



# Good Faith Effort Contract Renewal Waiver and Concurrence

No vendor shall be eligible for renewal of a contract when that vendor has failed to meet the goals agreed to in the vendor's utilization plan, as defined in Section 2 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, unless the State agency has determined that the vendor made good faith efforts toward meeting the contract goals. If the State agency determines that the vendor made good faith efforts, the agency may issue a waiver after concurrence by the chief procurement officer. 30 ILCS 500/20-60(f).

Requesting Agency

Original Contract BidBuy PO Number  Renewal Contract BidBuy REQ Number

## Section I - General Information

Project Title

Vendor

## Section II - BEP Contract Goal Attainment

Provide the current term notice of award dollar amount, the current term contract actual spend, and the proposed renewal notice of award dollar amount.

Current Term Notice of Award Amount (\$)	<input type="text" value="\$370,992.00"/>	Current Term Contract Actual Spend (\$)	<input type="text" value="\$294,985.34"/>	Proposed Renewal Notice of Award Amount (\$)	<input type="text" value="\$370,992.00"/>
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Provide current term BEP goal percentage, the BEP goal percentage actually achieved in the current term, and the proposed renewal BEP goal percentage. The actual achieved current term BEP goal percentage is based on the current term contract actual spend.

Current Term BEP Goal (%)	<input type="text" value="20"/>	BEP Goal (%) Actually Achieved Current Term	<input type="text" value="18.71"/>	Proposed Renewal BEP Goal (%)	<input type="text" value="20"/>
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List the names of **all** BEP subcontractors identified on the Utilization Plan. For the current term, list each BEP subcontractor's goal percentage, the actual achieved goal percentage, and the actual achieved goal dollar value.

BEP Subcontractor Name	Goal Percentage	Achieved Goal Percentage	Achieved Goal Value (\$)
The Ascent Group, Inc	20	18.71	\$55,200.00



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### Section III - Contract Description

Provide a brief description of the current term contract supplies or services:

The Illinois Commerce Commission ("ICC," "Agency," or "State") requires the services of a consultant (Vendor) to conduct a management audit of Commonwealth Edison Company (ComEd) pursuant to Section 8-102 of the Illinois Public Utilities Act (Act) (220 ILCS 5) as required by the newly enacted Section 4-604(g) entered into a Deferred Prosecution Agreement (DPA) with the U.S. Attorney for the Northern District of Illinois for a felony offense and shall pay all the incurred expenses needed.

### Section IV - Good Faith Effort

List **actions** that the vendor took which constitute a good faith effort to meet the contract's current term BEP goal percentage. Responses must describe the vendor's actual actions (actions that occurred). **Intended** actions should **not** be listed here.

Pursuant to Public Act 102-0662 which created 220 ILCS 5/4-604(g). The Commonwealth Edison Company management audit is now statutorily required since Commonwealth Edison Company entered into a Deferred Prosecution Agreement (DPA) with the U.S. Attorney for the Northern District of Illinois for a felony offense and shall pay all the incurred expenses needed. The Illinois Commerce Commission initiated this contract with Liberty Consulting Group, effective on 08/16/2022 and ends on 08/16/2023 for 370,992 dollars, with an up to two (2) year renewal clause. The Consulting Group contracted needs to provide services including engineering, financial, knowledge of utilities: Gas, Water, Electric, Audit services, Certified Public Accountant (CPA) Services, and management experience to conduct the continuing audit of Commonwealth Edison Company. All 370,992 dollars in the initial contract and all renewals are paid for by Com-Ed. Illinois Commerce Commission has placed a 20% BEP goal on this solicitation because we thought this could be reasonably met by vendors. To date, the subcontractor has full filled 18.713% of the BEP goal of 20%. The final 1.287% of this BEP goal will be met once Com-Ed submits this month's audit to, The Ascent Group Inc, the subcontractor, to finalize this year's contract. All parties included in this project; Liberty consulting Group, The Ascent Group Inc - the subcontractor, and the ICC takes their commitment to achieving BEP goals seriously. Not only with this contract and with its renewals, and in extending opportunities to the BEP community whenever and wherever possible. To that end, it is important to note that this contract is fully funded with Commonwealth Edison Company dollars - not state or federally funded dollars.

Describe in detail the impact to the State if this renewal is not approved.

Not renewing this contract will be out of compliance to the Pursuant Public Act 102-0662 which created 220 ILCS 5/4-604(g), pursuant to 220 ILCS 5/8-102. The management audit is statutorily required since ComEd entered into a Deferred Prosecution Agreement (DPA) with the U.S. Attorney for the Northern District of Illinois for a felony offense and shall pay all the incurred expenses needed.

### Section V - Additional Information

If the vendor's actions alone do not fully explain the vendor's good faith effort, provide additional information explaining why the contract's current term BEP goal percentage was not achieved.



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### Section VI - State Agency Head Determination

The State Agency Head's signature cannot be delegated or signed by a designee.

"As the Agency Head, I have determined that the vendor's actions constitute a good faith effort to meet the contract's current term BEP goal percentage."

State Agency Head Signature

Printed Name

Title

Date

### Section VII - Chief Procurement Officer Concurrence

I concur with the State Agency Head's determination that the vendor made a good faith effort to satisfy the contract's current term BEP goal percentage.

I **do not** concur with the State Agency Head's determination that the vendor made a good faith effort to satisfy the contract's current term BEP goal percentage.

CPO's Signature

Date