

Department of Information Technology

51079

DATE: February 16, 2016

TO: Board of Acquisition and Contract

FROM: John B. McCaffrey, Chief Information Officer

Department of Information Technology

RE: Authority for the County to enter into an agreement with Verint Americas Inc.,

pursuant to which it will provide professional services regarding its proprietary software, for an amount not-to-exceed \$50,000.00, for a term commencing upon

execution and continuing through March 1, 2017. (Agreement No. IT-1379)

Authority is requested for the County of Westchester (the "County") to enter into an agreement with Verint Americas Inc. ("Verint"), pursuant to which Verint will provide the County with professional services (as described below) regarding Verint's proprietary software, for an amount not-to-exceed \$50,000.00, payable pursuant to an approved budget, for a term commencing upon execution and continuing through March 1, 2017 (the "Agreement").

Under the Agreement, Verint will provide the following professional services:

1.) Participate in project planning, coordination and management tasks to expand the use of the software to various County departments;

- Deploy and implement the software application and modules in additional areas and ensure that the core application is working and configured correctly; and
- 3.) Provide training for County personnel.

The proposed Agreement will serve a public purpose by providing the County with the services it needs in order to have various new Verint software implementations be planned-out, deployed, and implemented properly, and to have its staff properly trained in the use of the software.

The goal and objective of the proposed Agreement is to provide the County with the services it needs in order to have various new Verint software implementations be planned-out, deployed, and implemented properly, and to have its staff properly trained in the use of the software.

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, through expanded use of Verint's software, 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 Verint software modules are proprietary to Verint and Verint does not permit any other vendors to provide the above-described services. Accordingly, I 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.

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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 (IT-1379) with Verint Americas Inc. ("Verint"), pursuant to which Verint will provide the County with professional services regarding Verint's proprietary software, for an amount not-to-exceed \$50,000.00, payable pursuant to an approved budget, for a term commencing upon execution and continuing through March 1, 2017 (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:

IT-1379

11-10/0						
Year	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Bond Act#	Dollars
2016	316	16	BIT4B01S	6120	56-2014	\$50,000
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	Budget Funding Year(s): _ (must match resolution)	2016	Start Date: Upon Exec.	End Date: <u>3/1/2017</u>
	Funding Source		Dollars \$50,000 e Aid	_
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