

C 54484  
07-1211

THE STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

THIS FIRST AMENDMENT TO THE CONTRACT FOR EMS AMBULANCE COLLECTION SERVICES (the "First Amendment") is made on the countersignature date between the CITY OF HOUSTON, TEXAS ("City"), a municipal corporation and ACS STATE AND LOCAL SOLUTIONS, INC. ("Contractor"), a New York corporation doing business in Texas.

**BACKGROUND:**

By Ordinance No. 02-0952, the City entered into a contract with Contractor, which was passed and adopted by City Council on October 23, 2002. Under the Contract (#54484)(the "Original Contract"), Contractor provides collection services for EMS ambulance services fees.

The City and Contractor desire to amend the Original Contract to extend the term of the contract and at Contractor's expense, to update the computers, printers and related equipment used by Contractor to collect ambulance fees for the City under this contract.

For and in consideration of the mutual promises, covenants, agreements, and benefits contained in this First Amendment, the City and Contractor agree as follows:

I.

Article II, Definitions, of the Original Contract is amended by adding the following definitions: "Acceptance", "Accept" or "Accepted" means the City's acceptance of the equipment listed in Exhibit "A-1" and the related software ("the New Equipment") after the equipment has been delivered and installed by Contractor and the City has conducted tests to ascertain that the equipment works according to its Documentation when such equipment is used for EMS

**ACS**

ambulance fees collection services under this Agreement. The City has 10 days to conduct Acceptance tests after each of the three implementation phases.

"Documentation" means the manufacturer's manual provided by Contractor detailing the design, operations and instructions for using the Equipment to obtain the desired results from the computer system.

## II.

Section III, A, "Scope of Services" of the Original Contract is amended by adding a new paragraph to read as follows:

### A-1 Scope of Services - Technology Refresh

For and incidental to providing EMS fee collection services to the City, Contractor shall provide all labor, material, and supervision necessary to update the equipment used to provide EMS fee collection services under this Agreement by furnishing and installing the New Equipment and removing any existing equipment that it replaces, all at its own expense. In consultation with the Director and no later than 30 days from the Date of Countersignature (the "Start Date"), Contractor shall begin implementing the New Equipment change-out and shall complete the installation, testing and obtain the City's Acceptance of the New Equipment within 136 days from the Start Date, in accordance with the schedule set out in Exhibit "B-1," "Implementation Plan." Upon the City's Acceptance of the New Equipment, Contractor shall maintain it as set out in Exhibit "A" of the Original Agreement.

## III

Section V, II, "City's Buy-Out Option" is amended by adding the following paragraphs:

II-1 In the event the City terminates this Agreement before the end of the five-year Initial

Term of this First Amendment as set out in Section V, A, below, then as Termination Costs the City shall pay Contractor the then-current value of the New Equipment as set out below. In consideration for the City's payment of Termination Costs, Contractor shall transfer Title to the New Equipment and assign all related software licenses and software warranties to the City, to the extent permitted by any third party vendors. The City's Termination Costs for terminating this Agreement at the end of the last year of the Depreciation Schedule is \$1.00.

For purposes of calculating Termination Costs, the initial cost of the New Equipment shall not exceed the costs specified in Exhibit "A-1." In the event the City terminates this Agreement before the end of the First Amendment Initial Term, then the City shall pay as Termination Costs the lesser of (1) the depreciated price for the New Equipment in accordance with the depreciation schedule attached as Exhibit "J-1" or (2) the five-year straight line depreciation value of the new Equipment, starting from the actual cost paid by Contractor.

IV.

Section I A 2 of the Original Contract is amended by adding the following:

Contractor may move the Technical Resources Groups offices to a location mutually agreed to by the parties.

V.

Section II of Exhibit "B" entitled "Payment of Fees" is amended by adding a paragraph to read as follows:

II(a) Payment Holdback/Technology Implementation Initiative

The City shall pay Contractor a flat contingency fee of 14% based on gross revenue collections each month through the last month of the contract. Thereafter, at the completion of each City fiscal year, Contractor's fee will be adjusted up or down (Annual Adjustment) based on the Net Collection Rate as defined in the schedule in Exhibit "B," (I)(B) of the Original Contract.

The City will withhold 20% of Contractor's fees during the Technology Implementation Phases. The City shall pay to Contractor the 20% holdback upon completion and Acceptance of each phase, in proportional amounts as set forth in the attached Technology Implementation Plan, which is appended hereto as Exhibit "B-1," which may be modified upon written mutual agreement. As each phase is completed and accepted, the holdback percentage shall proportionally decrease. For example, if there are three phases, upon completion and acceptance of Phase I, the City shall pay to Contractor one third of existing funds from the technology holdback and reduce the future technology holdback by one third. Acceptance of each phase must have the following approval and signature to be a valid acceptance: Finance and Administration Department Director or designee ("Director").

#### VI.

Section V, A, "Termination Date" of the Original Contract is deleted in its entirety and replaced with the following:

A. Contract Term

This Agreement is effective on the Countersignature Date of this First Amendment and remains in effect for five years unless sooner terminated under this Agreement (the "First

Amendment Initial Term").

## VII.

Section V, C. "Renewals-Automatic" of the Original Contract is deleted in its entirety and replaced with the following:

### C. Renewals

If the Director, at his or her sole discretion, makes a written request to City Purchasing Agent to make a written request for renewal to Contractor at least 30 days before the expiration of the then-current term and if sufficient funds are allocated, then, upon expiration of the Initial Term, this Agreement is renewed for two successive one-year terms upon the same terms and conditions. Upon expiration of the Initial Term and in the event City exercises its option to renew this Agreement, Contractor shall have no obligation to replace or upgrade the hardware or software provided hereunder.

## VIII.

The following exhibits are attached and incorporated into this Agreement: Exhibit "A-1", "List And Price Of Change Out Equipment"; Exhibit "B-1," "Contractor's Implementation Plan For Replacing Existing Equipment With Equipment Listed in Exhibit A-1"; and Exhibit "J-1," "Depreciation Schedule For Equipment Listed in Exhibit "A-1."

## IX.

In the event of a conflict between the Original Contract and this First Amendment, this First Amendment shall prevail.

## X.

All other terms and conditions of the Original Contract except as amended in this First Amendment shall continue in full force and effect.

D. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ACS STATE AND LOCAL SOLUTIONS, INC. CITY OF HOUSTON, TEXAS

Signed by:

By: Naomi Marr  
Name: Naomi Marr  
Title: VP, State and Local Solutions, Inc  
Date: 10-17-2007

By: Bill White Donna Scott  
Mayor

ATTEST/SEAL (if a corporation)  
WITNESS (if not a corporation)

ATTEST/SEAL:

By: Paul R. Webber  
Name: Paul R. Webber  
Title: Act. Secretary

Erin Russell  
City Secretary

APPROVED:

William D. White  
City Purchasing Agent

James Gray Johnson  
Director, Finance & Administration

APPROVED:

Bill Bonakie  
Chief, Houston Fire Department

COUNTERSIGNED BY:  
Annice D. Parker  
City Controller Madeline B. Appel

APPROVED AS TO FORM:

Mayra Ramana  
Assistant City Attorney  
L.D. No. 0340200123004

DATE COUNTERSIGNED:

11-2-07

**EXHIBIT "A-1"**

**COMPUTERS**

Qty	Part Number			Not to Exceed Unit Price	Not to Exceed Total Price		
<b>HAMMERHEAD XTREME - CENTRINO</b>							
136	X11R-X01-XP-001	Pen	SVGA-All-Vis In/Out Inclusive of Sierra Aircard 860 with 3G or Equivalent, 128 Mb or greater Compact Flash w/PC Card Type II Adapter, and Ruggedized case with handle.	1GB	8GB Solid State	\$5,116.00	\$695,776.00
<b>HAMMERHEAD &amp; HAMMERHEAD XTREME SOLID STATE HARD DRIVE OPTIONS</b>							
136	0000-18485-0016	16GB Solid State Drive Upgrade for Hammerhead or Hammerhead Xtreme		\$ 965.00	\$131,240.00		
<b>BATTERIES, POWER SUPPLIES &amp; CHARGERS</b>							
136	0300-15663-0001	Long lasting, memory-free Li-Ion battery pack for Hammerhead computers		\$ 128.00	\$ 17,408.00		
136	8900-16005-000	Cigarette Lighter Power Cord		\$ 80.00	\$ 10,880.00		
<b>DOCKING STATIONS</b>							
40	9800f-18001-0003 Replacement for 9800-16072-0000 & DESK2000AC	NEW Desktop Docking Station with 4 HUB USB, two serial ports, one parallel port, one PS/2 keyboard port and power. With North American Power Cord		\$ 450.00	\$ 18,000.00		
158	9800-17048-0000	Vehicle Docking System (USB)		\$ 650.00	\$102,700.00		
<b>HEAVY-DUTY PLASTIC DOORS</b>							
136	9800-17859-0000	CDMA/GPRS Door. For use with Sierra Aircard 550, 555 & 750. Includes "lump style" heavy-duty polycarbonate PCMCIA door, o-ring & screws		\$ 65.00	\$ 8,840.00		
<b>SPARE PENS</b>							
136	9800F15652-0000	Spare Passive Pen Kit for Hammerhead PEN units with tether		\$ 65.00	\$ 8,840.00		

EXTENDED WARRANTIES				
408	9990-00454-0002	2 years additional warranty coverage. Prepaid Service Contract at time of unit purchase	\$ 515.00	\$210,120.00
<b>SUB TOTAL</b>				<b>\$1,203,804.00</b>

**EXHIBIT "A-1"**

**MOBILE PRINTERS**

Qty	Part Number		Not to Exceed Unit Price	Not to Exceed Total Price
<b>GROUP A</b>				
<b>HP Deskjet 460wbt Mobile Printer</b>				
136	C8153A#A2L	Product - HP Deskjet 460wbt mobile printer in the box; HP Bluetooth printer card (C8249A), HP Lithium-ion battery, HP 94 black print cartridge, HP 95 tri-color print cartridge, Starter CD with printer drivers, User documentation, Compact power adapter Print speed, black - Up to 17 ppm; Print speed, color - Up to 16 ppm; Input capacity (std/max) - Up to 50 / Up to 50 Connectivity standard - 1 USB, 1 CompactFlash type card slot, 1 multimedia, 1 secure digital, Pictbridge, HP Bluetooth Printer Card, Paper-handling accessories - 50 sheet input tray; weight - including detachable battery: 5 lb.	\$ 301.00	\$ 40,936.00
<b>HP USB Cable (a-b), 2 meter</b>				
136	C6518A	For consumers who need a reliable, high-speed, bi-directional connection between their USB port printer and PC or Mac	\$ 15.00	\$ 2,040.00
		The HP USB 2.0 Printer Cable is designed to deliver complex, graphic-rich documents to the printer with speed and accuracy		
		A-B, 2 meter universal serial bus cable		
		For interfacing USB peripherals to USB ports on PC's		
<b>HP 94 Black Inkjet Print Cartridge (11 ml)</b>				
4,080	C8765WN#140	Get fast results and superior fade resistance while using less ink with HP's Vivera inks	\$ 18.00	\$ 73,440.00
		Enjoy laser-quality results you get from the advanced technology and pigment-based Vivera inks.		
<b>SUB TOTAL</b>				<b>\$116,416.00</b>
<b>GROUP B</b>				

HP LaserJet P2015 Printer				
40	CB366A#ABA	Product - HP LaserJet P2015 Printer In the box; HP LaserJet print cartridge, Getting Started Guide, CD (includes software and User's Guide), power cord Print speed, black - Up to 27 ppm; Recommended volume <h/> - 740 to 3,000 pages/month; two-sided printing - Manual (driver support provided); Input capacity (std/max) - Up to 250 / Up to 250 Connectivity, standard - Hi-Speed USB 2.0 compatible port; Paper trays (std/max) - 2 plus 50 sheet multipurpose input tray / 2; Paper handling accessories - 250 sheet input tray; Optional paper-handling accessories - Options not included: 250-sheet input tray.	\$ 319.00	\$ 12,760.00
352	H5473E	HP 3-YEAR NEXT-BUSINESS-DAY ONSITE LASERJET 1160, 1320, P2015 I/W SUPP	\$ 132.00	\$ 46,464.00
600	Q7553X	HP 53X Toner Cartridge	\$147.99	\$ 88,794.00
40	C6518A	HP USB cable (a-b), 2 meter For consumers who need a reliable, high-speed, bi-directional connection between their USB port printer and PC or Mac	\$ 15.00	\$ 600.00
		The HP USB 2.0 Printer Cable is designed to deliver complex, graphic-rich documents to the printer with speed and accuracy		
		A to B, 2 meter universal serial bus cable		
		For interfacing USB peripherals to USB ports on PC's		
<b>SUB TOTAL</b>				<b>\$148,618.00</b>

**EXHIBIT "A-1"**

**MOBILE SOFTWARE**

<b>Qty</b>	<b>Part Number</b>		<b>Not to Exceed Unit Price</b>	<b>Not to Exceed Total Price</b>
136	N/A	ACS EM Tablet Mobile Software Licenses	\$ 1,750.00	\$238,000.00
1	N/A	ACS EM Tablet Base and Wireless Manager Software License	\$74,464.33	\$ 74,464.33
<b>SUB TOTAL</b>				<b>\$312,464.33</b>

**VEHICLE INSTALLATIONS**

<b>Qty</b>	<b>Part Number</b>		<b>Not to Exceed Unit Price</b>	<b>Not to Exceed Total Price</b>
130	N/A	Vehicle Installation, Wiring Services into City of Houston Fire Department Ambulance Fleet (24 Hour Installation during Out-Of-Service Maintenance and Repair Period)	\$ 1,640.00	\$213,200.00
<b>SUB TOTAL</b>				<b>\$213,200.00</b>

EXHIBIT "A-1"

**ACS IMPLEMENTATION LABOR AND TRAVEL**

Qty	Part Number			Not to Exceed Total Price
1	N/A	ACS Labor and Travel for Implementation, Testing, and Training (136 Days).	\$ 42,947.36	\$ 42,947.36
<b>SUB TOTAL</b>				<b>\$ 42,947.36</b>

**HARDWARE SHIPPING CHARGES**

Qty	Part Number			Not to Exceed Total Price
1	N/A	Anticipated Shipping Charges for Mobile Equipment, Electronics, and Vehicle Docking Units.	\$ 50,000.00	\$ 50,000.00
<b>SUB TOTAL</b>				<b>\$ 50,000.00</b>

Note: ACS will continue to support and maintain the 20 additional units that were purchased under the base term of the Original Contract under the terms of the Original Contract.

**EXHIBIT "A-1"**

<b>COMPUTERS Subtotal</b>	<b>\$1,203,804.00</b>
<b>MOBILE PRINTERS Subtotal</b>	<b>\$ 116,416.00</b>
<b>HOSPITAL BASED PRINTERS</b>	<b>\$ 148,618.00</b>
<b>MOBILE SOFTWARE Subtotal</b>	<b>\$ 312,464.33</b>
<b>VEHICLE INSTALLATIONS Subtotal</b>	<b>\$ 213,200.00</b>
<b>ACS IMPLEMENTATION LABOR AND TRAVEL Subtotal</b>	<b>\$ 42,947.36</b>
<b>HARDWARE SHIPPING CHARGES Subtotal</b>	<b>\$ 50,000.00</b>
<b>NOT TO EXCEED TOTAL</b>	<b>\$2,087,449.69</b>

**EXHIBIT "B-1"**

**TECHNOLOGY IMPLEMENTATION PLAN**

ID	Task Name	Duration
1	Houston EMS Amendment Project (3 Phase Approach)	138 days
2	Initial Project Logistics	11 days
3	Contractual and Administrative Matters	14 days
4	Obtain Internal ACS Approval for Capital Expenditure Request per Receipt of Fully Executed Contract	10 days
5	Identify City Resource Team for ACS Issuance and Task Approval	5 days
6	Identify ACS Resource Team for On-Site Implementation Tasks	2 days
7	Initial Technology Orders	1 day
8	Order Required EXTREME Duty Mobile Equipment (Exclusive of Docks)	1 day
9	Order Required Mobile Printer Equipment	1 day
10	Order Hospital Based Printer Equipment	1 day
11	Order Initial DRS Dock Hardware Quanta	1 day
12	Phase I - Inventory MFD Apparatus. (Note: Phase I shall begin upon completion of the Initial Project Logistics Tasks. All dates will be adjusted accordingly, but the number of days to implement/install each item shall remain the same.)	59 days
13	Review Fleet Inventory	48 days
14	Determine MFD Apparatus requiring Dock Retrofit/Rebuild	40 days
15	Determine MFD Apparatus requiring Dock Replacement	40 days
16	Review Apparatus Wiring Status	40 days
17	Review Vehicle Armor Status for Complete Vehicle Replacement	40 days
18	Review MSU (Houston Airport Units) for unique installation requirements	40 days
19	Document Findings for City Review	2 days
20	Prepare Document for City	2 days
21	Submit for City Review	0 days
22	Order Remaining Quantity of Required DRS Vehicle Docks	1 day
23	Schedule On-Site Installation Resources for Dock Installations and Vehicle Wiring	3 days
24	Submit ACS Invoice to City for Release of Phase I Hold Back Funds	0 days
25	Obtain City Approval of Phase I / End Phase I	10 days
26	Receipt of Hardware from Manufacturer(s)	46 days
27	Receipt of DRS XTREMOS Mobile Tablet Computers	46 days
28	Receipt of Mobile Vehicle Printers	40 days
29	Receipt of Vehicle Docking Equipment	40 days
30	Phase II - Vehicle Installation. (Note: Phase II shall begin upon completion of Phase I Tasks and receipt of Hardware. All dates will be adjusted accordingly, but the number of days to implement/install each item shall remain the same.)	62 days
31	Finalize Installation Schedule with MFD	14 days
32	Review Installation Schedule with MFD	11 days
33	Identify Rotation Schedule for Vehicle Schedule for selected MFD Apparatus	3 days
34	Confirm Installation Services Firm Scheduling of On-Site Resources	3 days
35	Execute MFD Apparatus Installation Services	40 days
36	Complete MFD Apparatus Dock Retrofit/Rebuild	40 days
37	Complete MFD Apparatus Line Replacement	40 days
38	Complete Apparatus Wiring	40 days
39	Complete required Vehicle Armor Rehabilitation	40 days
40	Install MSU (Houston Airport Units)	40 days
41	Document Phase II Completion for City Review	3 days
42	Prepare Document for City	3 days
43	Submit for City Review	0 days
44	Submit ACS Invoice to City for Release of Phase II Hold Back Funds	1 day

## Exhibit B-1 Technology Implementation Plan

ID	Task Name	Duration
45	Obtain City Approval of Phase II / End Phase II	10 days
46	Phase III - Deploy OHS Mobile Laptop Computers. (Note: Phase III shall begin upon completion of Phase II. All dates will be adjusted accordingly, but the number of days in implementation of each item shall remain the same.)	25 days
47	Deploy OHS Xtreme Laptop Devices to HD Crews	13 days
48	Create Laptop Computer Roll-Out Schedule	3 days
49	Schedule Crew Pick-Up of Laptop Devices	10 days
50	Stock HD Repair Depot with OHS Xtreme Laptop Devices	1 day
51	Document Phase of Completion for City Review	2 days
52	Prepare Document for City	2 days
53	Submit for City Review	0 days
54	Submit ACS Invoice to City for Release of Phase III HDG-Deck Funds	0 days
55	Obtain City Approval of Phase III / End Phase III	10 days

EXHIBIT J-1

BUY-OUT DETAIL PRICING MATRIX FOR EQUIPMENT  
LISTED IN EXHIBIT "A-1"

Month of Contract	Beginning Month Cost	Less Depreciation	Month End Cost
1	\$ 2,087,449.69	\$ 34,790.83	\$ 2,052,658.86
2	\$ 2,052,658.86	\$ 34,790.83	\$ 2,017,868.03
3	\$ 2,017,868.03	\$ 34,790.83	\$ 1,983,077.21
4	\$ 1,983,077.21	\$ 34,790.83	\$ 1,948,286.38
5	\$ 1,948,286.38	\$ 34,790.83	\$ 1,913,495.55
6	\$ 1,913,495.55	\$ 34,790.83	\$ 1,878,704.72
7	\$ 1,878,704.72	\$ 34,790.83	\$ 1,843,913.89
8	\$ 1,843,913.89	\$ 34,790.83	\$ 1,809,123.06
9	\$ 1,809,123.06	\$ 34,790.83	\$ 1,774,332.24
10	\$ 1,774,332.24	\$ 34,790.83	\$ 1,739,541.41
11	\$ 1,739,541.41	\$ 34,790.83	\$ 1,704,750.58
12	\$ 1,704,750.58	\$ 34,790.83	\$ 1,669,959.75
13	\$ 1,669,959.75	\$ 34,790.83	\$ 1,635,168.92
14	\$ 1,635,168.92	\$ 34,790.83	\$ 1,600,378.10
15	\$ 1,600,378.10	\$ 34,790.83	\$ 1,565,587.27
16	\$ 1,565,587.27	\$ 34,790.83	\$ 1,530,796.44
17	\$ 1,530,796.44	\$ 34,790.83	\$ 1,496,005.61
18	\$ 1,496,005.61	\$ 34,790.83	\$ 1,461,214.78
19	\$ 1,461,214.78	\$ 34,790.83	\$ 1,426,423.95
20	\$ 1,426,423.95	\$ 34,790.83	\$ 1,391,633.13
21	\$ 1,391,633.13	\$ 34,790.83	\$ 1,356,842.30
22	\$ 1,356,842.30	\$ 34,790.83	\$ 1,322,051.47

23	\$ 1,322,051.47	\$ 34,790.83	\$ 1,287,260.64
24	\$ 1,287,260.64	\$ 34,790.83	\$ 1,252,469.81
25	\$ 1,252,469.81	\$ 34,790.83	\$ 1,217,678.99
26	\$ 1,217,678.99	\$ 34,790.83	\$ 1,182,888.16
27	\$ 1,182,888.16	\$ 34,790.83	\$ 1,148,097.33
28	\$ 1,148,097.33	\$ 34,790.83	\$ 1,113,306.50
29	\$ 1,113,306.50	\$ 34,790.83	\$ 1,078,515.67
30	\$ 1,078,515.67	\$ 34,790.83	\$ 1,043,724.85
31	\$ 1,043,724.85	\$ 34,790.83	\$ 1,008,934.02
32	\$ 1,008,934.02	\$ 34,790.83	\$ 974,143.19
33	\$ 974,143.19	\$ 34,790.83	\$ 939,352.36
34	\$ 939,352.36	\$ 34,790.83	\$ 904,561.53
35	\$ 904,561.53	\$ 34,790.83	\$ 869,770.70
36	\$ 869,770.70	\$ 34,790.83	\$ 834,979.88
37	\$ 834,979.88	\$ 34,790.83	\$ 800,189.05
38	\$ 800,189.05	\$ 34,790.83	\$ 765,398.22
39	\$ 765,398.22	\$ 34,790.83	\$ 730,607.39
40	\$ 730,607.39	\$ 34,790.83	\$ 695,816.56
41	\$ 695,816.56	\$ 34,790.83	\$ 661,025.74
42	\$ 661,025.74	\$ 34,790.83	\$ 626,234.91
43	\$ 626,234.91	\$ 34,790.83	\$ 591,444.08
44	\$ 591,444.08	\$ 34,790.83	\$ 556,653.25
45	\$ 556,653.25	\$ 34,790.83	\$ 521,862.42
46	\$ 521,862.42	\$ 34,790.83	\$ 487,071.59
47	\$ 487,071.59	\$ 34,790.83	\$ 452,280.77
48	\$ 452,280.77	\$ 34,790.83	\$ 417,489.94
49	\$ 417,489.94	\$ 34,790.83	\$ 382,699.11
50	\$ 382,699.11	\$ 34,790.83	\$ 347,908.28

51	\$	347,908.28	\$	34,790.83	\$	313,117.45
52	\$	313,117.45	\$	34,790.83	\$	278,326.63
53	\$	278,326.63	\$	34,790.83	\$	243,535.80
54	\$	243,535.80	\$	34,790.83	\$	208,744.97
55	\$	208,744.97	\$	34,790.83	\$	173,954.14
56	\$	173,954.14	\$	34,790.83	\$	139,163.31
57	\$	139,163.31	\$	34,790.83	\$	104,372.48
58	\$	104,372.48	\$	34,790.83	\$	69,581.66
59	\$	69,581.66	\$	34,790.83	\$	34,790.83
60	\$	34,790.83	\$	34,790.83	\$	(0.00)