

32458

DATE: February 26, 2013

TO: Board of Acquisition and Contract

FROM: John B. McCaffrey, Chief Information Officer
Department of Information Technology

RE: AUTHORITY FOR THE COUNTY OF WESTCHESTER TO ENTER INTO AN AGREEMENT (IT-1306) WITH KANA TECHNOLOGIES, INC. ("KANA"), PURSUANT TO WHICH KANA WILL PROVIDE INSTALLATION, CONFIGURATION, DEVELOPMENT, AND TRAINING FOR VARIOUS KANA SOFTWARE MODULES ON A CUSTOM BASIS, FOR AN AMOUNT NOT-TO-EXCEED \$154,922, FOR A TERM MARCH 1, 2013 THROUGH FEBRUARY 28, 2014

Authority is requested for the County of Westchester (the "County") to enter into an agreement with KANA Technologies, Inc. ("KANA"), pursuant to which KANA will provide the County with installation, configuration, development, and training for various KANA software modules on a custom basis, for an amount not-to-exceed \$154,922, for a term commencing March 1, 2013 and continuing through February 28, 2014 (the "Agreement").

The KANA software modules for which the services will be provided will facilitate communication with County residents by handling requests for information, requests for services, and requests to sign up for County notifications, as well as handling the tracking of the resolution of such requests and citizen feedback.

The proposed Agreement will serve a public purpose by providing the County with the services it needs in order to have its various KANA software modules to be installed, configured, and developed properly, and to have its staff properly trained in the use of the modules.

The goal and objective of the proposed Agreement is to provide the County with the services it needs in order for its various KANA software modules to be installed, configured, and developed properly, and to have its staff properly trained in the use of the modules.

The goal and objective of the proposed Agreement is in the best interests of the County in terms of fiscal responsibility, as more efficient handling of citizen requests for information and services is anticipated to ultimately provide a cost savings.

The goal and objective of the proposed Agreement will be tracked and monitored by the staff of the Department of Information Technology.

The KANA software modules are proprietary to KANA and KANA does not permit any other vendors to provide these installation, configuration, development, and training services. Accordingly, we recommend that this procurement be classified as a sole source procurement pursuant to Section 9 of the Westchester County Procurement Policy.

Accordingly, the attached resolution is submitted for your consideration.

JBM/bdm/nn

APPROVED BOARD OF ACQUISITION & CONTRACT - 03/14/2013 - JOMARY VEIRA, SECRETARY

RESOLUTION

UPON A COMMUNICATION FROM THE CHIEF INFORMATION OFFICER,
DEPARTMENT OF INFORMATION TECHNOLOGY, BE IT HEREBY:

RESOLVED, that the County of Westchester (the "County") is hereby authorized to enter into an agreement with KANA Technologies, Inc. ("KANA"), pursuant to which KANA will provide the County with installation, configuration, development, and training for various KANA software modules on a custom basis, for an amount not-to-exceed \$154,922, for a term commencing March 1, 2013 and continuing through February 28, 2014 (the "Agreement"); and be it further

RESOLVED, that pursuant to Section 9 of the Westchester County Procurement Policy, this procurement is deemed a sole source procurement; and be it further

RESOLVED, that this Agreement is subject to County appropriations; and be it further

RESOLVED, that this Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute and deliver any and all documents and to take all action necessary and appropriate to effectuate the purposes hereof.

Account to be Charged/Credited:
Agreement IT-1306

Year	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2013	101	16	6000	4420		\$154,922

Budget Funding Year(s): 2013 Start Date: 03/01/13 End Date: 02/28/14
(must match resolution)

Funding Source	Tax Dollars	<u>\$154,922</u>
	State Aid	_____
<u>\$154,922</u>	Federal Aid	_____
(must match resolution)	Other	_____