



ROBERT L. QUINN
COMMISSIONER

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

April 28, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, to enter into an agreement with KFT Fire Trainers, LLC (VC#166651-B001) 5 Pearl Court, Unit D, Allendale, NJ in an amount of \$92,093.00 to upgrade the Live Fire Trainer prop location at the NH Fire Academy. Effective upon Governor and Council approval through June 30, 2023. 100% Revolving Funds.

Funds are available in the SFY 2023 operating budget.

02-23-23-237010-40650000 - Dept. of Safety - FSTEMS - Fire Stndrds & EMS Admin
048-500226 Contract Repairs; Bldg., Grounds
Activity Code: 2370

SFY 2023
\$92,093.00

EXPLANATION

This agreement is to upgrade the building control and computer system in the T-2000 live fire training burn building at the NH Fire Academy and to incorporate additional safety features. The T-2000 live fire training building is a concrete structure that has two live fire burn rooms that consist of a kitchen and a bedroom fireplace. This live fire training burn building is fed by propane and is controlled by an operator station which controls the different fireplaces, smoke generator machines and gas detection systems.

This system upgrade will bring the building systems components to the current standard as well as provide additional safety features and a new smoke generation system. The last system upgrade was performed in 2014. When conducting live fire training within this burning building, it is essential to have fully functional safety systems in place to safeguard the students and instructors operating the training evolution. The gas detection system monitors the propane gas levels to ensure they remain at acceptable levels throughout the entire burn building, in the event propane levels increase the safety systems of the building will shut the live fire down and initiate the exhaust system.

The Division posted RFP DOS 2023-005 on Purchase and Properties website on March 14, 2023 which closed on April 5, 2023. The proposal KFT Fire Trainers submitted was selected as the highest scoring and lowest cost proposal.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

Upgrade Fire Training Burn Building

Bid RFP DOS 2023-005

Criteria				
VENDOR	Technical Proposal Maximum 40 pts	Vendor Qualifications & Experience Maximum 20 pts	Price Proposal Maximum 40 pts	Total Points
Alpine Metal Tech North America (AMT)	26	14	15	55
KFT Fire Trainer, LLC	40	20	40	100
				0

Definitions of each Scoring Criteria				
Technical Proposal	Discription of plan to upgrade computer system incorporating safety features.			
Vendor Qualifications & Experience -	Experience, credentials, licensures, and qualifications of individuals employed by the contractor			
Price Proposal	Cost of vendor's plan of operation.			

Evaluation Committee Members and Qualifications

Jeffrey Phillips	Assistant Director of Division of Fire Standards & Training and Emergency Medical Services			
Arnold Anderson	Bureau Chief, Training and Certification Bureau			
Ted Tillson	Captain, Training and Certification Bureau			
Dan Tice	Program Coordinator, Training and Certification Bureau			

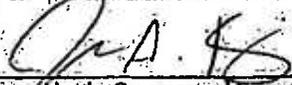
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION:

1.1 State Agency Name Department of Safety, Division of Fire Standards & Training and Emergency Medical Services		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name KFT Fire Trainer, LLC		1.4 Contractor Address 5 Pearl Court Unit D, Allendale, NJ 07401	
1.5 Contractor Phone Number 201-300-8100	1.6 Account Unit and Class 02-23-23-237010-40650000-048	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$92,093.00
1.9 Contracting Officer for State Agency Justin Cutting, Director		1.10 State Agency Telephone Number 603-223-4200	
1.11 Contractor Signature  Date: 4/17/2023		1.12 Name and Title of Contractor Signatory William R. Lane, President & CEO	
1.13 State Agency Signature  Date: 4/26/23		1.14 Name and Title of State Agency Signatory Edyta J. Domian, Deputy Director of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/17/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A – SPECIAL PROVISIONS

KFT Fire Trainer, LLC and the State of New Hampshire, Division of Fire Standards & Training and Emergency Medical Services agree to replace Section 13. Indemnification paragraph of the P37 form with the paragraph listed below:

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, or property damage, asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 terminates at the completion of the warranty period.

EXHIBIT B

2. EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.

KFT Fire Trainers, LLC shall provide the following services in accordance with RFP DOS 2023-005 to the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services. The contract period is effective upon Governor & Council approval through June 30, 2023. This contract is null and void if the Governor and Council does not approve it.

Summary: In 2019, the NFPA committee assigned to publication 1402 made significant changes to the existing document. The language in the 2012 document was a recommendation. The current language dictates compliance subject to the Authority Having Jurisdiction (AHJ) acceptance. To comply with NFPA 1402 Standards, all class B appliances must be retrofit to add additional safety features. KFT has conducted several NFPA 1402 upgrades to existing customer sites.

As such, KFT proposes retrofitting all fireplace burner controls, replacing all valves, piping and rewiring where it is required. This upgrade will also replace the existing PLC 5 to a new Allen Bradley PLC ControlLogix as described below as well as replace the current controls including a new PC and one wireless control for each fireplace.

2A: Proposal 1 Details:

1. NFPA 1402-2019, Standard on Facilities for Fire Training and Associated Props, related upgrades:

- **Safety shutoff valves:** NFPA 1402 Section 8.2.6.11.10 requires two safety shutoff valves wired in parallel and piped in sequence for the pilot and main flame gas piping. Conventionally, this is known as a "double blocking valve". All mechanical cabinets in the equipment rooms contain a line of gas piping commonly called a gas train. The double blocking valve is located within the gas trains supplying fuel to the pilot and main flame.
 - Sites containing type II oil-based smoke generators should also retrofit the mechanical gas train, however, KFT intends to replace the smoke generators as discussed in 2B Proposal 2.

Associated with this retrofit, based on the double blocking valve requirement in the standard, the outside main gas valve, the Maxon Valve, will be removed no longer requiring the operator to go outside of the building to reopen the gas valve after an Emergency Stop activation to reset the gas flow to the inside equipment. Eliminating this valve will also prevent costly repairs or replacements in the future or lengthy system downtimes related to procuring this valve.

The second stage regulator and the high-pressure safety switch will remain to ensure the supply of gas pressure going into the building is per specification.

- **High temperature setting:** Section 8.5.5.6.3 requires a high temperature setting of 500°F or 50°F below the temperature limits of all PPE. The committee found that face shields for the SCBA have a max temperature rating of 500°F. This temperature is measured at the five-foot thermocouple. After the upgrade, the ventilation fans will go to low speed at 450° and high speed

with emergency shutdown at 500°. The proprietary KFT Fire Trainer Software will be updated to reflect this change in the State of New Hampshire system.

- **Operator Present Pendant Feature (Deadman):** Section 9.5.4.2.1.1 requires all control pendants to have positive pressure on the button or trigger that activates the main flame for the appliance. The proprietary KFT Fire Trainer Software will be updated to reflect this change in the State of New Hampshire system for the existing pendants. These existing pendants can remain in use as a backup to the new wireless controls should become dame or go missing. The new Wireless Controls come standard with this Deadman feature.
- **Direct Monitoring Combustible Gas Detection:** Section 8.5.5.7.9 requires all systems to have a sensor that is non-poisonable, i.e. I/R Gas Sensors. The State of New Hampshire system has already been retrofitted with I/R gas sensors. No changes to the system will be required during this upgrade.

2. Programmable Logic Controller (PLC) Replacement:

The existing PLC currently used to execute the Proprietary KFT Fire Trainer Live FireTrainer® Software is no longer manufactured and limited/unavailable aftermarket parts incur significant risk to the end user. To prevent loss of operation to the system, replacement of this equipment is included in this proposal. KFT will upgrade the existing PLC 5 to a new Allen Bradley ControlLogix PLC with updates to the supporting proprietary Live FireTrainer® software including:

- Upgrade existing PLC 5 to new ControlLogix PLC
- New Allen Bradley PLC ControlLogix
- New Allen Bradley input modules
- New Allen Bradley output modules
- New Allen Bradley analog modules
- New Allen Bradley Ethernet adapter modules

The New Allen Bradley PLC ControlLogix components supplied by KFT Fire Trainer have a current Allen Bradley Lifecycle Status of ACTIVE. This Active status confirms that KFT is providing you with the most current offering within the Allen Bradley offerings in this category ensuring the State of New Hampshire will have access to replacement parts and support for many years to come.

- **Control room computer replacement:** KFT will replace the existing computer for the burn building by providing a new Computer with a touch screen monitor or by installing a new EX-series touch panel on the master PLC cabinet. With technological advancements over the last 20 years, this digital display contains the same functionality as the existing computer including gas sensor diagnostic services, daily operational readiness tests, burn room scenarios, cold smoke applications and scenario reporting.
 - This new interface will also allow remote monitoring and diagnostic capabilities for the fire training system if allowed by the end user's IT procedures.
 - This tool allows KFT to remotely monitor, troubleshoot, and update all Control System Hardware in the Fire Training System. This includes all PLC's and associated I/O, PC's, Servers, and HMI's to see exactly what your operators see

to assist in understanding issues and also allows KFT to look 'behind the scenes' at the status of all control hardware to assist with troubleshooting.

- End User supplied Wired or Wireless internet required.
- This tool does not permit KFT access to the end user network. The remote diagnostics tool will provide KFT access to the Customer FireTrainer hardware only. Any other attempts to connect to the building from unauthorized parties will be blocked by the hardware firewall.)

2B: Proposal 2 Details:

KFT will replace the existing smoke generators with our latest designed smoke generator using water/glycol-based smoke fluid, Safety Data Sheet Attached. The smoke generator will be installed as an assembly including a shut-off switch that will detect if the smoke fluid reservoir is running low to prevent damage to the smoke generator. The control of the Smoke will remain the same. The smoke generators can be utilized without the fire training system allowing flexibility of training operations for Fire Department or Other agency training if desired.

This update includes 5 gallons of KFT Extreme Density water-based smoke fluid.

Additional Proposal Details:

- **Safety Compliance:**
 - NFPA 70 – National Electrical Code
 - NFPA 1402 – Standards on Facilities for Fire Training and Associated Props
 - UL 508A – the Standard for Industrial Control Equipment
- **Logistics and Support:**
 - On-site start-up by a KFT Fire Trainer, LLC Technician
 - Operation & maintenance training (up to 8 hours for 8-10 Operators)
 - Operation & maintenance manual (3 hard copies, 1 electronic copy)
 - 1-year new parts warranty
 - 24/7 technical phone support (even during weekends & holidays!)
 - Installation and supervision for KFT Equipment by KFT Fire Trainer, LLC
 - All Shipping Fees included.
 - **The Proposals are valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.**

Summary

KFT further confirms that:

- The implementation of these components and KFT's on-site integration will not negatively impact future hardware or software upgrades as needed.

- The Start-up, Operation and Shut-down Procedures will remain as in the original system.
- The Control of the system via the operator pendant will not change from the original system with the exception of the addition of the Deadman as described above.
- The Wireless controls will be a new addition to the system. They operate similar to the existing wired pendant functionality, also including the new Deadman requirement.
- The User interface messaging, Compartment Temperature and LEL display information, and fireplace parameter capabilities do not change from the original system, although new functionality and data recording will be available via the new hardware.
- All changes and improvements will be demonstrated and explained during the handover training.

PROPOSAL COSTS:

2A: Proposal 1

1. To comply with the Upgrade Fire Training Burn Building, RFP DOS 2023-005:
 - Safety shutoff valves
 - High temperature setting
 - Operator Present Pendant Feature (Deadman)
 - Programmable Logic Controller (PLC) Replacement
 - Control room computer replacement

Please find pricing below to meet the requirements of RFP DOC 2023-005.
 Total Cost for Proposal 1- \$75,803

2B: Proposal 2

1. Replace existing smoke generator with new smoke machine utilizing water base smoke fluid.

Total Cost for Proposal 2 - \$16,290

TOTAL COST OF Proposal 1 & Proposal 2 = \$92,093.00

EXHIBIT C

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

PROPOSAL COSTS:

2A: Proposal 1

1. To comply with the Upgrade Fire Training Burn Building, RFP DOS 2023-005:

- Safety shutoff valves
- High temperature setting
- Operator Present Pendant Feature (Deadman)
- Programmable Logic Controller (PLC) Replacement
- Control room computer replacement

Please find pricing below to meet the requirements of RFP DOC 2023-005.

Total Cost for Proposal 1- \$75,803

2B: Proposal 2

1. Replace existing smoke generator with new smoke machine utilizing water base smoke fluid.

Total Cost for Proposal 2 - \$16,290

The cost of the services is \$92,093.00 and an invoice shall be submitted when services have been completed to:

State of New Hampshire
Department of Safety
Division of Fire Standards & Training and Emergency Medical Services
33 Hazen Drive
Concord, NH 03305
Email: AccountsPayable@dos.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that KFT FIRE TRAINER, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on May 27, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 709143

Certificate Number: 0006203000



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 11th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan

Secretary of State



KFT Fire Trainer, LLC
5 Pearl Court, Unit D, Allendale, Nj 07401, USA
Tel. +1 201 300 8100
Fax +1 201 300 8101
info-us@kft.firetrainer.com

17 April 2023

NH Fire Academy
Division of Fire Standards and Training & EMS
33 Hazen Drive
Concord, New Hampshire 03305

Attention: Heather Clough, Business Administrator

Subject: New Hampshire Agreement Form Number P-37 dated 17 April 2023
Consent to Sign

Dear Ms. Clough:

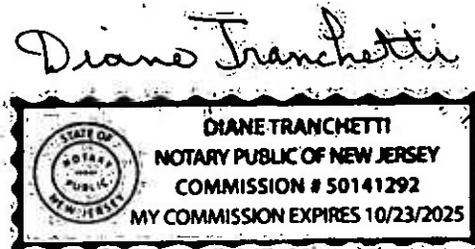
As Chair & Executive Director for KFT Fire Trainer, LLC, I confirm by this letter that the consents dated 9 December 2020, is still in effect and have not been repealed or revoked. Mr. William R Lane has the authority to sign the Agreement dated 17 April 2023 and continues to have signature authority.

Please contact me with any questions at (201) 300-8109, or by e-mail at mirza.lane@kft.firetrainer.com.

Very truly yours,


Mirza Lane
Chair & Executive Director
KFT Fire Trainer, LLC

Sworn to and subscribed
before me this
17th day April, 2023



KFT FIRE TRAINER, LLC
CONSENT IN LIEU OF A SPECIAL MEETING
OF THE BOARD OF MANAGERS

December 9, 2020

The undersigned, being all of the members of the Board of Managers of KFT Fire Trainer, LLC, a Delaware limited liability company (the "Company"), in lieu of holding a special meeting of the Board of Managers of the Company, hereby take the following actions and adopt the following resolutions by written consent pursuant to the Limited Liability Company Agreement of the Company and Section 18-404 of the Limited Liability Company Act of the State of Delaware:

ELECTION OF OFFICER

RESOLVED, that the following individual is hereby appointed as an officer of the Company in the capacity set forth opposite his name until his successor will be duly elected and qualified or until his earlier death, resignation or removal immediately after the closing of the transactions contemplated by that certain Stock Repurchase Agreement, as amended, by and between Keystone Capital XV, LLC, and KFT International, LLC dated July 28, 2020:

William R. Lane	President
-----------------	-----------

RATIFICATION OF OFFICERS

RESOLVED, that the Board of Managers of the Company hereby affirms that the following individuals are all officers of the Company:

William R. Lane	Chairman, President and Secretary
Jamie L. Davis	Vice President, CFO and Treasurer
Pete Gould	Vice President
Steve Williamson	Vice President

RATIFICATION

RESOLVED, that all acts and deeds heretofore done or actions taken by the Board of Managers, officers or any agent of the Company, for and on behalf of the Company, in entering into, executing, acknowledging or attesting to any

arrangements, agreements, instruments, or documents in carrying out the terms and intentions of the foregoing resolutions be, and each of them are, hereby in all respects ratified, approved and confirmed.

The actions taken by this consent shall have the same force and effect as if taken at a special meeting of the Board of Managers of the Company duly called and constituted pursuant to the Limited Liability Company Agreement of the Company and the laws of the State of Delaware.

This consent may be executed in two or more counterparts, each of which, shall be deemed an original and for all purposes, and together shall constitute one and the same consent.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

Mirza R. Lane



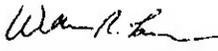
William R. Lane

David A. Greer

Peter L. Gould

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

Mirza R. Lane



William R. Lane

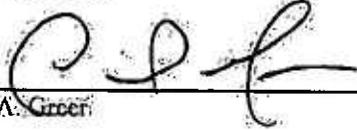
David A. Greer

Peter L. Gould

IN WITNESS WHEREOF, the undersigned have executed this consent as of the
date first written above.

Mirza R. Lane

William R. Lane



David A. Greer

Peter L. Gould

IN WITNESS WHEREOF, the undersigned have executed this consent as of the
date first written above.

Mirza R. Lane

William R. Lane

David A. Greer



Peter L. Gould

