

ABRAHAM LINCOLN PRESIDENTIAL LIBRARY & MUSEUM PROFESSIONAL AND ARTISTIC REQUEST FOR PROPOSAL

Project Manager for Tumultuous 2020 Oral History Project

June 1, 2021

The Abraham Lincoln Presidential Library and Museum (“ALPLM”, “Agency,” or “State”) requests proposals from responsible Offerors to meet its needs. An “Offeror” is an individual or business submitting an offer to the ALPLM to provide the services described in this request for proposals. A brief description is set forth below for the Offeror’s convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the ALPLM appreciates and welcomes an Offer.

Brief Description:

The goal of this project is to collect the stories of Illinoisans who were affected by the COVID-19 pandemic which began in 2020, doing so in all of the ways the changes were manifested. The project manager (PM) will work closely with and under the oversight of the ALPLM Director of Oral History.

The resulting contract with the awarded Offeror shall have an initial term of July 1, 2021 through June 30, 2022.

Please read the entire solicitation package and submit an Offer in accordance with the instructions. Do not submit the instruction pages with Offers.

Offers that do not adhere to the form and content of the Request for Proposal requirements may not be considered.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

**STATE OF ILLINOIS
OUTLINE**

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STATE OF ILLINOIS
INSTRUCTIONS FOR SUBMITTING OFFERS

SECTION 1.

A. INSTRUCTIONS FOR SUBMITTING OFFERS

A.1. ALPLM PROCUREMENT CONTACT: The single point of contact for this solicitation is identified below. Unless otherwise directed, Offerors should only communicate with the ALPLM Procurement Contact regarding this procurement. The State/Agency shall not be held responsible for information provided by or to any other person.

Name: Brett Cox
Email: brett.m.cox@illinois.gov
Phone: 217-785-4513

Suspected errors should be immediately reported to the ALPLM Procurement Contact. Do not discuss, directly or indirectly, the solicitation or any Offer with any State officer or employee other than the ALPLM Procurement Contact.

A.2. OFFEROR QUESTIONS AND AGENCY RESPONSE: All questions pertaining to this solicitation must be submitted in writing to the ALPLM Procurement Contact no later than June 15, 2021. Questions received and Agency responses, if any, will be provided to the same distribution list that received the original RFP.

A.3. OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS:

A.3.1. Offer Firm Time: The Offer must remain firm for 90 days from opening.

A.3.2. Submit/Deliver Offers To: _____ Label (outside of envelopes/containers): _____

Agency: ALPLM	“Sealed Offer – Do Not Open”
Attn: Brett Cox	Project Title: Project Manager for Tumultuous 2020 Oral History Project
Address: 112 N. Sixth Street	Due Date & Time: June 29, 2021 at 2:00 pm cdt
City, State Zip: Springfield, IL 62701	<i>Offeror Name</i>
Email: brett.m.cox@illinois.gov	<i>Offeror City, State Zip</i>

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A.4. SUBMISSION OF OFFERS: Offers may be submitted by email or hard copy to the address in A.3.2 above. Offers shall include and be organized as follows:

A.4.1. Letter to the selection committee (cover letter)

A.4.2. Resume

A.4.3. Writing sample (500-2,000 words)

A.4.4. References – Two references, including the following information:

A.4.4.1. Name

A.4.4.2. Phone number and email address

A.4.4.3. Organization/business, if applicable

A.4.4.4. Nature of reference (e.g. former manager, professor, etc.)

A.5. GOVERNING LAW AND FORUM: Illinois law and rules govern this solicitation and any resulting contract. Offeror must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with “ILCS”. Offeror may view the full text at www.ilga.gov/legislation/ilcs/ilcs.asp.

A.6. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: Offers become the property of the State and late submissions will not be returned. All offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State’s legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror’s name, the substance of the Offer, and the price.

If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submission of Offers in Section A.10.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure.

Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror’s request for confidential treatment. Offeror agrees that the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.

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- A.7. RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable State and Federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an offeror does not comply with requests for information and cooperate, the State may reject the offer as non-responsive to the solicitation. Submitting an offer does not entitle Offeror to an award or a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any offer. Awarded vendor(s) shall not commence, and will not be paid for any billable work undertaken prior to the date all parties execute the contract, unless approved in writing in advance by the ALPLM.
- A.8. EVALUATION PROCESS:** The State determines how well offers meet the Responsiveness requirements. The State will rank offers from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for award.

The State evaluates two categories of information: Responsibility and Responsiveness. The State considers the information provided and the quality of that information when evaluating offers. If the State finds a failure or deficiency, the State may reject the offer or reflect the failure or deficiency in the evaluation.

- A.8.1. RESPONSIVENESS:** A Responsive Offeror is one who submits an offer that conforms in all material respects to the Request for Proposal, and includes **all required** forms.
- A.8.1.1.** The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no offeror meets a particular requirement, the State may waive that requirement.
 - A.8.1.2.** The State will determine whether the Offer complied with the instructions for submitting offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that an offeror correct deficiencies as a condition of further evaluation.
- A.8.2. RESPONSIBILITY:** A responsible Offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the Offeror is a "responsible" offeror; an offeror with whom the State can or should do business.

-END OF INSTRUCTIONS-

STATE OF ILLINOIS SELECTION OF VENDOR

B. SELECTION OF VENDOR

- B.1.** This solicitation is for “professional and artistic services.” Professional and artistic services means those services provided under contract to the State by a person or a business, acting as an independent contractor, qualified by education, experience, and technical ability.
- B.2.** The State may award to the most responsive and responsible Offeror whose Offer best meets the below criteria.
- B.3.** The State determines how well Offers meet the responsiveness requirements. The State ranks Offers from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who receive fewer than the minimum required points will not be considered for interview and award.
- B.4.** The State will identify the top tier based on the scores and rankings. Top tier candidates will be invited for an interview at the ALPLM at 112 N. Sixth St. in Springfield, IL. Scores and rankings may be adjusted based on the interviews.
- B.5.** The chart below shows the elements of responsiveness that the State evaluates, their relative weights in point format and any minimum point requirements.

B.5.1. The total number of points for responsiveness is 100.

B.5.2. RESPONSIVENESS ELEMENTS

Criteria	Points (%)
Interpersonal Relations	35
Educational Background	20
Management Skills	15
Written Communications	15
Objectivity	15

STATE OF ILLINOIS
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

C. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

C.1. GOAL: The goal of this project is to collect the stories of Illinoisans who were affected by the COVID-19 pandemic which began in 2020, doing so in all of the ways the changes were manifested. The project manager (PM) will work under the oversight of the ALPLM Director of Oral History.

C.2. BACKGROUND: The ALPLM Oral History Program is dedicated to preserving the stories and memories of Illinois's citizens, not just the famous and prominent among us, but of people from all walks of life. Prospective PM candidates are strongly encouraged to visit the Oral History Program's web page to get a better understanding of the program: <https://presidentlincoln.illinois.gov/oral-history/>.

C.3. SUPPLIES AND/OR SERVICES REQUIRED: The PM will work under the oversight of the ALPLM Director of Oral History. The PM's duties and responsibilities are as follows:

C.3.1. Select interviewees for the project in consultation with the Director of Oral History, who has already begun compiling a list of potential interviewees. Since the program strives to be objective in its coverage of these events, the project manager will seek to interview people on all sides of the relevant issues.

C.3.2. Conduct interviews on the many impacts of the COVID-19 pandemic, with a specific focus on how Illinoisans coped with the pandemic.

C.3.3. In consultation with the Director of OH and the ALPLM Public Information Officer, publicize the project by giving public presentations and conducting interviews on the radio, television and other venues. In general, be the public face promoting the *Tumultuous 2020* project.

C.3.4. Update and maintain the already existing timeline of key pandemic events. Become thoroughly familiar with the impact of the coronavirus in Illinois, and collect resource materials for the project that project interviewers may use to prepare for interviews, including newspaper and journal articles, the governor's daily updates, etc. The Oral Historian will develop a standard bio form for potential interviewees, and also draft a standard outline which will serve as a start point for interviewers.

C.3.5. In conjunction with the Director of Oral History, oversee the processing, archiving and posting of the interviews collected by the project. The PM has primary responsibility to write the interview abstract and interview feeder report as well as create a word list and collect scanned photos with photo captions for those interviews the PM conducted. Likewise, the PM will review and edit the same documents for those interviews conducted by ALPL Oral History volunteers. Identification of feature excerpts for each interview is strongly encouraged. The PM will work with the oral history interns/volunteers to further process the interviews in order to archive the interviews and post the same onto the ALPL Oral History webpage.

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SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

- C.3.6. The PM will be provided office space in the Library's Oral History office area, and will have access to recording equipment, a telephone, computer and other office supplies. The PM will participate in periodic meetings as determined by the Director of Oral History, at a minimum two times a week. While working outside of the Oral History office, the PM will be expected to provide and utilize her/his own equipment (e.g. laptop, cell phone, etc.).
- C.4. MILESTONES AND DELIVERABLES:** During the first month of the project, the PM will work closely with the Director of Oral History for interview training, project planning and scheduling purposes, and will be responsible for producing any agreed-upon deliverables resulting from such plans, or as otherwise needed to carry out the duties and responsibilities in section C.3 above. After the first month of the project, the PM will be required to record at least twelve to twenty interview hours each month, involving at least three interviewees. During the last month of the contract, that amount will be decreased to six to ten interview hours and one additional interview. Use of other volunteer interviewers with the ALPL Oral History program is strongly encouraged. A completed interview consists of the audio or video interview, plus the interview word list, abstract, feeder report and photos with captions.
- C.5. OFFEROR / STAFF SPECIFICATIONS:** Businesses or individuals may submit Offers. If a business submits an Offer, the PM must be 100% dedicated to this project during the term of the contract. The PM candidate must be an Illinois resident and will have, at a minimum, a four year college degree, preferably with a major in history, political science, or humanities degree as well as strong interpersonal, writing and public speaking skills, with a commitment to maintaining objectivity and impartiality during interviews. Preference will be given to those with an advanced degree and for those with oral history experience. Candidates must also have familiarity with basic computer software, especially Microsoft products. Occasional travel and overnight stays may occur, with travel expenses paid in accordance with rules and rates applicable to State employee travel.

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STANDARD TERMS AND CONDITIONS

SECTION 2.

D. PRICING

- D.1. MONTHLY RATE:** This contract will be paid from a donation specifically to the Oral History Program. As such, the Vendor selected will be paid a flat rate of \$4,800 per month during the term of this contract. Any partial months will be pro-rated. ALPLM shall make every reasonable effort to ensure payment within 30 days of each month's end.
- D.2. EXPENSES ALLOWED:** Expenses are allowed as follows: For travel that is necessary and approved in advance by the Director of Oral History, Vendor will be eligible for reimbursement of travel expenses in accordance with rules and rates applicable to State employee travel.

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SECTION 3.

E.1. TERM AND TERMINATION:

E.1.1. TERM OF THIS CONTRACT: This contract has an initial term of July 1, 2021 – June 30, 2022.

E.1.1.1. Vendor shall not commence billable work in furtherance of this contract prior to final execution of this contract except when permitted pursuant to 30 ILCS 500/20-80.

E.1.2. TERMINATION FOR CAUSE: The ALPLM may terminate this contract at any time for poor performance or failure to satisfactorily meet the specified deliverables, at the discretion of the Director of Oral History.

E.1.3. TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days' prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

E.1.3.1. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

E.2. PAYMENT TERMS AND CONDITIONS:

E.2.1. LATE PAYMENT: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 ILL. ADM. CODE 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

E.2.2. EXPENSES: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of this contract is prior to execution.

E.3. ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

E.4. TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

E.5. NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

E.6. FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days after the declaration.

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- E.7. CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- E.8. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- E.9. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- E.10. INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain vehicle insurance necessary to comply with applicable Illinois laws and regulations.
- E.11. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- E.12. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

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- E.13. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- E.14. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background checks.
- E.15. APPLICABLE LAW:**
- E.15.1. PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- E.15.2. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- E.15.3. COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- E.15.4. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- E.16. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.
- E.17. CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- E.18. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

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- E.19. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- E.20. MODIFICATIONS AND SURVIVAL:** Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions, and attachments shall prevail.
- E.21. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- E.22. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- E.23. SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- E.24. WARRANTIES FOR SUPPLIES AND SERVICES**
- E.24.1.** Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor the performance of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- E.25. REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.