THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER 2017-017

A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH BRYCER, LLC. FOR THE COMPLIANCE ENGINE SERVICE.

DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk

1st Ward	TOM HAWLEY	GEORGE POULOS
2nd Ward	LETICIA VIEYRA	FRED BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	CANDACE CARR	ALECIA SLATTERY
5th Ward	JANICE OSTLING	KENNETH PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

RESOLUTION NO. <u>2017-017</u>

A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH BRYCER, LLC. FOR THE COMPLIANCE ENGINE SERVICE

Whereas, the City of Blue Island has the authority to contract and be contracted with pursuant to 65 ILCS 5/2-2-12;

Whereas, the city plans to enter into an agreement with Brycer, LLC ("Brycer") for the Compliance Engine service; and

Whereas, the appropriate city officials have considered and reviewed the agreement attached as Exhibit A and find the same to be in the best interests of the City;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The terms and conditions as shown in the Agreement attached as Exhibit A to this Resolution are hereby approved.

SECTION 2: AUTHORIZATION OF AGENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENT

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.
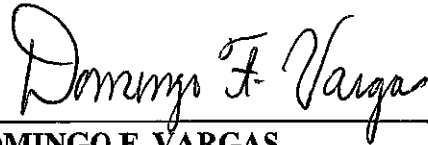
SECTION 3: EFFECTIVE DATE

This resolution shall be in full force and effect upon its passage and approval as required by law.

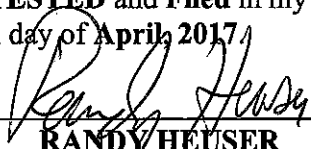**ADOPTED** this **25th** day of **April, 2017**, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley			X		
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita	X				
Alderman Donahue			X		
Alderman Carr	X				
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson			X		
Alderman Frausto			X		
Alderman Thompson			X		
Alderman Johanson	X				
Mayor Vargas					
TOTAL	9		5		

APPROVED by the Mayor on **April 25, 2017**.

DOMINGO F. VARGAS
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and **Filed** in my office this
25th day of **April, 2017**

RANDY HEUSER
CITY CLERK

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

December 14, 2016

Blue Island Fire Department
2450 W Vermont St
Blue Island, IL 60406

Attn: Fire Chief James Klinker

Re: **"The Compliance Engine"**

Dear: Chief Klinker

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, LLC ("Brycer") will provide you, Blue Island Fire Department("Client"), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

1.   **Term**:   Brycer will provide Client with the Solution for three years, commencing _____ (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three year period unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2.   **Fees**:   Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3.   **Brycer Responsibilities**:   During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:

- *Availability*. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- *Service Level*. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- *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 Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the

Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client 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 Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- *Retention of Information*. Brycer will maintain 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.
- *Notices*. Brycer will be responsible for 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; and (c) notices of completed inspection reports which contain one or more deficiencies.
- *Call Center* Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- *Updates and Enhancements*. In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4.   **Client Responsibilities**: During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- *Operating System*. 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 Client's equipment (the "Client 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 11.0, Edge, Firefox version 37, Chrome 40 or Safari 7.1 (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- *Training*. Client shall allow Brycer at Client's facilities to train all applicable personnel of Client 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 [jurisdiction] for Brycer's initial upload; and (b) quarterly 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*. Client will require all compliant and deficient test results to be submitted.

5.   **Ownership of Data**. Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

2232885/3/13399.000

Brycer, LLC

By: _____
Its: _____

Acknowledged and Agreed to this
25ᵗʰ day of _APRIL_ , 20 _17_ :

[CLIENT]

By: _Domingo F. Vargas_
Its: _MAYOR_

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement).

1. Restrictions on Use. Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (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. Client 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 Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.

3. Independent Contractor. Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.

4. Reservation of Rights. Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.

5. Use of Logos. During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.

6. Confidential Information. Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith. Notwithstanding the foregoing, the parties acknowledge that Client shall be permitted to comply with any all federal and state laws concerning disclosure.

7. Brycer Warranty. Brycer represents and warrants to Client that Brycer 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 Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.

8. Disclaimer. All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER 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. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER 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.**

9. **LIMITATION ON DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER 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. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER 'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**

10. Risks Inherent to Internet. Client 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 Brycer, and (d) Brycer does not own, operate or manage the Internet. Client 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. Client assumes these risks knowingly and voluntarily and indemnifies and holds Brycer harmless from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and

Brycer 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 Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client'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 Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. Indemnity. Each party (the "Indemnifying Party") will defend and indemnify the non-indemnifying party against any damages, losses, liabilities, causes of action, costs or expenses (including reasonable attorneys' fees) arising from the Indemnifying Party's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction

12. Breach. Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.

13. Illegal Payments. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.

14. Beneficiaries. There are no third party beneficiaries to the Agreement.

15. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.

16. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.

17. Assignment. The Agreement may not be assigned or transferred by Client without the prior written consent of Brycer and any purported transfer in violation of this section shall be null and void. The Agreement shall be binding upon and inure to the benefit of the parties thereto and their respective successors and representatives.

18. JURISDICTION AND VENUE. THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

19. Attorneys' Fees. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.

20. Entire Agreement. The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.

21. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

22. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Maintenance Schedule and Minimum Service Levels

1.   **Uptime and Maintenance**.

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.
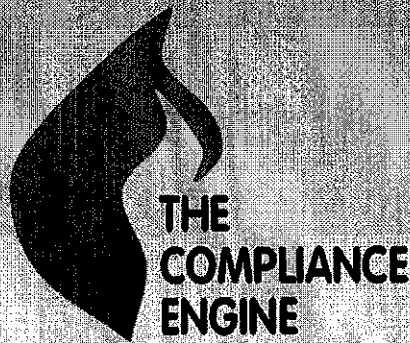
2.   **Response Time**.

Developer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3.   **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

THE COMPLIANCE ENGINE
IMPLEMENTATION PLAN

THE COMPLIANCE ENGINE

POWERED BY **BRYCER**

Blue Island Fire Department

TABLE OF CONTENTS

Implementation Task List

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

Task	Due Date	Completed
Logo	1/9/2017	☐
Signature	1/9/2017	☐
Data	2/6/2017	☐
Notices	1/9/2017	☐
ITM List	12/14/2016	☒
Training	2/27/2017	☐
Go Live	3/1/2017	☐

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 can utilize without much 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

Blue Island Fire Department
2450 W Vermont St
Blue Island, IL 60406

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	Phone #	Email
ABCITM	###.###.####	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. All questions concerning the above requirements should be directed to the **AHJ Name.**

Sincerely Yours in Life & Fire Safety;

Digital Signature

Joseph
Olson
Blue Island Fire Department
P. (708) 396-7070
E. jolson@cityofblueisland.org

NID ### IRN ####

Manual Date Renewal Notification Template

NOTICE

Blue Island Fire Department
2450 W Vermont St
Blue Island, IL 60406

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.**

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

Sincerely Yours in Life & Fire Safety;

Digital Signature

Joseph
Olson
Blue Island Fire Department
P. (708) 396-7070
E. jolson@cityofblueisland.org

NID ### IRN ####

Manual Date Overdue Notification Template

Blue Island Fire Department
2450 W Vermont St
Blue Island, IL 60406

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

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.

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

Sincerely Yours in Life & Fire Safety;

Digital Signature

Joseph
Olson
Blue Island Fire Department
P. (708) 396-7070
E. jolson@cityofblueisland.org

NID ### IRN ####

Overdue Notification Template

Blue Island Fire Department
2450 W Vermont St
Blue Island, IL 60406

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

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	Phone #	Email
ABCITM	###.###.####	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. All questions concerning the above requirements should be directed to the **AHJ Name**.

Sincerely Yours in Life & Fire Safety;

Digital Signature

Joseph
Olson
Blue Island Fire Department
P. (708) 396-7070
E. jolson@cityofblueisland.org

NID ### IRN ####

Deficiency Notification Template

Blue Island Fire Department
2450 W Vermont St
Blue Island, IL 60406

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.

Sincerely Yours in Life & Fire Safety;

Digital Signature

Joseph
Olson
Blue Island Fire Department
P. (708) 396-7070
E. jolson@cityofblueisland.org

NID ### IRN ####

AHJ Sample Requirement Letter to Fire Protection Contractors

Blue Island Fire Department
2450 W Vermont St
Blue Island, IL 60406

Dear Service Provider,

The AHJ Name has instituted a new process for service providers 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.

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 service providers 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 service provider 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.

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

Joseph
Olson
Blue Island Fire Department
P. (708) 396-7070
E. jolson@cityofblueisland.org

AHJ Sample Requirement Letter to Fire Protection Contractors

Keys to Getting Started:

- Register at www.thecomplianceeengine.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
- Private Hydrant System
- Fire Pump
- Spray Booth
- Emergency Generator
- Special Suppression System
- Fire Escape

TCE Tracks the Following Systems:

System Type
Automatic Fire Sprinkler System
Fire Alarm System
Commercial Kitchen Exhaust System (Hood Cleaning)
Commercial Kitchen Hood Suppression System
Standpipe
Active Smoke Control System
Fire Escape
Special Suppression System (e.g. Foam System)
Private Hydrant System
Fire Pump
Spray Booth
Emergency Generator
Elevator

Pricing Model for Fire Protection Contractors

BRYCER PRICING MODEL

THE COMPLIANCE ENGINE
POWERED BY BRYCER

System Type	Submittal Frequency	Pricing	Annual Total
Automatic Fire Sprinkler System (Dry, Wet, Preaction/Deluge, Foam can be combined)	Annual, Quarterly, Monthly	$12.00	$12.00
Fire Alarm System	Annual, Quarterly, Monthly	$12.00	$12.00
Commercial Hood Cleaning	Annual, Quarterly, Monthly	$12.00	$12.00
Commercial Kitchen Hood Suppression System	Semi-Annual	$12.00	$24.00
Standpipe	Annual	$12.00	$12.00
Active Smoke Control System	Annual	$12.00	$12.00
Private Hydrant System	Annual	$12.00	$12.00
Fire Pump	Annual, Quarterly, Monthly	$12.00	$12.00
Spray Booth	Annual	$12.00	$12.00
Emergency Generator	Annual	$12.00	$12.00
Special Suppression System	Semi-Annual	$12.00	$24.00
Fire Escape	Annual	$12.00	$12.00
Elevator	Annual	$12.00	$12.00
5 –Year Obstruction Sprinkler	5-Years	$12.00	$12.00

PRICING EXAMPLE:

Building with: main control panel, 500 smoke detectors, 400 heat detectors, 6 sub panels etc.

The ITM company will submit the complete results of their test to the AHJ for a total annual cost of $12.

Some ITM companies will perform quarterly or monthly tests on the fire alarm and submit 4 quarterly reports vs. 1 annual. Brycer will still charge only $12 for the submittal of the 4 reports. The charge will be incurred on the first submittal and again 12 months following the original submittal date (repeated annually thereafter).

This process insures that all ITM reports are tracked and all deficiencies are addressed without penalizing a building for having a higher level of compliance.

NOTE:

✦ We do *NOT* charge per floor, riser, or flow switch for sprinklers

✦ TCE Accepts the submittal of monthly, quarterly, semi-annually ITM reports within the same service year at *no additional charge*

✦ Kitchen systems follow NFPA standards of 100% testing which will be charged per system submission

✦ The first submission for a property will be charged (even if it is a quarterly or monthly, as the pricing is every 12 months and depends on the first report submitted)

The Compliance Engine Premises Upload Version 3.0

The Compliance Engine provides for the ability to upload Premisess into the system. The Premises Upload function allows for new Premisess to be created and existing Premisess 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
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"
Contact Last Name	String	Conditional (see record type chart below)	Last name of contact person.
Contact First Name	String	Conditional (see record type chart below)	First name of contact person.
Contact Organization Name	String	Conditional (see record type chart below)	Name of organization for contact person.
Contact Address Line 1	String	Conditional (see record type chart below)	Address of contact person/organization.
Contact Address Line 2	String	Conditional (see record type chart below)	Secondary address information of contact person/organization.
Contact City	String	Conditional (see record type chart below)	City of contact person/organization.
Contact State	String	Conditional (see record type chart below)	State of contact person/organization.
Contact Postal Code	String	Conditional (see record type chart below)	Postal/Zip Code of contact person/organization.
Contact Phone Number[1]	String	Optional	Telephone number of contact person.
Contact Fax Number[1]	String	Optional	Fax number of contact person
Contact Email Address	String	Optional	E-mail address of contact person.

[1]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 strong.

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)