State of New Jersey
New Jersey Department of
Management and Administration (4210)

Release Purchase Order

T3121 Software Reseller Services

P.O. Date: 10/31/2024

Blanket Order Number

20-TELE-01512:3181

SHOW THIS NUMBER ON ALL PACKAGES, INVOICES AND SHIPPING PAPERS.

Agency Ref. # RT 137246

VENDOR

Vendor Number: ███████

Insight Public Sector Inc

2701 E Insight Way
Chandler , AZ 85286
teamnj@insight.com
480-333-3071

Vendor Alternate ID: ███████

Remit Address:
Jim Trevino
PO Box 731072
DALLAS, TX 75373-1072
US

Email: ach@insight.com
Phone Number: (480)333-3102

SHIP TO

███████
55 North Willow Street
TRENTON , NJ 08608
US
Email: ███████
Phone: ███████

BILL TO

███████
DOH M&A Accounting & Procurement Unit
H & A Building, 7th Fl, PO BOX 360
Trenton, NJ 08625-0360
US
Email: ███████
Phone: ███████

INVOICES: Direct invoices in DUPLICATE to the address shown above. TERMS AND CONDITIONS set forth in our Bid or Quotation, on the reverse side hereof or incorporated herein by reference become a part of this

ATTN: ███████

Account Code: 23-100-ST05- -163-2001-3430- - -8813	Payment Terms:
	Shipping Terms:
	Freight Terms:
Solicitation (Bid) No.:	Delivery Calendar Day(s) A.R.O.: 0

Item # 1
Class-Item 208-80

24-T3121-INTG01. ServiceNow Fixed Fee Implementation Milestone 1: At Signature. Material: MILESTONE1-SENW. Quote #: 0227736100

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
1.00	$ 33,582.86	NET	0.00 %	$ 0.00		$ 0.00	$ 0.00	$ 33,582.86

LN/FY/Account Code	Dollar Amount
1/25/23-100-ST05- -163-2001-3430- - -8813	$ 33,582.86

Item # 2
Class-Item 208-80

24-T3121-INTG01. ServiceNow Fixed Fee Implementation Milestone : Completion of Design Workshops. Material: MILESTONE2-SENW. Quote #: 0227736100

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
1.00	$ 22,388.57	NET	0.00 %	$ 0.00		$ 0.00	$ 0.00	$ 22,388.57

LN/FY/Account Code	Dollar Amount
2/25/23-100-ST05- -163-2001-3430- - -8813	$ 22,388.57

Item # 3
Class-Item 208-80

24-T3121-INTG01. ServiceNow Fixed Fee Implementation Milestone 3: Completion of User Acceptance Testing. Material: MILESTONE3-SENW. Quote #: 0227736100

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
1.00	$ 33,582.86	NET	0.00 %	$ 0.00		$ 0.00	$ 0.00	$ 33,582.86

LN/FY/Account Code	Dollar Amount
3/25/23-100-ST05- -163-2001-3430- - -8813	$ 33,582.86

Item # 4
Class-Item 208-80

24-T3121-INTG01. ServiceNow Fixed Fee Implementation Milestone 4: Completion of Technical Go Live. Material: MILESTONE4-SENW. Quote #: 0227736100

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
1.00	$ 22,388.57	NET	0.00 %	$ 0.00		$ 0.00	$ 0.00	$ 22,388.57

LN/FY/Account Code	Dollar Amount
4/25/23-100-ST05- -163-2001-3430- - -8813	$ 22,388.57

Item # 5
Class-Item 208-80

24-T3121-INTG01. INRY CELEBRATE - Standard Employee to 6000 ServiceNow. Material: INRYCELEBRATE. Quote #: 0227736100

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
1.00	$ 79,568.43	NET	0.00 %	$ 0.00		$ 0.00	$ 0.00	$ 79,568.43

LN/FY/Account Code	Dollar Amount
5/25/23-100-ST05- -163-2001-3430- - -8813	$ 79,568.43

TAX:	$ 0.00
FREIGHT:	$ 0.00
TOTAL:	$ 191,511.29

APPROVED

By: █████████ _____

Phone#: █████████ _____

BUYER

INSIGHT PUBLIC SECTOR, INC.
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

SOLD-TO PARTY 10210216

NJ DEPT OF HEALTH
55 N WILLOW ST
TRENTON NJ 08608-1203

SHIP-TO

NJ DEPT OF HEALTH
55 N WILLOW ST
TRENTON NJ 08608-1203

Quotation

Quotation Number	: 0227736100
Document Date	: 05-SEP-2024
PO Number	:
PO Release	:
Sales Rep	: Dana Zampella
Email	: DANA.ZAMPELLA@INSIGHT.COM
Phone	: +17326068362
Sales Rep 2	: Natalie Whiteman
Email	: NATALIE.WHITEMAN@INSIGHT.COM
Phone	: +17326068384

We deliver according to the following terms:

Payment Terms	: Net 60 days
Ship Via	: Insight Assigned Carrier/Ground
Terms of Delivery	: FOB DESTINATION
Currency	: USD

PO #T3121/ 20-TELE-01512

Material	Material Description	Quantity	Unit Price	Extended Price
MILESTONE1-SENW	SERVICENOW® FIXED FEE IMPLEMENTATION $1,000 STATEMENT OF WORK) MILESTONE 1: AT SIGNATURE TIER 3 STATE OF NEW JERSEY SOFTWARE RESELLER SERVICES(# T3121) Cost: 32,059.88 Markup: 4.750%	1	33,582.86	33,582.86
MILESTONE2-SENW	SERVICENOW® FIXED FEE IMPLEMENTATION $1,000 STATEMENT OF WORK) MILESTONE 2: COMPLETION OF DEISGN WORKSHOPS TIER 3 STATE OF NEW JERSEY SOFTWARE RESELLER SERVICES(# T3121) Cost: 21,373.25 Markup: 4.750%	1	22,388.57	22,388.57
MILESTONE3-SENW	SERVICENOW® FIXED FEE IMPLEMENTATION $1,000 STATEMENT OF WORK) MILESTONE 3: COMPLETION OF USER ACCEPTANCE TESTING TIER 3 STATE OF NEW JERSEY SOFTWARE RESELLER SERVICES(# T3121) Cost: 32,059.88 Markup: 4.750%	1	33,582.86	33,582.86
MILESTONE4-SENW	SERVICENOW® FIXED FEE IMPLEMENTATION $1,000 STATEMENT OF WORK) MILESTONE 4: COMPLETION OF TECHNICAL GO LIVE TIER 3 STATE OF NEW JERSEY SOFTWARE RESELLER SERVICES(# T3121) Cost: 21,373.25 Markup: 4.750%	1	22,388.57	22,388.57
INRYCELEBRATE	INRY CELEBRATE™ - STANDARD EMPLOYEE TO 6000) SERVICENOW TIER 3	1	79,568.43	79,568.43

Material	Material Description	Quantity	Unit Price	Extended Price
	STATE OF NEW JERSEY SOFTWARE RESELLER SERVICES(# T3121)			
	Custom Agreement #24-T3121-INTG01 Cost: 75,960.00 Markup: 4.750%			

Services Subtotal	191,511.29
TAX	0.00
Total	191,511.29

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

Sincerely,

Dana Zampella
+17326068362
DANA.ZAMPELLA@INSIGHT.COM

Natalie Whiteman
+17326068384
NATALIE.WHITEMAN@INSIGHT.COM

*Please note for any Oracle products purchased under this contract.
This quote/order expressly incorporates by reference the Custom Agreement between the State of New Jersey ("NJ"') and Oracle America, Inc. ("Oracle") No. US-GMA-2417598 (21-M0003-ORCL01) as the End User Agreement between You and Oracle. The End User Agreement represents the complete end user terms and conditions directly between end user and Oracle and shall be the exclusive and controlling terms and conditions for all matters pertaining to Oracle notwithstanding what terms and conditions may reside in the agreement between NJ and Insight Public Sector, Inc. in Contract Number # T3121/Master Blanket P.O. 20-TELE-01512.

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

This Exhibit is governed under the Custom Agreement: 24-T3121-INTG01 dated [August 20, 2024] between State of New Jersey, Department of the Health ("Customer"), and IntegRhythm LLC. (DBA "INRY", a Cprime company) and is fully incorporated therein.

1. Objective

The State of New Jersey – Department of Health aims to foster a culture of recognition and engagement among its employees by implementing INRY CELEBRATE™, a comprehensive rewards and recognition platform built on the ServiceNow platform. By leveraging INRY CELEBRATE™, the department seeks to enhance employee morale, boost productivity, and strengthen employer branding through strategic recognition programs and initiatives. This platform will provide a centralized hub for employees to acknowledge and appreciate their colleagues' contributions, fostering a positive and collaborative work environment.

This SOW documents the Services, fees, and other project management requirements being delivered by INRY for the scope as described in the following sections:
- Section 2 Fees and Fee Schedule
- Section 3 Project plan and timeline
- Section 4 Description of Services
- Section 5 Service delivery approach: Process Area Specific Sprints (PASS)

2. Fees and Fee Schedule

For Services INRY performs per this exhibit, the Customer shall compensate INRY as per the terms agreed upon in the MSA.

2.1 Service Fee

The fee for the Exhibit is $99,875 (excluding Taxes) based on the agreed scope of Services, timeline, and planned efforts. Any change to the scope of Services, timeline, or unplanned efforts may result in a change. All changes shall be agreed upon and approved by both parties.

INRY shall bill for project delivery Services based on the milestone schedule below.

Milestone	Description	% of fee	Milestone Amount
1	At Signature	30%	$29,962.5
2	Completion of Design workshops	20%	$19,975.0
3	Completion of User Acceptance Testing	30%	$29,962.5
4	Completion of Technical Go live	20%	$19,975.0
	Total Implementation Fees		**$99,875**

2.2 Product Licensing Subscription

The Annual subscription fee below is based on the agreed upon number of total employees. The order is for the entire subscription term and is undividable. The Annual subscription will need to be renewed towards the end of the term.

Subscription Product Name	Type	Units	Term (Months)	Net Price (Monthly)	Total Price
INRY Celebrate™ - Standard	Employee count (up to 6000)	1	12	$6000	$72,000
				Total	**$72,000**

2.3 Taxes

INRY shall collect and pay appropriate taxing authorities on behalf of the Customer, and be reimbursed for, all sales, consumer, and use taxes ("Sales Taxes") directly related to the Services required to be paid by applicable Sales Tax laws related to the Services provided. INRY warrants and represents that it is liable to pay such collected Sales Taxes to the applicable taxing authorities. It shall secure and pay for all permits and other governmental fees, licenses, and inspections required by the Services rendered. If Customer or INRY are found liable for not remitting/collecting enough Sales Taxes because of a state or local Sales Tax audit, INRY shall submit additional invoices to Customer for payment and promptly satisfy any Sales Tax obligation. In no event will Customer have any obligation to pay any taxes based on INRY's net income, INRY's corporate franchise taxes, INRY's employment taxes, or other taxes or benefits owed by INRY arising from the employment or independent INRY relationship between INRY and its personnel.

2.4 INRY Rate Card

The INRY rate card for the project is given below. Rates are re-evaluated yearly for release on January 1st.

Role	Rate Per Hour
Executive Consultant	$ 350
Lead Consultant	$ 275
Consultant – US	$ 250

3. Project Plan and Timeline

The initial plan for the project is provided below. The final number of Process Area Specific Sprints (PASSes) and schedule will be determined after the project kick-off and initial workshop.
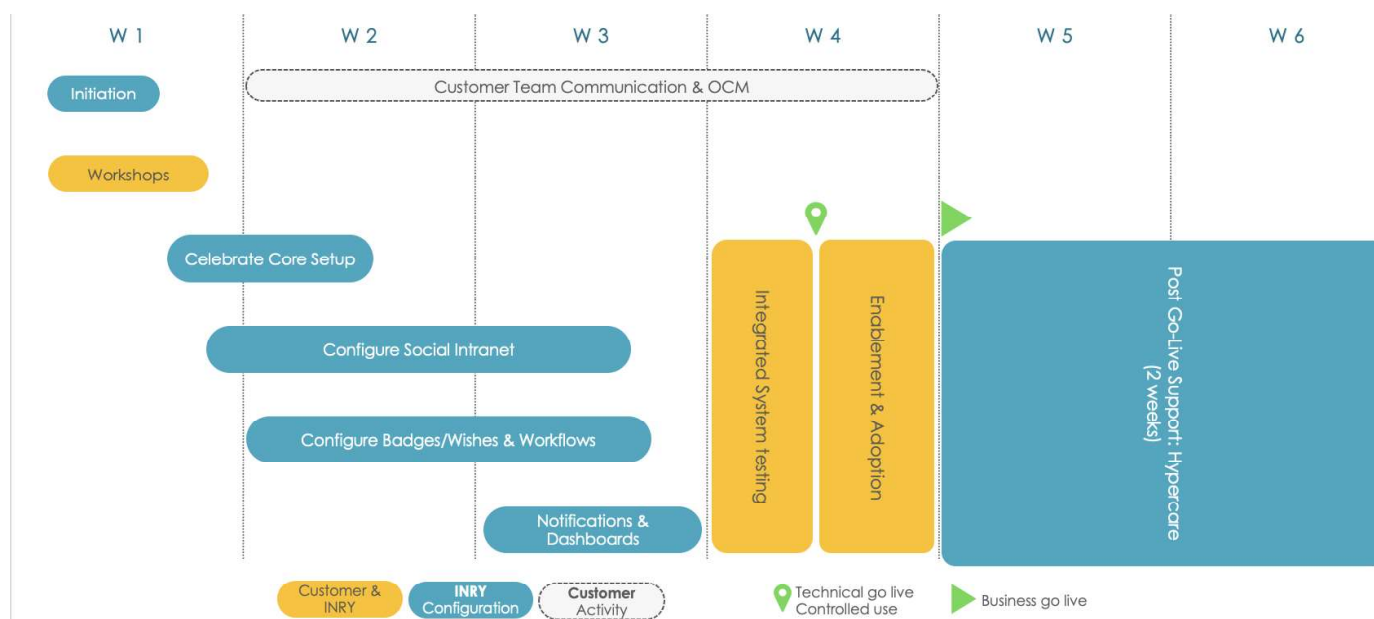
4. Description of Services

As a part of the Services, INRY shall perform the following tasks:

4.1 Project Initiation

The Project Kick-off meeting constitutes an initial round of Customer and INRY Project Team introductions encompassing roles and responsibilities, followed by a discussion on the project scope, objectives, timeline and schedule, and communication and collaboration plan.

This introductory meeting between INRY and the Customer will be a discussion on the following topics:

- Introductions of the Project Sponsor, Project Manager, and INRY Engagement Manager
- Identify key stakeholders from the customer team (Executive sponsor, Project manager, Platform owner, and SMEs for respective product areas) and align on the availability of the key stakeholders throughout the project.
- Overall project objectives, scope, timeline, cost, and governance.
- Design workshop dates and identify customer stakeholders for each workshop.
- Project logistics and dependencies
- Project Governance structure, meeting cadence

4.2 Design Workshop

INRY will conduct design workshop to understand the Customer's detailed requirements for implementing the ServiceNow Solution. The design workshop will be a collaboration forum between INRY and the Customer's stakeholders to understand high-level goals, identify potential conflicts/ issues, and brainstorm solutions for achieving expected outcomes from the ServiceNow implementation.

During workshops, the following activities shall take place:

- Discuss the objectives of the workshop.
- Identify the Customer's user audiences interacting with the application.
- Understand the Customer's current state – processes, requests, and supporting documents.
- Demonstrate the product features and capabilities.
- Using a prescriptive approach, collect requirements and decisions from the Customer Process owner.
- Collect additional feedback from the Customer's process owner on ergonomics and desired capabilities.
- Identify if any business requirements will require custom features to be built.
- Identify data integrity and access requirements for the ServiceNow solution.
- Discuss best practices and recommended design considerations for the Solution.
- Outline plan for providing User Training and Documentation.

INRY's project team will implement configurations after receiving approvals for the user stories containing business requirements outlined by the Customer's stakeholders. Subsequently, the team will showcase features and configurations to the Customer in Show-me sessions. The project team will collect feedback during these sessions and incorporate minor updates as necessary.

4.3 PASS 1: Celebrate Core Setup

4.3.1 Key Preparation

- Preparation requirements include providing details on branding, Users, groups and roles
- To understand configurations required for Alerts and Notifications mentioned in Key Processes Covered in PASS
- Understanding Data needed for reporting

4.3.2 Key Processes Covered in the PASS:

INRY team will conduct working sessions to demonstrate the below & document detailed requirements as per business needs:

- Demonstrate Admin Module
  - Demonstrate Users, Groups or departments, and Roles set up

- o Demonstrate default system settings (time zone, date/time formats, etc.)
- Demonstrate Alerts & Notifications that are available out of the box as part of the application that are supported during the configuration of tasks, workflows, status changes and event based (Scheduled or near real time notifications).
- Demonstrate Insights to showcase out of the box Reports and dashboards
- Demonstrate SSO, instance branding & email mailbox integrations.

4.3.3 Deliverables:
- Default system settings (time zone, date/time formats, etc.)
- Users, Groups, and Roles set up
- Email mailbox integrations
- Instance branding will be done based on the customer requirements.

4.4 PASS 2: Configure Social Intranet
4.4.1 Key Preparation
- Understand the types of rewards (Point based, Monetary or value-based), and types of badges which needs to be configured
- Also understanding the customer organizations values and skills which will be configured in the application
- Above mentioned details are supposed to be provided by the customers

4.4.2 Key Processes Covered in the PASS:
INRY team will conduct working sessions to demonstrate the below & document detailed requirements as per business needs:
- Demonstrate Social Intranet
  - o Leader board and Filtered view
- Demonstrate My Recognitions
  - o Live feed of Praise and Convey Wishes
- Demonstrate Monetary and Non-Monetary based Rewards and Recognition Management
  - o Configure badges, skills and values as per customer's requirement

4.4.3 Deliverables:
- Configured Leader board showing the top 5 people who got the highest Praise points for 2 departments
- Configured Filter to display data on Wall of Fame for 2 departments (All Time, This Year, This Month, This Week)
- Custom widget (Post Functionality), where a user can give Praise/ Wish instantly without redirecting to a new page
- Configured Badges, values and skills for 2 departments
- Social Intranet branding details and guidelines to be mentioned by the customer as per ADA Compliance

4.5 PASS 3: Configure Badges/Wishes & Workflows
4.5.1 Key Preparation
- Understanding the workflows of customers
- Preparation requirements include number of workflows to be configured and stages for each workflow
- Understanding customers roles and configuring the Access controls at workflow every workflow level as per the role hierarchy

4.5.2 Key Processes Covered in the PASS:
INRY team will conduct working sessions to demonstrate the below & document detailed requirements as per business needs:
- Demonstrate Workflow Manager
  - o Configure 2-3 stages of workflow for departments subscribed to Rewards & Recognition management
  - o Role based Access controls for every workflow as per the customer defined role hierarchy
- Demonstrate Alerts & Notifications that are available as part of the application that are supported during the configuration of workflows & status changes.

4.5.3 Deliverables:
- Configure Workflows
  - o 3 Simple workflows
  - o 3 Medium complexity workflows
  - o 2 Complex workflows

4.6 PASS 4: Notifications & Dashboards

4.6.1 Key Preparation
- To understand configurations required for Notifications mentioned in Key Processes Covered in PASS
- Customer to provide standard organization colors for reports.

4.6.2 Key Processes Covered in the PASS:
INRY team will conduct working sessions to demonstrate the below & document detailed requirements as per business needs:
- Demonstrate Alerts and notifications that are available out of the box as part of the application and supported during the configuration of tasks, workflows, status changes, and event-based (Scheduled or near real-time notifications) notifications.
- Demonstrate usage of OOTB dashboards which are in scope
- Determine additional key metrics to be reported upon

4.6.3 Deliverables:
- Configure Alerts & Notifications
  - Out of the box alerts and notifications for above mentioned workflow and stages of workflows
  - Configuration of tasks, status changes and event based for 1 Department
- Configure OOTB Reports & Dashboards

4.7 User Acceptance Testing (UAT)
Acceptance of all PASS deliverables and readiness for the Go-Live phase will be confirmed once UAT is completed and all the Customer business users and stakeholders have provided their sign-off within 7 business days after the completion of UAT.

To ensure that customer stakeholders are well-positioned to take ownership of the implemented solution moving forward and to resolve any open items/defects in the solution developed-
- Facilitate UAT and resolve any identified defects with a final goal of obtaining signoff on project deliverables.
- Schedule checkpoints to monitor the progress of UAT and resolve issues reported.
- Document and remediate defects.

The customer will provide a final sign-off on UAT to prepare for Technical Go-Live.

4.8 Enablement & Adoption, Hypercare

4.8.1 Enablement
Customers shall identify Power Users – Users who perform key customer processes and know the end-to-end workflows. INRY shall conduct up to two (2) 2-hour working sessions with the Power Users to:
- Migrate the pilot team to production – enable the power users to utilize ServiceNow's processes.
- INRY will organize hands-on training and knowledge transition sessions for the customer's power users by working with them as they perform daily tasks on the platform related with respect to the configurations developed.
- INRY will provide the necessary tools, resources, and support to empower the customer's business users to use the platform effectively. The Project team shall be available during pre-defined office hours and Enablement training sessions to respond to customer queries.

4.8.2 Technical Go-Live
During Production deployment, the INRY Project team will shadow the customer's ServiceNow/Project team in migrating configurations from the QA/ UAT environment to the Production environment. Activities include - overseeing the Production deployment and supporting the validation of imported data in production. The customer's ServiceNow Admin/Project team is responsible for migrating the code to production following the release process and seeking necessary approvals before the configuration is migrated to production.
Key Activities covered:
- Shadow the Customer team deploying the configuration update sets to the Production.
- Support the Customer team in validation/sanity testing of configuration in Production.

- Share the Deployment Playbook with the Customer

4.8.3 Business Go-Live

To assist in rolling out the platform to the customer user base

- Migrate the pilot team to production – enable the Power Users to start using the in-scope processes in production within ServiceNow
- Review Customer communications and assist in messaging

Conduct a command center: a 2-day event during which the Customer and INRY team shall be available to support any production issues.

4.8.4 Hypercare

INRY's Hypercare support is activated post-technical Go-Live for 2 weeks. During this period, support will be provided through root-cause analysis and resolution of reported defects, troubleshooting, and answering questions by System Administrators/ IT Teams related to the configuration deployed.

4.8.5 Adoption Services

Adoption Services: ensure successful use of the platform -

- Provide up to a total of 24 hours of remote support for the duration of post-Go-Live, as identified in the schedule.
- INRY shall be available during pre-defined office hours and available to respond to customer queries.
- Review customer usage, recommend follow-up on the roadmap, and publish a success story.

The customer shall provide a formal sign-off after project closure.

5. Service Delivery Approach: Process Area Specific Sprints (PASS)

5.1 INRY PASS Methodology

INRY's PASS (Process Area Specific Sprints) methodology is highly interactive and includes a robust governance methodology driven by our Management Sponsors and Delivery Assurance team. PASS has been developed and honed over multiple project implementations and is ideal for customers starting fresh or rolling out new functionality on their ServiceNow Platform. The PASS methodology has been derived by combining best practices from Agile and PRINCE2 methodologies.

PASS is designed to rapidly deploy and introduce ServiceNow functionality into the organization's departments with a targeted focus. Our methodology is focused on the structure and execution of an end-to-end ServiceNow implementation and customization program designed to deliver tangible business value. This is accomplished over several iterations, spanning between 4-6 weeks. All subsequent iterations adopt staged approaches interlaced with the agile adaptation of user stories and rapid development to accelerate tangible value realization. Our team has successfully managed and implemented the methodology across various ServiceNow applications.

INRY shall deliver this Exhibit using the INRY PASS methodology. All INRY projects are required to comply with INRY methodology using INRY tools. INRY methodology, tools, and related material shall be covered under Intellectual Property rights in the MSA. These materials will continue to be the intellectual property of INRY, and there is no obligation to assign rights to these materials to the customer.

INRY is flexible and shall accommodate Customer process requirements if they are communicated and planned appropriately.

5.2 Implementation Guiding Principles

We adopt the following guiding principles for ServiceNow Implementation projects:

a. Process owners and business users must be actively engaged throughout the project. This includes rapid prototyping and screen development before design workshops, encouraging a collaborative and interactive process with value-focused delivery results.

b. Agile adaptation is used to focus on continuous value delivery, with an emphasis on user stories and an iterative approach to ensure periodic, ongoing value realization.

c. All proposed customizations should have an assigned business value and address specific business problems. INRY and Customer shall attempt to keep customizations to a minimum. Technical risks and their impact on the maintainability of the ServiceNow platform should be an essential consideration when approving or implementing any ServiceNow customization request.

d. Process definition and optimization: INRY primarily performs technology lead work and guides the customer based on INRY and ServiceNow best practices. Formal process definition, documentation, and other such optimization and transformation services are not included in the effort estimate.

e. Advisory on compliance: INRY has experience in ServiceNow (the platform) configuration and usage of ServiceNow. INRY does not play the role of a compliance specialist. The Customer should not construe any advice provided for audits or compliance. All advice provided is only for the use of ServiceNow.

f. Technical boundaries: INRY primarily performs work in ServiceNow. The following services are not included in the effort estimate unless explicitly documented in the Services sections.
    i. Integrations or integration resolution with third-party systems not explicitly listed in the Services, such as event management systems, employee data systems, and security management software.
    ii. Data standardization, cleansing, normalization, or other data manipulation.
    iii. Configuration changes to other systems/platforms outside ServiceNow, such as SAP, Workday, and Active Directory.
    iv. Importing legacy data or content from other external systems
    v. Content creation, reviews, and curation of Knowledgebase Articles or any other content manipulation.

5.3 Assumptions

Our proposal and fees are based upon the following assumptions. Should these assumptions not hold, the schedule and cost of the project may be impacted and may result in the need to execute a change order to reflect additional effort and cost.

a. The latest ServiceNow release is the targeted platform version for this implementation.

b. The customer must procure ServiceNow licenses before the start of the engagement.

c. c. The customer will provide the required resources detailed in this document and ensure participation in all necessary workshops and testing. INRY will define help ahead of time for the kickoff and UAT.

d. The customer must have detailed requirements and process flows documented and available.

e. The customer will utilize "Out of the Box" functionality wherever possible

f. The customer will review and approve user requirements and provide decisions on outstanding items within five business days after the end of the workshops. Delays in responses may impact the timeline and staffing allocations and cause change requests for an additional fee.

g. The customer is fully aware of and will disclose all modifications to the baseline functionality within their ServiceNow platform and have complete documentation around purpose and functionality.

h. The customer is fully aware of the possibilities of ramifications associated with existing customizations (e.g., code maintenance and post-upgrade efforts)

i. The customer is responsible for Organizational Change Management (OCM), Communication Management, and Stakeholder Management. The customer will provide INRY with a dedicated development environment for the project. The customer will give remote admin access to development instances for INRY consultants.

j. The customer will provide relevant security rules, policies, and procedures to INRY before the initial requirements workshop or service starts.

k. The customer will ensure non-production instances (Dev/Test/UAT/etc.) are up to date (cloned from Production within the last 60 days) before the development and UAT phases.

l. INRY will follow all Customer security rules and procedures written and provided to the necessary individuals in advance.

m. The customer agrees to publish the case study and customer success story based on INRY methodology on INRY's website and social platforms. The customer has the right to review and approve or deny the case study and success story before publication.
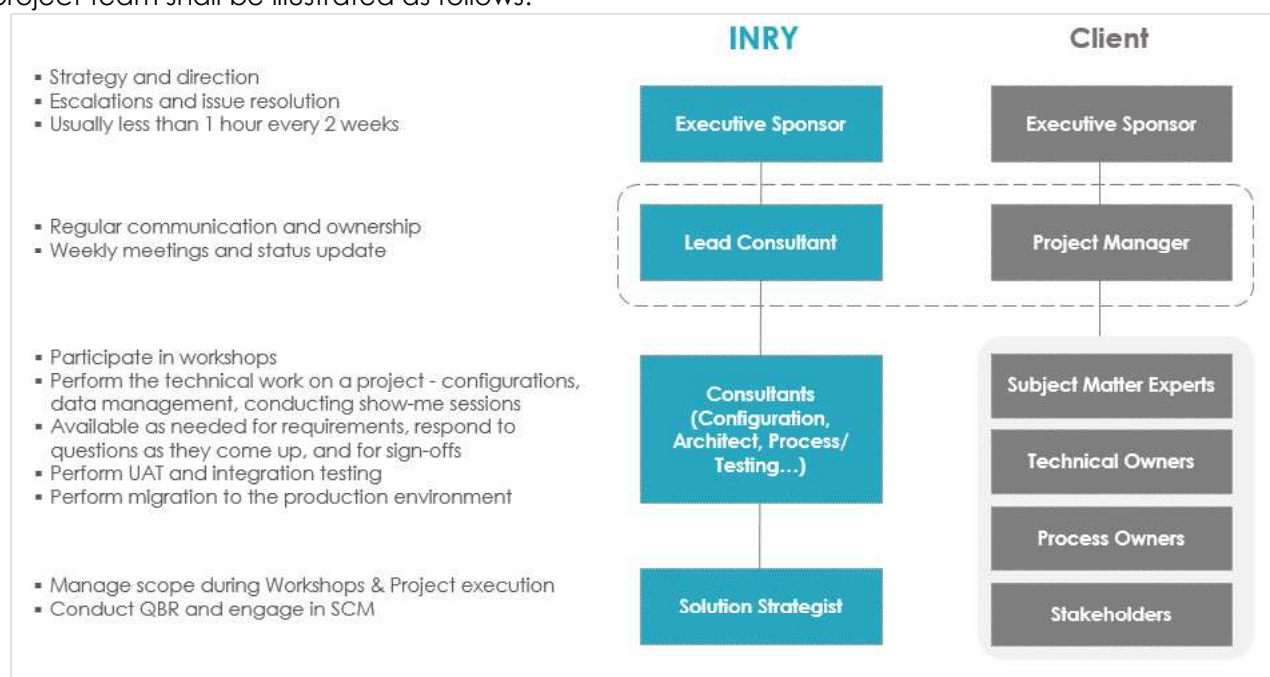
5.4 Intellectual Property

Customer acknowledges that INRY has created, acquired, or otherwise has rights in, and may, independently or in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise

obtain independently or through rights from third parties, other than Customer, in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, methodologies, processes, utilities and routines, and logic, coherence and methods of operation of systems (collectively, the "INRY Material"). The INRY Material remain the exclusive property of INRY. INRY hereby grants to Customer a perpetual, non-exclusive, royalty-free license to use and disclose INRY Material that are embedded in the Work Product, if any, only as integral components of the Deliverables. INRY also grants to Customer a non-exclusive, perpetual, royalty-free right to modify any INRY Material that is an integral component of the Work Product, provided the modified INRY Material or Work Product is used by Customer in connection with the Customer entity.

5.5 Project Team and Governance Structure

The project team shall be illustrated as follows:

5.5.1 INRY Team

The roles below identify the primary contacts for the project.

Role	Responsibility
Executive Sponsor	INRY management representative. Facilitate the accomplishment of customer objectives, participate in Steering Committee meetings, and act as an escalation point. Ensure alignment of project objectives. Participates in Executive Steering Committee meetings. Escalation point.
Lead Consultant	Facilitate the Services under this SOW and deliver to their full extent. Combination of Subject Matter Expert and Project / Program Manager. Coordinates and facilitates workshops, coordinates requirements sessions, runs weekly status updates, steering committee meetings, and conducts User Acceptance Testing (UAT). Coordinates the overall solution across business process & the technical teams (INRY and the customer

Role	Responsibility
	teams). Certified Administrators and Implementation Specialists in their respective implementation areas.
Consultant	Performs most of the technical work on a project. This includes configurations, data management, conducting show-me sessions to demonstrate product capabilities, detailed design or technical documentation, process, or user documentation. Certified Administrators and Implementation Specialists in their respective implementation areas.
Solution Strategist	Combination of Subject Matter Expert, Pre-sales Engineer, and Solution Consultant. Responsible for project scoping, effort estimates, roadmaps, and customer success. Certified Administrators and Implementation Specialists in specific areas.

INRY will leverage the additional consultants for the project depending on the project stage and the skills required.

The work progress, including deliverables, issues, risks, and dependencies, shall be monitored through regular review meetings.

- Weekly Status Updates. Led by the Customer Project manager and INRY Lead Consultant with participation by project teams. This weekly checkpoint will be used as a validation point for work acceptance and provide feedback on work delivered.
- Scheduled Steering Committee Meetings (SCM): Lead by the Customer Project manager and INRY Lead Consultant with participation by Customer and INRY executive sponsors.

5.5.2 Customer Required Team
Customer participation is necessary, and the stakeholders should have:
- Thorough knowledge and understanding of the Customer's existing processes
- Authority to make design decisions regarding the ServiceNow application

The customer will make the following resources available throughout the project (one resource could fill multiple roles).

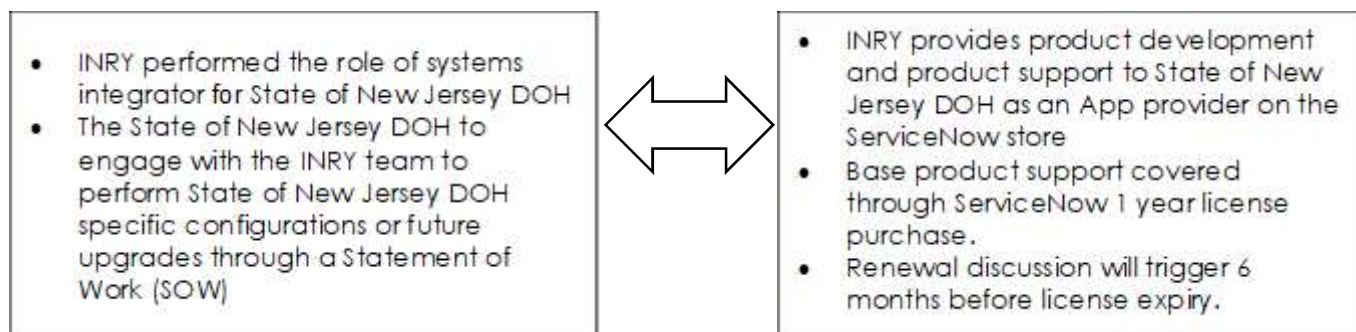| Role	Responsibility
Project Manager	Coordinate activities related to the SOW between INRY and the Customer.
Power Users	The customer will identify Power Users. As part of this Service, Power Users are enabled on the platform throughout the project. They will be expected to champion the rest of the organization, conduct training (if no specific training team is available), and answer questions for other users Post-Go-Live.
Subject Matter Experts / Business Analysts	Participate in labs, provide requirements, and perform User Acceptance Testing. Provide data for each Power User identified and work with Power Users to understand their roles in project usage Post-Go-Live.
ServiceNow IT	Provide all the required information regarding the ServiceNow implementation and implement certain elements of the foundation setup to which the Contractor may not have access.
Management Sponsors	Ensure regular monitoring of the project and ensure that the right resources are available for the project.
Executive Sponsor	Customer management representative to ensure the accomplishment of Customer objectives, participate in Steering Committee meetings, and act as an escalation point.

6. Post Go-Live Product Support
NOTE: An Overview of INRY's Product Support
INRY performs the role of both software provider and systems integrator for the State of New Jersey DOH.

- INRY performed the role of systems integrator for State of New Jersey DOH
- The State of New Jersey DOH to engage with the INRY team to perform State of New Jersey DOH specific configurations or future upgrades through a Statement of Work (SOW)

- INRY provides product development and product support to State of New Jersey DOH as an App provider on the ServiceNow store
- Base product support covered through ServiceNow 1 year license purchase.
- Renewal discussion will trigger 6 months before license expiry.

6.1 Typical Application Support Flow

- State of New Jersey DOH is responsible for all State of New Jersey DOH technology (environment, process, data, integrations, configurations, etc.)
- INRY Product support team is responsible for INRY Base application.
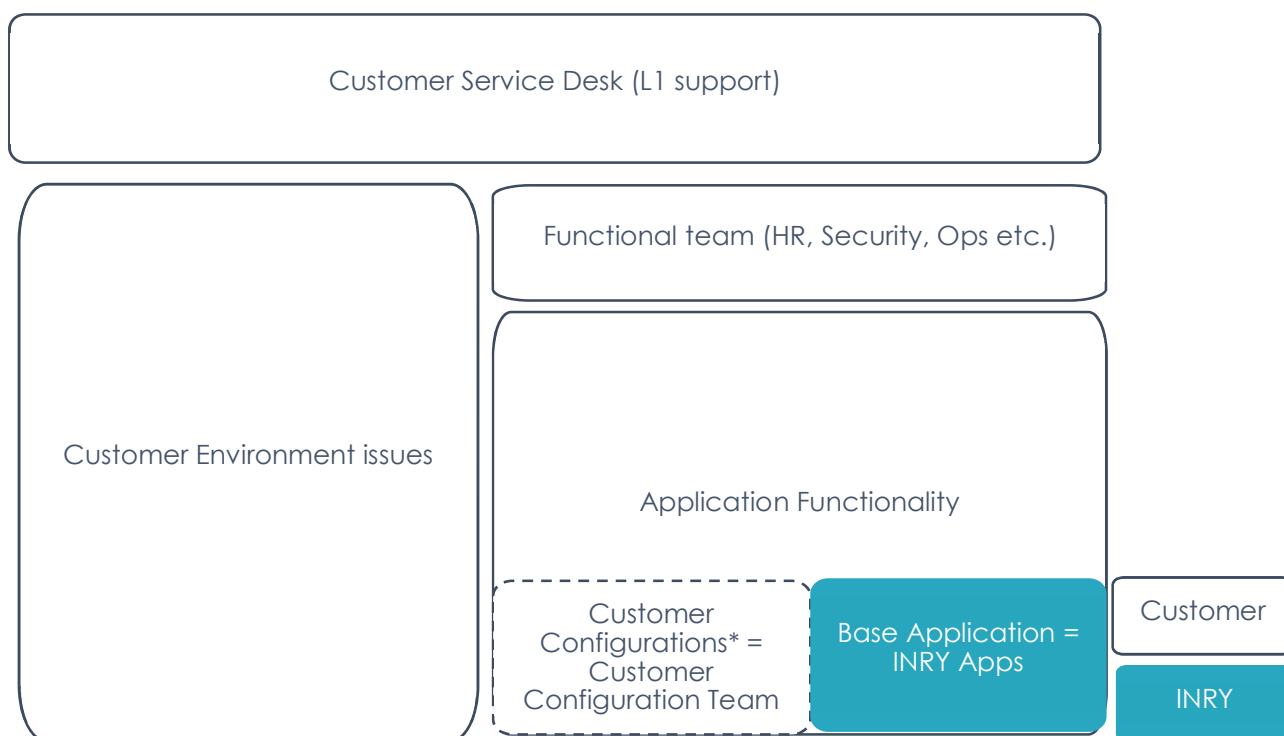
However, the State of New Jersey DOH can purchase additional Product support from INRY

6.2 Support Checklist between the State of New Jersey DOH & INRY

State of New Jersey DOH Responsibilities	INRY Responsibilities

All issues need to be properly triaged by the State of New Jersey DOH's internal teams before logging a ticket with INRY.

State of New Jersey DOH team needs to check the following:

1. **Verify all necessary data is available and accurate**
   a. The application depends on system data availability, data issues should not be reported as configuration issues.

2. **Verify the system performance based on requirements**
   b. System Performance needs to be checked against State of New Jersey DOH 's requirements as finalized in SOW and then raise any issues related to Performance

3. **Verify ServiceNow system changes at State of New Jersey DOH's end**
   c. Any changes to related tables, configurations or system setup will impact ERM application functionality. State of New Jersey DOH's needs to verify that the issue with ERM application is not due to any ServiceNow change performed by any other activity at customer's end.

4. **Ensure the error is reproducible in a development environment**
5. **State of New Jersey DOH will report all issues through INRY's support portal.**

NOTE: Any changes to the core ERM application made by anyone other than INRY negate all INRY's support obligations.

INRY will respond to all open tickets in one business day.

INRY Product Support needs
- Lower environments for support must have been cloned from Production within the last 30 days.
- INRY will have Admin access in lower environments but will not have Admin access in Production.

INRY shall triage the issue as:
- **Defect:** If INRY can reproduce the issue on a clean product in INRY instance, it shall be deemed a defect
  - o INRY product team shall resolve the issue at no cost to State of New Jersey DOH
- **Enhancement**: if the issue exists only in State of New Jersey DOH'ss instance it shall be deemed as a customer-side enhancement request.
  - o State of New Jersey DOH can choose to purchase development assistance at INRY existing rate card for any enhancement needs

Process for implementing changes
- INRY will develop any defect fixes or enhancements in the customer's designated non-production instance.
- INRY will provide a playbook of the necessary steps to promote any defect fixes or enhancements to the customer's ServiceNow team who will promote to their designated test instance
- State of New Jersey DOH will be responsible for thorough testing of all fixes to defects or enhancements in the test environment before promoting to Production.
- State of New Jersey DOH's ServiceNow team will utilize the playbook for promotion to Production.
- INRY will shadow during any promotion activities

7. Change Control

INRY understands customers have evolving needs and requirements, and we are committed to providing a responsive and efficient process for addressing these requests.

INRY follows the below stepwise approach toward handling requests for increased functionality and future enhancements:

i. Small changes can be requested directly by communicating with the designated INRY project manager. These changes are discussed and assessed within the scope of the ongoing project. They do not require a formal Change Request (CR).

ii. State of New Jersey DOH can request medium to large changes by communicating the requirements with INRY's project manager. A formal Change Request (CR) is prepared by our team, detailing the proposed modifications, their estimated impact on project timelines and budgets, as well as associated risks and benefits.

iii. State of New Jersey DOH's Project Manager engages in conversations with INRY's Project Manager to understand the nature and scope of the requested modifications.

iv. Both parties sign the CR document upon mutual agreement and alignment between the State of New Jersey DOH's Project Team and the INRY Project team. This sign-off signifies approval and commitment to proceed with the implementation of the requested changes.

v. INRY maintains a dedicated team for projects, ensuring that our resources are consistently available to support the State of New Jersey DOH's change requests, ensuring efficient prioritization and management of project and request workloads.

vi. Once the Change Request (CR) is signed, the changes/requirements/enhancements are converted into user stories and tracked through INRY's Customer Portal, ensuring transparent and efficient communication throughout the change implementation process.

Following this process, we aim to provide a structured and collaborative approach to accommodating changes and enhancements, ensuring they align with project goals and objectives. We prioritize effective communication and documentation to facilitate a smooth transition from request to implementation.

OFFER AND ACCEPTANCE PAGE

**State of New Jersey
Department of the Treasury
Division of Purchase and Property
33 West State Street, P.O. Box 230
Trenton, New Jersey 08625-0230**

Bid Solicitation Title   Software Reseller Services

Bid Solicitation No.   20DPP00553

Blanket P.O. Term   See Bid Solicitation Section 5.2

☑ Open to Cooperative Purchasing

TO THE STATE OF NEW JERSEY:

The Undersigned hereby offers and agrees to furnish the good, products, or services in compliance with all terms of this Master Blanket Purchase Order (Blanket P.O.) as defined in Section 2.0 of the Bid Solicitation.

Vendor {Bidder}	Insight Public Sector, Inc.	**Authorized Signature**	
Address	13755 Sunrise Valley Drive, Suite 750	**Printed Name**	Lisanne Steinheiser
City, State, Zip Code	Herndon, VA 20171	**Title**	Global Compliance Officer and Asst. Secretary
Phone Number	732.606.8362	**Email Address**	Lisanne.Steinheiser@Insight.com
Fax Number	480.760.9488	**FEIN**	N.J.S.A. 47:1A-1, N.J.S.A. 1A-1.1 Personal identifying information

Pursuant to P.L. 2017, c. 95, please indicate whether the Vendor {Bidder} self-identifies as any of the following as defined in N.J.S.A. 52:32-19:

☐ Minority-Owned Business   ☐ Women-Owned Business   ☐ Small Business   ☐ Not Applicable

For set-aside contracts only, a Vendor {Bidder} must be registered with the N.J. Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit. Please refer to N.J.A.C. 17:13-3.1 & 17:13-3.2 for additional information.

By signing and submitting this Offer, the Vendor {Bidder} certifies and confirms that:

1. The Vendor {Bidder} has read, understands, and agrees to all terms, conditions, and specifications set forth in the State of New Jersey Standard Terms and Conditions and the provisions set forth in the Bid Solicitation Section 4.4.1.1.1 (MacBride Principles Certification), Section 4.4.1.1.2 (Non-Collusion), and Section 4.4.1.1.3 (New Jersey Business Ethics Guide Certification);
2. The Vendor's {Bidder's} failure to meet any of the terms and conditions of the Blanket P.O. as defined in the Bid Solicitation shall constitute a breach and may result in suspension or debarment from further State bidding;
3. A defaulting Vendor {Contractor} may also be liable, at the option of the State, for the difference between the Blanket P.O. price and the price bid by an alternate Vendor {Bidder} of the goods or services in addition to other remedies available; and
4. By signing and submitting this Offer, the Vendor {Bidder} consents to receipt of any and all documents related to this Bid Solicitation and the resulting Blanket P.O. by electronic medium.

THIS FORM SHOULD BE SIGNED, COMPLETED AND INCLUDED WITH THE VENDOR'S {BIDDER'S} QUOTE

ADDITIONAL VENDOR {BIDDER} REQUIREMENTS

☐ Bid Security Amount _____   ☐ Payment Security Amount _____
☐ Performance Security Amount _____   ☐ Retainage Percentage _____

ACCEPTANCE OF OFFER *(For State Use Only)*

The Offer above is hereby accepted and now constitutes a Blanket P.O. {Contract} with the State of New Jersey. The Vendor {Contractor} is now bound to sell the goods, products, or services listed by the attached Blanket P.O. {Contract} as defined by Section 2.0 of the Bid Solicitation. The Vendor {Contractor} shall not commence any work or provide any good, product, or service under this Blanket P.O. {Contract} until the Vendor {Contractor} complies with all requirements set forth in the Bid Solicitation and receives written notice to proceed.

Blanket P.O. Number   20-TELE-01512

Blanket P.O. Award Date   5/25/2021   Blanket P.O. Effective Date   5/25/2021

State of New Jersey Authorized Signature   *Lisa Leonardi*
DocuSigned by:
52FAD9B5BC43404...

Rev. 1.22.2020