____ %</b>

**SCHEDULE D-1**  
**Affidavit of MBE/WBE Goal Implementation Plan**

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To the best of my knowledge , information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name: Adam Wisniewski Phone Number: (800) 277-1863

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

  
\_\_\_\_\_  
Signature of Affiant (Date) 03/09/2022

State of Illinois

County of Cook

This instrument was acknowledged before me on 03/09/2022 (date)

by Adam Wisniewski

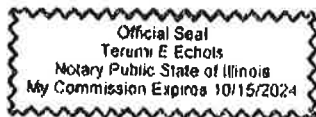
(name /s of person/s)

as President

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

of EX3 Labs, LLC

(name of party on behalf of whom instrument was executed).



(Seal)

  
\_\_\_\_\_  
Signature of Notary Public

JUN 16 2022 <sup>8</sup>





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**



## **BLANKET ADDITIONAL INSURED BY CONTRACT**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

**A. The following is added to Section C. WHO IS AN INSURED:**

**Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or



- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
  - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
  - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
    - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
    - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
  - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
    - (a) In connection with your premises; or
    - (b) In the performance of your ongoing operations performed by you or on your behalf.
  - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
    - (a) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:
      - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
      - (ii) Supervisory, surveying, inspection, architectural or engineering activities.This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.
    - (b) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**
  - (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
    - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or



(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.

JUN 16 2022

**Kevin Givens**

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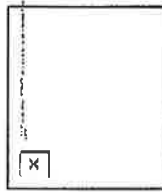
**From:** Adam Wisniewski <adam@ex3labs.com>  
**Sent:** Monday, April 25, 2022 12:19 PM  
**To:** Kevin Givens  
**Cc:** Accounting Department; Angelina Santos  
**Subject:** Re: City of Chicago Contract Terms and Conditions -please confirm receipt

[Warning: External email]

Received. Please let us know if there is anything else you need.

Thank you,

Adam



**Adam Wisniewski**  
CEO EX3 Labs

800-277-1863 EX3Labs.com @EX3Labs



On Mon, Apr 25, 2022 at 10:44 AM Kevin Givens <Kevin.Givens@cityofchicago.org> wrote:  
Good morning Adam / Terumi -

As part of our sole source contracting process I need for you to confirm your receipt of the attached terms and conditions relating to city contracts. Although this document was part of your current contract, I need an email from you to confirm your receipt of the document to add to my sole source application.

Thank you

Kevin Givens, Deputy Commissioner

JUN 16 2022

Contracts, IT and Programmatic Monitoring Division  
1615 W. Chicago Avenue – 3<sup>rd</sup> Floor | Chicago, IL | 60622  
Phone: 312-746-8534

[kevin.givens@cityofchicago.org](mailto:kevin.givens@cityofchicago.org)



This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.



CERTIFICATE OF FILING FOR  
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 172629

Certificate Printed on: 05/05/2022

Date of This Filing: 05/05/2022 05:39 PM

Original Filing Date: 05/05/2022 05:39 PM

Disclosing Party: EX3 Labs

Title: CEO

Filed by: Mr. Adam A Wisniewski

Matter: My Chi. My Future. Support and  
Maintenance

Applicant: EX3 Labs

Specification #:

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.chicago.gov/eds> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.