

AB 2023-807

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. 202312004

Originating Department: Human Resources
Division/Program: (i.e. Dept. Division and Program) AS - Human Resources
Contract or Grant Administrator: Donnie LaPlante
Contractor's / Agency Name: Insight Public Sector

Is this a New Contract? Yes [X] No [] If not, is this an Amendment or Renewal to an Existing Contract? Yes [] No [X]
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes [X] No [] If No, include WCC: _____
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes [] No [X] If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes [] No [X] If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Yes [] No [X] If yes, RFP and Bid number(s): _____ State Contract _____ Contract Cost Center: 507140.6625

Is this agreement excluded from E-Verify? No [] Yes [X] If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:
[] Professional services agreement for certified/licensed professional. [] Goods and services provided due to an emergency
[] Contract work is for less than \$100,000. [X] Contract for Commercial off the shelf items (COTS).
[] Contract work is for less than 120 days. [] Work related subcontract less than \$25,000.
[] Interlocal Agreement (between Governments). [] Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments): \$ 150,695.09
This Amendment Amount: \$
Total Amended Amount: \$

Council approval required for; all property leases, contracts or bid awards exceeding \$40,000, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:
1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

Request authorization for the County Executive to enter into a three-year agreement, using the State of Washington contract, between Whatcom County and Insight Public Sector for Neogov Onboard, Perform and Single Sign-On software, in the amount of \$150,695.09

Term of Contract: 3-Year Expiration Date: December 31, 2026

Contract Routing: 1. Prepared by: D.LaPlante Date: 11/8/23
2. Attorney signoff: George Roche Date: 11/21/23
3. AS Finance reviewed: Andrew Tan Date: 11/21/23
4. IT reviewed (if IT related): P. Rice Date: 11/14/23
5. Contractor signed: [check] Date: 11/20/23
6. Submitted to Exec.: [check] Date: 12/6/23
7. Council approved (if necessary): AB2023-807 Date: 12/5/23
8. Executive signed: [check] Date: 12/6/23
9. Original to Council: _____ Date: _____



RECEIVED

DEC 06 2023

MELISSA KEELEY
Manager

WHATCOM COUNTY
EXECUTIVE'S OFFICE

TO: Satpal Singh Sidhu, County Executive
THROUGH: Tyler Schroeder, Director of Administrative Services/Deputy Executive
FROM: Donnie LaPlante, Associate HR Manager *DL*
RE: Agreement for NEOGOV Onboard, Perform, and Single Sign-On Software
DATE: November 22, 2023

Enclosed is a proposed agreement between Whatcom County and Insight Public Sector, using the State of WA contract, to purchase NEOGOV Onboard, Perform and Single Sign-On software.

▪ **Background and Purpose**

Recruitment and onboarding activity has increased dramatically over the last several years, with continued activity expected for growth and retirements. Recruitment and onboarding of new employees is becoming more challenging and time consuming as the labor market changes. Additionally, the current format for performance evaluations is completely manual and difficult to track for an organization our size.

In 2021 the County contracted for NEOGOV'S recruitment module. This product has met and exceeded our expectations.

NEOGOVS offers other modules as part of a suite of HR software, and is recognized as being at the top of the market for public sector HR software. They only serve the public sector, and many neighboring municipalities use it. It is streamlined, cloud-based, and regularly updated with new features.

The Onboard module will create new efficiency for processing new hires by eliminating paper and standardizing our process to ensure consistency and compliance. In addition, it will allow us to help new hires feel welcome and prepared for their role with a personalized portal of resources and support.

The Perform module will automate our performance appraisal system, allow managers to set and track goals, and provide ongoing feedback.

▪ **Funding Amount and Source**

This agreement is for a total of \$150,418.58 for a 3-year subscription for NEOGOV's Onboard, Perform and Single Sign-On software. The source of funding has been provided in ASR 2023-6795, ASR 2023-6800, and Supplemental 4241 in the mid-biennial review.

NEOGOVS is offering an incentive that expires 12/31/23 for new subscribers who agree to a 3-year term. Taking advantage of this offer now will save the County nearly \$20,000 in the first year, as well as reducing the costs of the second and third year of the agreement.

Please contact me at x5306 if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY
CONTRACT NO.
202312004

SOLD-TO PARTY 11132459

WHATCOM COUNTY
ACCOUNTS PAYABLE
311 GRAND AVE STE 401
BELLINGHAM WA 98225-4038

SHIP-TO

WHATCOM COUNTY
311 GRAND AVE STE 401
BELLINGHAM WA 98225-4038

Quotation

Quotation Number : 0226710635
Document Date : 27-SEP-2023
PO Number :
PO release :
Sales Rep : Derek Racki
Email : DEREK.RACKI@INSIGHT.COM
Telephone : +15053183191

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery : FOB ORIGIN
Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
NEOINCTMGJWC1-WC	NEO GOV INCLUDES ONBOARD SUBSCRIPTION SETUP PERFORM SUBSCRIPTION PERFORM SIGN ON SETUPSINGLE SIGN ON PLA Coverage Dates: 01-JAN-2024 - 31-DEC-2024 STATE OF WASHINGTON NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 14922-03) Includes Onboard Subscription Onboard Setup Perform Subscription Perform Setup Single Sign On Subscription and Single Sign On Setup	1	43,823.47	43,823.47
NEOINCTMGJWC2-WC	NEO GOV INCLUDES ONBOARD SUBSCRIPTION SETUP PERFORM SUBSCRIPTION PERFORM SIGN ON SETUP Coverage Dates: 01-JAN-2025 - 31-DEC-2025 STATE OF WASHINGTON NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 14922-03) Includes Onboard Subscription Perform Subscription and Single Sign On Subscription	1	40,834.12	40,834.12
NEOINCTMGJWC3-WC	NEO GOV INCLUDES ONBOARD SUBSCRIPTION SETUP PERFORM SUBSCRIPTION PERFORM SIGN ON SETUP Coverage Dates: 01-JAN-2026 - 31-DEC-2026 STATE OF WASHINGTON NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 14922-03) Includes Onboard Subscription Perform Subscription and Single Sign On Subscription	1	53,594.78	53,594.78

Product Subtotal	138,252.37
TAX	12,166.21
Total	150,418.58

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Derek Racki
+15053183191
DEREK.RACKI@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end-user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>

CONTRACTOR:

Insight Public Sector

DocuSigned by:
Erica Falchetti 11/20/2023
277ABF868834DA
Erica Falchetti

CONTRACTOR

Insight Public Sector
2701 E INSIGHT WAY
CHANDLER, AZ 85286-1930
Tel: (800) 467-4448

Contact Name: Derek Racki
Contact Phone: 505-318-3191
Contact email: derek.racki@insight.com

WHATCOM COUNTY:

Recommended for Approval:

DocuSigned by:
Melissa Keely 11/20/2023
J9CB30FE2C93409
Human Resources Manager Date

Approved as to form:

DocuSigned by:
Georgy Roche 11/20/2023
699516998582415
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

By: Satpal Singh Sidhu 12/6/23
Satpal Singh Sidhu, Whatcom County Executive



SERVICES AGREEMENT APPLICABLE TO CUSTOMERS OF NEOGOV RESELLERS

V032122

You are acquiring a subscription to a proprietary NEOGOV web-based software-as-a-service application (a "SaaS Application") and Professional Services (collectively referred to as the "Services") operated by Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV"). NEOGOV has issued Order Form #12654 to Insight Public Sector (the "Reseller") with respect to the Services to be purchased by Reseller from NEOGOV to be resold by Reseller to you ("Your Order").


In addition to any terms and conditions related to your use of the Services pursuant to any agreement by and between you and Reseller, you acknowledge and agree that Your Order is subject to the terms and conditions set forth at https://www.neogov.com/hubfs/NG_ResellerCustomerAgreement.pdf (the "Terms"), and in acquiring a subscription to the Services, you expressly acknowledge and agree that NEOGOV shall have the right to enforce the Terms against you and that the Terms constitute the entire agreement and supersede any and all prior agreements between you and NEOGOV with regard to your subscription to the Services or your access to or use thereof including but not limited to any agreement between you and the Reseller.

If you are executing this Services Agreement on behalf of a company, organization or another legal entity (an "Entity"), you are agreeing to the Terms for that Entity and representing to NEOGOV that you have the authority to bind such Entity and its affiliates to the Terms, in which case the terms "you," "your" or a related capitalized term herein shall refer to such Entity and its affiliates.

Notwithstanding anything to the contrary above, the following Special Condition shall apply:

"Termination for Non-Appropriations. If Customer is subject to federal, state or local law which makes Customer's financial obligations under these Terms contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations."

IN WITNESS WHEREOF, you have caused this Services Agreement to be executed by your duly authorized officer as of the date set forth below, and consent to the Terms.

Customer: Whatcom County Name: Satpal Sidhu
Signature: 
Print Name: Satpal Sidhu
Title: County Executive
Date: 12/16/23

