

**AMENDMENT No. 2 TO**  
**Master Agreement for GTA Direct Services**  
CONTRACT NUMBER 9000-GETS Ready-RFP-2958-ISAM

This Amendment No. 2 is made this 30 day of March, 2021, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA") and **INFORMATION SYSTEM MANAGEMENT, INC. (ISAM)** ("Contractor").

WHEREAS, heretofore GTA entered into that certain Master Agreement for GTA Direct Services effective on October 12, 2018, with respect to certain services to be provided to GTA by Contractor, as more particularly described therein as amended by the following amendment collectively, the 9000-GETS Ready-RFP-2958-ISAM and all the Amendments hereinafter referred to as the "Agreement":

Amendment No. 1 entered into on December 2, 2019;

WHEREAS, the parties wish to amend the Agreement to reflect certain changes.

NOW, THEREFORE, in consideration of the premises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Term and Renewal. The Agreement is hereby amended by extending the term from July 1, 2021 until June 30, 2022.
2. Exhibit 1. The content of "Exhibit 1 – Description of Services and Pricing vISAM" of this Agreement is replaced in its entirety to update the terms. The updated Exhibit 1 – Description of Services and Pricing is attached to this amendment as Attachment 1.
3. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
4. Successors and Assigns. This Amendment No. 2 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
5. Entire Agreement. Except as expressly modified by this Amendment No. 2, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. This Amendment No. 2 and the Agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be duly executed by their authorized representatives as of the date set forth above.

**INFORMATION SYSTEM  
MANAGEMENT, INC. (ISAM)**

**GEORGIA TECHNOLOGY AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment 1

### Exhibit 1 – Description of Services and Pricing

#### Software Compliance Risk Assessment Services

##### *Proposed as ISAM's Pre-Audit Service*

- A proactive approach to help prepare for and manage potential audits
- A comprehensive license compliance assessment and discovery services
- Provides guidance to a better understanding of licensing positioning to help ensure organization is compliant and ready for an audit

Cost: \$20,000 to \$75,000 based on vendor and agency size

#### Software Purchase and Renewal Financial Analysis Services

##### *Proposed as ISAM's Software Optimization Service*

- Assesses your software environment, bundles and entitlements to provide guidance based on your expansion, contraction and acquisition strategy.
- The service delivers informed recommendations and licensing options to help you achieve total compliance and lower TCO
- Comprehensive evaluation from license purchase, utilization to disposal.

Cost: \$35,000

#### Software Assets Management Services (SAM) Program

##### *Proposed as ISAM's SAM Lite Assessment*

- Survey process to help define an agency's level of maturity of their SAM program
- Provides insight and recommendations on where to spend time on development efforts to grow and mature your SAM program
- Survey and consultant lead questionnaire to support the overall process of:
  - Data Capture
  - Data Repository
  - Software Inventory
  - Hardware Inventory
  - Cloud Inventory
  - Position Reporting
  - Technology Acquisition
  - Asset Management Optimization

Cost: \$16,000 to \$25,000 based on agency size

## **ISAM's Packaged Services proposed as alternatives**

### **ACS (Advanced Customer Support)**

- Annual subscription service
- Services included: Pre-Audit, Benchmarking, Software Optimization, True Up and Renewal, Licensing Position Statements
- Dedicated account executive
- Dedicated senior consultant
- Quarterly planning days
- Quarterly business reviews

Cost: Priced per software publisher(S)

**EXHIBIT A**

**Contractor Affirmations**

**Scrutinized Companies – O.C.G.A. § 50-5-84**

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it is not a “scrutinized company.” A **scrutinized company** is a company conducting business operations in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company which can demonstrate any of the following exceptions noted in O.C.G.A. § 50-5-84. False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on a state contract for three or more years, and/or any other available remedy.

If the Supplier is a scrutinized company, the Supplier shall not be eligible to bid on or submit a proposal for a contract with a State Entity unless the Department of Administrative Services (DOAS) makes a determination that it is in the best interest of the State to permit the scrutinized company to submit a bid or proposal. Any scrutinized company desiring DOAS to make such a determination should contact DOAS and GTA Procurement immediately.

Please initial below which statement applies to your company:

- I certify that my company is **NOT** a “scrutinized company.”
- I certify that my company **IS** a “scrutinized company.”
- I certify that my company has requested and received written permission from DOAS to submit a response to an RFP/RFQC in accordance with O.C.G.A. § 50-5-84.

Vendor Name: **INFORMATION SYSTEM MANAGEMENT, INC. (ISAM)**

Contract Number: 9000-GETS Ready-RFP-2958-ISAM

Signed by: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT B**

**Contractor Affirmations**

**Boycott of Israel - O.C.G.A. § 50-5-85**

Any Supplier that currently and/or previously, within the last three years, has had business activities or other operations outside of the United States, must certify that it has not nor will engage in a “Boycott of Israel.” The State of Georgia passed a law that requires our current and future supplier certify that they will not boycott Israel in accordance with O.C.G.A. § 50-5-85.

“Supplier certifies that the Supplier is not currently engaged in and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.”

False certification hereunder may result in civil penalties, contract termination, ineligibility to bid on a state contract for three or more years, and/or any other available remedy.

If the Supplier is engaged in or has previously participated in a boycott of Israel, the Supplier shall not be eligible to bid on or submit a proposal for a contract with a State Entity unless the Department of Administrative Services (DOAS) makes a determination that it is in the best interest of the State to permit that company to submit a bid or proposal. Any company that has engaged in a boycott of Israel desiring DOAS to make such a determination should contact DOAS and GTA Procurement immediately.

Please initial below which statement applies to your company:

I certify that my company is **NOT** engaged in a boycott of Israel.

I certify that my company **IS** engaged in a boycott of Israel.

I certify that my company has requested and received written permission from DOAS to submit a response to an RFP/RFQC in accordance with O.C.G.A. § 50-5-85.

Vendor Name: **INFORMATION SYSTEM MANAGEMENT, INC. (ISAM)**

Contract Number: 9000-GETS Ready-RFP-2958-ISAM

Signed by: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT C  
SEXUAL HARASSMENT PREVENTION**

Sexual Harassment Prevention: The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment.

Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia’s Statewide Sexual Harassment Prevention Policy (the “Policy”), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

Contractor has received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy> ;

Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

**IN WITNESS WHEREOF, the parties have caused this Exhibit to be duly executed by their authorized representatives as of the Effective Date.**

**INFORMATION SYSTEM  
MANAGEMENT, INC. (ISAM)**

**GEORGIA TECHNOLOGY AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_