

Central Management Services Procurement Justification Form

Procurement Justification

Programmatic Objective

Office of Planning and Programming (OP&P) under Illinois Department of Transportation (IDOT) is working on the first ever Illinois Statewide Travel Demand Model (ILSTDM) project. The project gathers and processes existing social economic and transportation infrastructure data, processes and develops future year forecasting using classic 4-step travel demand model (TDM) method. The goal is to better understand the transportation system performance in the State. Passenger Vehicle Origin-Destination dataset is one of the most important inputs into the TDM model. It is a snapshot of the base year Passenger Vehicle trip distribution and will be matched to traffic volume from IDOT traffic counts. It is critical to have the Passenger OD dataset in the model develop process as well as model validation process. Without a proper Passenger OD validated process, the TDM model will not be reliable and the model forecast may deviate significantly from the real traffic situation.

The consultant team working on the IDOT ILSTDM contract (#17-104122) recommends obtaining Cuebiq Passenger Vehicle OD dataset. Cuebiq is the supplier of Location-Based Services (LBS) or smart phone app data for Streetlight, one of the leading suppliers of passive OD data for transportation analysis. A direct purchase from Cuebiq is recommended rather than through Streetlight both for reasons of cost effectiveness and because obtaining the raw data directly from Cuebiq allows the model development team greater flexibility and control. Cuebiq data is substantially more precise regarding location than data based on thilateration from cellular signaling (such as available from AirSage or Teralytics) and orders of magnitude higher in sample penetration compared to pure navigational GPS-based data (such as INRIX and HERE).

IDOT's ILSTDM project started in Feb 2018. It is a 3-year \$1.6 M effort that depends heavily on reliable data input. If the Passenger OD dataset could not be procured by the end of 2018, the Statewide Model development will be impacted and delayed due to the importance of the dataset. IDOT will see the Passenger OD dataset as an one time purchase.

Describe what it is that you intend to procure (software, hardware, services, maintenance, etc.) including quantity if relevant. Describe business need for the procurement, and how the procurement will meet objectives of your agency and the State. Please make sure to spell out acronyms. Explain the potential consequences if this procurement is not approved. If other than one-time purchase, explain solicitation method, pricing structure (hourly, per item, not-to-exceed, etc.).

Economic Justification

IDOT's ILSTDM project is a 3-Year over \$1.6 M contract that started in Feb 2018. If the Passenger Vehicle OD dataset is not procured by the end of 2018, the project will be delayed and the quality of the model will be compromised. The accuracy and robustness of the model relies on the quality of data inputs. After the data is procured, OP&P will transfer the dataset to consultant for their analysis. At the same time, the disaggregated Passenger Vehicle OD dataset will help other studies or projects of OP&P, e.g. Congestion Study, Corridor Study, etc. In the long run, it will be a big saving in data purchase cost for the State.

Describe the economic benefit for the procurement approach selected and anticipated return on investment. Describe consequences if different method is used to procure good or service. Indicate any additional procurement expenditures that will be processed separately in support of, or in conjunction with, this procurement including such items as implementation, installation, increased maintenance or support, etc. If method other than solicitation, indicate price breakout including hourly rate if applicable.

History/Background

Passenger Vehicle OD dataset procurement mentioned above is a new initiative.

State how business need is currently being met, if applicable. Indicate if this is a new initiative, replacement or expansion of existing system or contract, or a continued need which is procured yearly or quarterly, etc. If renewal or amendment, indicate Purchase Order # of previous procurement and contract term of existing contract. If replacing previous contract, explain if contract expired with no renewal options remaining, or choosing not to execute remaining renewal, and why. If bid in previous years, indicate the procurement approach used, any changes to previous solicitation requirements, and the results of previous bid (were there multiple bids?) Indicate if procurement is subject to Small Business Set-Aside, Business Enterprise Program or Veteran's Business Program and, if yes, whether a waiver will be sought.

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Impact if Project is Not Completed

The procurement of Passenger Vehicle OD dataset from Cuebiq or any other vendor is critical to the success of completing Illinois's first Statewide Travel Demand Model. The ILSTDM project has been kick-off in early 2018. The project budget is \$1.63 M and lasts 3 years. State has put a lot of resources on the project. If the Passenger Vehicle OD dataset purchase is delayed, the ILSTDM project progress will be greatly impacted and may result in both financial loss and cause bias error in the ILSTDM final product.

What Special Condition, If Any, is Applicable to Your Procurement?

None

What Special Condition, If Any, is Applicable to Your Procurement?

Provide the explicit rationale for brand name, (such as system compatibility, TCO maintenance costs, existing expertise). Detail emergency criteria permitted by the Illinois Procurement Code. Give detailed rationale for emergency procurement. Provide explicit rationale for no-bid award for the State Use program and detail cost differential for using State Use vendors for the life of the program. Be as specific as possible.



Procurement Request



This form is to be used for ALL procurement requests.

By checking this box you agree the information below is correct and you have the approved funding

Department Contact Name	Phone Number	Office/Division
Sheng Chen	(312) 793-1491	Office of Planning and Programming

Project Title	Procurement End User (Originating Bureau)
Passenger Vehicle Origin Destination Dataset Purchase	Bureau of Planning

Department Reference Number	Fiscal Year(s)
	2018

Total Value for Contract (include Renewals)	Is Total Value	Detailed Object Code
\$50,000.00	<input checked="" type="checkbox"/> Estimated <input type="checkbox"/> Actual	

Preferred Contract Start Date (Initial Term)	Contract End Date (Initial Term)	BRESP

Do You Want Renewal Options?	How many renewals?	Length of each renewal?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Federal Funds Information	
Federal Funded	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Federal Funds Amount	
Federal Appropriation Code	
Multiple Federal Appropriation Codes	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Federal Percentage	

State Funds Information	
State Funded	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
State Funds Amount	\$50,000.00
State Appropriation Code	011-49407-1900-2000
Multiple State Appropriation Codes	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
State Percentage	100%

Federal Project Number	Name of Federal Project	CFDA Number, Federal Agency, Program Title

Nature of Request	Relevant Procurement Category
Services	General Services

Procurement Approach	Type of Contract
Small Purchase (BOA)	One Time Purchase

Shipping Information

Specific Location
Illinois Department of Transportation

Contact/Attention
Sheng Chen

Address	City	State	Zip Code
69 W Washington St Suite 2100	Chicago	IL	60602

Special Instructions
CONFIDENTIAL MATERIAL

Additional Notes (e.g. License Number, etc. Also, please provide any historic information, including contract numbers, that would be helpful in developing this request.)

OP&P is working on developing Illinois' first Statewide Travel Demand Model (ILSTDM), contract # 17-104122. Large scale passive Passenger Vehicle Origin-Destination (OD) data is one of the most important input datasets during model development. If the Passenger Vehicle OD dataset is not procured, the progress of ILSTDM project will be deeply impacted and the model may not be valid at all. The accurate and robust Passenger Vehicle data source is critical to the success of ILSTDM project.



In order to acquire reliable data source for ILSTDM project, specific data requirements are listed below:

- Dataset
 - o Disaggregate (device specific) data
 - o One month of data (to be determined by IDOT) for Illinois and 50 mile buffer of the state
 - o Minimum attributes: latitude/Longitude coordinates, date-time stamp, locational accuracy
 - o Desired attributes: spot speed, heading, device type, operating system
 - Sample Size
 - o Monthly active users in Illinois constituting at least a 10% sample of the population of Illinois (MAU >= 1,300,00)
 - o Daily active users in Illinois > 500,000 (for at least 5 consecutive days)
 - Data Quality
 - o Mean pings per device/day in Illinois of at least 125
 - o Median accuracy of pings in Illinois of 10 meters or better
 - o At least 75% of devices persist in the data for seven days or more
- After vendor submitted their bids, a "Request for Review" process is needed to determine the data quality and whether or not each vendor's data product will meet IDOT needs by OP&P staff with ILSTDM consultants' assistance.

The BidBuy [Procurement Justification Form](#) is **REQUIRED** to be submitted with this *Procurement Request Form*.

STATE USE ONLY

Reference Number: BIP1958
Source Selection Method: Small Purchase
Is Financing Needed? No
Using Agency Funding Source:
• Fiscal Year: 2019
• Type: State

Approp. Account Code: 011-49407-1900-2000
Detailed Expenditure Object Code:
Award Code: C
Original Procurement Method: Small Purchase
Subcontractors Utilized? No
Subcontractors Disclosed? No

ADDITIONAL INFORMATION / REFERENCES / ATTACHMENTS

Attachment A

SIGNATURES The undersigned parties agree to these terms and conditions.

Vendor

Signature:	7(1)(b)
Printed Name:	Charles Blanchet
Title:	VP Sales
Date:	December 14 2018

State of Illinois

State Agency:	IDOT
Signature agency representative:	7(1)(b)
Printed Name:	Dan Wilcox
Title:	Bureau Chief, BIP
Date:	12-20-2018

STATE OF ILLINOIS

Signature	7(1)(b)
Printed Name	Philip C. Kaufmann
Title	Chief Counsel (Approved as to form)
Date	12/26/18
By	7(1)(b)
Date	12/26/18
Signature	7(1)(b)
Printed Name	Joanne Woodworth
Title	Chief Fiscal Officer
Date	1-3-19
By	
Date	

Signature	7(1)(b)
Printed Name	Matt Magalis
Title	Secretary of Transportation
Date	1-3-19
By	
Date	

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

1. PAYMENT TERMS AND CONDITIONS:

- 1.1. **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 on Vendor's invoices shall have no force and effect.
- 1.2. **Minority Contractor Initiative:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.3. **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 the contract is prior to execution.
- 1.4. **Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 1.5. **Federal Funding:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.6. **Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 1.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
 - 1.6.2. Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

- 2. ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.

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3. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.
4. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
5. **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 the contract is being resolved unless otherwise directed by the State.
6. **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.
7. **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 the contract without penalty if performance does not resume within thirty (30) days of the declaration.
8. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract 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

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confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public; *provided, however*, that the Parties acknowledge and agree that the Licensed Data (including, without limitation, all, proposals, ideas, inventions, or trade secrets related thereto) shall be deemed and treated as confidential for all purposes under this contract. No confidential information or data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The foregoing obligation shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; that now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

9. GRANT OF LICENSE; USE AND OWNERSHIP:

9.1 Subject to the terms and conditions of this Agreement (including "Attachment A", which is incorporated into and made part of this contract), Vendor hereby grants to State a revocable, non-exclusive, limited license (the "License") to the data and deliverables outlined in Attachment A (the "Licensed Data"), for use only within the Permitted Uses (as such term is defined in Attachment A). For the avoidance of doubt, and except as otherwise specifically provided in Attachment A, State may not sub-license Licensed Data and may not disclose or share all or any part of Licensed Data to any third parties without prior express written approval from Vendor.

9.2 State covenants it shall not attempt to reverse engineer, decompile, or otherwise re-identify the Licensed Data by using any method, including, but not limited to, merging external data with data provided by Vendor. For avoidance of doubt, State may not attempt to identify behavior of a known individual for any reason.

9.3 **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/or 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 confidentiality provisions of this contract. Notwithstanding, State acknowledges and agrees that Vendor is in the data business and that the Licensed Data is its core asset and any mistreatment of such data contrary to the terms of this contract (including, without limitation, disclosing or sharing such data to a third party without express approval from Vendor) would result in serious and irreparable harm to Vendor, possibly entitling Vendor to obtain monetary relief for such harm.

10. **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,

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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. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Notwithstanding the foregoing, neither Party shall be liable for incidental, special, consequential, or punitive damages, and in no event shall Vendor's liability to State for any and all claims or indemnification obligations arising under or in connection with this contract or the Licensed Data exceed an amount equal to one hundred percent (100%) of the total agreed upon payment by State under this contract.

11. **INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
12. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
13. **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.
14. **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.
15. **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 reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
16. **APPLICABLE LAW:**
 - 16.1. **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
 - 16.2. **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

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- 16.3. **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.
- 16.4. **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).
17. **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 the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
18. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do 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 with the Vendor shall have any liability to Vendor for that order.
19. **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.
20. **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.
21. **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, as far as 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.
22. **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 the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, 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.
23. **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 (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

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- 24. SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 25. WARRANTIES FOR SUPPLIES AND SERVICES:**
- 25.1. Vendor represents and warrants that it has the full right, power and authority to enter into this contract and to perform its obligations hereunder; and that Vendor's performance of this contract shall not violate, conflict with, or result in a material default under any other agreement, including confidentiality agreements between Vendor and third parties. Vendor further represents that (a) neither the Licensed Data, nor the License granted hereunder, materially violates any applicable law or regulations (including privacy laws), or otherwise infringes upon any patent, copyright, trademark or other intellectual property rights of any third party, and (b) Vendor has any and all rights to the Licensed Data needed to perform its obligations pursuant to this contract.
- 25.2. OTHER THAN THOSE WARRANTIES STATED IN SECTION 25.1, VENDOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED DATA, WHICH IS OTHERWISE PROVIDED "AS IS". ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USE OF TRADE, ARE HEREBY EXPRESSLY DISCLAIMED, AND ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID.
- 26. 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 the contract.
- 27. EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.
- 28. TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.
- 28.1. If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.
- 28.2. For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

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- 29. 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.
- 29.1. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.
- 30. AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: n/a

Business Name: SafeGraph, Inc.

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

Employer Identification Number: 7(1)(b)

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | (select applicable tax classification) |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: _____

Date: December 14, 2018

Attachment A

SafeGraph would be pleased to provide IDOT with a license to the SafeGraph Movement Data mobile device GPS geolocation dataset for the state of Illinois.

Responses to specifications:

A. Dataset

1. Data is disaggregated and device-specific.
2. SafeGraph licenses data to buyers on an annual basis. So instead of providing only one month of data, we would be happy to provide one full year of go-forward data updated at a regular cadence, as well as one full year of historical data. So two full years of data rather than only one month for the proposed \$49,500 unit cost. Confirming we will provide this for Illinois and a 50-mile buffer of the state.
3. All minimum attributes of Latitude/Longitude coordinates, date/time stamp, and location accuracy will be provided.
4. Of the desired attributes, the device type (i.e. Android or iOS) will be provided. The other desired attributes are not part of our dataset and will not be provided.
5. Summary of exact fields to be provided: utc_timestamp, caid (consistent anonymized device identifier), id_type, geo_hash, latitude, longitude, horizontal_accuracy.

B. Sample Size

1. Monthly active users (MAU) in Illinois for the most recent complete month (September 2018) is 5,511,895. This is 42% of the population.
2. Daily active users (DAU) in Illinois for the most recent complete month (September 2018) is 978,734. This is greater than the specification of 500,000.

C. Data Quality

1. Mean pings per device/day in Illinois for the most recent complete month (September 2018) is 56. This is less than the specification of 125. Even though our data density is less than the specification, this should be more than offset by the fact we will provide two years of data instead of one month. Even at a ping per device/day frequency of 56, we would still be providing 54,809,104 daily pings in Illinois. It is a lot of data.
2. We do not explicitly track this metric by state, but we are confident our data will meet this specification.
3. We do not explicitly track this metric by state, but we are confident our data will meet this specification.

D. Cost: \$49,500

Permitted Uses: For purposes of this contract, "Permitted Uses" means:

- Right to modify, merge, combine and integrate the Licensed Data with other data as well as create (State owned) derivative works of the Licensed Data that do not contain Excluded Data.
- Right to distribute, sell, sublicense, disclose, export and resell as part of derivative products that do not contain Excluded Data.

- "Excluded Data" means any Data provided by Vendor at the latitude / longitude or timestamp level, or equivalent; including, but not limited to, associating an individual device to a place on a specific date and / or time, or aggregated visit count data.
- State will use the Licensed Data to help develop IL Statewide Travel Demand Models only. State may disclose or share all or any part of Licensed Data with its consultant team: RSG, CDM Smith (sub-consultant), LM Group (sub-consultant) and IDOT staff as a tool to calibrate Statewide Model parameters. No Licensed Data will be sold or licensed to any third party.