

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.5
(ID # 24396)

MEETING DATE:
Tuesday, March 19, 2024

FROM : ASSESSOR-COUNTY-CLERK-RECORDER:

SUBJECT: ASSESSOR-COUNTY CLERK-RECORDER: Ratification and Approval of ASARC-Reseller Agreement-0004810 with Computer Aid, Inc. for UiPath Licenses and Services, for an Annual Amount of \$436,235.06 through January 19, 2025, Without Seeking Competitive Bids, All Districts. [Total Cost \$436,235.06; 100%] 100% Departmental Budget.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the ASARC-Reseller Agreement-0004810 with Computer Aid, Inc., a Pennsylvania corporation, for UiPath Licenses and Services for an annual amount of \$436,235.06 through January 19, 2025, without seeking competitive bids, and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and approved as to form by county Counsel to: (a) sign amendments that exercise the options of the including modification of the statement of work that stay within the intent of the Agreement; and (b) sign amendments that stay within the intent of the Agreement.

ACTION:

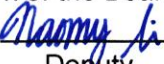


Kan Wang, Assistant Assesor-County-Clerk Recorder 3/7/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez
Date: March 19, 2024
xc: Clerk-Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$436,235.06	\$0	\$436,235.06	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Departmental Budget			Budget Adjustment: No	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Assessor-County Clerk-Recorder (ACR) currently uses UiPath licensing and services to continue its commitment to automating repetitive, manual tasks and streamlining business processes. This results in heightened efficiency, reduced backlogs, and increased time for staff to dedicate to more complex and valuable work. Consequently, ACR is better equipped to meet customer needs and address the persistent challenge of staff attrition.

In February 2021, ACR successfully implemented a robot dedicated to transferring customer-entered data from an online ordering system to a separate processing system. This automated process, seamlessly executed by the bot, has handled over 200,000 transactions. It has eradicated numerous customer data entry issues that previously demanded extensive staff time for research and data cleanup, causing order backlogs and processing delays. With this automation in place, ACR staff now redirect their efforts toward the more meaningful task of fulfilling customer orders. Buoyed by the success of this initial automation, ACR extended the use of UiPath's toolset to automate additional processes. This strategic move not only liberates staff to engage in more valuable and complex work but also aids ACR in addressing the persistent challenge of staff attrition.

UiPath's robotic process automation (RPA) software leverages artificial intelligence, including computer vision and machine learning, alongside user interface automation, workflow automation, API integration, and orchestration. This comprehensive approach creates a novel form of automation that mirrors human staff executing tasks on a computer. By utilizing existing software infrastructure, applications, and workflows, this automation minimizes complexity, risk, and implementation costs.

In conjunction with UiPath's Document Understanding framework and machine learning capabilities, UiPath's RPA automatically handles document and information processing tasks. From initial file intake to digitization, text extraction, data validation, and final document processing, this integration streamlines the entire document management process.

Impact on Residents and Businesses

By automating repetitive manual tasks and optimizing business processes, the ACR achieves improved efficiency, decreases backlogs, and allows staff to focus on higher-value tasks.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Resulting better customer services as they are better equipped to handle higher demands and tackle the ongoing issue of staff turnover.

Contract History and Price Reasonableness

Computer Aid, Inc. has extended General Services Administration (GSA) pricing to the ACR via the attached Single Source Justification. GSA Advantage, an online government purchasing service, that connects government agencies with commercial products and services while following regulatory compliance. The use of GSA pricing ensures that the rates are deemed fair and reasonable for the consumer. This allows the ACR to benefit from the GSA pricing and allows the opportunity to formally bid these services for the upcoming fiscal year. Computer Aid, Inc. is also offering an additional discount on the hourly rates resulting in an additional savings of \$130,766.15 for the following services:

Description	GSA Pricing	Discounted Price	Qty	Total Cost	Total Savings
Project Manager (Hourly)	\$212.29	\$174.16	80	\$13,932.69	\$3,050.51
RPA Solutions Architect (Hourly)	\$340.65	\$60.75	70	\$4,252.85	\$19,592.65
Business Analyst (Hourly)	\$261.66	\$214.66	62	\$13,308.82	\$2,914.10
RPA Developer (Hourly)	\$301.16	\$44.55	410	\$18,266.71	\$105,208.89
Total Savings					\$130,766.15

ATTACHMENTS:

- A. ASARC-Reseller Agreement-0004810
- B. Single Source Justification for UiPath
- C. Quote-County of Riverside UiPath Licenses - 42463831


Meghan Hahn, Director of Procurement 3/7/2024


Aaron Gettis 3/11/2024

ASARC-RESELLER AGREEMENT-0004810
for
UIPATH LICENSING
between
COUNTY OF RIVERSIDE
and
COMPUTER AID, INC.

This Agreement is entered between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"), and COMPUTER AID, INC., a Pennsylvania corporation authorized to conduct business in the State of California (herein referred to as "RESELLER") of UiPath Licensing effective January 20, 2024, based on RESELLER's status as an authorized reseller in response to Carahsoft GSA Contract 47QSWA18D008F for UiPath Licensing. The parties agree as follows:

1. Purchase of UiPath Licensing, which includes the suite of software components (referred to as the "UiPath RPA Platform"), will be through the RESELLER. Terms and conditions between the COUNTY and UiPath, Inc., a Delaware corporation (the "Manufacturer") of the products are governed by UiPath End User Licensing Agreement (EULA) General Terms and Conditions.
2. This Agreement shall be effective starting January 20, 2024, and continues in effect until January 19, 2025. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.
3. **Compensation:**
The COUNTY shall pay the RESELLER for products provided by UiPath Licensing incurred in accordance with the terms of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount of \$436,235.06 (Four Hundred Thirty-Six Thousand, Two Hundred Thirty-Five Dollars and Six Cents), and shall have no obligation to purchase any specified amount of services or products. However, any subsequent years' renewals will be based on the then-current UiPath license costs and/or variability of the licenses the County may choose to purchase at those times. The COUNTY obligation for payment of this Agreement beyond the current term is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.
4. **Hold Harmless/Indemnification:**
 - 4.1 RESELLER shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, to the extent the IP claim alleges that the UiPath RPA Platform (as referenced in the UiPath EULA), infringes the third party's patent, copyright, or trademark; or that UiPath has misappropriated the third party's trade secret ("IP Claim"). RESELLER shall defend the Indemnitees at its sole expense

including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any IP Claim or action.

- 4.2 With respect to any action IP Claim subject to indemnification herein by RESELLER. RESELLER shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes RESELLER indemnification to Indemnitees as set forth herein.
- 4.3 RESELLER obligation hereunder shall be satisfied when RESELLER has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the IP Claim involved.

5. Termination:

- 5.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the RESELLER stating the extent and effective date of termination.
- 5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for RESELLER default, if RESELLER refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY. After receipt of the notice of termination, RESELLER shall stop all work under this Agreement on the date specified in the notice of termination; and transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.
- 5.3 RESELLER rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by RESELLER; or in the event of RESELLER unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.
- 5.4 After termination, COUNTY shall make payment only for RESELLER's performance up to the date of termination in accordance with this Agreement.

6. Alteration or Changes to the Agreement:

- 6.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.
- 6.2 Any claim by the RESELLER for additional payment related to this Agreement shall be made in writing by the RESELLER within thirty (30) days of when the RESELLER has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the RESELLER. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the RESELLER pursuant to the claim. Nothing in this section shall excuse the RESELLER from proceeding with performance of the Agreement even if there has been a change.

7. Notices:

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Assessor-County Clerk-Recorder
PO Box 751
Riverside, CA 92502
Attn: Procurement

CONTRACTOR

Computer Aid, Inc.
1390 Ridgeview Drive
Allentown, PA 18104

8. Insurance:

Without limiting or diminishing the RESELLER'S obligation to indemnify or hold the COUNTY harmless, RESELLER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the RESELLER has employees as defined by the State of California, the RESELLER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of RESELLER'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

C. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The RESELLER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, RESELLER'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure

a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- 3) RESELLER shall cause RESELLER'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
- 4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. RESELLER shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.
- 5) It is understood and agreed to by the parties hereto that the RESELLER'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the RESELLER has become inadequate.
- 7) RESELLER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 9) RESELLER agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
 1. 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 Vendor/Contractor/Operator in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. 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.

9. Disputes:

- 9.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The RESELLER shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.
- 9.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

10. Non-Discrimination:

RESELLER shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

11. General:


- 11.1 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.
- 11.2 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 11.3 The following documents are attached to and incorporated into this Agreement:
a. Attachment A: UiPath Licensing Quote
- 11.4 In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any terms or conditions set forth in any of the attachments, purchase order(s), or other document relating to the transactions contemplated by this Agreement, the terms and conditions set forth in this Agreement shall prevail.

- 11.5** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. 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 signatures of the parties included in this Agreement 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. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. 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.
- 11.6** Pursuant to California Corporations Code Section 313, please provide signature of chairperson of the board, president, or any vice president, and the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. If providing only one signature, please also provide a resolution or other proof of delegated authority that shows signer can legally bind the corporation.

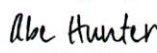
[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington, Chairman
Board of Supervisors
Dated: 3/19/24

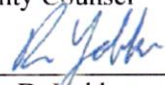
Computer Aid, Inc., a Pennsylvania Corporation, authorized to conduct business in the State of California

DocuSigned by:
By: 
D. Abraham Hunter
Executive Vice President, State Government
Dated: 3/7/2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Ryan D. Jabko
Deputy County Counsel



PETER ALDANA
Assessor-County Clerk-Recorder

COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER
P.O. BOX 751
RIVERSIDE CA 92502-0751
(951) 486-7450

DOUG CADY
ASSISTANT
Valuation Division

KAN WANG
ASSISTANT
Administration Division

LISA ANDERSON
ASSISTANT
County Clerk-Recorder

Date: February 26, 2024
From: Peter Aldana, Assessor-County Clerk-Recorder
To: Board of Supervisors/Purchasing Agent
Via: Ofelia Acosta, Procurement Contract Specialist
Subject: Single Source Procurement; Request for UiPath Licensing and Services

The below information is provided in support of my department requesting approval for a single source.

1. **Supplier being requested: Computer Aid, Inc.**

2. **Vendor ID: 0000249609**

3. **Single Source** **Sole Source**

4. **Have you previously requested and 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).*

Yes **No**
SSJ# _____

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

Yes **No**

5. **Supply/Service being requested:**

The request is for obtaining licenses for UiPath software, a robotic process automation platform driven by artificial intelligence. Designed for enterprise-level end-to-end automation, UiPath empowers organizations to swiftly implement changes by automating routine business tasks. Leveraging a variety of techniques, it transforms manual and tedious activities into streamlined automated procedures.

6. **Unique features of the supply/service being requested from this supplier.**

UiPath's robotic process automation (RPA) software leverages artificial intelligence, including computer vision and machine learning, alongside user interface automation,

workflow automation, API integration, and orchestration. This comprehensive approach creates a novel form of computerized automation that mirrors human staff executing tasks on a computer screen when running any type of line-of-business applications. By utilizing existing software infrastructure, applications, and workflows, this automation minimizes manual efforts, risks of user errors, and implementation costs.

In conjunction with UiPath's Document Understanding framework and machine learning capabilities, UiPath's RPA automatically handles document and information processing tasks. From initial file intake to digitization, text extraction, data validation, and final document processing, this integration streamlines the entire document management process.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

By harnessing UiPath's automation toolset, the Assessor-County Clerk-Recorder (ACR) continues its commitment to automating repetitive, manual tasks and streamlining business processes. This results in heightened efficiency, reduced backlogs, and increased time for staff to dedicate to more complex tasks. Consequently, ACR is better equipped to meet customer needs and address the persistent challenge of staff attrition.

In February 2021, ACR successfully implemented a robot dedicated to transferring customer-entered data from an online ordering system to a separate processing system. This automated process has handled over 200,000 transactions that otherwise have to be performed manually by staff. It has eradicated numerous customer data entry issues that previously demanded extensive staff time for research and data cleanup, causing order backlogs and processing delays. With this automation in place, ACR staff now redirect their efforts toward the more meaningful task of fulfilling customer orders and public service-related functions. Buoyed by the success of this initial automation, ACR extended the use of UiPath's toolset to automate additional processes. This strategic move not only liberates staff to engage in more valuable and complex work but also aids ACR in addressing the persistent challenge of staff attrition.

8. Period of Performance: From: 1/20/2024 to 1/19/2025

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

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.

Description:	FY 23/24	Total
One-time Costs:		
<i>UiPath Licensing Fees and Services</i>	\$436,235.06	\$436,235.06
Total Costs	\$436,235.06	\$436,235.06

10. Price Reasonableness:

Computer Aid, Inc. has extended General Services Administration (GSA) pricing to the ACR. GSA Advantage is an online government purchasing service run by GSA. GSA Advantage is an online shopping and ordering service created within the GSA for use by government agencies to buy commercial products and services. GSA pricing offers the assurance that the rates are both fair and reasonable to the consumer. Computer Aid, Inc. is also offering an additional discount on the hourly rates for the following services:

Description	GSA Pricing	Discounted Price	Qty	Total Cost	Total Savings
Project Manager (Hourly)	\$212.29	\$174.16	80	\$13,932.69	\$3,050.51
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RPA Developer (Hourly)	\$301.16	\$44.55	410	\$18,266.71	\$105,208.89
Total Savings					\$130,766.15

11. Projected Board of Supervisor Date (if applicable): April 2, 2024



Kan Wang Assistant ACR

2/26/24

Department Head Signature
(or designee)

Print Name

Date

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 \$ 436,235 / per fiscal year through 1/19/25 (date)
 (If Annual Amount Varies each FY)

FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____

Reviewed by Procurement Contract Specialist (PCS):

Signature: *Ofelia Acosta*

Date: 2/26/24

<u><i>Meghan Hahn</i></u>	<u>2/27/24</u>	<u>24-199</u>
Purchasing Agent	Date	Approval Number
		(Reference on Purchasing Documents)

County of Riverside 2024 UiPath License Renewal

Quote – County of Riverside UiPath Licenses - 42463831

Published Date:

January 12, 2024

UiPath Certified
PROFESSIONAL SERVICES



UiPath Licensing

CAI has partnered with UiPath, the CAI Team, to provide this licensing quote to the County of Riverside for the 2024-2025 term. This licensing quote is valid until January 19, 2024.

Item #	Qty	Part Number	Description and Product Info	Price	Ext Price	Comments
1	1	UIFDT000000	UiPath - Flex - Bundled Offering (12 Month Term)	\$386,474.00	\$386,474.00	Term: 01/20/2024-01/19/2025
2	80	UIPPS3000000	Project Manager (Hourly)	\$174.16	\$13,932.69	Term: 01/20/2024-01/19/2025
3	70	UIPPS000000-7	RPA Solutions Architect (Hourly)	\$60.75	\$4,252.85	Term: 01/20/2024-01/19/2025
4	62	UIPPS000000-1	Business Analyst (Hourly)	\$214.66	\$13,308.82	Term: 01/20/2024-01/19/2025
5	410	UIPPS000000-5	RPA Developer (Hourly)	\$44.55	\$18,266.71	Term: 01/20/2024-01/19/2025
				Subtotal	\$436,235.06	
				License Total	\$436,235.06	

All Products Purchased under this agreement are available via Electronic Distribution only. No tangible media or documentation will be available or shipped under this agreement. Access to the products purchased under this agreement is in no way dependent upon any tangible media that may have been received prior to, or separately from, this agreement. The billing cycle for UiPath software would be annual and invoiced independently of professional services. Sales tax or any other indirect taxes are not included in the quote. Purchase requires execution of the UiPath End-User License Agreement. Upon commitment, annual license fees are non-cancellable and non-refundable.

This quote is governed by GSA schedule # 47QSWA18D008F

The Professional Services on this quote are governed by the Statement of Work titled County of Riverside SOW Q# 42463831

GSA SKUs Included under UiPath - Flex - Bundled Offering:

UiPath - Flex - Action Center - Named User GSA SKU: UIFDACNU000-611

UiPath - Flex - Attended - Named User GSA SKU: UIFDANU0000-611

UiPath - Flex - Automation Developer - Named User GSA SKU: UIFDADNU000-611

UiPath - Flex - Unattended Robot GSA SKU: UIFDUR00000-611

UiPath - Flex - Unattended Robot - Test GSA SKU: UIFDURT0000-611

UiPath - Cloud - Robot Units Bundle - 72K GSA SKU: UICRRU72B00-611

UiPath - Flex - Platform - Standard GSA SKU: UIFDPTS0000-611

UiPath - Flex - AI Unit Bundle - 60K GSA SKU: UIFDAIUB600-611

UiPath - Enterprise Success GSA SKU: UICPES00000-611

Please reference Carahsoft quote number on your order

This quote is governed by the UiPath General Terms (GT) located at the following web address:

https://static.carahsoft.com/concrete/files/3815/9250/1806/UiPath_GSA_Approved_EULA.PDF

Table 1

License Categories	License Types*	Up to
USERS	UiPath - Flex - Action Center - Named User	15
	UiPath - Flex - Attended - Named User	10
	UiPath - Flex - Automation Developer – Named User	10
ROBOTS	UiPath - Flex - Unattended Robot	13
	UiPath - Flex - Unattended Robot - Test	8
	UiPath - Cloud - Robot Units Bundle - 72K	2
PLATFORM & ADD-ONS	UiPath - Flex - Platform - Standard	1
	UiPath - Flex - AI Unit Bundle – 60K	4
SUPPORT	Included	

*The License Types description is detailed on UiPath Licensing Policy available here: <https://licensing.uipath.com> under Flex Plan

Table 2

		How many Licenses do I receive if I trade in one of each					
		List Price	Users			Robots	
			Action Center - Named User	Attended - Named User	Automation Developer - Named User	Unattended Robot	Unattended Robot - Test
How many licenses do I need to trade in of each product (rows) to receive one license of each product on	Users						
	Action Center - Named User	440		0.28	0.10		
	Attended - Named User	1,600	3.64		0.36		
	Automation Developer - Named User	4,400	10.00	2.75			
	Robots						
	Unattended Robot	10,000	22.73	6.25	2.27		
Unattended Robot - Test	2,000	4.55	1.25	0.45	0.20	5.00	

* Swaps cannot be done or result in fractional quantities



General Responsibilities

CAI Team is responsible for performing the Services described below in this SOW in accordance with the estimated schedule of delivery therein ("Project"). If Riverside requests additional services, the Parties may mutually agree to amend this SOW through a SOW Change Order Form.

In support of this effort, both Parties shall:

- Coordinate any change to this SOW (whether cost impacting or not) and process it using the SOW Change Order Form.
- Collaborate to adjust Project schedules and re-deploy resources in the event of schedule delays beyond the control of either party.
- Confirm the completion of the Services rendered at the end of the Project and resolve any open Project issues within a reasonable timeframe.

For all Time and Materials services as listed in this SOW, CAI Team will deliver on a monthly basis the Professional Services Delivery Time Expense Report. Customer shall have two (2) business days from receipt of such report to raise any objections. If Customer does not respond within such two (2) day period, the Services shall be deemed to be completed. If the Customer indicates a noncompletion of the Services the parties will promptly meet and will collaborate in good faith to resolve the issues.

County of Riverside's Responsibilities are listed below:

- Provide CAI Team with reasonable access to your required personnel and designate a contact person(s) having authority to make decisions and who will provide access to necessary information/systems and ensure participation of departments and personnel (including application owners, architects, or administrators) required for the successful completion of the Project.
- Provide functioning hardware and base operating systems including, but not limited to, software, licenses, servers, networking devices, physical and logical security datacenter and cables, and other such hardware and devices required for the performance of Services.
- Represent that you have the appropriate rights to allow CAI Team to use and/or modify any software or products as part of the Services and warrants that CAI Team's access to and use of any materials, files, licenses, software, or hardware provided by the Customer to CAI Team, for the purpose of delivering the Services and any potential deliverables, will not breach any third-party agreements or infringe the rights of any third parties.
- Ensure that working conditions on-site are available (e.g.: suitable office or another similar workspace appropriate for the service(s), internet access, designated contact person who will provide escorted or unescorted access to necessary site(s), all necessary approvals and clearances required to work at the delivery location prior to commencement of any work) or, if UiPath performs the Services remote, you must provide secured remote access to required systems.
- For CAI Team services with RPA development deliverables, you must provide approved process(es) to be automated and a completed preinstall checklist before CAI Team begins work.
- In order for CAI Team to perform its obligations, you must make available certain dependencies including, but not limited to the ones described in this section. Should any of your dependencies impact UiPath's ability to perform its obligations, CAI Team shall notify you and attempt to reallocate the impacted resources. If the reallocation is not commercially feasible or requires a change of the initial SOW, the Parties will mutually agree upon a SOW Change Order Form. CAI Team shall not be liable for any delays or impossibility to deliver the Services as per the SOW in absence of a signed SOW Change Order Form.
- All Services shall be delivered using dummy data. In the event Services cannot be performed without use of Personal Data, you will notify CAI Team in advance and CAI Team will process Personal Data in accordance with the DPA or BAA negotiated by the Parties for Services, or, in lack of it, as per the DPA or BAA available on the Trust Portal ("Personal Data" means information related to an identified or identifiable natural person as defined by, as applicable, Regulation (EU) 2016/679 (GDPR), the California Consumer Privacy Act (CCPA), and other applicable privacy laws, including where applicable protected health information, as regulated by the Health Insurance Portability and Accountability Act of 1996).
- Use the deliverables provided by UiPath as part of professional services, only in conjunction with the Technology (meaning each and together, the (i) Software identified in the applicable Order, (ii) materials developed by UiPath for you during performance of Services, and (iii) UiPath Background IPR, as such capitalized words are defined in Master Software and Services Agreement (MSSA) available here https://www.uipath.com/hubfs/legalspot/UiPath_MSSA.pdf, as updated from time to time, or similar agreement executed by the parties)

CAI Team's Responsibilities are listed below:

- Shall be responsible for performing the Services described in this SOW and shall make commercially reasonable efforts to complete the Services in the estimated time or work through the SOW Change Order Form process to add additional time.
- Shall deliver the Services on-site or remote, as indicated in Section 3.
- Has no obligation to perform Services on any UiPath-observed holiday in the location where Services shall be performed or more than 8h per day.

1.3 Assumptions

- Services start dates will be dependent upon the availability of qualified resources and will be negotiated between County of Riverside and CAI Team and are best estimates. Notwithstanding the term of the SOW, any work performed by CAI Team under this SOW as agreed by the parties even outside of such term shall be paid in full by the County of Riverside.
- CAI Team may apply multiple resources simultaneously to reduce duration through parallel workstreams.
- Infrastructure is set up, access is granted for developers and service accounts, and test data is provided before the start of the engagement.
- County of Riverside agrees that CAI Team may deliver Services using CAI Team group entities (as detailed on the Trust Portal) and/or contractors. A list of contractors used to deliver Services under the SOW shall be made available, upon your request, unless inserted below in Description of Services.

1.4 Payment

All fees shall be paid in accordance with the Agreement, unless otherwise agreed in the payment terms below. Notwithstanding anything to the contrary in the Agreement, all fees are non-refundable and non-cancellable. County of Riverside has the obligation to pay for all Services performed under this SOW by CAI Team.

1.4.1 Time and Materials Pre-paid

For all pre-paid Time and Materials services, CAI Team will be invoiced at the signing of this SOW the full amount of the fees of the corresponding service. The parties agree that all prepaid fees are non-refundable. County of Riverside has 12 months to fully consume the full value of the prepaid fees from the date of the execution of this SOW. In the event the prepaid amounts are not fully consumed at the end of the 12 months, any remaining unused fees shall be forfeited without credit or refund.

1.5 Change management

1.5.1 For Time and Material Services

Process

Any deviation or change in resource utilization must be approved in writing by the authorized signatories of each party. The project administrator has overall responsibility for the change management process. When a change is desired, County of Riverside must notify the project administrator who will:

- Prepare a preliminary SOW Change Order Form to identify the nature of the requested change.
- Get acceptance of the SOW Change Order Form from the County of Riverside.
- Make the resource changes per the SOW Change Order Form.
- Report the Change Request status in the Progress Reports

If the County of Riverside wishes to add, extend or remove resources, the following conditions apply:

- Any additional resource onboarding requires two weeks' advance written notice from County of Riverside.
- Request to release a resource from an engagement requires one week's' advance written notice from County of Riverside.
- For addition or extension of resources, fees will be based on agreed rates.

1.6 Term



This SOW commences as of the date the last Party signs this SOW (“Effective Date”) and continues until the earlier of: (i) the Services have been performed, or (ii) the Service Credits redemption period has expired.

1.7 Service Delivery Location

The location of delivery resources is shown below.

The following applies to the location of the services delivery:

- Working hours for India based resources are 3:30 am to 11:30 am EST.
- Working hours for LATAM based resources are 9:00 am to 5:00 pm EST.

Project Manager – United States

RPA Solutions Architect – India

Business Analyst – LATAM

RPA Developer – India

1.8 Services Overview

Staff Augmentation services are designed to provide short-term or long-term support to ensure the success of your RPA journey. Your RPA Staff Aug resources are meant to become a part of your team to provide RPA expertise, advice, and hands-on skills as needed.

CAI Team will work with CUSTOMER to deliver this engagement over a twelve (12) week time period.

1.8.1 Scope of Services – Staff Augmentation

CAI Team to provide RPA Staff Augmentation resources to assist CUSTOMER with the following activities:

- Provide guidance and recommendation for process design and process development best practices.
- Assist CUSTOMER in discovery of existing business process and how to transition to automated workflows
- Assist with development efforts, as needed and provide guidance.
- Providing knowledge transfer and insight to CUSTOMER Team/staff

1.8.2 Deliverables – Staff Augmentation

- N/A

1.8.3 Roles and Skills – Staff Augmentation

Role	Skills
Project Manager	Project Management Assistance Best Practices mentoring Customer Coordination Risk/Issue management and escalation Project reporting Financials management
RPA Solutions Architect	Solution Architecture assistance Best practices mentoring Solution design Solution Definition Documentation
Business Analyst	Business Analysis assistance Best Practices mentoring Business Requirements discovery Process Analysis Process Definition Documentation



RPA Developer	RPA development assistance Best practices mentoring RPA Process development RPA Process unit testing RPA Process UAT testing defect remediation RPA process deployment RPA process post-install support (HyperCare)
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