

Fire Department
130 W. St. Paul Avenue
Waukesha, Wisconsin 53188-5172

Steve Howard, Fire Chief

fire@waukesha-wi.gov
(262) 524-3651

MEMORANDUM

TO: Fire Chief Steve Howard

FROM: Joseph Hoffman, Assistant Fire Chief *AH*

DATE: April 12, 2022

SUBJECT: Third Party Inspection Software RFP Recommendation for Award

On behalf of the Fire Prevention Bureau (FPB) and the Request for Proposal (RFP) work group (Joseph Hoffman, Brian Charlesworth, Harold McDonald, Thomas Koerner, Kerry Harris, Greg Vanness), I would like to recommend that the City of Waukesha enter into an agreement with **Life-Safety Inspection Vault (LIV)** to fulfill City Ordinance Chapter 21 of the Fire Prevention Code to provide fire/life safety inspections reports management system services for the City of Waukesha Fire Department. With your approval, we will proceed to submitting all materials to the City Attorney's Office for review. Once the legal review is complete, we will proceed to Common Council for their approval of the Contract through the Finance Committee. The documents that LIV submitted for our agreement are in attachments.

Project History- The RFP (attachment A) was developed by the FPB Staff and reviewed by the City of Waukesha Information Technology Department and the City Attorney's Office. The proposal was published on the City's Website and was directly sent to all vendors who expressed interest in providing a proposal (five companies). The RFP was posted for 30 days and ultimately produced 4 proposals submitted for review (LIV, Brycer, IROL, and Building Reports). The goal of all proposals was to develop a service that met the City's amended Municipal Code to require the use of a third-party reporting system for fire inspection information. The Service to be entered into will create more efficiency and accuracy by examining the available options for companies that can provide a third-party reporting service. As per the RFP, all four companies were invited for an in-person or virtual presentation and interview on their proposal. It was the intent of the Work Group to select a contractor as the City's third-party fire inspection reporting entity, who can provide a program to collect and report on the results of various fire inspections which are being conducted by independent inspection contractors for business/building owners who are required to report such information to the City's Fire Department. The selected contractor, through its reporting program, shall collect, organize, and transmit the inspections information to the Waukesha Fire Department in electronic form. Each proposal was evaluated by the Work Group to determine how the proposal met specific

Third Party Inspection Software Recommendation (cont)

April 12, 2022

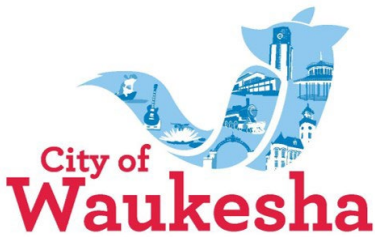
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criteria such as Responsiveness and Solution, Professional Competence, Proposal and Cost. At the Completion of the Interviews (attachment B), LIV and IROL were advanced to the final evaluation. Both companies provided access to their database(s) so that the work group could review the final interface for both the fire department and the contractor. Additionally, references were contacted for each vendor (both contractors and fire departments currently utilizing the products).

At the completion of all phases of evaluation, LIV was rated the highest by the work group (the review of their references and product interface re-affirmed the group's findings). The Fire Department contacted LIV and negotiated the cost for their services and was able to reduce the cost for their service to \$13 for most of the submissions, this was the lowest rate proposal received. LIV agreed to the re-negotiation and provided updated materials for the fire department to present to the Common Council, and for final execution of the contract (attachments C, D and E).

Attachments:

- Attachment A: REQUEST FOR PROPOSAL – THIRD PARTY FIRE INSPECTION REPORTING PROGRAM FOR THE CITY OF WAUKESHA FIRE DEPARTMENT
- Attachment B: Work Group's Evaluation from Proposal Interviews and Evaluation
- Attachment C: Life Safety Inspection Vault (LIV) Statement of Work
- Attachment D: Life Safety Inspection Vault (LIV) Master Service Agreement
- Attachment E: Life Safety Inspection Vault (LIV) Updated Price Proposal



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REQUEST FOR PROPOSAL – THIRD PARTY FIRE INSPECTION REPORTING PROGRAM FOR THE CITY OF WAUKESHA FIRE DEPARTMENT

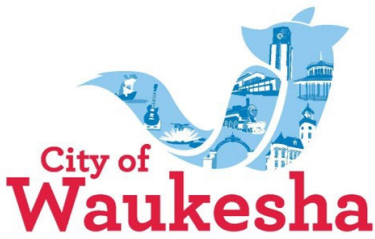
I. GENERAL

A. General Information

The City of Waukesha Fire Department (herein referred to as the “City”) is requesting proposals from qualified firms to provide fire/life safety inspections reports management system services for the City of Waukesha Fire Department. The City of Waukesha is seeking a three-year term for these services with the option for two additional one-year renewal terms. The City requests proposals for the services as described in the following documents by interested persons (hereinafter known as “Proposers”). All respondents are to complete as part of their submittal to the City a completed City of Waukesha Information Technology Technical Assessment Document, referenced in this document and found in Attachment A.

B. Background

The City amended its Municipal Code in 2021 to require the use of a third-party reporting system for fire inspection information. The City wishes to create more efficiency and accuracy by examining the available options for companies that can provide a third-party reporting service. It is the intent of the City to select a contractor as the City’s third-party fire inspection reporting entity, who can provide a program to collect and report on the results of various fire inspections which are being done by independent inspection contractors for business/building owners who are required to report such information to the City’s Fire Department. The selected contractor through its reporting program shall collect, organize, and transmit the inspections information to the Waukesha Fire Department in electronic form. These inspections include inspections of fire escapes, fire suppression systems, hood systems, fire alarm systems, horizontal/vertical fire door drop test and kitchen hood and duct cleaning. These inspections are required by the fire code. The software program or other solution and services provided by the contractor should send out reminders to building and business owners to have their inspections completed and the reports submitted. The contractor may also notify the Fire Prevention Bureau of any buildings and/or businesses that fail to comply.



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C. Questions

Questions regarding this RFP must be submitted via electronic mail. No informal communication shall occur regarding this RFP, including requests for information or speculation between Proposers and any City employees. Any contact or attempt to contact any other employee of the City regarding this RFP may result in the immediate disqualification of the Proposer. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding. All questions regarding this RFP must be submitted via email to:

Joseph Hoffman, Assistant Fire Chief, City of Waukesha Fire Department
jwhoffma@waukesha-wi.gov

II. TERMS AND CONDITIONS

A. RFP Submittal

All proposals, sealed and marked **"FIRE/LIFE SAFETY INSPECTIONS REPORTS MANAGEMENT SERVICES,"** **are due by 10:00 a.m. on MARCH 4, 2022** and must be delivered to:

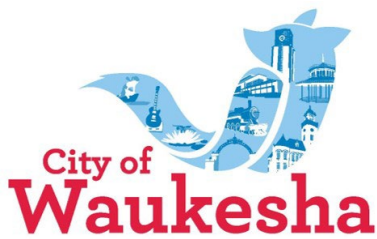
Fire Chief Steve Howard, c/o City of Waukesha Fire Station 1,
130 West Saint Paul Avenue
Waukesha, WI 53188

Any proposal received after this time will not be considered.

Proposals may be withdrawn prior to the date/time set for proposal opening. Proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make their identity known and shall sign a receipt for the proposal. Written notices shall be received in the office where proposal was submitted no later than the exact date/time for proposal opening.

The City of Waukesha reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers, or to allow corrections of error or omissions. At the discretion of the City, service providers submitting proposals will be requested to make oral presentations as part of the evaluation process.

There is no expressed or implied obligation for the City to reimburse responding providers for any expenses incurred in preparing proposals in response to this request.



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Proposals submitted are considered public records in accordance with Wisconsin's Open Records law, and will be subject to public disclosure according to that law. Marking them "confidential" will have no legal effect. Should you have any sections of the proposal that are considered trade secrets, please identify those in a separate document at the end of the proposal. In the event of a public records request for such information the City will notify proposers of the request, however the City shall make the final determination regarding what records it may be required to provide in accordance with the statutes.

The City reserves the right to reject any or all proposals or to waive any technicality and accept any proposal that is deemed in the best interest of the City. The city also reserves the right to select, and subsequently award the proposed service to the provider that best meets the City's needs, quality levels and budget restraints. All such decisions shall be in the City's sole discretion.

Upon award the successful proposer will be required to provide a certificate of insurance meeting the City's insurance requirements, as listed within this RFP. Except for exempt materials, all proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and a contract is awarded to the selected proposer.

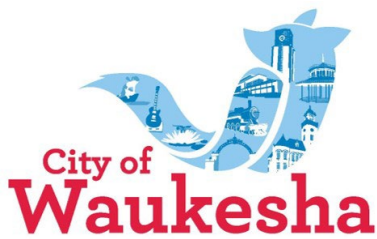
B. Proposal Elements

Elaborate proposals beyond that which is sufficient to present a complete and effective proposal are not necessary or desired. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals.

Proposers must submit, in a sealed package, three bound copies of the final proposal and one electronic copy on a thumb drive. Prices quoted in the **Cost Proposal** shall include all items of labor, material and other costs necessary to fully implement and provide the service pursuant to specifications. The **Cost Proposal** must be included in a separate sealed envelope (identified as "**Cost Proposal**") within the sealed proposal package.

Each proposal shall include the following:

1. A summary cover letter.
2. Documentation of the relative experience and qualifications of the proposing organization as it applies to the project's scope, including any specialized experience related to the project.



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3. Designation of a firm principal/account representative who will be primarily responsible to provide the services.
4. The firm's experience and qualifications that will be utilized in performing the services.
5. A client listing of other municipalities for which these services have been provided within the past five years. Provide a brief description of the services performed, including contact information. The supply of contact information by the proposer is authorization for the city to perform reference checks.
6. Submittal of Cost Proposal. Provide pricing costs for inspection fees payable by third party inspectors/contractors. See page 8 for more on the Cost Proposal. Cost Proposal must be in a separate sealed envelope, included within the Proposer's proposal. Label the envelope "Cost Proposal."
7. Completion of the City of Waukesha Information Technology Technical Assessment Document, Attachment A.
8. Any other information that the proposer feels applicable to the evaluation of their proposal or qualifications for accomplishing the services described herein.

C. Proposal Binding Period

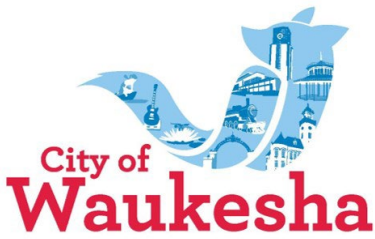
Prices quoted in any Proposer's proposal must remain in effect for a period of at least ninety (90) business days from proposal submissions deadline date.

D. Project Managers

Proposers will provide a Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager will be required to make decisions regarding the scope of the work and any changes required by the work. The Project Manager will be totally responsible for all aspects of the work and shall have the authority to make immediate decisions regarding implementation or changes to the work. The City's Project Manager for this Project will be assigned at a later date.

E. Non-Restrictive Specifications and Proposer Alternates

If specifications are applicable to the Scope of Work of this RFP, they are intended to define the level of quality and performance of this purchase and not to restrict competition. Vendors may offer one or more alternates with differing features, however the City reserves the right to make its selection based on the best interest of the City. Vendors offering alternates shall submit, with their proposal, an itemized comparison with this specification, documenting equivalence for quality, performance, etc. All itemized lists shall be presented in the exact same order as the City specifications and shall reference the City item number. Failure to identify exceptions or deviations in this



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manner may be a basis to declare the proposal as non-responsive. If in your opinion, any of the specifications, terms and conditions of this RFP prevents you from offering a proposal, consideration will be given to a Proposer's request for change.

F. Evaluation of Proposals

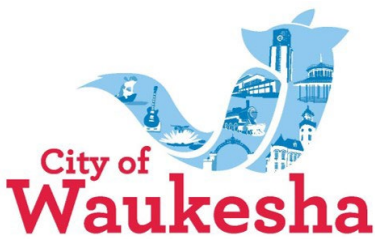
Proposals will be evaluated primarily on the basis of conformance with the terms of this RFP and how those proposals meet the overall objectives of the City. The City reserves the right to reject any or all proposals received which are deemed incomplete. Based on the evaluation of the written proposal, additional information may be required to clarify or confirm proposal information. Additional information obtained may be of any or all of the following: Proposer interviews, presentations and/or demonstrations. No single evaluation criterion listed below will be the determining factor. A Proposer's submission of a proposal constitutes its acceptance of the evaluation process and its recognition and acceptance the evaluators will use their judgment in making a determination based on several criteria.

- **Responsiveness & Solution-** The extent to which the firm's proposal responds to the scope and requirements outlined in this RFP.
- **Professional Competence-** The extent to which the firm has demonstrated competence in performing similar work and/or the extent of former client/customer satisfaction.
- **Proposal-** The extent to which the firm's proposal is organized, complete and demonstrates a thorough understanding of the services described in this RFP.
- **Cost-** The proposals will be evaluated for all costs necessary to fulfill the requirements of this RFP, in consideration of which proposal is the most advantageous based on the assessment of the proposal evaluation team.

G. Proposal Selection and Agreement

The City will notify all Proposers upon completion of the evaluation process. Ultimately, the City will award the contract to the responsive and responsible Proposer whose overall proposal offers the best value for the City, as evaluated pursuant to the evaluation criteria set forth herein.

The City will begin negotiating with the most qualified (responsive and responsible) Proposer. If an agreement on price fails, negotiations with the next most qualified Proposer will be conducted until a contract award can be made to the most qualified Proposer.



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At the sole discretion of the City, those Proposer(s) most likely to be awarded a contract may be requested to submit a Best and Final Offer (BAFO) in order to further qualify the deliverables, contract language, or costs presented in the Proposer's proposal. If BAFO's are requested, they will be evaluated against the stated criteria. There is no obligation on the part of the City to request BAFO's from any or all of the Proposers responding to the RFP.

The scope of services defined in this RFP, the cost schedule supplied by the Proposer, along with any subsequent scope addenda/amendments, will become the scope of the work for the Proposer.

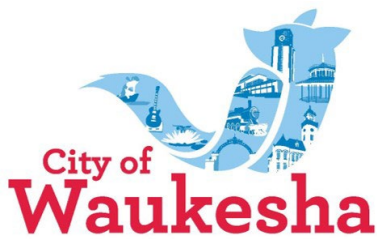
I. Preliminary Project Timeframes

RFP Issued	February 1, 2022
Deadline for submitting questions	February 17, 2022
Distribution of responses to RFP questions (via email)	February 23, 2022
Proposals Due	By 10:00 a.m., March 4, 2022
Proposer interviews and/or evaluations (if needed)	Week of March 14, 2022
Award of contract to recommended proposer	May, 2022

III. Scope of Work

A. General

The purpose of this RFP is to select a firm qualified to provide fire/life safety inspections reports management services for the City of Waukesha Fire Department. Proposers should note that City will be seeking a firm with services and systems design to track and drive code compliance, reduce false alarm activity and provide a safer community.



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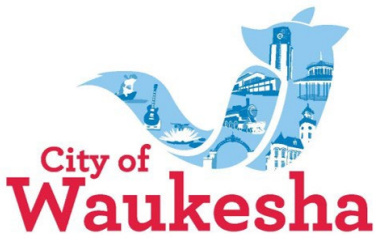
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B. Services and System Features

The selected firm is expected to provide in their proposal their fire/life safety inspections reports management services and system features including, but not limited to:

1. Customer Service
 - a. Training and Support
 - b. Data migration
 - c. Payment Processing
2. Inspections, testing and maintenance reporting
3. Notification services
 - a. Renewals/overdue/deficiencies
4. Analytical and report services
 - a. Compliance, past due, premise profile, contractor analysis, inspector license tracking report, custom report creation
5. Hosting and security service
6. Third party inspector/contractor support
7. Any requirements/responsibilities (technical or otherwise) that will be required of the City of Waukesha Fire Department to utilize the proposed fire/life safety inspections reports management services and/or system.
8. A secure cloud-based environment that allows for third party contractors that inspect/test/maintain fire protection systems to:
 - a. Submit their reports via web portal/system direct to the City of Waukesha Fire Department;
 - b. Allows the City of Waukesha Fire Department to more efficiently collect/monitor/review and process third party reports to correct deficiencies and maintain systems;
 - c. Generates hard and soft copy notifications to building owners and/or property managers to help increase testing and maintenance activity;
 - d. Allows for various life safety reports to be submitted by third party contractors including, but not limited to: fire alarm systems, automatic sprinkler systems, commercial hood cleaning, commercial hood suppression systems, standpipe systems, active smoke control systems, special suppression (clean agent) systems, private hydrant systems, fire pumps, emergency generators, foam systems and more.
9. Completion of the City of Waukesha Information Technology Technical Assessment Document.



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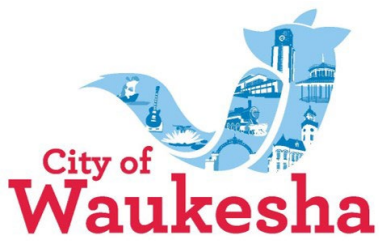
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IV. Cost Proposal

A. General

Proposers shall identify in their cost proposal the pricing for third-party inspectors/contractors to submit their reports via their fire/life safety inspections reports management service/system based on system type, anticipated submittal frequency (monthly/quarterly/annually), and/or any other factors. Proposers should include in their proposal any changes in the pricing over the proposed term for this service. Additionally, Proposers shall identify in their cost proposal any pricing required of the City to engage with their fire/life safety inspections reports management service/system.



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Attachment A: City of Waukesha Information Technology Document

City of Waukesha IT Technical Assessment

Vendor Use

General overview from vendor of the application topology and what the application does:

The following questions are designed to help determine the appropriate infrastructure costs in conjunction with system type/criticality information.

Company Name:

Project Title:

Application Architecture

What is the Application Architecture (if known)? The options are as follows:

Client / Server Client Web Based Other:

*Web-Based is preferred

Where is the Application Architecture installed? The options are as follows:

On-Premises Hosted Other:

If the Application Architecture is hosted, what model is used?

Infrastructure as a Service Software as a Service Platform as a Service

N/A Other:

If the Application Architecture is hosted, and the City stops using the solution, is there a charge to get our data back

Yes No

If the Application Architecture is hosted, what certifications do they hold?

SOC II SSAE 18 FedRAMP Other:



Web Application Requirements

N/A: This is a Client/Server Solution

What Web Browsers are supported?

Internet Explorer Chrome Firefox Browser Agnostic Other:

* Browser agnostic preferred

What Browser version is supported?

Internet Explorer:

Chrome:

Firefox:

What Web service is used: IIS - Version

Other – Version

*IIS Preferred

What third party software needed?

A Java add-on is on the client, version #

Active X add-on on the client

.NET Framework, version

Digital certificates (IE based app. or ASP)

Adobe

Add-ins for existing applications (IE MS Office, etc.)

Other

Not Applicable (none needed)

*None Needed is preferred.



Server Requirements

N/A: This is a Hosted Solution

Specify the type of server the main component of the application will be installed on?

MS Server What Version? What Service Pack?

LINUX - What version?

*MS Server is the standard

What database will be used?

MS SQL What version? What SP?

Oracle What version?

Other What version?

N/A

*MS SQL is the standard

Is database fully vendor supported?

N/A No Yes Notes:

*Vendor supported is preferred

Does the vendor require the application and Database to reside on same hardware?

No Yes Notes:

If no, can the application and Database reside together for the test system?

No Yes Notes:

Are virtual servers supported?

No Yes Notes:

*Virtual Servers are the standard

If yes, which Hypervisors?

Hyper-V Notes: VMware Notes:

Will any of the following servers be needed?

Test QA Train Not Applicable Other Notes:

*Test environments are the standard *QA environments are preferred

Client Requirements

N/A: Web-Based solution

What client operating system will be used?

Windows 7 - What SP?

Windows 10 - What SP?

Other: What SP?

*The most current Windows OS is the standard.

What third party software needed?

A Java add-on is on the client, version #

Active X add-on on the client

.NET Framework, version

Digital certificates (IE based app. or ASP)

Adobe

Add-ins for existing applications (IE MS Office, etc.)

Other

Not Applicable

User Account Control

Does the application require users to login?

No Yes Notes:

Does the application integrate with Active Directory for authentication?

No Yes Notes:

*Active Directory is the standard for on-premises applications.

Does the application integrate with Active Directory for user account creation?

No Yes Notes:

Does the application integrate with Azure Active Directory?

No Yes Notes:

*Azure AD is the standard for hosted solutions.

Software Development

Do you have a formal Software Development Lifecycle (SDLC)?

Yes No

If Yes, what methodology do you use:

Do you use assurance procedures to build in security control mechanisms during the SDLC?

Yes No

Do you perform input validation during the SDLC?

Yes No

Do you follow Open Web Application Security Project (OWASP) guidelines?

Yes No

Do you use any Open Source code?

Yes No

Additional Application Info

Can adequate system backup & recovery procedures be implemented? This includes the ability to test the restore processes on a “regular” basis.

Yes No

If the system requires transmission of information to a remote party, can it be adequately protected? (This would include encryption for data transmission, and at rest.)

Yes No

What will be the frequency of updates (i.e. dot (.) or SP)?

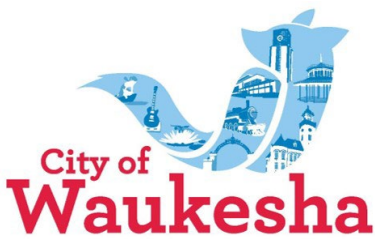
What will be the frequency of upgrades (i.e. major releases)?

Is the application licensed per user? No Yes Notes:

If yes, are they concurrent licenses? No Yes Notes:

Is access to the Internet required for this application? Yes No

If yes, please describe what access is needed and how it will be used:



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Life Safety Inspection Vault

LIV	KH	HM	TK	BC	JH	GV
Responsiveness and Solution	8	10	9	9	9	9
Professional Competence	8	9	9	8	9	9
Proposal	8	9	10	9	9	10
Cost Proposal	8	9	10	9	7	8
Overall Score	32	37	38	35	34	36

Comment:

Responsiveness and Solution:

JH- Although they lack the regional strong hold, and are a relatively new to the market; it appears like their solution is fresh and improves upon others in the industry. LIV appears to take feedback to improve the product and services that they provide.

TK- LIV presenters give me the feeling that if we need something to fit our needs or wants, they can make it happen.

KH- Simple to use – good.

Professional Competence:

KH- Younger Company

TK- Both creators and presenters have been in the business of inspections on the commercial side of things

JH- The team seemed very approachable, and solutions based. I felt like their companies values aligned with our Departments values.

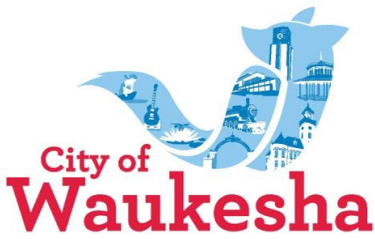
Proposal:

TK- Again, the product that LIV brought forward is very easy to configure. The presenters took our feedback and were able to explain how the system could work for our organization in the simplest most organized way.

Cost Proposal:

TK- they have the most competitive prices and it was very easy to understand the payment and billing process.

GV- Has actual frequency listed vs. generic



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Brycer , LLC

Brycer	KH	HM	TK	BC	JH	GV
Responsiveness and Solution	6	9	6	7	5	9
Professional Competence	6	8	9	8	8	9
Proposal	6	8	5	7	7	10
Cost Proposal	6	8	8	7	6	7
Overall Score	36	33	28	29	26	35

Comment:

Responsiveness and Solution:

TK- it appears that the system is fixed and will not be able to change it options to best suit our needs.

JH- I feel the product is what it is... Take it or leave it, they have plenty of customers and may not be very responsive to our needs or Requests to better adapt their product to our values as a fire department. I did not feel like their values matched our fire department vision and values

Professional Competence:

KH- In business for a while

TK- their company showed many companies in fair departments that utilize their third party software. They have been in business for over 10 years.

JH- I did not feel that we would be treated as a partner in creating a safer community with Brycer as our third-party vendor

Proposal:

TK- there were many questions that could not to be answered by the presenter. I felt as though, they should have had a representative from their Technical Support team present to answer these questions.

Cost Proposal:

TK- Larger fee than other presenters.

JH- Pricing structure seemed to be the most expensive.

GV- Cost to use API; Base Price seems high



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Inspection Reports On-Line

IROL	KH	HM	TK	BC	JH	GV
Responsiveness and Solution	8	9	10	9	9	9
Professional Competence	8	9	9	8	8	9
Proposal	8	8	7	9	9	10
Cost Proposal	8	7	8	8	8	9
Overall Score	32	33	34	34	34	37

Comment:

Responsiveness and Solution:

JH- ESRI Partner;

TK- The software is very established and used in other Wisconsin departments they are also partners with Esri geosystem

KH- Very Customizable; ESRI Business Partner

Professional Competence:

KH- Been in Business for awhile

JH- Team had a great balance of practical application and Technical expertise.

TK- both prisoners have experience in the field as contractors for different fare protection systems.

Proposal:

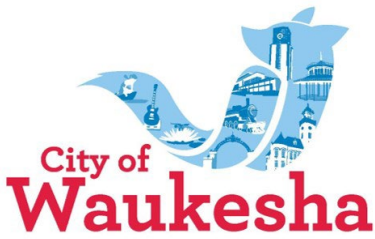
TK- they were very prepared and presented many services that their company offers we had to let the presenters know that we do not need them for some of the specific services that they are offering.

JH- By far the most options in their proposal and services.

GV- Questions about Email integration.

Cost Proposal:

TK- the costs associated with their services were fair but still more than other competitors. It sounds that prices may go up in certain applications.



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Building Reports

Building Reports	KH	HM	TK	BC	JH	GV
Responsiveness and Solution	4	6	9	5	5	9
Professional Competence	4	6	6	8	6	8
Proposal	4	6	9	6	5	8
Cost Proposal	4	6	7	6	9	5
Overall Score	16	24	31	25	25	30

Comment:

Responsiveness and Solution:

JH- I do not feel that there is much customization to ensure that the program matches our departments direction, vision and value. I do not feel that the solutions lack customization will lead to our goals of saving time and increasing compliance.

TK- the system seems organized and ready. I feel like the third-party software is still pretty new as opposed to the rest of the programs that this company offers

KH- seemed to be geared more to the contractor. Use of barcodes. Have to Become a member.

Professional Competence:

KH- In business for years.

TK- the presenter is very knowledgeable on the software but has little experience in the actual field as a contractor. Representative that would be our mean contact has classes but no field experience that is noted.

JH- Not sure the presentation demonstrated that product/ services we were looking to receive by executing a third-party service.

Proposal:

TK- very organized system. It does look as if it is still a small portion of what this company does on a larger scale.

Cost Proposal:

TK- no fees at all? The contractors would have to pay I'm a tiered system that has certain limits at each level of service. I don't know how limited contractors would be with not paying versus paying. Could more than two pictures be sent to us from the contractor if they chose to use the lower tier service?

GV- Free, but limited.

JH- Cost of Free is very attractive, but I am not sure that we will get the product/ services we want without some associated cost.

EXHIBIT A

Statement of Work (SOW)

To be considered as part of the Contract between



AND

City of Waukesha
Fire Department



Section 1 – General Provisions

1. Life Safety Inspection Vault (LIV) is a proactive, web-based solution provided to fire departments that collects, organizes, and stores fire and life safety system reports pertaining to inspection, testing, and maintenance. Fire departments will be able to view all reports submitted within their jurisdiction in one centralized, online location. Additionally, deficiencies, impairments, systems that are past due for inspection, and companies performing work in the jurisdiction are all viewable. From the inspection reports, the LIV system generates valuable metrics for the fire department to use a data-driven approach to prioritize fire prevention efforts and quantifies the number of fire and life safety systems that are in the jurisdiction.
2. LIV sends notifications to each business location alerting them of any past due, missing, or deficient inspections. Designed with simplicity, the LIV system is no cost to the fire department, streamlines the inspection reporting process, and generates data for the department. A partnership with LIV will help create a safer community.
3. A customized LIV account will allow fire departments to view all registered inspection companies registered with LIV and submitting reports within their jurisdiction. The fire department will also be given edit capabilities that allows a user, among other things, to add or update AHJ information, comment on inspection reports, and edit premise data, as needed.
4. The fire department will have the capability to pull a variety of reports including past due and deficient inspections, upcoming reports submitted per company, and/or inspections by system type.

Section 2 – Deliverables

1. Training – LIV will provide ongoing training to all users. Training comes at no cost and will be available throughout life of contract.
2. Mapping – Mapping components are integrated into the LIV system, utilizing Google mapping features and structure identification tools.
3. Customer Support – All users of will be provided 24/7 customer support throughout the life of the contract. Contact info is as follows: #1-855-225-4822, or emailed at info@livsafe.com
4. Payment Processing – Through a secure source LIV electronically collects and processes all fees from inspection companies submitting reports to LIV’s web application.
5. Contractors – Any inspection company performing inspections, testing, or maintenance will ONLY be able to see reports that were submitted by their company. Contractors will have limited view capabilities and will have some edit capabilities.
6. Report Types – LIV has the ability to track any of the system types listed below. If there are additional systems that are desired to be tracked, it must be mutually agreeable with LIV. Intervals of inspection, testing, and maintenance are determined by the AHJ’s and adopted fire code. All reports will be stored and retained for 5 years.

Fire Alarm	Fire Hydrant	Standpipe	Elevator
Fire Sprinkler	Fire Pump	Dry Chemical Suppression	Emergency Generator
Sprinkler 5 Year	Hood Suppression	Clean Agent	Backflow
Fire Extinguishers	Hood Cleaning	Active Smoke Control	

7. Notifications – Notifications related to inspection and maintenance of the fire system will be communicated to the business location by regular mail or email, where possible. Notifications can be sent on behalf of the fire department and may state the system name, details of the deficiency (if applicable), and the name of the last service company that performed the inspection. LIV will design the notifications and get approval from the AHJ on all verbiage prior to the Effective Date.

EXHIBIT A

- a. Contractors – An informational letter will be sent to all known contractors performing work within the jurisdiction. LIV will inform the contractors about the process and offer ongoing training and support during the life of the contract.
 - b. Past Due Notice – A courtesy reminder will be sent by LIV on behalf of the AHJ to notify the building that the fire and life safety system inspection is past due.
 - c. Deficiency Notice – If a report is submitted stating that there were deficiencies found during the last inspection, the AHJ will have the option to send a letter to inform the premise that they must rectify the reported deficiencies. This notice will not automatically be sent but is ready for the AHJ to send with the click of a button.
8. Hosting/Security – Industry best practices, Included the following:
- a. Security monitoring
 - b. Password protection
 - c. Disaster recovery
 - d. Data protection at a secure data center
 - e. SSL encrypted
 - f. Network protection
 - g. Hacker prevention

Section 3 – Fire Department Responsibilities

Throughout the life of the contract, it will be the fire department's responsibility to have, provide, or require the following:

1. Contractors to submit all system inspections through LIV's web portal.
2. All adoption of local fire code, ordinances, or other relevant information.
3. Any equipment needed to access the web portal.
4. Any reports that are sent directly to the fire department must be returned to the contractor and given direction to upload the report(s) to the LIV web portal.
5. At least one designated contact person for LIV.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“**Agreement**”), dated _____, 2022 (“**Effective Date**”), is between Life Safety Inspection Vault LLC, an Idaho limited liability company (“**LIV**”), and the City of Waukesha Fire Department, a municipal corporation of the State of Wisconsin, with a principal place of business at 130 W St. Paul Ave., Waukesha, WI 53188 (“**Client**”). The term “**Agreement**” means, collectively, this Agreement, the applicable Registration Form(s), the applicable SOW(s), and any operating rules, policies, and procedures that LIV may publish from time to time. LIV and Client agree as follows:

SECTION 1. ENGAGEMENT; SERVICES; DUTIES

1.1 Engagement. Subject to the terms and conditions of this Agreement, Client engages LIV to provide Client with web-based management of the Client’s fire safety system permitting (collectively, the “**Services**”). LIV will provide the Services through LIV’s proprietary web-based application that will allow the Client to track and drive code compliance, reduce false alarm activity, and provide a safer community (the “**Vault**”). The Vault provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems can submit their reports via LIV’s web application directly to the Client, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. As part of the Services, LIV provides a proactive service, in addition to the Vault, 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. Client will specify the Services it wishes LIV to provide by executing a Statement of Work (“**SOW**”) substantially in the form attached as Exhibit A to this Agreement. If LIV agrees to provide those Services, LIV will countersign that SOW and will provide the indicated Services to Client under the terms and conditions of this Agreement. The term “**Services**” includes those items described above as well as any other items described on each SOW.

1.2 Designation of Key Personnel. LIV’s “**Representative**” is Cole Harding, phone: 855-225-4822, e-mail: Cole.harding@livsafe.com. The Client’s “**Representative**” is Assistant Chief Joseph Hoffman, phone: 262-524-3668, e-mail: jwhoffma@waukesha-wi.gov. Client and LIV will each use best efforts to keep the same key personnel assigned to this engagement throughout the Term. If it becomes necessary for LIV to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described in this Agreement.

1.3 LIV’s Responsibilities. LIV shall fully and timely provide all deliverables described in this Agreement and in each SOW in material compliance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations (collectively, “**Laws**”). LIV will provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in each accepted SOW. If the need arises for LIV to perform services beyond those stated in a particular SOW, LIV and the Client shall negotiate mutually agreeable terms and compensation for completing the additional services. LIV shall coordinate

an annual business review meeting with representatives designated by each party either via teleconference or in person within 60 days before each anniversary of the Effective Date. Client may request that these meetings occur more frequently.

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

SECTION 2. COMPENSATION

2.1 Management Fee.

2.1.1 Unless a certain report type is noted as an exception on applicable SOW (each, an "**Exception**"), LIV will collect and retain from each user submitting an inspection report a fixed fee of \$15.00 US for each system inspection submitted (the "**Fixed Fee**"). The Fixed Fee will be due and payable by the end user upon uploading an inspection report. The Fixed Fee for any Exceptions will not exceed \$13 per report. The parties will meet and review the Fixed Fee on or about each anniversary of the Effective Date. For clarity, the Fixed Fee is paid by the end user (*e.g.*, the inspector) and the Client is not billed for any fees.

2.1.2 As part of the Services, LIV will collect all fees including the Fixed Fee, due and payable by third party inspectors in connection with activities relating to Vault and the Services, plus any additional fees that Client charges in connection with the activities relating to the premises in question (the "**Inspection Fees**"). The Inspection Fees will be determined solely by Client. If Client elects under the applicable SOW, it may add an administration fee to the Inspection Fees charged to the Client's customers. If so, LIV will collect that administration fee in addition to the Inspection Fees.

2.1.3 If Client elects to include any Inspection Fees, then within 30 days following the end of each calendar quarter, LIV will remit to Client the amount by which the amount of Inspection Fees collected during such quarter exceeds the amount of Fixed Fees due and payable to LIV under this Agreement for such quarter.

SECTION 3. TERM AND TERMINATION

3.1 Term of Agreement. The term of this Agreement will be for an initial period commencing on the Effective Date and running through the date that is 3 year from the Effective Date ("**Initial Term**"). Thereafter, the Term may be renewed for 2 additional one-year terms (each, a "**Renewal Term**," and collectively with the Initial Term, the "**Term**") if, no later than 60 days before the expiration of the initial Term or any successive Renewal Term, Client notifies LIV of its intent to renew the Term.

3.2 Termination. In addition to any other express termination right set forth in this Agreement:

3.2.1 Either party may terminate this Agreement, without cause, effective on 90 days written notice to the other party;

3.2.2 Either party may terminate this Agreement, effective on written notice to the other party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) is capable of cure and remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

3.2.3 Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

3.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the LIV IP and, without limiting Client's obligations under Section 8, Client shall delete, destroy, or return all copies of the LIV IP and certify in writing to the LIV that the LIV IP has been deleted or destroyed. No termination shall affect LIV's responsibility to remit any and all fees collected pursuant to Section 2 of this Agreement.

3.4 Survival. This Section 3.4 and Section 2, Section 3.3, Section 4.2, Section 7, Section 8, Section 11, Section 12, and Section 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

SECTION 4. WARRANTIES; LIMITATIONS

4.1 Warranty.

4.1.1 Vault and Services Warranties. LIV represents and warrants to Client that all Services to be provided to the Client under the Agreement will be fully and timely performed in accordance with the terms, conditions, and covenants of the Agreement, and all Laws, and that Vault will perform, in all material respects, in accordance with the specifications. While LIV does not warrant the accuracy of the information that is put into Vault by third party inspectors, LIV will take all prudent and necessary steps to ensure its proper and accurate retention, transmission, and provision to Client. Notwithstanding termination of this Agreement for any reason, at all times, the Client will have the ability to access and download all Client Data and related records. LIV further represents and warrants to the Client that LIV has all rights necessary

in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Vault and the Services, and that LIV is duly authorized to enter into this Agreement and provide the Vault and the Services to the Client under this Agreement.

4.1.2 Non-Suspension or Debarment. LIV certifies that it 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, or any other state or local government.

4.2 Limitations; Disclaimer of Warranties. All information entered into Vault is produced by third party inspectors and their agents. THEREFORE, LIV SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO VAULT BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN THIS SECTION 4, VAULT AND THE SERVICES ARE PROVIDED “AS IS” AND “WITH ALL FAULTS” AND “AS AVAILABLE” AND LIV DOES NOT WARRANT THAT VAULT OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. LIV MAKES NO REPRESENTATIONS OR WARRANTIES THAT VAULT OR THE SERVICES WILL PROVIDE ANY PARTICULAR RESULTS. EXCEPT AS SET FORTH IN THIS SECTION 4, LIV DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. THIS DISCLAIMER OF WARRANTY EXTENDS TO CLIENT, CLIENT’S CUSTOMERS, AND ALL OTHER USERS, AND NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT OR ANY SCHEDULE, EXHIBIT, ANNEX, OR DOCUMENTATION WILL CONSTITUTE WARRANTIES OF ANY KIND. LIV’S SOLE LIABILITY FOR BREACH OF THE WARRANTY SET FORTH IN THIS SECTION 4, AND CLIENT’S SOLE REMEDY, IS THAT LIV WILL, SUBJECT TO SECTION 11 AND SECTION 12, INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM, OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.

SECTION 5. PROPRIETARY RIGHTS

5.1 Proprietary Rights. LIV retains all right, title and interest in and to Vault, the Services, any derivative works or modifications thereof (the “**Derivative Works**”), any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to Vault, the Services, or any Derivative Works (the “**Documentation**”), any reproductions works made thereof, and any other LIV IP (as that term is defined in Section 6.1). Client shall not remove any product identification or notices of such proprietary rights from Vault or the Services. Except for the limited use rights established under this Agreement, Client has no right, title, or interest in or to Vault, the Services, any Derivative Works, the Documentation, or any other LIV IP.

5.2 Use of Trademarks. During the Term, LIV may use the Client’s trademarks and logos for the purpose of providing Vault and the Services to Client, and Client hereby grants LIV the right to use Client’s trademarks and logos for said purposes. LIV may not, without Client’s prior written consent, use Client’s trademarks or logos for any other purpose, including

promotional services or commercial services not directly related to the provision of Services under this Agreement.

SECTION 6. SOFTWARE AS A SERVICE TERMS AND CONDITIONS

6.1 Definitions.

6.1.1 **“Aggregated Statistics”** means data and information related to Client’s use of Vault that is used by LIV in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of Vault.

6.1.2 **“Authorized User”** means Client’s employees, consultants, contractors, and agents as indicated on the Registration Form (i) who are authorized by Client to access and use Vault under the rights granted to Client by this Agreement and (ii) for whom access to Vault has been purchased under this Agreement. Third party inspectors shall not be considered employees, agents, consultants or contractors of Client unless specifically designated in writing by the City.

6.1.3 **“Client Data”** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client, a third party inspector, or an Authorized User through Vault.

6.1.4 **“LIV IP”** means Vault, the Documentation, and any intellectual property provided to Client or any Authorized User in connection with the foregoing. LIV IP includes Aggregated Statistics and any information, data, or other content derived from LIV’s monitoring of Client’s access to or use of Vault, but does not include Client Data.

6.1.5 **“Registration Form”** means the order form filled out and submitted by or on behalf of Client, and accepted by LIV, for Client’s access to Vault under this Agreement.

6.2 Access and Use.

6.2.1 **Registration.** In order to use Vault, Client must: (a) provide certain current, complete, and accurate information about Client as prompted to do so by the Registration Form order to enroll as a Vault user, as applicable; and (b) maintain and update such registration information (**“Registration Data”**) as required to keep such information current, complete, and accurate. If any Registration Data that Client provides is untrue, inaccurate, not current or incomplete, LIV may terminate Client’s account and Client’s rights to use Vault.

6.2.2 **Provision of Access.** Subject to and conditioned on Client’s compliance with the terms and conditions of this Agreement, LIV hereby grants Client a non-exclusive, non-transferable right to access and use Vault during the Term, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement. Such use is limited to Client’s internal use. LIV shall provide to Client the necessary passwords and network links or connections to allow Client to access Vault.

6.2.3 Fees. There are no fees for access to and the use of the Vault.

6.2.4 Documentation License. Subject to the terms and conditions contained in this Agreement, LIV hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of Vault.

6.2.5 Use Restrictions. Client shall use Vault only for the benefit of Client, shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of Vault, and shall not use Vault for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of Vault or any Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Vault or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Vault, in whole or in part; (iv) remove any proprietary notices from Vault or the Documentation; (v) use Vault or the Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any person's intellectual property or other rights, or that violates any Law; (vi) interfere with or disrupt the integrity or performance of Vault or the Services or any third-party data contained therein. Client shall not be liable and have no obligations as to third party contractors that inspect, test and maintain fire protections systems use of the Vault.

6.2.6 Reservation of Rights. LIV reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the LIV IP.

6.2.7 Data Storage. LIV shall not place any limit on the amount of memory or other computer storage that Client may utilize through Vault.

6.2.8 Suspension. Notwithstanding anything to the contrary in this Agreement, LIV may temporarily suspend Client's and any Authorized User's access to any portion or all of Vault if:

(a) LIV reasonably determines that (i) there is a threat or attack on any of the LIV IP; (ii) Client's or any Authorized User's use of the LIV IP disrupts or poses a security risk to the LIV IP or to any other customer or vendor of LIV; (iii) Client, or any Authorized User, is using the LIV IP for fraudulent or illegal activities; (iv) subject to Law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) LIV's provision of Vault to Client or any Authorized User is prohibited by Law; or

(b) Any vendor of LIV has suspended or terminated LIV's access to or use of any third-party services or products required to enable Client to access Vault; (any such suspension described in subsections 6.2.8(a) and 6.2.8(b), a "**Service Suspension**").

LIV will use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to Vault following any Service Suspension. LIV will use commercially reasonable efforts to resume providing access to Vault as soon as reasonably possible after the event giving rise to the Service Suspension is cured. LIV will have no liability for any damages, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

6.2.9 Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, LIV may monitor Client's use of Vault and collect and compile Aggregated Statistics. As between LIV and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LIV. Client acknowledges that LIV may compile Aggregated Statistics based on Client Data input into Vault. LIV may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted by Law; provided that such Aggregated Statistics do not identify Client or Client's Confidential Information.

6.2.10 LIV Responsibilities and Uptime. LIV is responsible for the acquisition and operation of all hardware, software, and network support related to Vault (other than those required for Client to connect to the internet and access Vault). The technical and professional activities required for establishing, managing, and maintaining the Vault environment are LIV's responsibilities. LIV will take all reasonable and necessary steps to make Vault, but does not guarantee that Vault will be, available 24-7/365 (subject to maintenance downtime).

6.3 Equitable Relief. Any breach or threatened breach by Client of any of its obligations under Section 6.2.5 would cause LIV irreparable harm for which monetary damages would not be an adequate remedy. As such, in the event of a breach or threatened breach of Client's obligations under Section 6.2.5, LIV will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are in addition to all other remedies that may be available at law, in equity or otherwise.

6.4 Client Responsibilities. Client is responsible and liable for all uses of Vault and any Documentation resulting from access directly provided by Client. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of Vault, and shall cause Authorized Users to comply with such provisions.

6.5 Termination and Suspension of Service. If this Agreement is terminated, LIV will implement an orderly return of Client Data in a format readable and useable in Microsoft Excel within 30 days, and shall subsequently securely dispose of Client Data. Client will be entitled to any reasonable post-termination assistance required to ensure Client has received the Client Data in a useable form. LIV 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 Client. Data will be permanently deleted and not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. LIV will provide certificates of destruction to Client upon request.

SECTION 7. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

7.1 LIV IP. Client acknowledges that, as between Client and LIV, LIV owns all right, title, and interest, including all intellectual property rights, in and to the LIV IP.

7.2 Client Data. LIV acknowledges that, as between LIV and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to LIV a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data, and perform all acts with respect to the Client Data, as may be necessary for LIV to provide Vault and the Services to Client.

7.3 Feedback. If Client or any of its employees or contractors sends or transmits any communications or materials to LIV by mail, email, telephone, or otherwise, suggesting or recommending changes to the LIV IP, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), LIV is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to LIV on Client’s behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in, and LIV is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although LIV is not required to use any Feedback.

SECTION 8. CONFIDENTIAL INFORMATION

8.1 Definition. From time to time during the Term, one party may disclose or make available to the other information about the disclosing party’s business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure, as demonstrated by the receiving party’s written records; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party without reliance on the disclosing party’s Confidential Information.

8.2 Nondisclosure and Nonuse.

8.2.1 The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations under this Agreement. Further, the receiving party shall not, without the disclosing party's prior written permission use Confidential Information for purposes other than internal evaluation for so long as the Confidential Information must be maintained confidential, or analyze, disassemble for reverse engineering, or otherwise attempt to identify the intrinsic nature of any of the disclosing party's Confidential Information.

8.2.2 Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; or (ii) to establish the receiving party's rights under this Agreement, including to make required court filings.

8.2.3 On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

8.2.4 The parties' respective obligations of non-disclosure and non-use with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date of each disclosure of Confidential Information to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under Law.

8.3 Breach; Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by a party of any of its obligations under this Section 8 would cause the non-breaching party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

SECTION 9. STAFFING; WORK SITES; LAWS

9.1 Place and Condition of Work. Client shall provide LIV access to the sites where LIV is to perform the services as required in order for LIV to perform the services in a timely and efficient manner in accordance with and subject to the applicable security Laws.

9.2 Staffing. LIV is responsible for supplying its employees to perform the Services, and for supervising and directing those employees. LIV will ensure that its employees are reasonably competent and experienced to perform the Services. If, at any time during the performance of this Agreement Client finds that the performance of LIV's employees or subcontractors is unsatisfactory, Client may object to the assignment of such employee or subcontractor, and LIV shall assign another of its employees or subcontractors to perform the Services.

9.3 Compliance with Health, Safety, and Environmental Regulations. LIV and its employees will comply in all material respects with all applicable Laws in the performance of the Services, including those promulgated by the Client and by the Occupational Safety and Health Administration (OSHA).

SECTION 10. INSURANCE. During the Term, LIV, at its cost and expense, shall purchase and maintain the insurance set forth in this Section 10. Coverage must be provided by companies qualified to do business in the state(s) in which the Services will be performed.

10.1 Workers' Compensation and Employers' Liability. Workers' Compensation insurance must be provided as required by all applicable state laws. Employers' Liability insurance must be provided in amounts of at least \$100,000 each accident for bodily injury by accident; \$500,000 policy limit for bodily injury by disease; and \$100,000 for each employee for bodily injury by disease.

10.2 Commercial General Liability. LIV will obtain and maintain a Commercial General Liability (Occurrence) policy, which policy shall include coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy must have a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence; \$1,000,000 for personal injury liability; and \$2,000,000 general aggregate.

10.3 Insurance Certificate. Upon request, LIV will provide Client with a certificate evidencing the required insurance coverages.

10.4 Notice of Policy Changes. The insurance policies required under this section must all provide that they will not be terminated, cancelled, or allowed to expire without 30 days' prior written notice to the insured. If so notified, LIV will notify Client of the change, timely procure replacement coverage, and provide a replacement certificate to Client.

SECTION 11. INDEMNIFICATION

11.1 LIV's Indemnification Obligations. LIV shall indemnify, defend, and hold harmless Client and its officers, directors, employees, agents, successors and permitted assigns (each, a "Client Indemnitee") from and against all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") awarded against a Client Indemnitee in a final judgment and arising

out of or resulting from any third-party claim, suit, action or proceeding (each, a “**Third-Party Action**”) for:

11.1.1 Bodily injury, death, or damage to real or tangible, personal property resulting from LIV’s willful, fraudulent, or negligent acts or omissions;

11.1.2 Claims that allege Vault or the Services, or any use of Vault or the Services in accordance with this Agreement, infringes or misappropriates such third party’s US patents, copyrights, or trade secrets; provided that this Section 11.1.2 will not apply to the extent that the alleged infringement arises from: (a) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing; (b) modifications to Vault or the Services not made by LIV; or (c) Client Data;

11.1.3 Any losses arising out of or related to LIV’s breach of any of LIV’s representations, warranties, or obligations under this Agreement; or

11.1.4 Any losses awarded against Client in a final judgment and arising out of or resulting from any Third-Party Action for bodily injury, death of any person or damage to real or tangible, personal property, in each case resulting from LIV’s grossly negligent or willful acts or omissions.

11.2 Client’s Liability. Client shall not be required to indemnify or hold LIV harmless against liabilities arising from this Agreement. However, as between Client and LIV, and to the extent permitted by law and legally available funds, Client is responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to:

11.2.1 Any Losses arising out of or related to Client’s breach of any of Client’s representations, warranties, or obligations under this Agreement; and

11.2.2 Any Losses awarded against LIV in a final judgment and arising out of or resulting from any Third-Party Action:

(a) For bodily injury, death of any person or damage to real or tangible, personal property resulting from Client’s grossly negligent or willful acts or omissions;

(b) Based on Client’s or any Authorized User’s (i) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing, or (ii) modifications to Vault or the Services not made by LIV.

11.3 Indemnification Procedures. The party seeking indemnification under this Agreement must promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party’s sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend that Action, at the indemnifying party’s sole

cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 11.3 will not relieve the indemnifying party of its obligations under this Section 11.3 unless, and then solely to the extent that, the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

11.4 Infringement Remedy. If a Third-Party Action that would entitle Client to indemnification under Section 11.1.2 is made or appears possible, Client shall permit LIV, at LIV's sole discretion, to (a) modify or replace Vault or the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Client to continue to use the item in question. If LIV determines that neither alternative is reasonably available, LIV may terminate this Agreement, either in its entirety or with respect to the affected component or part, effective immediately on written notice to Client. SECTION 11.1.2 AND THIS SECTION 11.4 SET FORTH CLIENT'S SOLE REMEDIES AND LIV'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIM THAT VAULT OR THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. LIV'S LIABILITY UNDER SECTION 11.1.2 AND THIS SECTION 11.4 IS SUBJECT TO THE LIABILITY LIMITS SET FORTH IN SECTION 12.

SECTION 12. ASSUMPTION OF RISK; LIMITATION OF LIABILITY

12.1 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 LIV's control; and (d) LIV does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using Vault and the Services, including 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 the general risks arising from utilization of the internet knowingly and voluntarily. Without limiting the foregoing, Client hereby assumes the risk of, and LIV will have no responsibility or liability of any kind under this Agreement for: (1) errors in Vault or the Services resulting from misuse, negligence, revision, modification, or improper use of all or any part of Vault or the Services by any entity other than LIV or its authorized representatives, employees, contractors, or consultants; (2) Client's use of any version of Vault other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to Vault; (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 Vault that meet LIV's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-LIV products or services; or (7) data or data input, output, accuracy, and suitability, which will be deemed to be under Client's exclusive control. The assumption of risk stated in clause (1) of the preceding sentence will only apply if LIV has taken commercially reasonable steps to prevent and safeguard against the types of errors listed in that clause (1).

12.2 Exclusion of Certain Damages; Limitation of Liability. IN NO EVENT WILL LIV BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LIV WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

12.3 Exceptions. The exclusions and limitations in Section 12.2 do not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidential Information); (b) damages or other liabilities arising out of or relating to a party's willful misconduct or intentional acts; (c) Third-Party Actions for death or bodily injury or damage to real or tangible personal property resulting from a party's willful or grossly negligent acts or omissions; and (d) a party's obligation to pay attorneys' fees and court costs in accordance with Section 14.5.

SECTION 13. FORCE MAJEURE

13.1 Neither party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (h) shortage of adequate power or telecommunications or transportation facilities; or (i) any other event that is beyond the reasonable control of such party (each of the foregoing, a "**Force Majeure Event**").

13.2 A party whose performance is affected by a Force Majeure Event must give notice to the other party, stating the period of time the occurrence is expected to continue and must use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. The non-affected party may terminate this Agreement or any affected SOW if such failure or delay continues for a period of 60 days or more and, if the non-affected party is the Client, receive a refund of any amounts paid to the LIV in advance for the affected Services. .

SECTION 14. MISCELLANEOUS

14.1 Notices. All notices permitted or required under this Agreement must be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery; (ii) by U.S. Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being three days following the date of the postmark on the return receipt; (iii) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service; (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail dispatched the same day by one of the methods in clauses (ii) and (iii), with the date of notice being the date of the e-mail. Notices must be addressed to the following addresses, or such other address as one party shall provide the other parties:

To LIV: Life Safety Inspection Vault LLC
Attn.: Manager
146 East Chubbuck Road, Suite C
Chubbuck, ID 83202
Phone: (208) 254-7718
E-mail: Cole.harding@livsafe.com

To Client: City of Waukesha Fire Department
Attn.: Assistant Chief Joseph Hoffman
130 W St. Paul Ave.
Waukesha, WI 53188
Phone: 262-524-3668
Email: JWHoffman@waukesha-wi.gov

14.2 Interpretation. Headings in this Agreement are for convenience only and will not affect its meaning. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” will be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. This Agreement must be construed simply according to its fair meaning and without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Each Registration Form, each SOW, and all exhibits other documents referred to in this Agreement must be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim in the body of this Agreement.

14.3 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by either party of any default in performance by the other party, or any waiver by either party of any breach, or series of

breaches, of any of the terms, covenants, or conditions of this Agreement will constitute a waiver of any subsequent breach of any such terms, covenants, or conditions.

14.4 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement will be consummated as originally contemplated to the greatest extent possible.

14.5 Choice of Law; Attorneys' Fees. The parties intend for this Agreement to be construed and enforced under the laws of the State of Wisconsin, except for its choice of law provisions. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. The prevailing party in any proceeding will be entitled to recover in any judgment its reasonable attorneys' fees as may be allowed by the court, together with such court costs and damages as may be provided by Law.

14.6 Assignment. Neither Client nor LIV may assign any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent, which consent may not be unreasonably withheld, delayed, or conditioned. Any purported assignment or delegation in violation of this Section 14.6 is void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

14.7 Export Regulation. Vault and the Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

14.8 US Government Rights. Each of the Documentation and the software components that constitute Vault and the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to Vault, the Services, and the Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of

Defense and its contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

14.9 Entire Agreement. This Agreement, together with any other documents incorporated into this Agreement by reference, the Registration Form(s), and all SOW(s) constitutes the parties' sole and entire agreement with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. If there is any inconsistency between the statements made in the body of this Agreement, the Registration Forms(s), the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its exhibits; (ii) second, the applicable SOW; (iii) third, any Registration Form; and (iv) fourth, any other documents incorporated herein by reference.

14.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, all of which constitute one and the same Agreement. Delivery of an executed counterpart signature page of this Agreement by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

The parties are signing this Agreement as of the Effective Date.

LIFE SAFETY INSPECTION VAULT LLC,
an Idaho limited liability company

City of Waukesha Fire Department,
a municipal corporation of
the State of Wisconsin

By: _____

By: _____

Name: Cole Harding

Name: Shawn Reilly

Title: President

Title: Mayor

By: _____

Name: Gina Kozlik

Title: City Clerk



Cost Proposal

There are no fees or cost to the City of Waukesha Fire Department for the proposed services or access to the LIV application. Fees that are charged to the 3rd party inspection companies will be based per premise and per inspection system type. The City of Waukesha can customize the type of systems they would like LIV to track. Below is a list of the more common system types tracked by other fire departments. LIV does have the option to track additional system types not listed below upon request. Pricing listed below will be guaranteed for the term of the contract, unless approved and agreed upon by The City of Waukesha Fire Department and LIV.

City Recovery Fee

The City of Waukesha Fire Department may choose to add an additional recovery fee onto the amount that LIV already collects and retains from the 3rd Party Inspection Company. (Please refer to detailed cost proposal in attached sealed envelope.) LIV will add the additional fee set by the city to the total amount collected from the 3rd Party Inspection Company. LIV will remit back the amount of the City's fee on a quarterly basis. There are no additional processing charges to the City for this option.

Additional Explanation on Fee's

- Pricing for the life safety systems above will be charged to the 3rd party inspection companies at a per system type, per location.
- (Example) if a restaurant has 3 commercial hood suppression systems the total cost will be \$15. The first report will be charged, the next 2 reports will be uploaded at no additional cost.
- Fire extinguishers are NOT charged per extinguisher. The cost is for the entire premise.
- Deficiency repairs made by the initial company that reported them will not be charged any additional cost. If a new company comes in to repair deficiencies they will be charged for submitting a new report.
- Fire Departments choose what system types they would like LIV to track. Any system not listed will need to be approved by both parties. LIV does have capability to add any additional system types not listed below.



Cost Proposal

Cost Proposal	Frequency	Unit Price	City Recovery Fee	Total
Access to LIV	Unlimited	\$0	\$0	\$0
Initial / On Going Training	Unlimited	\$0	\$0	\$0
Technical / Customer Support	Unlimited	\$0	\$0	\$0
Fire Alarm	Annually	\$13	\$ TBD	\$ TBD
Fire Sprinkler	Annually	\$13	\$ TBD	\$ TBD
Fire Sprinkler 5 Year	5 Years	\$13	\$ TBD	\$ TBD
Standpipe	Annually	\$13	\$ TBD	\$ TBD
Fire Pump	Annually	\$13	\$ TBD	\$ TBD
Fire Hydrant	Annually	\$13	\$ TBD	\$ TBD
Backflow	Annually	\$0	\$ TBD	\$ TBD
Commercial Hood Suppression	Semi-Annual	\$13	\$ TBD	\$ TBD
Commercial Hood Cleaning	Per Cleaning	\$13	\$ TBD	\$ TBD
Fire Extinguishers	Annually	\$5	\$ TBD	\$ TBD
Active Smoke Control System	Annually	\$13	\$ TBD	\$ TBD
Clean Agent System	Semi-Annual	\$13	\$ TBD	\$ TBD
Dry Chemical Suppression	Semi-Annual	\$13	\$ TBD	\$ TBD
Elevator	Annually	\$13	\$ TBD	\$ TBD
Emergency Generator	Annually	\$13	\$ TBD	\$ TBD
Additional Systems Tracked By Fire Department	TBD	\$ TBD	\$ TBD	\$ TBD
Total				\$ TBD