

4th AMENDMENT TO AGREEMENT

PROJECT MANAGER – ERP SYSTEMS IDENTIFICATION AND IMPLEMENTATION
(STAMFORD RFP NO. 806)

THIS 4th AMENDMENT TO AGREEMENT, dated the _____ day of _____, 2023, is by and between the **CITY OF STAMFORD**, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut (hereinafter the “City), acting herein by Caroline Simmons, its duly authorized Mayor, and **INTERNATIONAL CONSULTING ACQUISITION CORP. d/b/a ISG PUBLIC SECTOR**, (herein after the “Consultant”) a foreign (DE) corporation with a principal place of business located at 2187 Atlantic Street, Stamford, Connecticut, and acting herein by Nathan Frey, its duly authorized Partner.

WITNESSETH

WHEREAS, The City solicited Request for Proposals (RFP) No. 806 for Project Manager – ERP Systems Identification and Implementation;

WHEREAS, The Consultant submitted a Proposal to said Request for Proposals; and

WHEREAS, the City accepted the Consultant’s Proposal and entered into a written Agreement, dated October 6, 2020, with the Consultant (hereinafter the “Agreement”) for the work of the City’s Request for Proposals No. 806;

WHEREAS, the parties amended the Agreement (1st Amendment) on November 16th, 2021, to extend the Term and allow for a corresponding increase in Compensation;

WHEREAS, the parties amended the Agreement a second time (2nd Amendment) on May 3rd, 2022, to include additional Conversions and Interfaces services and corresponding fees;

WHEREAS the parties amended the Agreement a third time (3rd Amendment) on March 29th, 2023, to include additional technical support services; and

WHEREAS, the parties now wish to amend the Agreement a fourth time (4th Amendment) to include further technical services to support the implementation of the City’s Fleet Management, Human Resources and Payroll systems.

NOW THEREFORE, THE PARTIES AGREE TO AMEND THE AGREEMENT A FOURTH TIME AS FOLLOWS:

4. COMPENSATION. Section 4, Compensation, shall be amended by deleting the final sentence regarding additional value-added services in its entirety and replacing it with the following:

Notwithstanding the foregoing, fees for additional services outside of those services contemplated in the Annual Fee shall not exceed Nine Hundred Forty-Six Thousand dollars (\$946,000), in aggregate, for the entire Term of this Agreement, including any option years.

REMAINING TERMS AND CONDITIONS. All of the remaining terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

Print:
Witness

By: _____
Caroline Simmons, Mayor

Date: _____

Print:
Witness

**INTERNATIONAL CONSULTING
ACQUISITION CORP. d/b/a ISG PUBLIC SECTOR**

Kirk E. Teal
Print: Kirk Teal
Witness

Nathan L. Frey
Nathan Frey, Partner

By:

Randy Meek
Print: Randy Meek
Witness

Date: 05/22/2023

Approved as to Form:

Chris Dellaselva
Asst. Corp. Counsel
Date: