

BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

tarzoni	
Award	Requested Board Meeting Date: 01/24/2023
* = Mandatory, information must be provided	or Procurement Director Award:
*Contractor/Vendor Name/Grantor (DBA):	
QlikTech, Inc., via SHI International Corp.	
*Project Title/Description:	
Qlik Software Suite	
*Purpose:	
QlikTech, Inc. will provide the services, licensing and sup	ocuments under this Delivery Order is effective January 24, 2022, under which pport for the Qlik Software Suite. The fees associated with this Agreement will not total amount of which is available under SHI International Corp. contract MA-PO-22
*Procurement Method:	
awarded contract MA-PO-22-093 to SHI International Co OMNIA Partners Public Sector and City of Mesa Contract	Cooperative procurement authorized, on 04/05/2022, the Board of Supervisors orp, derived from National Intergovernmental Purchasing Alliance Company dba t No. 2018011, for the purpose of purchasing third-party software to be used by Pime use of acquired third-party software often requires the County and the third-party ent.
PRCUID: 439397	
Attachment: Qlik Software Suite Package	
*Program Goals/Predicted Outcomes:	
The Oile Cofteens Coite will allow for the productions	and concellidation of the reporting infrastructure and data energians, increased

The Qlik Software Suite will allow for the moderinizing and consolidation of the reporting infrastructure and data operations; increased integration with existing and new systems, increasing the ability to consume system data; increased data transparency and timeliness (reduce data lag); reduce on premises footprint and leverage cloud based technology to increase flexibility and scalability; increased security though leveraging industry best practices in cloud envolments; providing high quality printed reports for regulatory compliance; and implement user self-service dashboards and reports.

*Public Benefit:

External reporting will be made available to the public. Increasing transparency of financial data to General Public through interactive reporting or dashboards on the internet.

*Metrics Available to Measure Performance:

Standard project management metrics including CPI (Cost Performance Indicator) and SPI (Schedule Performance Indicator); number of products setup and configured (on time); number of data sources configured; number of new reports configured; and number of reports migrated or rewritten.

*Retroactive:

No.

To: (OB 01-18-23") Addendum PGS: 13 Vers: DO

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information		
Document Type: DO Department Code: IT Co	ontract Number (i.e., 15-123): <u>23-18269</u>	
Commencement Date: 01/24/23 Termination Date: 01/23/24 Pr	rior Contract Number (Synergen/CMS): N/A	
Expense Amount \$ 1,700,000.00 *	nount: \$ <u>N/A</u>	
*Funding Source(s) required: General Fund & Non-Bond Projects Fund		
Funding from General Fund? • Yes • No If Yes \$ 442,000.00	%	
Contract is fully or partially funded with Federal Funds? O Yes O No If Yes, is the Contract to a vendor or subrecipient?		
Were insurance or indemnity clauses modified?		
Vendor is using a Social Security Number? O Yes O No If Yes, attach the required form per Administrative Procedure 22-10.		
Amendment / Revised Award Information		
Document Type: Department Code: Co	ontract Number (i.e., 15-123):	
Amendment No.: AMS Version	on No.:	
Commencement Date: New Termination Date:		
Prior Contr	ract No. (Synergen/CMS):	
O Expense O Revenue O Increase O Decrease	sia Amandua anta d	
Is there revenue included? O Yes O No If Yes \$	nis Amendment: \$	
*Funding Source(s) required:		
Funding from General Fund? O Yes O No If Yes \$	%	
Grant/Amendment Information (for grants acceptance and awards)	C Award C Amendment	
•		
Commencement Date: Termination Date:	ant Number (i.e., 15-123): Amendment Number:	
Match Amount: \$ Revenue Amo	· · · · · · · · · · · · · · · · · · ·	
*All Funding Source(s) required:		
*Match funding from General Fund? O Yes O No If Yes \$	%	
*Match funding from other sources? O Yes O No If Yes \$	%	
*If Federal funds are received, is funding coming directly from the Federal gover	nment or passed through other organization(s)?	
Contact: Procurement Officer, Troy McMaster Digitally signed by Troy McMaster Date: 2023.01.17 08:56:37-0700	Division Manager, Ana Wilber Digitally signed by Ana Wilber	
Department: Procurement Director, Terri Spencer Digitally signed by Terri Spencer Department: Procurement Director, Terri Spencer Digitally signed by Terri Spencer Department: Procurement Director, Terri Spencer Digitally signed by Terri Spencer Department: Procurement Director, Terri Spencer Digitally signed by Terri Spencer Department: Procurement Director, Terri Spencer Digitally signed by Terri Spencer Digi	Telephone: 520.724.8728	
Department Director Signature: Javier Baca		
Deputy County Administrator Signature:	Date: 1/17/2023	
County Administrator Signature:	Date: 117/7023	

QLIK PURCHASE QLIK SOFTWARE SUITE PACKAGE

- 1. SHI Quote 22830437 (2 pages)
- 2. Attachment A: Notes for Qlik SHI Pima Couty (3 pages)
- 3. Exhibit A: Signature Success Services (3 pages)
- 4. Pima County Standard Contract Addendum with Signature Page (4 pages)



Pricing Proposal

Quotation #: 22830437 Created On: 12/5/2022 Valid Until: 1/31/2023

AZ-County of Pima

Inside Account Manager

Scott Zufelt

150 West Congress Street Tucson, AZ 85701 United States

Phone: (520) 724-7115

Fax:

Email: Scott.Zufelt@pima.gov

Phil Spina

290 Davidson Avenue Somerset, NJ 08873 Phone: 732-564-8111

Fax:

Email: phil_spina@shi.com

All Prices are in US Dollar (USD)

Product Qty Your Price Total

Qlik Subscription and Services 1 \$1,573,048.24 \$1,573,048.24 QLIK - Part#:
Contract Name: Omnia Partners - IT Solutions

Contract #: 2018011-02

Note: 12 months (Base Year) - Annual Installments, Electronic Delivery, See below for Qlik Products/Services notes. Your terms of use are subject to your agreement signed between Pima County and QlikTech as amended.

Subtotal \$1,573,048.24

*Tax \$

\$95,955.94

Total \$1,669,004.18

*Tax is estimated. Invoice will include the full and final tax due.

Additional Optional Items

Qlik Subscription and Services

QLIK - Part#:

Contract Name: Omnia Partners - IT Solutions

Contract #: 2018011-02

Note: 12 months (Optional Year 1) - Annual Installments. Electronic Delivery. *see

below Qlik Products/Services notes

1 \$1,430,378.92

1 \$1,573,048,24

\$1,430,378.92

\$1,573,048.24

Qlik Subscription and Services

QLIK - Part#:

Contract Name: Omnia Partners - IT Solutions

Contract #: 2018011-02

Note: 12 months (Optional Year 2) - Annual Installments. Electronic Delivery. *see

below Qlik Products/Services notes

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

*Your terms of use are subject to your agreement signed between Pima County and QlikTech as amended.

Qlik Products/Services notes:

Quantity - Description

Unlimited Users - Qlik Sense Enterprise SaaS Professional User

Unlimited Users - Qlik Sense Enterprise SaaS Analyzer User

Unlimited Users - QSE Client-Managed for QSE SaaS

Unlimited Servers - Qlik NPrinting

Unlimited Engines - Qlik NPrinting Additional Engines

Unlimited Servers - Qlik NPrinting Test Server

Unlimited Servers - Qlik NPrinting Dev Server

8 Cores - Qlik Analytics Platform External Edition

- 1 QAP External Edition Additional Dev Site (8 Cores)
- 1 QAP External Edition Additional Test Site (8 Cores)

Unlimited Users - QSE Client-Managed Dev Site (Included)

Unlimited Users - QSE Client-Managed Test Site (Included)

- 1 Application Automation for QSE SaaS Start Up
- 1 Qlik Sense Enterprise SaaS Expanded Capacity (4 Concurrent Large Apps between 5-10 GB)
- 1 Qlik Reporting Service Premier
- 1 Qlik AutoML Premier
- 1 Qlik Lineage Connectors
- 1 Qlik Data Lineage
- 1 Qlik Signature Success Services (36-month subscription with 2,320 Signature Success Add On credits*)

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Attachment A: Notes for Qlik – SHI – Pima County

Qlik quote# Q-161060; SHI quote# 22830437

QLIK PRODUCTS AND	SERVICES		
Quantity	Description		
Unlimited Users	Qlik Sense Enterprise SaaS Professional User		
Unlimited Users	Qlik Sense Enterprise SaaS Analyzer User		
Unlimited Users	QSE Client-Managed for QSE SaaS		
Unlimited Servers	Qlík NPrinting		
Unlimited Engines	Qlik NPrinting Additional Engines		
Unlimited Servers	Qlik NPrinting Test Server		
Unlimited Servers	Qlik NPrinting Dev Server		
8 Cores	Qlik Analytics Platform External Edition		
1	QAP External Edition Additional Dev Site (8 Cores)		
1	QAP External Edition Additional Test Site (8 Cores)		
Unlimited Users	QSE Client-Managed Dev Site (Included)		
Unlimited Users	QSE Client-Managed Test Site (Included)		
1	Application Automation for QSE SaaS Start Up		
1	Qlik Sense Enterprise SaaS Expanded Capacity (4 Concurrent Large Apps between 5-10 GB)		
1	Qlik Reporting Service Premier		
1	Qlik AutoML Premier		
1	Qlik Lineage Connectors		
1	Qlik Data Lineage		
1	Qlik Signature Success Services (36-month subscription with – 2,320 Signature Success Add On credits*)		

QLIK DATA INTEGRATION PRODUCTS			
Quantity	Description	Source System(s)*	Target System(s)
Unlimited Cores	RDBMS for DW Automation	All Currently Supported Sources	Amazon RDS for SQL Server; Microsoft Azure SQL Database; Microsoft SQL Server; Microsoft Synapse; Oracle; PostgreSQL; Snowflake on Microsoft Azure
Unlimited Instances	SaaS Apps for DW Automation	All Currently Supported Sources	Amazon RDS for SQL Server; Microsoft Azure SQL Database; Microsoft SQL Server; Microsoft Synapse; Oracle; PostgreSQL; Snowflake on Microsoft Azure
Per 100 TBs	DW / DL / Files for DW Automation	File, ODBC	Amazon RDS for SQL Server; Microsoft Azure SQL Database; Microsoft SQL Server; Microsoft Synapse; Oracle; PostgreSQL; Snowflake on Microsoft Azure

SUBSCRIPTION AND SERVICES TERMS							
	Start Date	Subscription Period (Months)	Payment Terms (Days)	Billing Frequency	Late Payment Interest	PO Number (If PO is not required, insert NA.)	
	Order Form Effective Date	12.00 + qty 2 12-month options	45 days	Annual Installment	1.5%		

Special Terms

- 1. Invoicing: Qlik shall invoice Partner for the Total Fees Owed upon signing of this Order Form.
- 2. **Termination of Existing Subscription**. This Order Form hereby terminates Qlik Order Form No. Q-057595 between Partner and Qlik dated January 31, 2020. This Order Form will now begin a new subscription for Customer as reflected herein.
- 3. **Option Year Renewal**. This Order is a 12-month subscription with two (2) 12-month option periods. Partner may purchase each of these option years by the issuance of a purchase order referencing, at a minimum, the Qlik Quote Number above, the applicable fees and the option year period, no later than 30 days prior to the end of the applicable Subscription Period.
- 4. Maintenance and Support will be provided by Qlik.
- 5. **Pass Through Terms.** Partner agrees to include, pass through and make binding the following additional terms and conditions in its ordering documentation to the Customer:
 - a. The Products and Services on this Order Form between QlikTech Inc. ("Qlik") and Customer are governed by and subject to the terms and conditions set forth in the Qlik Customer Agreement made available upon download of the Qlik Software and available at https://www.qlik.com/us/legal/legal-agreements (the "Agreement"). This Agreement shall supersede any additional or conflicting terms and conditions set forth in any purchase order or other ordering document.
 - Termination of Existing Subscription. This Order Form hereby terminates Customer's prior Qlik Order Forms No. Q-057595.
 Customer will now begin a new subscription to the Software as reflected herein
 - c. **Qlik Data Integration**. Qlik Data Integration products may only be used with a specific data connection, which is identified by both the source system from where the data originates and the destination or target system shown in the table above. No other source and target combinations are permitted for use.
 - d. All Supported Sources. Up to 10 currently supported concurrent Sources at any given time. All Supported Sources exclude any SAP and SAP HANA sources.
 - e. **Signature Services.** Signature Services will be provided in accordance with the description of services attached hereto as Exhibit A. The 2,320 Additional Qlik Credits will be allocated to Customer as follows: 1,000 in Year 1, 1,000 in Option Year 2 and 320 in Option Year 3.
 - f. Unlimited Quantity Software. Customer further acknowledges that pricing for any Software or SaaS designated as being "unlimited" quantity on this Order Form is based on an assessment of current needs and company size. Notwithstanding anything to the contrary in the Agreement, such Software is for use by Customer's employees, non-employee workers, or third-party contractors for Customer's internal business purposes only. In additional Customer's subscription includes one tenant and although Customer will may permit an unlimited quantity of users to access the Software, the QSE SaaS Expanded Capacity limits purchased herein and as more fully set forth in the Documentation (i.e., application size, concurrency, data reloads and storage limits) shall apply.
 - g. External Use. Notwithstanding Special Term 2 above, the Software and SaaS users on this Order Form may be used externally by Customer solely in connection with Customer's public records transparency purposes. All other external use is expressly prohibited.
 - n. QSE Client-Managed for QSE SaaS. Customer shall receive an equivalent quantity of Qlik Sense Enterprise Customer-Managed Professional and Analyzer Users to match its QSE SaaS users for the duration of the subscription period. Use of these Customer-Managed Users is restricted to the same user group as the QSE SaaS subscriptions and limited to internal business purposes only. For purposes of any renewal, this Add-On is a bundled subscription and must be renewed collectively with a corresponding QSE SaaS subscription.

- Product & Service Subscription Breakdown. The products and services listed on this order can be broken down for tax purposes in the following way.
 - i. Existing Qlik QDI subscription \$434,416.34
 - ii. New Qlik SaaS subscription \$604,271.90
 - iii. Qlik Signature Services \$534,360.00

CONTRACT

NO. DO-IT-23-18269

AMENDMENT NO. 0

This number must appear on all invoices, correspondence and documents pertaining to this contract.

The contents of this contract are confidential. Requests for a copy shall be submitted to the Clerk of the Board by completing a Public Records Request pursuant to County Administrative Procedure 4-4. The Public Records Request form can be located at http://webcms.pima.gov/ under the 'Quick Links' section. Release of confidential contract information involves a process above and beyond the basic Public Records Request process. This process will be performed by the Procurement Department after the Clerk of the Board receives the completed Public Records Request.

If you have any questions, please call (520)724-8161.

PIMA COUNTY STANDARD CONTRACT ADDENDUM

The following terms are added to and form a part of the Qlik Agreement purchased via SHI Quote 22830437 between Pima County ("County") and QlikTech, Inc., ("Contractor"). Notwithstanding any other provision in the Agreement, these terms shall prevail in the case of conflicting terms between this Addendum and the Agreement.

- 1. Conflict of Interest: This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 2. Non-Appropriation of Funds. Notwithstanding any other provision in this Agreement, County may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Agreement. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
- 3. Books and Records. Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Agreement for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
- 4. Indemnification. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorneys' fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Agreement.

5. Public Records.

- 5.1. <u>Disclosure</u>. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Agreement, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 5.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

6. Laws and Regulations.

- 6.1. Compliance with Laws. Notwithstanding any provision in this Agreement to the contrary, the Agreement shall be governed by all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 6.2. <u>Licensing</u>. Contractor warrants that it is appropriately licensed to provide the services under this Agreement and that any subcontractors will be appropriately licensed.
- 6.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Agreement. Any action relating to this Agreement must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
- 7. Non-Discrimination. Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

- 8. Legal Arizona Workers Act Compliance. If Contractor, under this Agreement, furnishes labor, time or effort to County within the State of Arizona, the following applies: Contractor warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Agreement likewise complies with the State and Federal Immigration Laws. A breach of this paragraph will be deemed a material breach of this Agreement that subjects Contractor to penalties up to and including termination of the Agreement. County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Agreement to ensure that the Contractor or subcontractor is complying with this warranty.
- 9. Israel Boycott Certification. Pursuant to A.R.S. § 35-393.01, if Contractor engages in forprofit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 10. Forced Labor of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractor or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Agreement that the Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
- 11. Americans with Disabilities Act. Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C.§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

SIGNATURE PAGE TO FOLLOW

WITNESS WHEREOF, the parties have approved this Addendum and agree to be bound by the terms and conditions of the Agreement on the dates written below.

PIMA COUNTY	QLIKTECH, INC.	Jason J. Handy AE356FFF553A4F3
Chair, Board of Supervisors	Authorized Officer	Signature
	Jason J. Handy	Director of Finance
Date	Printed Name and	Title
	1/12/2023	
	Date	•
ATTEST		
Clerk of the Board		
Date		
APPROVED AS TO FORM		
Deputy County Attorney		

Rachelle Barr 1/13/2023

Print DCA Name