



Amendment No. 5  
to  
Contract No. 8300 NR170000011  
for  
Web Based Management of Fire Safety System Permitting  
between  
Brycer, LLC  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be July 13, 2019 through July 12, 2020. Two (2) options will remain.
- 2.0 The total contract amount is increased by \$313,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/13/2017 – 07/12/2018		
	\$81,000.00	\$81,000.00
Amendment No. 1: Option 1 – Extension 07/13/2018 – 07/12/2019	\$186,000.00	\$276,000.00
Amendment No. 2: Modification to Scope of Work	\$0.00	\$276,000.00
Amendment No. 3: Administrative Increase, 3/28/18	\$30,000.00	\$297,000.00
Amendment No. 4: Administrative Increase, 6/13/19	\$31,000.00	\$328,000.00
Amendment No. 5: Option 2 – Extension 07/13/2019 – 07/12/2020	\$313,000.00	\$641,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: 7-15-19

Printed Name: Matthew B. Rice  
Authorized Representative

*Matthew B. Rice*

Brycer, LLC  
4355 Weaver Parkway, Suite 330  
Warrenville, IL 60555

Sign/Date: 7-15-19

Printed Name: JAMES T. HARRIS  
Authorized Representative

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



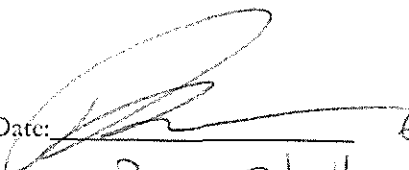
Amendment No. 4 to  
Contract No. 8300 NRI 7000001  
1 For  
Web Based Management of Fire Safety System Permitting  
between  
Brycer, LLC  
and the  
City of Austin

- 1.0 The City hereby adds an Administrative increase to the current option of this contract as fire safety permitting has been greater than expected during the course of this contract.
- 2.0 The total contract amount is increased by \$ 31,000 by this Administrative Increase.. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/13/2017-07/12/2018	\$ 81,000	\$ 81,000
Amendment No. 1: Option I-Extension 07/13/2018-07/12/2019	\$186,000	\$ 267,000
Amendment No. 2: Modification to Scope of work	\$ 0	\$ 267,000
Amendment No. 3: Administrative Increase of \$30,000 as permitting has been greater than expected. 3/28/18	\$30,000	\$ 297,000
Amendment No. 4: Administrative Increase of \$31,000 as permitting has been greater than expected. 6/13/19	\$31,000	\$ 328,000

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES, affixed below, this amendment is hereby incorporated into and made a part of the above-referenced

Sign/Date: 

6/13/19

Printed Name: Bryan Schultz

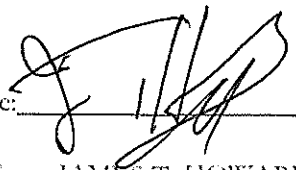
Authorized Representative

Brycer, LLC

4355 Weaver Parkway, Suite 330

Warrenville, IL 60555

Authorized Representative

Sign/Date: 

6/13/19

Printed Name: JAMES T. HOWARD

IT PROCUREMENT MANAGER

City of Austin

Purchasing Office

124 W. 8<sup>th</sup> Street, Ste. 310

Austin, Texas 78701



Amendment No. 3  
to  
Contract No. 8300 NR170000011  
For  
Web Based Management of Fire Safety System Permitting  
between  
Brycer, LLC  
and the  
City of Austin

- 1.0 The City hereby adds an Administrative increase to the current option of this contract as fire safety permitting has been greater than expected during the course of this contract.
- 2.0 The total contract amount is increased by \$ 30,000 by this Administrative Increase.. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/13/2017-07/12/2018	\$ 81,000	\$ 81,000
Amendment No. 1: Option 1-Extension 07/13/2018-07/12/2019	\$ 186,000	\$ 267,000
Amendment No. 2: Modification to Scope of work	\$ 0	\$ 267,000
Amendment No. 3: Administrative Increase of \$30,000 as permitting has been greater than expected.	\$ 30,000	\$ 297,000

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

3/28/19

Printed Name:

Authorized Representative

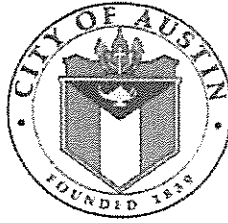
Bryon Schultz

Sign/Date:

Printed Name: JIM HOWARD,  
IT PROCUREMENT MANAGER  
Authorized Representative

Brycer, LLC  
4355 Weaver Parkway, Suite 330  
Warrenville, IL 60555

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701



Amendment No. 2  
to  
Contract No. NR170000011  
for  
Web Based Management of Fire Safety System Permitting  
between  
Brycer, LLC  
and the  
City of Austin, Texas

1.0 The following sections of the above referenced contract are hereby deleted in its entirety and replaced as follows:

A. Section 3.1 - Management Fee.

**Section 3.1 – Management Fee** - The City shall pay the Contractor a fixed fee of ten dollars (\$10.00 US), plus a 5.98% processing fee for each system inspection submitted, up to eighty dollars (\$80 US) per location until September 30, 2018. With Council approval of the Fire Protection System Fee increase from \$20.00 to \$30.00 per system, the fixed fee will increase to thirteen dollars and fifty cents (\$13.50 US), plus a 5.98% processing fee for each system inspection submitted. With Council approval of removal of the cap, the eighty dollars (\$80 US) cap per location will be removed. If Council does not approve the Fire Protection System Fee increase from \$20.00 to \$30.00 per system, the fixed fee will remain at ten dollars (\$10.00 US), plus a 5.98% processing fee for each system inspection submitted. If the Council does not approve removal of the cap, the cap will remain at eighty dollars (\$80 US) cap per location.

B. Exhibit B, Overdue Notification.

**Overdue notification** – Sent to property for EACH life-safety system overdue for service, based on dates automatically tracked within the TCE database. Contractor of record will have access to a copy of this notice within TCE. - *Overdue notice sent 45 days after due date.* Upon approval of increased fees by City Council, second overdue notification sent 60 days after due date.

C. Exhibit B, Deficiency Notification.

**Deficiency Notification** - With the click of the mouse by your team, a notification will be mailed to the property with the deficiencies automatically embedded into the notification logged by the licensed contractor and approved by the approved City of Austin user. Deficiencies can be added or removed based on the review by your team. Contractor of record will have access to a copy of this notice within TCE. – *Sent only when Austin clicks send notice on a report received that has deficiencies. Once clicked, BRYCER will process within 24 hrs.* Upon approval of increased fees by City Council, unlimited number of email deficiency notifications can be sent.

2.0 The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
------	------------------	--------------------------

Revised 8/4/2014

Basic Term: 07/13/2017 – 07/12/2018	\$81,000.00	\$81,000.00
Amendment No. 1: Option 1 – Extension 07/13/2018 – 07/12/2019	\$186,000.00	\$267,000.00
Amendment No. 2: Modification to Scope of Work	\$0.00	\$267,000.00

4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Matthew B. Rice 6-12-18

Printed Name: Matthew B. Rice  
Authorized Representative

Brycer, LLC  
4355 Weaver Parkway, Suite 330  
Warrenville, IL 60555

Signature & Date:

Sai Xoomsai Purcell 6/12/18

Sai Xoomsai Purcell, Procurement Specialist IV  
City of Austin Purchasing Office





Amendment No. 1  
to  
Contract No. 8300 NR170000011  
for  
Web Based Management of Fire Safety System Permitting  
between  
Brycer, LLC  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be July 13, 2018 through July 12, 2019. Three (3) options will remain.
- 2.0 The total contract amount is increased by \$186,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/13/2017 – 07/12/2018	\$81,000.00	\$81,000.00
Amendment No. 1: Option 1 – Extension 07/13/2018 – 07/12/2019	\$186,000.00	\$276,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: [Signature] 6/5/18

Printed Name: Bryan Schultz  
Authorized Representative

Sign/Date: [Signature]

Printed Name: JANEL T. HOWARD  
Authorized Representative

Brycer, LLC  
4355 Weaver Parkway, Suite 330  
Warrenville, IL 60555

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Ste. 310  
Austin, Texas 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
BRYCER, LLC  
For  
WEB BASED MANAGEMENT OF FIRE SAFETY SYSTEM PERMITTING  
MA 8300 NR170000011**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Brycer, LLC ("Contractor"), having offices at 4355 Weaver Parkway, Suite 330, Warrenville, IL 60555.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Bryan Schultz, Phone: 630-413-9316, Email Address: [bschultz@mybrycer.com](mailto:bschultz@mybrycer.com). The City's Contract Manager for the engagement shall be Krisha Allen, Phone: (512) 974-0261, Email Address: [Krisha.Allen@austintexas.gov](mailto:Krisha.Allen@austintexas.gov). The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION 2. SCOPE OF WORK & CONTRACT COMPLIANCE**

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform the tasks outlined in Exhibits B & C.

**2.3 Contract Compliance.**

2.3.1 Contractor shall maintain an uptime of at least 98% on a rolling three (3) month period

2.3.2 Contractor shall not have more than three (3) complaints from business owners or 3<sup>rd</sup> party inspectors in a rolling three (3) month period for technical services that are within their control.

2.3.3 AFD will survey random customers for customer satisfaction concerning dealings with Contractor. Contractor shall not have more than three (3) ratings of Less than Satisfactory or below in a rolling three (3) month period

2.3.4 Contractor shall coordinate an annual business review meeting with representatives designated from AFD either via a teleconference or in person within sixty (60) days before the contract anniversary. The City reserves the right to make these meetings more frequent.

**SECTION 3. COMPENSATION**



3.1 **Management Fee.** The City shall pay the Contractor a fixed fee of ten dollars (\$10.00 US), plus a 5.98% processing fee for each system inspection submitted, up to eighty dollars (\$80 US) per location. The fee shall be fixed for the life of the contract.

3.2 **Disbursement of Payments.** The Contractor shall electronically disburse payments to the City via ACH on a weekly basis, or when the account contains fifty thousand dollars (\$50,000 US), whichever comes first.

3.3 **Operating Account.** Contractor shall establish and manage an Operating Account in which they segregate funds collected on behalf of the City, separate from all other accounts, and shall deposit into the Operating Account, all monies generated by the Contractor on behalf of the City. Contractor (by and through its designated representative) must be named the authorized signatory on the Operating Account for the term of the Contract. All Gross Receipts collected on behalf of the City must be deposited into the Operating Account. All funds deposited in the Operating Account are funds owed to the City and may only be withdrawn from the Operating Account as provided in the Contract or otherwise directed in writing by the City. Contractor shall ensure that the City receives monthly account statements directly from the bank for this Operating Account throughout the life of this contract. Monthly bank statements should be sent directly from the bank to the City of Austin Fire Department, Accounts Payable, 4201 Ed Bluestein, Austin, TX 78721.

### 3.3 **Invoices.**

3.3.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed or emailed to the below address:

	City of Austin
Department	Austin Fire Department
Attn:	Accounts Payable
Address	4201 Ed Bluestein
City, State, Zip Code	Austin, TX 78721
Email	<a href="mailto:FIREAcctsPayable@austintexas.gov">FIREAcctsPayable@austintexas.gov</a>

3.3.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.3.3 Contractor shall submit an invoice at least once a week and provide the following information to the City with each invoice in Excel format:

- Transaction number
- Transaction date
- Property ID/Address
- Total amount of transaction

3.3.4 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.3.5 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

### 3.4 **Payment.**

3.4.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the invoice.

**3.4.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance**

**at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.4.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.4.4 delivery of defective or non-conforming deliverables by the Contractor;

3.4.5 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.4.6 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.4.7 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.4.8 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.4.9 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.4.10 failure of the Contractor to comply with any material provision of the Contract Documents.

3.4.11 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2- 8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.4.12 Payment will be made by ACH unless the parties mutually agree to payment by credit card or check. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

### **3.5 Contractor Deposits.**

3.5.1 Contractor shall deposit all collected inspection fees by 11:59 PM Central time every Saturday for fees collected Sunday through Saturday. Failure to deposit within this timeframe could result in immediate termination.

3.5.2 Contractor shall submit a weekly report during the term of this contract supporting the deposit including transaction number, transaction date, property ID/Address, and total amount of transaction via email to the City's Contract Manager on the day the deposit is made.

3.5.3 Contractor shall not have more than three (3) errors per report and no more than nine (9) total errors in a rolling three (3) month period.

### **3.6 Final Payment and Close-Out.**

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

## **SECTION 4. TERM AND TERMINATION**

4.1 **Term of Contract.** The Contract shall be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.1.2 This is a twelve (12) month Contract. Prices are firm for the first twelve (12) months.

4.1.3 If the parties agree to extend the terms of this Contract as set out in Section 4.1, either party may request a review and renegotiation of the applicable service rates. If the City requests the expansion, modification, or reduction of any of Contractor's services, the parties will negotiate any resulting change in the applicable service rates. Any such changes will be by written amendment, signed by both parties. Any such changes are and will at all times be subject to, and will remain at or below, the authority then granted to the City by the City's governing body.

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 5. OTHER DELIVERABLES**

5.1 **Insurance:** The following insurance requirements apply.

### **5.1.1 General Requirements.**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin  
Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage

per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.4 **Third Party Employee Crime Insurance.** for all losses emanating from the handling of checks or cash on behalf of the City, including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be primary to any insurance carried by the City and shall be written for a minimum limit of \$500,000 per claim.

5.1.2.5 **Professional Liability/Technology Errors and Omissions Insurance.** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with

the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

5.1.2.6 **Cyber Liability Insurance** coverage of not less than \$2,000,000 each claim and \$2,000,000 annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers (5) the transmission of malicious code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

5.1.2.5 **Endorsements**. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

## **5.2 Equal Opportunity.**

5.2.1 **Equal Employment Opportunity**. No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance**. No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

5.3 **Interested Parties Disclosure**. As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Acceptance of Incomplete or Non-Conforming Deliverables**. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor

## **5.4 Delays.**

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on



any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.5.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.5 **Rights to Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Determination of the public nature of the material is subject to the Texas Public Information Act, currently codified at Chapter 552 of the Texas Government Code.

5.6 **Fidelity Bond.** The Contractor shall provide a Blanket Position Fidelity Bond in an amount equal to ten (10) % of the Contract amount within calendar days (14 unless a different period is inserted) after notification of award. The Blanket Position Fidelity Bond shall cover each employee who handles money or safeguards assets and the Contractor agrees to make, and pursue to conclusion, a claim against such bond when an employee is found to have violated the bond provisions. The Fidelity Bond shall remain in effect throughout the term of the Contract, and shall be renewed for each respective extension.

## **SECTION 6. WARRANTIES**

### **6.1 Warranty – Price.**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in accordance with the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

## **SECTION 7. MISCELLANEOUS**

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

### **7.2 Workforce.**

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the

services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 **Significant Event.** The Contractor shall use all reasonable efforts to provide the City's Contract Manager advanced notice of any unscheduled downtime or of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.4.2 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.3 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.4 significant change in product focus.

## 7.5 **Audits and Records.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 Records Retention:

7.5.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.5.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

## 7.7 **Indemnity.**

### 7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

**7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:  
City of Austin, Purchasing Office  
ATTN: Erin D'Vincent  
P.O. Box 1088  
Austin, TX 78767

To the Contractor:  
Brycer, LLC  
ATTN: Bryan Schultz  
4355 Weaver Parkway, Suite 330  
Warrenville, IL 60555

7.10 **Confidentiality.** In order to provide the services under this Contract to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

In order to provide the services required under this Contract, and in the interest of further developing its software or hardware systems, Contractor may, from time to time, provide to the City information that Contractor deems confidential. Contractor will so identify any such information prior to providing the City such information. The City agrees that it will not voluntarily publish such information, however Contractor acknowledges that the City is and will remain at all times subject to the Texas Public Information Act, currently codified at Chapter 552 of the Texas Government Code. If the City receives any request under the Texas Public Information Act for materials provided by the Contractor under a confidentiality designation, the City will follow its then-standard procedure for seeking an ultimate determination from the Office of the Texas Attorney General regarding the confidentiality of that information. The City will, in accordance with its then-standard procedure, notify Contractor of both the request made and the referral to the Office of the Texas Attorney General. Contractor is free to make any argument in favor of confidentiality to the Office of the Texas Attorney General, and acknowledges that the City will take no position either way. Contractor acknowledges that the City is bound to follow any ultimate determination of the Office of the Texas Attorney General regarding the confidential nature of any information, and will be required to publicly produce any information ultimately deemed non-confidential.

The Contractor acknowledges and agrees that the City and any of its information is only subject to the Texas Public Information Act, and is not subject to any equivalent laws in any other state. If Contractor receives any request or demand for any data or information communicated by the City to the Contractor under this Agreement, Contractor agrees that it will not release any information to the requestor or requestors, will refer the requestor or requestors to <http://www.austintexas.gov/departments/open-records> without asking the reason for such request.

7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the

Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation.** The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

## **7.20 Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior

level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty

(30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

## **7.21 Subcontractors.**

7.21.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.21.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.21.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.21.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.21.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.21.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.21.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.21.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.21.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not



contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.24 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.26 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.27 **Incorporation of Documents.** Section 0100, **Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: [https://assets.austintexas.gov/purchase/downloads/standard\\_purchase\\_definitions.pdf](https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf)

Further, Exhibit F, Contractor's Supplemental Terms and Conditions, is incorporated into this Contract. The terms of Exhibit F will take precedence and control over any terms that are in conflict with the terms contained in this contract.,

## **SECTION 8. IT TERMS**

### **8.1 Termination and Suspension of Service:**

8.1 In the event of termination of the contract, the Contractor shall implement an orderly return of City data in either CSV, XML, or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of City data.

8.1.1 During any period of service suspension, the Contractor shall not take any action to intentionally erase any City data.

8.1.2 In the event of termination of any services or agreement in its entirety, the Contractor shall not take any action to intentionally erase any City data for a period of:

8.1.2.1 10 days after the effective date of termination, if the termination is in accordance with the contract period

8.1.2.2 30 days after the effective date of termination, if the termination is for convenience

8.1.2.3 60 days after the effective date of termination, if the termination is for cause. After such period, the Contractor shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, delete all City data in its systems or otherwise in its possession or under its control.

8.1.3 The City shall be entitled to any post-termination assistance generally made available with respect to the services unless a unique data retrieval arrangement has been established as part of the SLA.

8.1.4 The Contractor shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the City. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the City.

8.2 **Data Location:** The Contractor shall provide its services to the City and its end users solely from data centers in the U.S. Storage of City data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store City data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access City data remotely only as required to provide technical support. The Contractor may provide technical user support only on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.

8.3 **Import and Export of Data:** The City shall have the ability to export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the City to export data to other service providers.

8.4 **Ownership And Use Of Deliverables:**

8.4.1 "Personal Data" means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport), financial account information, including account number, credit or debit card numbers, or protected health information (PHI) relating to a person.

8.4.2 "Protected Health Information" (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv), and employment records held by a covered entity in its role as employer.<sup>1</sup>

8.4.3 Data Ownership: The City will own all right, title and interest in its data that is related to the services provided by this contract. The Contractor shall not access City user accounts or City data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the City's written request.

8.4.4 Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:

8.4.4.1 The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own personal

data and non-public data of similar kind.

8.4.4.2 All data obtained by the Contractor in the performance of this contract shall become and remain property of the City.

8.4.4.3 All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.

8.4.4.4 Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The City shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

8.4.4.5 At no time shall any data that belongs to the City or its officers, agents or employees be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the City.

8.4.4.6 The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

8.4.5 Compliance with Accessibility Standards: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

8.4.6 Security: The Contractor shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the Contractor. For example: virus checking and port sniffing – the City and the Contractor shall understand each other's roles and responsibilities.

8.4.7 Security in Compliance with Chapter 521 of the Texas Business and Commerce Code: Contractor shall comply with all requirements under Chapter 521 of the Texas Business and Commerce Code, including but not limited to being responsible for a program that protects against the unlawful use or disclosure of personal information collected or maintained in the regular course of business. The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also address appropriate corrective action for events of any security breach and proper methods of destroying records containing sensitive personal information.

8.4.8 Security Incident or Data Breach Notification: The Contractor shall inform the City of any security incident or data breach.

8.4.8.1 Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

8.4.8.2 Security Incident Reporting Requirements: The Contractor shall report a security incident to the appropriate City identified contact immediately as defined in the SLA.

8.4.8.3 Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate City identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

8.4.9 Breach Responsibilities: This section only applies when a data breach occurs with respect to

personal data within the possession or control of Contractor.

8.4.9.1 The Contractor, unless stipulated otherwise, shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

8.4.9.2 The Contractor, unless stipulated otherwise, shall promptly notify the appropriate City identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive action taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

8.4.9.3 Unless otherwise stipulated, if a data breach is direct result of the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause: all [(1) through (5)] subject to this contract's limitation of liability.

## SECTION 9. SERVICE LEVELS

9.1 **Responsibilities and Uptime Guarantee:** The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

9.2 **Web Services:** The Contractor shall use Web services exclusively to interface with the City's data in near real time when possible.

9.3 **Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data, unless the City approves the storage of personal data on a Contractor portable device in order to accomplish work as defined in the statement of work.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

Brycer, LLC

By: Matthew B. Rice  
Signature

Name: Matthew B. Rice  
Printed Name

Title: President

Date: 7-12-17

CITY OF AUSTIN

By: Jim Howard  
Signature

Name: Jim Howard  
Printed Name

Title: Corporate Purchasing Manager

Date: 7/12/17

## List of Exhibits

Exhibit A	Non Discrimination and Non Retaliation Certification, Section 0800
Exhibit B	Contractor's Statement of Work
Exhibit C	Implementation Plan, Notification Templates, Upload Layouts
Exhibit D	TCE Security & Architecture
Exhibit E	IT Governance
Exhibit F	Contractor's Supplemental Terms and Conditions

**EXHIBIT A**  
**City of Austin, Texas**  
**NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation



of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 12<sup>th</sup> day of July, 2017

CONTRACTOR

BRYCER, LLC

Authorized  
Signature

Matthew B. Tz

Title

President

# THE COMPLIANCE ENGINE STATEMENT OF WORK



POWERED BY **BYCER**

*Austin Fire Department*

***TABLE OF CONTENTS***

1. Scope of Work.....3

2. Deliverables .....3

3. Responsibilities.....9

## 1. Scope of Work

The Compliance Engine (TCE) is a simple, internet based tool for the City of Austin to track and drive code compliance, reduce false alarm activity, and provide a safer community. It provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems can submit their reports via Brycer's web portal direct to the fire department, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. Brycer also provides a proactive service, in addition to the web-based technology, that includes hard and soft copy notifications sent to building owners and follow up phone calls to help increase testing and maintenance activity within the jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident. With The Compliance Engine, the City of Austin will be better equipped in their mission to drive 100% code compliance with their adopted fire code.

## 2. Deliverables

**Customer Service:** For the City of Austin, Brycer will provide a dedicated account representative, implementation specialist, technology resource and full access to the Brycer customer service team. Services include, but are not limited to:

- Data migration service – Fully map the Cities commercial building premise data into TCE to ensure data integrity with current operating system(s). – *Completed within 30 days of contract execution. Additional data uploads will be dependent on need and determined by city of Austin and BRYCER.*
- Payment Processing – Brycer will electronically charge, collect, and process all fees from ITM submissions associated with The Compliance Engine and return a portion of revenue to the City of Austin. – *Funds will be distributed to the city of Austin quarterly.*
- Training – Austin will be afforded training by a implementation specialist, and ongoing training is provided at no-charge to their TCE users – *Ongoing throughout the life of the contract.*
- Customer support is available 24/7/356 provided at no-charge to the City of Austin & contractors. Our toll free number is 855-279-2371 – *Ongoing throughout the life of the contract.*
- Brycer shall respond to telephone calls from TCE users within two hours of the call and/or message and all emails from TCE users within two hours of the receipt of the email. – *As needed*

## Exhibit B

**Inspection, Testing & Maintenance Reporting:** Utilizing our proprietary, customized, secure, and revolutionary web-based application, The Compliance Engine. TCE will track and maintain all life-safety inspection testing & maintenance reports completed for properties located within the jurisdiction. TCE will allow your department to administer compliance with your adopted fire prevention codes.

Life safety system types for which reports may be submitted include but are not limited to:

- Fire Alarm Systems
- Automatic Sprinkler Systems
- Commercial Hood Cleaning
- Commercial Hood Suppression System
- Standpipe System
- Active Smoke Control System
- Special Suppression (Clean Agent)
- Private Hydrant System
- Fire Pump
- Emergency Generator
- Foam System

TCE will track submission of reports according to your required schedule. Submission requirements are based on current and future adopted code requirements.

Features and functionality of TCE include, but are not limited to:

- Electronically receive inspection, testing and maintenance reports for all life-safety systems within jurisdiction; - *Daily*
- Ensure only licensed contractors and inspectors are inspecting and servicing your constituents; - *Daily*
- Manage all life-safety system testing reports from one simple web-based **dashboard**; - *Daily*
- Geocoded mapping of all premises within the AHJ labeled as deficient or compliant
- Customized AHJ portal within TCE - *Continuous*
- Email fire and life safety system impairment notification – You will receive an email for any reported system impairment within the jurisdiction; - *As needed*
- Continuous system premise profile update – tracked and updated by contractor of record; and,
- Complete record of all contractors working within your jurisdiction. – *Daily updates*

## Exhibit B

**Notification Services:** Brycer will process, print, and mail first class all property notifications without any administrative requirement by your department, on approved City of Austin letterhead. Email notifications will be sent if contact information is available. Records of all notifications will be stored in TCE viewable, sortable & printable by members of your team and the contractor of record.

*Notifications include:*

Renewal notification – Sent to the property for EACH life-safety system due for service by a licensed contractor. Contractor of record will have access to a copy of this notice within TCE. – *Renewal will be processed 37 days prior to due date of test.*

Overdue notification – Sent to property for EACH life-safety system overdue for service, based on dates automatically tracked within the TCE database. Contractor of record will have access to a copy of this notice within TCE. - *Overdue notice sent 45 days after due date.*

Deficiency notification – With the click of the mouse by your team, a notification will be mailed to the property with the deficiencies automatically embedded into the notification logged by the licensed contractor and approved by the approved City of Austin user. Deficiencies can be added or removed based on the review by your team. Contractor of record will have access to a copy of this notice within TCE. – *Sent only when Austin clicks send notice on a report received that has deficiencies. Once clicked, BRYCER will process within 24 hrs.*

Past Due Calls – When a fire protection system becomes 61+ days past due, a Brycer team member will contact the property directly on behalf of the city of Austin to research the root cause of the delay, educate the property on the testing and submittal requirement and confirm contact inflation. We will also contact the contractor of record to perform the serviced of educating them on the past due. The goal is to drive 100% submittal and testing requirements for the city of Austin. All calls are logged and all notes are available to the City of Austin. *BRYCER will begin the call process when a system shows to be 61+ days past due for testing. BRYCER will continue contact attempts to the property and/or last contractor of record until system is brought into compliance or account turned back over to city of Austin after all efforts are exhausted.*



## Exhibit B

**Analytics Services:** Brycer and The Compliance Engine offer the City of Austin more than just an online inspection report application. There is significant power in the data that is collected and aggregated through the reports submitted for the entire premise profile. Brycer's compliance solution application converts data into information by aggregating the data into relevant and timely analytical reports. These reports will allow the fire department to make strategic decisions and ultimately increase the safety of all fire department personal, residents and visitors. – *Continuous, real-time.*

Sample analytical reports include:

- **Compliance analysis report** –The compliance analysis report will quickly identify all buildings that have deficiency reports submitted to TCE.
- **Past due premise report-** With the click of the mouse, the Austin TCE users can review all life-safety apparatuses that are past due for inspection & testing.
- **Premise profile report analysis-** The power to see the entire landscape of installed life-safety systems within the jurisdiction.
- **Contractor analysis report-** This report indicates what fire protection contractors and inspectors are servicing the businesses in your jurisdiction. You will have the ability to track every business that each firm and inspector has serviced quickly and easily.
- **Inspector license tracking report-** Are all the contractors working in jurisdiction properly licensed? Track and analyze this licensing information utilizing the power of TCE.
- **Custom report creation** – Because of the process used to match our premise data with your current operating systems, we have the ability to create customized reports within 24 hours to ensure you have all the risk management and fire prevention information it needs to best service the community

**Please Note:** All reports are exportable, printable, and can be emailed directly out of TCE by a secure verified user.

## Exhibit B

**Hosting & Security Service:** Brycer understands that the confidentiality, integrity, and availability of the City of Austin's information are vital to your business operations and the success of our partnership. We use a multi-layered approach to protect all information, constantly monitoring and improving our application, systems, and processes to meet the growing demands and challenges of security. – *Continuous*.

With zero hardware or software to purchase, Brycer will provide full hosting services for all data submitted by fire protection contractors. Hosting and security services include:

- Secure transmission and sessions (SSL encrypted)
- Network protection (firewalls, 3<sup>rd</sup> party verification, hacker prevention, verification)
- Password protected entry
- Disaster recovery (multiple backups)
- Internal and 3<sup>rd</sup> party testing and assessments
- Security monitoring
- Secure data centers (our service is collocated in dedicated spaces at top-tier data centers)
- Unlimited mobile access from any internet connected device
- Continuous, real-time, automatic data backup

**Contractor Support:** In partnership with the City of Austin, Brycer utilizes the following methods to encourage the required contractor participation and compliance.

- Email and mail announcement of Austin's requirement of submission via TCE to ITM contractors registered with the state and working within your jurisdiction. This list has been developed by Brycer and is proprietary to our organization – *Initial and as needed*.
- Utilize our alert function to notify current ITMs registered in TCE of Austin's adoption of TCE. – *Initial launch*
- Host a webinar for contractors in jurisdiction utilizing the Fire Marshal and Brycer support team to demo the application, educate and answer all questions. – *During launch phase, prior to "go-live"*
- Host a Town-hall for contractors in jurisdiction utilizing the Fire Marshal and Brycer support team to demo the application, educate and answer all questions – *During launch phase, prior to "go-live"*
- Leverage local and national trade show such as the IFIA, IFC, AFAA, NFSA, NFPA, etc. to access and educate ITMs on the benefits of participating and complying. – *Continuous*.
- Dedicated contractor liaison focused on meeting with ITMs on a one-on-one basis to solicit and listen to their thoughts on how to improve the application to ensure a win-win for ITM and Austin. To date, our success with ITMs complying with report submission has been 99.98%. – *Continuous*.
- Work with Austin in forwarding all paper based reports to our attention. When this occurs, Brycer's customer service team will contact the ITM and offer them the professional courtesy reminder that the report must be submitted through TCE. Brycer's communication with ITMs is effective 90% of the time, and the other 10% we enlist our partner in Austin to make a phone call. – *As needed*.
- Educating the ITMs via our expansive social media presence. We will notify ITMs in this fashion the day we go live with our customers. The social media networks of Facebook, LinkedIn and Twitter are leveraged.

### 3. Responsibilities

**Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with the Solution: – *Continuous*.

- **Availability.** TCE shall be available 24 hours per day on each business day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by users at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide AHJ with advance notice of any unscheduled downtime.
- **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Austin and access the Solution.
- **Data Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by City of Austin or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to jurisdiction a complete and secure (i.e. encrypted and appropriately authenticated) download file of all jurisdiction data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of jurisdiction data. Brycer shall not (a) modify jurisdiction data or (b) disclose jurisdiction data except as required by law.
- **Retention of Information.** Brycer will maintain live all information entered into the database by third party inspectors for at least five (5) years from the time such information is entered into the database. All data older than five (5) years will be archived and available within 24 hours of request by the client.
- **Notices.** Brycer will be responsible for administering, generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; (c) notices of completed inspection reports which contain one or more deficiencies; and (d) certificates of good working order.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly notify and provide such updates or corrections to client.

## Exhibit B

**City of Austin Responsibilities:** During the Term, client shall be responsible for the following in connection with AHJ's use of the Solution: - *Continuous*.

- ***Operating System.*** The client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the jurisdiction's equipment (the "AHJ Access Software") and for the installation of network connections to the Internet. In addition to any other client Access Software requirements, client must use version Internet Explorer 11, Firefox version 45, Chrome 50 or Safari 7 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training.*** Client shall allow Brycer at jurisdictions facilities to train all applicable personnel on the use of the Solution.
- ***Information.*** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within **City of Austin's FD jurisdiction** for Brycer's initial upload; and (b) ongoing updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement.*** Client shall take all actions necessary to require in writing (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- ***Reports.*** will require all compliant and deficient test results to be submitted through The Compliance Engine, by third party contractors.
- ***Contact.*** The Fire Department shall assign a TCE champion to coordinate communication in partnership with Brycer.

# THE COMPLIANCE ENGINE IMPLEMENTATION PLAN



POWERED BY **BRYCER**

*Austin Fire Department*

## ***TABLE OF CONTENTS***

Implementation Task List .....	2
Notification Templates.....	3
Renewal Notification Template .....	4
Manual Date Renewal Notification Template.....	5
Manual Date Overdue Notification Template.....	6
Overdue Notification Template.....	7
Deficiency Notification Template.....	8
AHJ Sample Requirement Letter to Fire Protection Contractors.....	9
AHJ Sample Requirement Letter to Fire Protection Contractors.....	10
The Compliance Engine Premises Upload Version 3.0 .....	11
Upload File Layout .....	11
Upload File Layout .....	12

# Implementation Task List

The following is the list of tasks needed to be completed in order to complete the implementation. By completing these in a timely manner will allow for the simplest and smoothest transition into the system.

Task	Completed Date		Account	Status
Create Account in TCE	July	✓	Austin Fire Department	Not Started
Add AHJ TCE ID to SFDC	July	✓	Austin Fire Department	Not Started
Schedule Data Extraction	July	✓	Austin Fire Department	Not Started
Send AHJ Press Release	July	✓	Austin Fire Department	Not Started
Get Logo from AHJ and load into TCE	July	✓	Austin Fire Department	Not Started
Digital Signature from AHJ and load into TCE	July	✓	Austin Fire Department	Not Started
Load Data	July	✓	Austin Fire Department	Not Started
Publish mandate language (ordinance & resolution)	July	✓	Austin Fire Department	Not Started
Load Fire Code in SFDC	July	✓	Austin Fire Department	Not Started
Complete Notice Templates	July	✓	Austin Fire Department	Not Started
Send ITM announcement	Aug	✓	Austin Fire Department	Not Started
Obtain Top ITM's	July	✓	Austin Fire Department	Not Started
Cal Top ITM's	Aug/Sept	✓	Austin Fire Department	Not Started
Complete AHJ Setup	Sep	✓	Austin Fire Department	Not Started
Conduct Training	Aug/Sept	✓	Austin Fire Department	Not Started
Town-Hall With Contractors	Aug/Sept	✓	Austin Fire Department	Not Started
Go-Live	10/1/2017	✓	Austin Fire Department	Not Started

## Notification Templates

Next 6 Pages are the notification templates.

Please note that bold texts are auto populated fields from our system. Whatever information you add to these areas will be added into our system and will be used on all templates including those field types.

These templates have been created with common language that most Jurisdictions utilize without change. Should you see the need to change certain language to fit within your jurisdictions guidelines please add the changes and submit back for final modification into our system.

If you feel these are good the way they have been created, please let us know and these will be loaded as your default templates in our system for notifications. At any time, you see the need for changes please contact our office and we will work with you to get the changes completed and reset all notifications so they reflect any needed adjustments



## Renewal Notification Template

Austin Fire Department  
620 W Division St  
Second Floor  
Austin, TX 76010

# NOTICE



Month/Day/Year

Premises Location  
Address  
City, State Zip Code

Dear Building Occupant/Owner,

In accordance with local Fire code \_\_\_\_\_ our records indicate the **system type** located at your property, **property address** is due for inspection by a licensed company.

Per state and local regulations, **system type** must be tested within the month of your renewal date which is **Month/Day/Year**.

For your convenience, the name and contact information of your last inspection company of record, if available, is listed below. A licensed individual from a licensed company is required by law to inspect and test your **system type**.

**Inspection Company**

ABCITM

**Phone #**

###.###.####

**Email**

info@abcitm.com

**It is the responsibility and requirement of the inspection company testing your apparatus to submit all test reports to us via the web at [www.thecomplianceengine.com](http://www.thecomplianceengine.com).** All questions concerning the above requirements should be directed to the **AHJ Name**.

Sincerely Yours in Life & Fire Safety;

*Digital Signature*

Rob Vires  
Fire Marshal  
**Austin Fire Department**  
P. (512) 974-0130  
E. rob.vires@austintexas.gov

NID ### IRN #####

## Manual Date Renewal Notification Template

Austin Fire Department  
620 W Division St  
Second Floor  
Austin, TX 76010

**NOTICE**



Month/Day/Year

Premises Location  
Address  
City, State Zip Code

Dear Building Occupant/Owner:

In accordance with local fire code \_\_\_\_\_ our records indicate the **system type** located at your property, **property address** is due for inspection by a licensed company.

The system must be tested per state and local regulations. We have not received this report; please have your service contractor forward immediately.

A licensed company is required by law to inspect and test your **system type**. **It is the responsibility and requirement of the inspection company testing your apparatus to submit all test reports to us via the web at [www.thecomplianceengine.com](http://www.thecomplianceengine.com).**

All questions concerning the above requirements should be directed to the **AHJ Name**.

Sincerely Yours in Life & Fire Safety;

*Digital Signature*

Rob Vires  
Fire Marshal  
**Austin Fire Department**  
P. (512) 974-0130  
E. [rob.vires@austintexas.gov](mailto:rob.vires@austintexas.gov)

NID ### IRN #####

## Manual Date Overdue Notification Template

Austin Fire Department  
620 W Division St  
Second Floor  
Austin, TX 76010

**NOTICE**



Month/Day/Year

**\*\*\*PAST DUE\*\*\***

Premises Location  
Address  
City, State Zip Code

Dear Building Occupant/Owner:

Our records indicate the **system type** located at your property, **property address** is PAST DUE for inspection by a licensed company. In order to avoid penalties, as provided by law for such violations, you must take immediate action.

Actions Required:

1. Have your **system type** inspected, tested and maintained by a licensed company and,
2. Have your inspection company submit the test results to the us at [www.thecomplianceengine.com](http://www.thecomplianceengine.com)

**If this inspection has been completed you must notify your inspection company that they are required to submit on your behalf a copy of this report via the web at [www.thecomplianceengine.com](http://www.thecomplianceengine.com).**

All questions concerning the above requirements should be directed to the **AHJ Name**

Sincerely Yours in Life & Fire Safety;

*Digital Signature*

Rob Vires  
Fire Marshal  
**Austin Fire Department**  
P. (512) 974-0130  
E. [rob.vires@austintexas.gov](mailto:rob.vires@austintexas.gov)

NID ### IRN #####

## Overdue Notification Template

Austin Fire Department  
620 W Division St  
Second Floor  
Austin, TX 76010

# NOTICE



Month/Day/Year

\*\*\*PAST DUE\*\*\*

Premises Location  
Address  
City, State Zip Code

Dear Building Occupant/Owner,

Our records indicate the **system type** located at your property, **property address** is PAST DUE for inspection by a licensed company. In order to avoid penalties, as provided by law for such violations, you must take immediate action.

Actions Required:

1. Have your **system type** inspected, tested and maintained by a licensed company and,
2. Have your inspection company submit the test results to the us at [www.thecomplianceengine.com](http://www.thecomplianceengine.com)

The **system type** was due to be tested on or before **Month/Day/Year** per State and local regulations.

For your convenience, the name and contact information of your last inspection company of record, if available, is listed below. A licensed individual from a licensed company is required by law to inspect and test your **system type**.

**Inspection Company**

ABCITM

**Phone #**

###.###.####

**Email**

info@abcitm.com

**If this inspection has been completed you must notify your testing company that a copy of this report must be submitted to us via the web at [www.thecomplianceengine.com](http://www.thecomplianceengine.com).** All questions concerning the above requirements should be directed to the **AHJ Name**.

Sincerely Yours in Life & Fire Safety;

*Digital Signature*

Rob Vires  
Fire Marshal  
**Austin Fire Department**  
P. (512) 974-0130  
E. rob.vires@austintexas.gov

NID ### IRN #####

## Deficiency Notification Template

Austin Fire Department  
620 W Division St  
Second Floor  
Austin, TX 76010

**NOTICE**



Month/Day/Year

Premises Location  
Address  
City, State Zip Code

***SUBJ: Deficiency with regards to fire prevention and life safety code \_\_\_\_\_***

A recent inspection of your **system type**, at **property address** on **month/date/year** by **ITM Company** revealed the violations listed below.

This is an **ORDER TO COMPLY**. Your failure to comply with this notice before re-inspection on **(30 days from date of letter)** may make you liable for the penalties provided for by law for such violation(s) under the city's Building and Fire Codes.

Deficiency found during ITM service: Deficiency Description  
Deficiency found during ITM service: Deficiency Description  
Deficiency found during ITM service: Deficiency Description  
Deficiency found during ITM service: Deficiency Description

If you have corrected all deficiencies, please have your inspection contractor provide documentation of the repair at [www.thecomplianceengine.com](http://www.thecomplianceengine.com).

Sincerely Yours in Life & Fire Safety;

*Digital Signature*

Rob Vires  
Fire Marshal  
**Austin Fire Department**  
P. (512) 974-0130  
E. rob.vires@austintexas.gov

NID ### IRN #####

## AHJ Sample Requirement Letter to Fire Protection Contractors

Austin Fire Department  
620 W Division St  
Second Floor  
Austin, TX 76010

Dear Contractor,

The AHJ Name has instituted a new process for Contractors who inspect and test fire protection systems. Effective **Go Live Date** all compliant & non-compliant fire protection systems test reports are required to be sent to the AHJ Name electronically by your respective organization via The Compliance Engine's online system at [www.thecomplianceengine.com](http://www.thecomplianceengine.com).

The **AHJ Name** is dedicated to delivering 100% compliance with our adopted Fire Code. This web based service will aggregate, track and streamline the collection of compliance data of our jurisdiction's systems. Property owners will receive timely proactive notifications of their testing requirements, and the AHJ Name will gain the ability to better mitigate the risk in our community by improving public safety to our citizens.

All Contractors who inspect or test fire protection systems within the **AHJ Name's** jurisdiction are required to register and submit all test, inspection and service reports via The Compliance Engine. All reports must be submitted in accordance with the testing schedule and requirements outlined in our adopted fire code.

Benefits to you:

- Increases market opportunity and demand for your fire protection services
- Ensures all reports arrive, affording you the ability to track our department's follow up
- Enhances maintenance revenue and timeliness of deficiency corrections
- Improves customer retention with renewal notifications identifying you as company of record
- Minimizes non licensed contractors from working in your market

This proven process requires the Contractor pay a nominal filing fee at the time of submittal. There is no fee to register your company with The Compliance Engine. Once registered, pricing is viewable under AHJ Name icon in The Compliance Engine. If you are a licensed fire protection system contractor and are not currently registered with Brycer, please do so at [www.thecomplianceengine.com](http://www.thecomplianceengine.com).

We look forward to partnering with you to better protect and serve our community. We are confident this will benefit us ALL.

Sincerely,

*Digital Signature*

Rob Vires  
Fire Marshal  
**Austin Fire Department**  
P. (512) 974-0130  
E. [rob.vires@austintexas.gov](mailto:rob.vires@austintexas.gov)

## AHJ Sample Requirement Letter to Fire Protection Contractors

### Keys to Getting Started:

- Register at [www.thecompliancengine.com](http://www.thecompliancengine.com)
- Sign up for training
- Complete account set up by entering all inspectors, inspector licenses, and company licenses
- Add Users and company logo for brand awareness

### Key Processes to Know:

- Select correct template for each report submitted: Fire Alarm, Sprinkler, Kitchen Hood, etc.
- Enter all test reports and type out deficiencies
- Attach pdf version of inspection report when using short form (fire protection systems only)
- Ensure all reports entered are submitted for payment
- Update deficiency tracking to inform AHJ that violations have been corrected
- Check notifications icon to track sent out by AHJ
- Open inspection reports are saved reports not yet submitted to AHJ, if not submitting these to AHJ delete
- Submit a new premises when necessary (if you cannot locate the premises in the existing database)
- View your transaction list to confirm correct payment
- Create new users when necessary
- Update credit card information

### Systems Tracked:

(customize per AHJ)

- Automatic Fire Sprinkler System
- Fire Alarm System
- Commercial Kitchen Hood Suppression System (Testing and Cleaning)
- Standpipe
- Active Smoke Control System
- Fire Pump
- Spray Booth
- Special Suppression System
- Fire Escape

## The Compliance Engine Premises Upload Version 3.0

The Compliance Engine provides for the ability to upload Premises into the system. The Premises Upload function allows for new Premises to be created and existing Premises to be updated utilizing a unique Premises ID (sometimes referred to a reference number).

When a Premises record is encountered in the upload file, the system first checks to see if a Premises already exists for the specified Premises ID. If the Premises ID exists, the current Premises record in The Compliance Engine is updated with the new information. Existing contacts are replaced with the contacts included in the upload file.

If the Premises ID does not already exist, a new Premises record is created with the associated contacts from the upload file.

### Upload File Layout

The upload file must be in a comma separated value file format, or .csv. A comma separated value file is a plain text file consisting of one record per line with each field delimited by a comma. Fields that contain non-numeric data (e.g., strings) should be encapsulated in quotes.

The first row of the upload file may include a comma delimited list of field names. While this is not required, it makes mapping easier within The Compliance Engine. Fields may appear in any order.

"Reference Number", "Building Number", "Record Type", "Premises Name", "Premises Address Line 1", "Premises Address Line 2", "Premises City", "Premises State", "Premises Postal Code", "System Type", "Contact First Name", "Contact Last Name", "Contact Organization", "Contact Address Line 1", "Contact Address Line 2", "Contact City", "Contact State", "Contact Postal Code", "Contact Phone Number", "Contact Fax Number", "Contact Email"

The following table is used to describe the row of data to represent each Premises. The same Premises row may be included multiple times to represent the Building Owner and Responsible Party contacts (see examples).

Field	Type	Required/Optional	Description
Reference Number	String	Required	Unique identifier for a Premises address.
Building Number	String	Optional	Identifier of a Premises to be used as the parent Premises.
Record Type	String	Required	Indicator of the type of record. (see record type chart below)
Premises Name	String	Required	Name of the Premises. Use "VACANT" for addresses without a current occupant.
Premises Address Line 1	String	Required	Complete physical address of the Premises.
Premises Address Line 2	String	Optional	Secondary address information (e.g., Suite, Floor, etc.)
Premises City	String	Required	City name of the Premises.
Premises State	String [2]	Required	Two character ISO 3166-2 state code.
Premises Postal Code	String [10]	Required	Postal/Zip Code for Premises address.
System Type	String	If Available	System Type "Fire Alarm"



## Upload File Layout

Field	Type	Required/Optional	Description
<b>Premises City</b>	String	Required	City name of the Premises.
<b>Premises State</b>	String [2]	Required	Two character ISO 3166-2 state code.
<b>Premises Postal Code</b>	String [10]	Required	Postal/Zip Code for Premises address.
<b>System Type</b>	String	If Available	System Type “Fire Alarm”
<b>Contact Last Name</b>	String	Conditional (see record type chart below)	Last name of contact person.
<b>Contact First Name</b>	String	Conditional (see record type chart below)	First name of contact person.
<b>Contact Organization Name</b>	String	Conditional (see record type chart below)	Name of organization for contact person.
<b>Contact Address Line 1</b>	String	Conditional (see record type chart below)	Address of contact person/organization.
<b>Contact Address Line 2</b>	String	Conditional (see record type chart below)	Secondary address information of contact person/organization.
<b>Contact City</b>	String	Conditional (see record type chart below)	City of contact person/organization.
<b>Contact State</b>	String	Conditional (see record type chart below)	State of contact person/organization.
<b>Contact Postal Code</b>	String	Conditional (see record type chart below)	Postal/Zip Code of contact person/organization.
<b>Contact Phone Number<sup>1</sup></b>	String	Optional	Telephone number of contact person.
<b>Contact Fax Number<sup>1</sup></b>	String	Optional	Fax number of contact person
<b>Contact Email Address</b>	String	Optional	E-mail address of contact person.

<sup>1</sup>Phone numbers should be in the format of AAAPPPNNNNXXXX, where AAA is the area code, PPP is the prefix, NNNN is the number and XXXX is the extension. The Compliance Engine will attempt to format the telephone number by removing any punctuation from the string.

Use the following table to determine the record type to be assigned to each

Record Type	Description
OCC	Premises address for the current occupant
OWNER	Property owner contact (can only be one)
RESP	Responsible party (can only be one)

# **TCE Security & Architecture**

## **1) Service levels:**

- a. The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime. Our customer service hours are 24/7/365.

## **2) Data ownership:**

- a. The AHJ owns all the data provided by Client and received from third party contractors for Client.

## **3) Data security:**

- a. Brycer shall maintain industry standard administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.
- b. **Data and Application Security:** Password protected entry, enterprise-class firewalls, hacker prevention, security monitoring, and internal and 3rd party verification, testing and assessments.

**TLS Encrypted:** Secure transmission and sessions with state of the art Transport Layer Security, currently version TLS 1.2 with SHA-256 encryption.

**PCI Compliant:** Brycer partners with the largest credit card processing firm in the country. Brycer does not store credit card information on our servers or within TCE.

**Database Security:** Network isolation is employed to ensure secured access to our databases. Our installation is protected by a firewall which only allows approved HTTP and HTTPS traffic and an additional database firewall is employed that ensures all connections to the database are only allowed from within the network. Additionally, all connections to the database server are encrypted in-transit via SSL.

## **4) Data integrity:**

- a. The data integrity starts with the implementation, where we cleanse the data and obtain your approval to load into the application. The proper officials within the Client have the authority to edit all the data as well as BRYCER. All edits and transactions are date and time stamped by user. We have also implemented the data security functionalities listed above which protect the integrity of your data.

**5) Location of data centers:**

- a. All of the Clients data will be located in the USA at two enterprise-class data centers with one in the Northwest and the other in the Southeast. The physical address of the data centers is not available for security purposes.

**6) Responding to legal demands to disclose data:**

- a. Brycer will not disclose any information that you provide to third parties unless such disclosure is required by law. With respect to the information submitted to Brycer regarding fire prevention & life safety apparatus, Inspection Report, or general information related to the subject premises (the "Premises"), Brycer will not respond to any FOIA request (Brycer is not an agent of the AHJ).

**7) Reporting: What is your protocol for data breaches?**

- a. Discover Breach
- b. Investigate and remediate
- c. Assemble Internal Response Team
- d. Contact Law Enforcement if applicable
- e. Employ forensics and legal team
- f. Begin Notification Process
- g. Make public announcement, launch website for breach
- h. Mail/Email Notifications
- i. Respond to Inquires
- j. Resume business

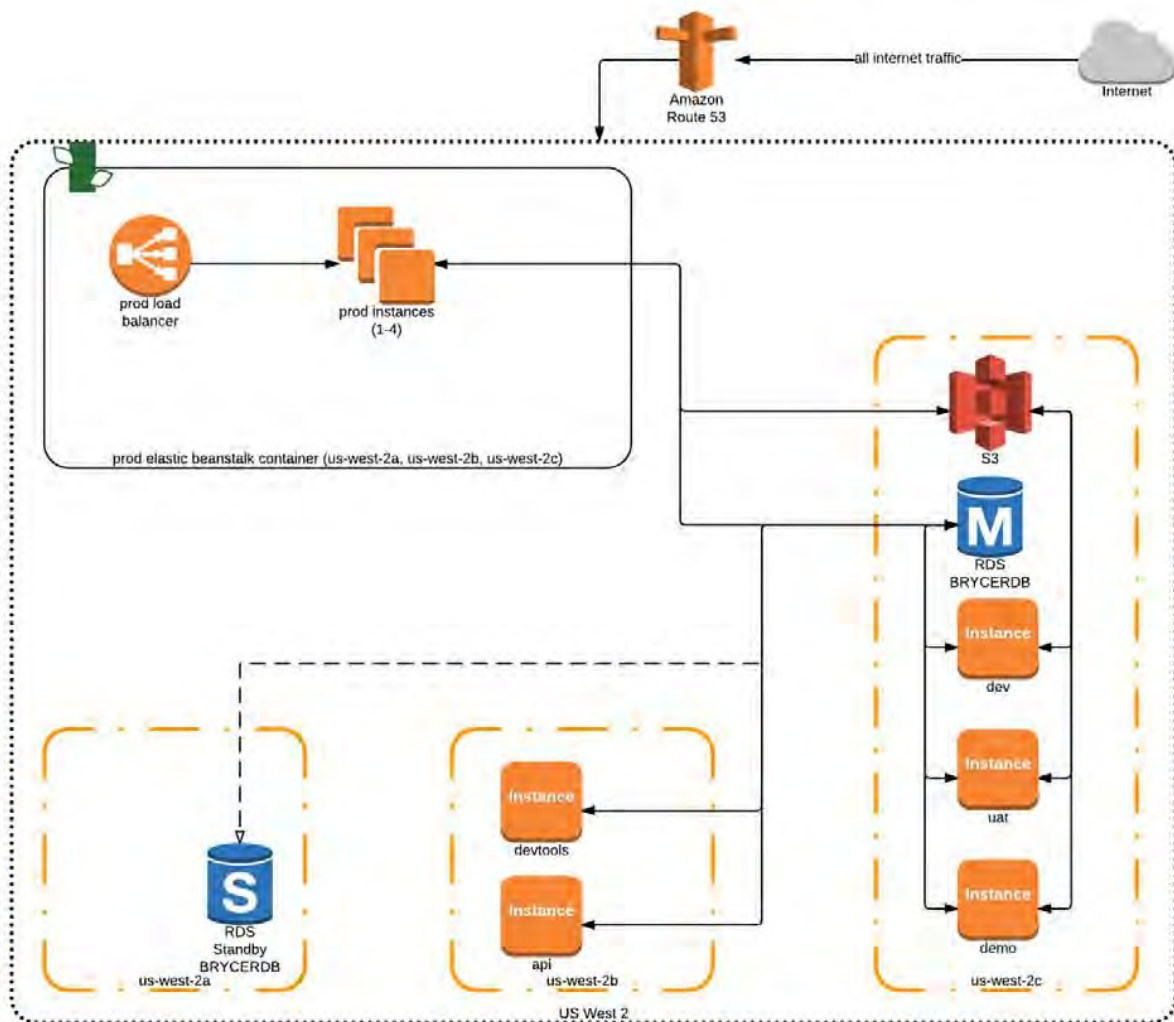
**8) Disaster recovery: What protections/protocols do you have in place to mitigate disasters?**

- a. Continuous, real-time, automatic data backups occurring within and across our multiple, geographically dispersed, enterprise-class datacenters. Four application instances running concurrently, containing 14 days of automatic backups with intraday restore points. Additionally, Client can maintain a copy of their own data by requesting an XML formatted download, including all schema and transformation definitions with attachments in their native format.

## 9) Business continuity:

- a. Upon the Client's click of a button, BRYCER will make available for download via our FTP site all of your data in a complete and secure (i.e. encrypted and appropriately authenticated) download file. This data will be delivered in an XML format, including all schema and transformation definitions with attachments in their native format. The Client will have 60 days from the termination date to export the data. BRYCER will provide email and phone assistance if needed in the transferring of the Client's data.

## 10) Architecture



**Availability**

The Compliance Engine is architected to be continuously available in accordance with prescribed Service Level Agreements. Resources are dispersed throughout the United States provide consistent accessibility and resources can be provisioned automatically, without human intervention, for recovery or to scale capacity as user demand increases or subsides.

**Capacity**

The Compliance Engine is designed for optimal growth using best in class standards for cloud-based software as a service. The infrastructure constantly monitors various health statistics (number of users, response time, network utilization, etc.) and automatically the number of resources that are available to respond to users' requests. This methodology allows The Compliance Engine to scale capacity as needed to provide additional resources quickly without any modifications to the application or the underlying architecture.

**Application Life Cycle Management**

The Compliance Engine develop follows industry standard agile development methodologies and application life cycle management. Changes to The Compliance Engine are managed through a rigorous process which allows for independent development and quality assurance testing via unit, integration, and regression testing. All modifications are thoroughly tested prior to deployment to the production environment. The development and quality assurance environments are managed via continuous integration to ensure that all enhancements or modifications to The Compliance Engine are consistent across environments.

**Backup and Recovery**

The Compliance Engine databases are backed up once every twenty-four (24) hours with intraday restore points every five minutes. These backups are retained for 14 days. The Compliance Engine server images are generated periodically and maintained separately to ensure that development, support, testing, and build functionality can be recovered in the event of primary development server failure.

EXHIBIT F  
**Contractor's Supplemental Terms and Conditions**

1. Restrictions on Use. The City shall not copy, distribute, create derivative works of or modify the Solution in any way. the City agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of the City; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; and (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution. The City is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. Proprietary Rights. All right, title and interest in and to the Solution and any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Contractor. The City shall not remove any product identification or notices of such proprietary rights from the Solution. The City acknowledges and agrees that, except for the limited use rights established hereunder, the City has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. Use of Logos. During the term of this Agreement, Contractor shall have the right to use the City's logos for the purpose of providing the Solution to the City. Contractor may not, without prior written consent of the City, use the City's logos or seals for any other purpose, including but not limited to promotional services or commercial services not directly related to the provision of services under this Agreement.
4. Contractor Warranty. Contractor represents and warrants to the City that Contractor has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Contractor is duly authorized to enter into this Agreement and provide the Solution to the City pursuant to this Agreement.
5. Disclaimer. All information entered into Contractor's database is produced by third party inspectors and their agents. THEREFORE, CONTRACTOR SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO CONTRACTOR'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 4 OF THESE SUPPLEMENTAL TERMS AND CONDITIONS AND SECTION 6.2 OF THE CONTRACT, CONTRACTOR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 4, AND CLIENT'S SOLE REMEDY, SHALL BE THAT CONTRACTOR SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY. NOTHING IN THIS DISCLAIMER MODIFIES OR REDUCES: (1) CONTRACTOR'S OTHER WARRANTIES AS SET OUT IN SECTION 6.2 OF THE CONTRACT; (2) CONTRACTOR'S OBLIGATIONS TO PERFORM AT THE LEVEL AND ACCORDING TO THE METRICS SPECIFIED IN EITHER THE CONTRACT, THE SCOPE OF SERVICES, OR BOTH; (3) CONTRACTOR'S OBLIGATION TO PROVIDE THE FULL SCOPE OF SERVICES SPECIFIED IN EITHER THE CONTRACT, THE SCOPE OF SERVICES, OR BOTH; OR (4) THE CITY'S REMEDIES FOR CONTRACTOR'S FAILURE TO EITHER FULFILL THE WARRANTIES CONTAINED IN SECTION 6.2 OF THE CONTRACT, PERFORM AT THE CONTRACTUALLY SPECIFIED LEVEL AND METRICS, OR PROVIDE THE FULL SCOPE OF SERVICES AS REQUIRED UNDER THE CONTRACT.
6. LIMITATION ON DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 4, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME.
7. Risks Inherent to Internet. The City acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Contractor, and (d) Contractor does not own, operate or manage the Internet. the City also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. The City assumes these risks knowingly and voluntarily. Not in limitation of the foregoing, the City hereby assumes the risk, and Contractor shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Contractor or its authorized representatives, employees, contractors, or consultants; (2) any version of the Solution other than the then-current unmodified version provided to the City; (3) the City's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Contractor's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Contractor products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under the City's exclusive control.



# City of Austin FSD Purchasing Office

## Certificate of Exemption

DATE: 01/25/2017

DEPT: Austin Fire Department

TO: Purchasing Officer or Designee

FROM:

BUYER:

PHONE: (512) 974-4110

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☒ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☐ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

- equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- ☐ services performed by blind or severely disabled persons
- ☐ goods purchased by a municipality for subsequent retail sale by the municipality
- ☐ electricity
- ☐ advertising, other than legal notices
- ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

The Compliance Engine (TCE), is a web-based service that manages the testing, maintenance, and repair reports required for all fire safety systems within a municipality. This specialized company will provide a streamlined database which sorts uniformed fire safety system reports as compliant or deficient. TCE will only need to communicate with a small pool of third-party inspection companies to obtain inspection reports and not thousands of property owners/management companies as we currently operate today. The Compliance Engine will track the fire system impairments, once an impairment report is submitted by the service provider to TCE, the property is immediately triggered as non-compliant. AFD inspectors will have access to this information in real-time and assess the situation accordingly.



4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

TCE is partnered with the International Association of Western Fire Chiefs, provides 100% compliance with municipal adopted codes, National Fire Protection Association Codes and International Code Council. The AFD Prevention Staff contacted various cities currently using TCE in order to gather implementation information. Two of the cities contacted include Los Angeles, California and Eugene-Springfield, Oregon. Los Angeles, California has over 65,000 systems and a population of 3.8 million. Once partnered with TCE, the Los Angeles Fire Department attained 60% compliance within the first year of implementation. Over the past 3 years of implementation, The Eugene-Springfield Fire Marshal's Office has maintained over 85% system compliance each year. Both cities are very satisfied with the overall usage, customer service and results TCE has provided to their cities. TCE provides customer service 24/7/365, returns phone calls within 2 hours and is dedicated to providing first-class customer service. The Compliance Engine does not require an initial investment for usage of their services.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Bunker, LLC which will cost approximately \$ 1,389,984 (Provide estimate and/or breakdown of cost).

Recommended  
Certification

Originator

Date

Approved  
Certification

Department Director or designee

Date

Assistant City Manager / General Manager Date  
or designee (if applicable)

Purchasing Review  
(if applicable)

Buyer

Date

Manager Initials

Exemption Authorized  
(if applicable)

Purchasing Officer or designee

Date

02/26/2013

## GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	Erin D'Vincent	<b>PM Name/Phone</b>	Jennifer Heatly
<b>Sponsor/User Dept.</b>	AFD	<b>Sponsor Name/Phone</b>	974-4110
<b>Solicitation No</b>	N/A	<b>Project Name</b>	Compliance Engine
<b>Contract Amount</b>	\$1,400,000	<b>Ad Date (if applicable)</b>	N/A
<b>Procurement Type</b>			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
<b>Provide Project Description**</b>			
The contract will provide the Austin Fire Department (AFD) with a web-based service called The Compliance Engine (TCE) that manages the testing, maintenance, and repair reports required for all fire safety systems within our municipality. Contractor will provide a streamlined database which sorts uniformed fire safety system reports as compliant or deficient.			
<b>Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.</b>			
First contract of its type			
<b>List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)</b>			
92022 - 100%			
Erin D'Vincent		3/13/2017	
<b>Buyer Confirmation</b>		<b>Date</b>	

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

<b>FOR SMBR USE ONLY</b>			
<b>Date Received</b>	3/13/2017	<b>Date Assigned to BDC</b>	3/13/2017
<b>In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	

## GOAL DETERMINATION REQUEST FORM

<input checked="" type="checkbox"/> Exempt from MBE/WBE Procurement Program	<input type="checkbox"/> No Goals
---	-----------------------------------

## GOAL DETERMINATION REQUEST FORM

### This determination is based upon the following:

- |  |  |
|--|--|
| <input type="checkbox"/> Insufficient availability of M/WBEs       | <input type="checkbox"/> No availability of M/WBEs               |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities         |
| <input type="checkbox"/> Sufficient availability of M/WBEs         | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source                               | <input checked="" type="checkbox"/> Other                        |

*If Other was selected, provide reasoning:*  
 Certificate of Exemption provided.

### MBE/WBE/DBE Availability

N/A

### Subcontracting Opportunities Identified

There are no subcontracting opportunities.

Laura Moreno

SMBR Staff



Signature/ Date

3/14/17

SMBR Director or Designee



Date

3/20/17

Returned to/ Date:

**Brycer Revenue Projections for Austin Fire Department**

		2017	2018	2019	2020	2021
<b>The Compliance Engine Months Live</b>		8	12	12	12	12
<b>COA Fire Safety Systems</b>		40000	41500	43000	44500	46000
<b>Total Potential Rev (\$20 per system)</b>		\$ 533,333	\$ 830,000	\$ 860,000	\$ 890,000	\$ 920,000
<b>Actual Revenue</b>	Low	\$ 144,000	\$ 332,000	\$ 559,000	\$ 712,000	\$ 736,000
	Medium	\$ 176,000	\$ 415,000	\$ 645,000	\$ 801,000	\$ 828,000
	High	\$ 213,333	\$ 539,500	\$ 688,000	\$ 845,500	\$ 874,000
<b>Austin Fire Department Net Revenue</b>						
	Low	\$ 63,389	\$ 146,146	\$ 246,072	\$ 313,422	\$ 323,987
	Medium	\$ 77,475	\$ 182,683	\$ 283,929	\$ 352,600	\$ 364,486
	High	\$ 93,909	\$ 237,488	\$ 302,858	\$ 372,189	\$ 384,735
<b>System Compliance Range</b>						
Yr 1	27%-40%					
Yr 2	40%-65%					
Yr 3	65%-80%					
Yr 4	80%-95%					
Yr 5	80%-95%					

**Brycer Quote**

Fees: Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution. Upon receipt of the Permit Fee, Brycer will retain \$10 + a processing fee of 5.98% for each permit fee processed, which may be amended from time to time upon agreement of Brycer and Client. Brycer will remit the remaining portion of the Permit Fee back to Client on a quarterly basis.