

CONTRACT SUMMARY**RE: International Consulting Acquisition Corp. d/b/a****ISG Public Sector for Project Manager – ERP Systems Identification and Implementation**

TYPE OF CONTRACT:	Services
GOVERNING LAW:	State of Connecticut
PARTIES:	City of Stamford International Consulting Acquisition Corp. D/B/A ISG Public Sector (“Consultant”)
PURPOSE:	Project Manager services for the planning, identification of appropriate provider and implementation of a new ERP system for the City of Stamford.
PROJECT LOCATION:	2187 Atlantic Street, Stamford, Connecticut,
CONTRACT PRICE:	Year 1 – Not to exceed \$399,000 (inclusive of travel and expenses) Years 2 & 3 (optional) – Not to exceed \$399,000 (inclusive of travel and expenses) - Additional value added services billed at the rates set forth in Exh. B-1 (Consultant's Additional Services and Rate Information) not to \$300,000.00 for the entire Term of this Agreement, including any option years
COMMENCEMENT DATE:	Execution of Agreement
PERIOD/END DATE:	One year from date of execution
RENEWAL:	Renewal for 2 additional one-year terms by mutual agreement on same terms and conditions
SCOPE OF SERVICES:	Duties shall include planning and coordinating the City's identification of and implementation of an ERP system to service the City's financial and other related technology programs as more fully set out in Exhibits A (RFP No. 806), A1 (Addendum), B (Consultant's Proposal) and B1 (Consultant's Additional Services & Fee Proposal)
IMPORTANT TERMS/: CONDITIONS PRECEDENT:	<ul style="list-style-type: none"> - Consultant shall maintain records for period of not less than 3 years from date of final payment - No gifts or political contributions to City employee or official by Consultant during term of contract - All contract extras governed by City Charter and/or Code. City will not pay additional costs unless Charter/Code complied with. - City's obligation to make payment is contingent upon appropriation by the Board of Representatives of sufficient funds - Consultant will comply with Code §§ 103-1 through 103-10 - Consultant will comply with City Code of Ethics and shall be considered an “employee” for purposes of compliance therewith
REPRESENTATIONS:	Consultant has necessary skill, expertise and knowledge necessary to perform scope of services. City relies upon Consultant's representation.
RIGHTS TO ASSIGN:	No right without prior written consent of City
SUB-CONSULTANTS:	No right without prior written consent of City of specific subconsultant (excludes subconsultants disclosed in Exhibit B)
INSURANCE:	Per RFP, Consultant must hold: <ul style="list-style-type: none"> (1) General Public Liability insurance: \$2,000,000 aggregate (2) Commercial automobile liability insurance: \$1,000,000 per accident (3) Employer's Liability Insurance: \$100,000 minimum (4) Workers' Compensation Insurance: Statutory limits (5) Professional Liability insurance: \$2,000,000 minimum
INDEMNIFICATION:	Consultant to indemnify City against all losses, cost, damages or claims caused by negligent actions or omissions by Consultant of Agreement, including reasonable attorneys' fees.
LIMITATION ON LIABILITY:	Consultant's sole remedy for City delays is an extension of time
CITY'S POWERS TO TERMINATE:	<ul style="list-style-type: none"> - City may terminate if Consultant fails to fulfill its obligations in a timely manner - City may terminate “For Cause” on 5 days' written notice - City may terminate “For Convenience” on 20 days' written notice. - City may terminate upon failure of the Board of Representatives to appropriate sufficient funds
“CAUSE”	<ul style="list-style-type: none"> - False representations - Failure to perform any material requirement to City's satisfaction - City determines satisfactory performance by Consultant endangered or reasonably anticipates a default - Violation of §§103-1 through 103-10 of the Code of Ordinances
DISPUTE RESOLUTION	Executive Meeting, then Mediation, then Arbitration