ITEM: 3.35
(ID # 23775)
MEETING DATE:
Tuesday, January 09, 2024

FROM :   PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES: Ratify and Approve the Universal Terms Order Form Software 2023-013997 7183286/ DPSS-0005039 Agreement with SAS Institute Inc., for SAS Data Reporting Software without seeking competitive bids for one year, effective December 30, 2023 through December 31, 2024; All Districts. [Total Cost $83,649; up to $16,730 in Additional Compensation; 50% Federal, 24% State, 5% County General Fund, 21% Realignment]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Universal Terms Order Form Software 2023-013997 7183286/ DPSS-0005039 Agreement with SAS Institute Inc. for SAS Data Reporting Software without seeking competitive bids for a total amount of $83,649 for one year, effective December 30, 2023, through December 31, 2024, and authorize the Chairman of the Board to sign the Agreement on behalf of the County; and,

2. Authorize the Purchasing Agent, or designee, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total cost of the agreement.
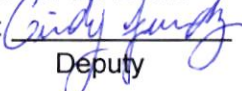
ACTION:Policy

Charity Douglas, DPSS Director   12/14/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	January 9, 2024
xc:	DPSS

Kimberly A. Rector
Clerk of the Board
By:
Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$83,649	$0	$83,649	$0
NET COUNTY COST	$4,182	$0	$4,182	$0
SOURCE OF FUNDS: 50% Federal, 24% State, 5% County General Fund, 21% Realignment			Budget Adjustment: No	
			For Fiscal Year: 23/24 – 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Welfare and Institutions Code sections 10850, 14100.2 14005.35, 14005.36, and 14005.37 allows Riverside County Department of Public Social Services (DPSS) to share data with multiple agencies for the purpose of program administration. The SAS data extraction mechanism allows DPSS to provide customizable data reporting to multiple partner agencies. SAS reporting software allows for state data extraction, data processing, data matching, data validation, and data reporting.

SAS Institute Inc. is a technology firm and the proprietor and developer of SAS Analytics, which is the leading data analysis software in the market.

This board action will approve the Universal Terms Order Form Software 2023-013997 7183286/ DPSS-0005039 with SAS Institute Inc. for their Data Reporting Software SAS without seeking competitive bids for a one-year term effective December 30, 2023, through December 31, 2024 as a result of Sole Source Justification # 24-145.

DPSS processes more than 150 reports weekly that track program performance and inform decision-making. These reports are distributed to numerous partner agencies, executive teams, and multiple county executives that oversee programs. SAS software does an outstanding job in managing data integrity and overall satisfaction. Moreover, DPSS provides the Riverside County Board of Supervisors with reporting on community indicators and demographical information that are directly generated by SAS.

Impact on Residents and Businesses

SAS Analytics allows DPSS to generate business intelligence reports and share data with partner agencies for multiple efforts, including Medi-Cal Managed Care Providers Data Sharing, School Lunch Program Direct Certification Data Sharing, Child Welfare program outcomes measurement, Welfare-to-Work Data Sharing with community colleges, among other efforts. These reporting tools support multiple programs and projects that help DPSS service over one million Riverside County residents annually.

SUPPLEMENTAL:
Additional Fiscal Information

SAS's scope of work includes consulting fees (technical assistance) and an annual subscription for unlimited licensing. SAS technical assistance fees will be to substitute RCIT's assistance in the event that RCIT can no longer provide assistance to this effort. The budget breakdown is as follows:

PERIOD OF PERFORMANCE	CONSULTING FEE	ANNUAL SUBSCRIPTION	ANNUAL PAYMENT
December 30, 2023, through December 31, 2024	$30,360.00	$53,289.00	$83,649.00
Total	$30,360.00	$53,289.00	$83,649.00

All funds for this item are within the department's budget.

Contract History and Price Reasonableness
DPSS has maintained a long relationship with SAS and gets a lower discount than attaining a new quote at market. Renewal rates are the same year after year or slightly increased based on market inflation, among other factors. The renewal is about half of what it would cost to buy this software new.

ATTACHMENTS:

Attachment A: **Universal Terms Order Form Software 2023-013997 County of Riverside, CA 7183286**

Attachment B: **Sole Source Justification # 24-145**

Meghan Hahn, Director of Procurement   12/15/2023

Kimberly Britt, Director of Child Support Services   12/19/2023

Brianna Lontajo, Principal Management Analyst   1/3/2024

Aaron Gettis, Deputy County Counsel   12/18/2023

§.sas

Order Form

SAS Institute Inc. ("**SAS**") SAS Campus Drive Cary, NC 27513 USA Tel: (919) 677-8000 www.sas.com	

Customer:	County of Riverside, a political subdivision of the State of California ("**Customer**")
Address:	FI 11 4080 Lemon St Riverside CA 92501-3609

Taxpayer ID/VAT/GST Number:	Currency: USD

Software

Offering	Pricing Metrics, Quantity and Other Usage Parameters	Operating System
SAS Office Analytics	Virtual Machine (8 virtual processor cores)	WX6S
SAS Visual Analytics (on SAS 9.x)	Processor Core Based (8)	WX6S
Platform Suite for SAS	Virtual Machine (8 virtual processor cores)	WX6S
SAS/ETS	Virtual Machine (8 virtual processor cores)	WX6S
SAS/ACCESS Interface to OLE DB	Virtual Machine (8 virtual processor cores)	WX6S

Term and Fees

Term	Fee	Committed Period	Option Period
License Period 30DEC2023-29DEC2024	$53,289	√	

* This Order Form supersedes and replaces Agreement Number 71832, executed on May 22, 2019 between SAS and Customer and effects the transfer of the license of the Software listed in this Order Form to this Agreement.

Invoicing

Fees will be invoiced in advance of each License Period.

Pricing Metrics and Additional Usage Parameters

- **Enterprise Use** - For this Order Form, the Territory is global. Users may use the Offering for the benefit of Customer and its Related Entities, subject to the applicable Pricing Metric. Unless the Pricing Metric is based on the processing capacity of the Authorized Environment, the Pricing Metric quantity is determined by combining the quantity associated with Customer and its Related Entities benefitting from the use of the Offering. If Customer expands the use of the Offering to benefit additional Related Entities, Customer will notify SAS of any increase to the Pricing Metric quantity and pay any applicable additional Fees. If the Pricing Metric is based on the processing capacity of the Authorized Environment, the Pricing Metric quantity is calculated separately for each Authorized Environment used for production purposes based on the processing capacity of the Authorized Environment.

- **Platform Suite for SAS - Permitted Scope** - Users may use the Software solely for job scheduling purposes in conjunction with SAS software applications residing in the Authorized Environment.

- **Processor Core Based** - The Fee is based on the total number of processor cores contained within a single item of Authorized Environment.

- **Virtual Machine – "Virtual Machine"** means a single virtual environment created using commercially available virtualization software, in which use of the Software is isolated, at all times, to a specified maximum number of virtual processor cores. The Fee is based on the maximum number of virtual processor cores allocated to the Virtual Machine in which the Software is running. A separate Software license is required for each Virtual Machine.

Consulting Services – Time & Materials

Description of Consulting Services: SAS will provide Consulting Services directed towards a reinstallation and migration of Office Analytics and Visual Analytics from 9.4_M6 on Windows 2012 to 9.4_M8 on Windows 2022, to include Integrated Windows Authentication configuration and Active Directory synchronization.

Hourly Rate: $220

Customer Budget: $30,360

How this Order Form Works

This Order Form is governed by and incorporates the following documents. All documents are listed in order of precedence, and are collectively referred to as the "**Agreement**":

Document	Location*
This Order Form	Not Applicable
Software Addendum	https://www.sas.com/addendum-software
Consulting Services Addendum	https://www.sas.com/addendum-consulting
SAS Universal Terms	https://www.sas.com/universal-terms

- The applicable governing law in Section 16.1 of the Universal Terms shall be the laws of the State of California
- Section 16.2 of the Universal Terms shall not apply to this Order Form.
- Section 12 of the Universal Terms shall only apply to the extent permitted by applicable law.

The Universal Terms is amended to include the following: This Agreement shall be effective January 1, 2024 and continue through December 31, 2024. SAS shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

A. After receipt of the notice of termination, SAS shall:
(1) Stop all work under this Agreement on the date specified in the notice of termination; and
(2) Transfer to CUSTOMER and deliver in the manner directed by CUSTOMER any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to CUSTOMER.

B. After termination, CUSTOMER shall make payment only for SAS's performance up to the date of termination in accordance with this Agreement.

C. The rights and remedies of CUSTOMER provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

Section 15 of the Universal Terms is amended to include:
CYBER LIABILITY
SAS shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by SAS, its agents, representatives, or employees. SAS shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

SAS shall procure and maintain cyber liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by SAS in this Agreement and shall include damages suffered by others resulting from a failure of computer security, including liability caused by theft or disclosure of confidential information, unauthorized access, unauthorized use, denial of service attack or transmission of a computer virus. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Section 16.1 is amended to include: Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California. Except for claim of intellectual property infringement, prior to the filing

of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside Customer before a neutral third party mediator. The parties shall share the cost of the mediation.

Section 17.5 is amended as follows: Failure to require compliance with a part of the Agreement is not a waiver of that part. Nothing in the Agreement waives any remedy that either party may have under the Agreement at law, in equity, or otherwise.

The Universal Terms is amended to include the following:

The obligation of CUSTOMER for payment under this Agreement beyond the current County fiscal year is contingent upon and limited by the availability of County funding from which payment can be made. There shall be no legal liability for payment on the part of CUSTOMER beyond June 30 of each year unless funds are made available for such payment by the Board of Supervisors. In the event such funds are not forthcoming for any reason, CUSTOMER shall immediately notify SAS in writing and this Agreement shall be deemed terminated and be of no further force or effect. CUSTOMER shall make all payments to SAS that were properly earned prior to the unavailability of funding.

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

The individual signing or accepting this Order Form must have the authority to bind Customer to the Agreement.

Authorized Signature for SAS *Victoria Clayton*	Authorized Signature for COUNTY
Printed Name of Person Signing: Victoria Clayton Victoria Clayton	Printed Name of Person Signing: Chuck Washington *Chuck Washington*
Title: Director, Licensing Operations	Title: Chairman, Board of Supervisors
Date Signed: December 6, 2023	Date Signed: Jan 10, 2024
(MIM LEGAL)	Approval as to form Minh C. Tran County Counsel *Katherine Wilkins* By: _____ Katherine Wilkins Deputy County Counsel IV Date: Dec 7, 2023 _____

ATTEST:
KIMBERLY A. RECTOR, Clerk

By: *Cindy Fernandez* _____
　　　　　DEPUTY

RIVERSIDE COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES
ADMINISTRATIVE SERVICES DIVISION

Charity Douglas, Director

Date: 11/15/2023

From: Charity Douglas, Director of the Department of Public Social Services

To: Board of Supervisors/Purchasing Agent

Via: Milton Vasquez, Contracts and Grants Analyst, 951-358-3282
               (MilVasqu@rivco.org)

Subject: Sole Source Procurement: Request for Agreement with SAS Institute, Inc for the
acquisition of Enterprise Business Intelligence Licenses.

The below information is provided in support of my Department's requesting approval for a sole
source.

1. **Supplier being requested: SAS Institute, Inc.**

2. **Vendor ID: 67574**

3. ☐ **Single Source   X Sole Source**
    (*Single Source - is a purchase of a commodity or service without obtaining competitive bids
    although more than one source is available*)

    (*Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor
    is qualified or willing to meet the county specified requirements*)

4. **Have you previously requested <u>and</u> received approval for a sole or single source request
   for this vendor for your department?** (*If yes, please provide the approved sole or single
   source number*).

    X **Yes**   ☐ **No**
        SSJ# ___*118476253-_(From RivcoPro)*_____

4a. **Was the request approved for a different project?**

    ☐ **Yes**   *X* **No**

5. **Supply/Service being requested:**
    (*If this request is for professional services, attach the service agreement to this sole source
    request. The Purchasing Agent, or designee, is the signing authority for agreements unless
    the service is exempted by Ordinance 459, Board delegated authority or by State law. All*

insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.)

This request is for a one-year agreement for business intelligence software licenses and SAS Consulting Services. DPSS will be transitioning to Viya, an AI based platform by SAS, subsequent SSJ will be provided for this service.

6. **Unique features of the supply/service being requested from this supplier. (***If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)*

SAS Software and its programming language are proprietary to SAS Institute Inc. SAS Software is only offered within the SAS platform(please see the attached attestation letter from SAS). DPSS is able to connect to and extract data directly from the CalSAWS eligibility system servers at the state level. SAS Institute is regularly ranked by analyst firms Gartner and Forrester as a leader in advanced analytics and business intelligence applications.
The software allows for data queries that enable extraction for multiple reporting, including business partner reports, executive reports, and Board of Supervisors reports.

DPSS has identified SAS as a leader in the business intelligence platform market, particularly for advanced analytical tools, such as data mining, forecasting, and predictive modeling. DPSS has also identified that SAS is the solution for our DPSS's CalSAWS welfare data because its ability to handle large and complex data.

DPSS uses SAS to do perform complex statistical data analysis and reporting for the State, Board of Supervisors and other programmatic stakeholders..

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**
DPSS processes more than 150 reports weekly that track program performance and inform decision-making. These reports are distributed to numerous partner agencies, executive teams, and multiple county executives that oversee programs. SAS software does an outstanding job in managing data integrity and overall satisfaction. Moreover, DPSS provides the Riverside County Board of Supervisors with reporting on community indicators and demographical information that are directly generated by SAS.

By continuing with SAS, DPSS can continue providing uninterrupted reporting. Based on RCITs recommendation, DPSS will work with SAS to attain their Viya web-based platform in preparation for fiscal year 2024-25 to keep up with new demands on online data sharing. Viya is a proprietary online web-based platform owned by SAS that performs the same capacities as their 9.4 version.

8. **Period of Performance:**   From: _ 12/31/2023_ to __ 12/30/2024_
   (total number of years)

Is this an annually renewable contract?   X No   ☐ Yes
Is this a fixed-term agreement: ☐ No   X Yes
(A fixed- term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

Description:	FY24/25__	N/A	N/A	N/A	N/A	Total
	12/31/2023 through 12/30/2024					
One-time Costs:						
Consulting	$30,360					$30,360
Ongoing Costs:						
(Annual Subscription Fee)	$53,289					$53,289
Previous SSJ approved amount	$48,308 SSJ #118476253					
Total Costs	$83,649	$	$	$	$	$83,649

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. *(Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)*

   A. DPSS was quoted $48,308 in single source # 118476253 from 12/1/2022 to 12/30/2023.
   B. The consulting hourly rates have been increased from previous years to accommodate for increase in wages and employee benefits.
   C. The consulting fees may be needed for SAS provide technical assistance on an as-needed basis, should RCIT not be able to provide support.

10. **Price Reasonableness:** *(Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)*

    By renewing the software license agreement, and maintaining a long relationship with SAS, DPSS gets a lower discount than attaining a new quote. Renewal rates are the same year after year or slightly increased based on market inflation, among other factors. Our renewal is about half of what it would cost to buy this software new.

11. **Projected Board of Supervisor Date (if applicable):** 01/09/2023
    (Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

Charity Douglas   CHARITY DOUGLAS   Dec 11, 2023
_____   _____   _____
Department Head Signature   Print Name   Date
        (or designee)

      The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

⬛ Approve   **Approve with Condition/s**   **Disapprove**

Condition/s:

_____

_____

_____

_____

_____

Not to exceed:

      ☐ **One-time** $_____

      ☑ **Annual Amount** $ 83,649_____ / per fiscal year through 12/30/24_____(date)
        (If Annual Amount Varies each FY)
        FY _____: $_____
        FY _____: $_____
        FY _____: $_____
        FY _____: $_____
        FY _____: $_____

Meghan Hahn   21/12/23   24-145
_____   _____   _____
Purchasing Agent   **Date**   **Approval Number**
                                               (Reference on Purchasing Documents)