147 CJG

State of New Hampshire

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

ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

April 23, 2024

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

REQUESTED ACTION

The Department of Safety, Division of Fire Standards & Training, and Emergency Medical Services (FSTEM) request authorization to enter into an agreement with KFT Fire Trainers, LLC. (VC#166651-B001). Allendale, NJ 07401 in an amount of $40,800.00 to provide maintenance services to the T-2000 Live Fire Trainer. Effective upon Governor and Council approval from July 1, 2024, through June 30, 2027. 100% Revolving Funds.

Funds are available in the SFY2025 operating budget and contingent upon availability and continued appropriations in SFY2026 and SFY2027 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

	SFY 2025	SFY 2026	SFY 2027
02-23-23-237010-40650000 – Dept of Safety - FSTEMS 103-500736 Contracts for OP Services Activity Code: 2370	$13,600.00	$13,600.00	$13,600.00

EXPLANATION

This agreement is for maintenance services to the T-2000 Live Fire Trainer at the Fire Academy. The T-2000 is used for fire drills and requires routine maintenance to ensure the systems' optimum performance and efficiency. The system is utilized to train firefighters during live fire evolutions on residential structures. The structural training system uses a concrete building where firefighters can train on kitchen and bedroom fire evolutions.

FSTEM posted the RFP on the State's Purchase & Property website on February 8, 2024 through February 27, 2024. The division received two proposals; of the two, KFT Fire Trainers, LLC received the highest total points on the rated criteria and they had the lowest bid.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

Maintenance for T-2000Trainer Live Fire Training System
Bid RFP DOS 2024-009

	Criteria			
VENDOR	**Vendor Company Viability Maximum 20 pts**	**Vendor Qualifications & Experience Maximum 40 pts**	**Pricing/Rates Maximum 40 pts**	**Total Points**
Kirila Fire Training Facitlies, Inc.	20	35	19.7	74.7
KFT Fire Trainer	20	40	40	100

Definitions of each Scoring Criteria						
Vendor Company Viability	Discription of organization, overall mission, experience and services of the organziation.					
Vendor Qualifications & Experience	Experience, credentials, licensures, and qualifications of individuals employed by the contractor					
Pricing/Rates	Cost of vendor's plan of operation.					

Evaluation Committee Members and Qualifications

Heather Clough	Business Administrator, Division of Fire Standards & Training and Emergency Medical Services			
Arnold Anderson	Bureau Chief, Training and Certification Bureau			
Theodore Tillson	Captain, 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 02-23-23-40650000-103-500736	1.7 Completion Date 6/30/2027	1.8 Price Limitation Not to exceed $40,800.00
1.9 Contracting Officer for State Agency Director Amy L. Newbury		1.10 State Agency Telephone Number 603-223-8020	
1.11 Contractor Signature Date: 03/27/2024		1.12 Name and Title of Contractor Signatory William R. Lane, President & CEO	
1.13 State Agency Signature Date: 4/23/24		1.14 Name and Title of State Agency Signatory Director Amy L. Newbury	
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: 04/30/24			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials WL
Date 03/27/2024

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.

Contractor Initials MM
Date 03/26/2024

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.

Contractor Initials WM
Date 03/26/2024

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

There are no modifications, additions, and/or deletions to the Form P-37.

Contractor Initials MA
Date 03/26/2024

EXHIBIT B

2. EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.

KFT Fire Trainer, LLC shall provide the following services in accordance with RFP DOS 2024-009 to the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services. The contract period is effective upon July 1, 2024 approval through June 30, 2027. This contract is null and void if the Governor and Council does not approve it.

Preventative maintenance to be performed:
This plan includes two (2) preventative maintenance visits per year to KFT supplied and installed equipment to support the Kitchen and Bed Fireplace operation. Work will be performed by a factory certified technician on items as described in the KFT T-2000 Fire Trainer® Operations and Maintenance manual provided at time of equipment delivery. This plan does not include system upgrades due to obsolete or unsupported hardware and/or software components.

The Preventive Maintenance visits will occur approximately every 6 months based on the training schedule of the Fire Academy.

The KFT Team consists of:

Main Company Contact	Jamie Davis, VP & GM
Customer Service Coordinator	Valerie Arsen - Scheduling, Estimates for Repair Work (if required), Spare Parts Estimates, Return Authorizations of materials (if required)
Field Service Coordinator	Tom Kennedy - Scheduling, Technical Support - Manages Field Service Technicians
Field Service Technicians	- 3 Local Technicians, with 20+ years of experience each - 5 Additional full time KFT Technicians available to meet customer scheduling requirements
KFT Engineers	- 5 Engineers to assist with remote troubleshooting if Field Technicians are not available

Contractor Initials MY
Date 03/26/2024

KFT Proposed SOW:

Preventive Maintenance Tasks
Check the operating performance of all fireplaces and adjust as required. IF repairs are required, see part D.4 of this proposal.
Confirm Flame heights at all levels, or variable flame height
Confirm Agent detection responses
Clean and/or replace all filter elements
Inspect all fans and blowers and lubricate all bearings
Inspect all pilot spark igniters; replace if required
Inspect and clean all pilot spark flame rods; replace if required
Inspect the fuel control station and confirm sensor settings; adjust as required
Clean the fuel control station inlet strainer
Inspect and calibrate all gas detection assemblies
Inspect and adjust all smoke generators
Inspect the Programmable Logic Controller battery; replace if required
Check and Confirm latest PLC Ladder Logic is installed (firmware updates performed as required)
Clean all equipment cabinets
Service report provided detailed work completed during the visit and any needed repairs
10% Discount off List Price for parts from KFT including smoke fluid and Span Gas
Remote access support - No Charge

Contractor Initials WM
Date 03/26/2024

24/7 Phone Support, including holidays, nights & weekends! - No Charge

Customer must provide agent to trainer equipment during preventative maintenance visits.

Additional items available from KFT Fire Trainer, not included in this proposal:

- Smoke Fluid
- Span Gas
- Annual 1402 inspection

KFT is not responsible for the following areas:

a. Tank Farms, Supply Lines and all components **not** supplied and installed by KFT.
b. System hardware that has been abused or damaged.
c. System hardware that has been repaired, modified, or replaced by third parties.
d. Loss of owner's ability to train because of conditions beyond KFT's control.
e. System hardware/software where parts, programs and material not supplied by KFT have disrupted the operation of the equipment.

In the event there are items that need corrective action outside of this contract, KFT will supply the Division a proposal for the cost of the repair. No corrective repairs will be completed without prior approval of the Division. These repairs will be based on the rates provided in this below.

Cost	Costs Per Year	Hourly Rate for Repairs	Travel Time	Materials Markup
Year 1: 07/01/2024 - 06/30/2025	$10,600.00	$190.00	$140.00	List minus 10%
Year 2: 07/01/2025 - 06/30/2026	$10,600.00	$190.00	$140.00	List minus 10%
Year 3: 07/01/2026 - 06/30/2027	$10,600.00	$190.00	$140.00	List minus 10%

Contractor Initials MY
Date 03/26/2024

EXHIBIT C

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

The cost of the maintenance services is broken out by fiscal year:

FY2025	$10,600.00
FY2026	$10,600.00
FY2027	$10,600.00

An additional $3,000.00 per fiscal year is added (if needed) for repairs not included in the agreement.

The contract price for the State's obligation will not exceed $40,800.00. Partial payments are accepted and invoices 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

Contractor Initials MR
Date 03/26/2024

Business Information

Business Details

Business Name:	KFT FIRE TRAINER, LLC	Business ID:	709143
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	05/27/2014	Name in State of Formation:	KFT FIRE TRAINER, LLC
Date of Formation in Jurisdiction:	05/27/2014		
Principal Office Address:	5 Pearl Court, Unit D, Allendale, NJ, 07401 - 1656, USA	Mailing Address:	5 Pearl Court, Unit D, Allendale, NJ, 07401 - 1656, USA
Citizenship / State of Formation:	Foreign/Delaware		
		Last Annual Report Year:	2024
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	arlene.rosenberg@kft.firetrainer.com	Phone #:	201-300-8100
Notification Email:	arlene.rosenberg@kft.firetrainer.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Manufacturer of fire training equipment.	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Mirza Lane / Member	5 Pearl Court, Unit D, Allendale, NJ, 07401, USA

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name:	C T Corporation System
Registered Office Address:	2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA
Registered Mailing Address:	2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
		No records to view.	

Filing History Address History View All Other Addresses Name History Shares

Businesses Linked to Registered Agent Return to Search Back

© 2022 State of New Hampshire.

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: **0006633635**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of March A.D. 2024.

David M. Scanlan
Secretary of State

KFT™

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

26 March 2024

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 26 March 2024 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 26 March 2024 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

Diane Tranchetti

STATE OF NEW JERSEY NOTARY PUBLIC
DIANE TRANCHETTI
NOTARY PUBLIC OF NEW JERSEY
COMMISSION # 50141292
MY COMMISSION EXPIRES 10/23/2025

Sworn to and subscribed before me this 26 day Mar, 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

Signature Page to KFT Fire Trainer, LLC Board Consent

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
300 Fellowship Road
Suite 200
Mount Laurel NJ 08054

CONTACT NAME:
PHONE (A/C, No, Ext): 888-273-8155 FAX (A/C, No): 856-482-1888
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Gotham Insurance Company	25569
INSURER B : Everest Indemnity Insurance Company	10851
INSURER C : Travelers Indemnity Company	25658
INSURER D : Charter Oak Fire Insurance Company	25615
INSURER E :	
INSURER F :	

INSURED KFTINTE-01
KFT Fire Trainer, LLC
5 Pearl Court, Unit D
Allendale NJ 07401

COVERAGES CERTIFICATE NUMBER: 1334764462 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			CF3GL00374-241	3/18/2024	3/18/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			BA-8X275284-24-14-G	3/18/2024	3/18/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EX202400003193	3/18/2024	3/18/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-8X275813-24-14-G	3/18/2024	3/18/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NH is a covered state under the Workers' Compensation policy.

CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE - DEPT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING AND
EMERGENCY MEDICAL SERVICES
33 HAZEN DRIVE
CONCORD NH 03305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD