



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="27,899,759"/>	Current Term Contract Actual Spend (\$)	<input type="text" value="13,779,134"/>	Proposed Renewal Notice of Award Amount (\$)	<input type="text" value="\$911,189.42"/>
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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="15.377"/>	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 (\$)
Senryo (Krasan) Consulting	10	9.17	\$1,263,823.00
Chicago Advisors	10	6.21	\$855,019.00



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Section III - Contract Description

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

NICUSA provides an enterprise licensing platform consisting of multiple products - Enterprise Licensing and Permitting (ELP) and OneOutdoor (OOD) - to provide recreational and professional licensing to multiple Illinois State agencies.

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.

NICUSA repeatedly engaged Chicago Advisors for development resources numerous times over the course of our contract.

1. Upon hiring Chicago Advisor resources, several resources no longer showed up to work. NICUSA would reach out to these resources and Chicago Advisors to remedy the situation with the existing resources in order to keep those resources.
2. When NICUSA had new position openings (including as a result of the above Chicago Advisor resources who went missing), NICUSA would reach out to Chicago Advisors for new candidates.
3. NICUSA would work with Chicago Advisors on interviewing numerous (3-4) candidates for each position before a candidate who met the criteria was identified and hired.

NICUSA committed extensive time and effort to work with Chicago Advisors. While similar challenges occurred throughout NICUSA's tenure with Chicago Advisors, the following are detailed examples from the last 12 to 15 months of various resource issues.

1. ReactJS/Front-end Developer (P):

P traveled to India late December 2021 and was scheduled to return during February 2022. NICUSA tried reaching him multiple times through Chicago Advisors and was told he was dealing with family affairs and Visa related issues in India. NICUSA waited another month, without any response from P, and terminated his contract and access in March 2022.

2. Java/Back-end Developer (B):

B requested time-off during March 2022 to travel to India due to a personal matter. B did not provide a return date but NICUSA treated this as leave of absence and did not terminate the contract or access. After 4 weeks, NICUSA reached out to Chicago Advisors who informed them that B was still in India dealing with personal affairs and Chicago Advisors did not expect him to resume his contract. NICUSA terminated the contract in late April 2022 due to lack of response.

3. ReactJS/Front-end Developer (N):

N requested time-off in early November 2022 to travel to India from early-December 2022 through mid-January 2023. He also mentioned that while in India he would need to have his visa re-issued from US Consulate in India. N did not show-up to work starting on 11/21/2022, several weeks prior to his requested date. NICUSA reached out to him on 11/23/2022, when N informed NICUSA that he had a family emergency and would be traveling to India that evening. He did not return to work in mid-January as planned and was unresponsive and unavailable to work as of 2/03/2023.



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NICUSA commits and invests in each new engineer to ensure they are well trained, mentored, and supported. With each cycle of hiring and on-boarding, the capacity of their team is less than that 1 full-time employee (FTE) for at least a month during the interviewing stage and another 3 months during the on-boarding process. Combined with the extended and unplanned absences, this results in decreased team productivity for at least 5-6 months. The consequences of the decreased productivity have resulted in missed deliverables to the State and/or team burnout from being short staffed. In addition, NICUSA teams have been impacted by the time-consuming process of vetting under-qualified candidates during the interview process. They have also noted that several Chicago Advisor candidates appeared to be prompted during the interview process.

As a result of numerous issues outlined above with our BEP subcontractor Chicago Advisors, NICUSA terminated their agreement with as of 3/31/2023.

NICUSA worked with their call-center/support services subcontractor (Tele Network DBA OneSupport) to complete BEP certification with the State and created a utilization plan with a 10% goal in place of Chicago Advisors. NICUSA pays OneSupport \$75-95K per month. The Utilization plan has been sent with this document for State review and approval. NICUSA has hired two additional technical resources from Krasan (previously Senryo) who started work on 5/8/2023 with an expected compensation of \$13-14K/month each (\$26-28K total). This is in addition to the current Krasan subcontractors NICUSA has in place.

NICUSA submitted a U-plan for OneSupport on 5/11/2023. VMO forwarded to Reginald Lampkin/BEP for review on 5/12/2023. He worked with the NICUSA to work out a few issues then forwarded to CEI 5/12/2023. The approved U-plan was received on 5/25/2023.

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

There are currently three State of Illinois agencies currently using this ELP platform. If this contract is not renewed these agencies and thousands of constituents will be affected. The renewal allows DOIT to continue for one year at a cost of roughly \$911K. If the contract does not renew then we immediately revert to the transition services clause in the contract. We would run the risk of the cost of transition services reverting back to the original contract cost, which exceeds \$2M annually. That cost is too high for the agencies that would be covered by the contract renewal. The contract, as it is currently amended, gives us a reduced rate as long as IDNR is using NICUSA exclusively for transaction services. Because IDNR is using a NICUSA SaaS solution, they would be immediately kicked off of the system, have no system to transition to and the bill for the State would immediately increase by \$1.2M if we were unable to renew.

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.

The Agency has not had sufficient time to complete an amendment to add the new subcontractor after receiving the U-plan from the vendor (on 5/11/2023) and getting the issues worked out with BEP, then getting the U-plan approved (5/25/2023). VMO time has been spent helping the prime vendor get their SOS back into "good standing" and the IDHR number back into "active" status as well as helping with financial disclosure questions.



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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