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State of New Hampshire

DEPARTMENT OF SAFETY
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CONCORD, N.H. 03305
(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

June 10, 2024

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

REQUESTED ACTION

Pursuant to RSA 21-P:12-a(c), authorize the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services to enter into a **Sole Source** agreement with the International Association of Fire Fighters (VC#207503, B001) 1750 New York Avenue NW, Washington, DC 20006 in the amount of \$42,000.00 to provide training for the IAFF Fire Ground Survival Train-the-Trainer program. Effective upon Governor and Council approval through August 31, 2024. Federal Grant Funds are available in FY 2025.

Activity Code: 2370
02-23-23-237010-33400000 Fire Standards & Training Grant
103-502664 Contracts for Operations Serv
Activity Code# 23IAFF2021 Grant

FY2025
\$42,000.00

EXPLANATION

The purpose of this sole source agreement is to have the International Association of Fire Fighters (IAFF) offer a Train-the-Trainer for the IAFF Fire Ground Survival program to fire instructors throughout the State. The program is licensed by the (IAFF); they are the sole organization that licenses the certification. The division pays IAFF a yearly licensing fee to run the program; the fee was approved by Governor & Executive Council on October 4, 2023, Item#89.

In 2013, the Division brought the IAFF into New Hampshire and delivered two Fire Ground Survival Train-the-Trainer programs to develop a cadre of instructors for the program. Over the past ten years, it has been discovered there is a need to train new instructors to continue to provide lifesaving training to firefighters statewide. The purpose of the Fire Ground Survival program is to ensure that training for MAYDAY prevention and MAYDAY operations is consistent between all firefighters, company officers, and chief officers. Firefighters must be trained to perform life-saving actions if they become lost, disoriented, injured, low on air, or trapped. These training exercises must be consistent throughout the fire service. This comprehensive Fire Ground Survival training program applies the lessons learned from Fire Fighter Fatality Investigations conducted by the National Institute for Occupational Safety and Health (NIOSH) that has been developed by a committee of subject matter experts from the International Association of Fire Fighters, the International Association of Fire Chiefs and NIOSH.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

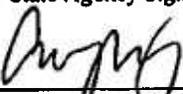
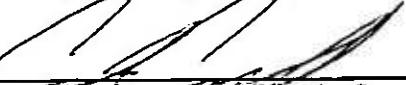
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 International Association of Fire Fighters		1.4 Contractor Address 1750 New York Ave NW, Washington, DC 20006	
1.5 Contractor Phone Number 202-737-8484	1.6 Account Unit and Class 02-23-23-231010-33400000-103	1.7 Completion Date 8/31/2024	1.8 Price Limitation \$42,000.00
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: 6/5/2024		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  Date: 6/11/24		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: 06/24/24			
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

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

EXHIBIT B

2. EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.

WHEREAS, the IAFF has developed and teaches the IAFF Fire Ground Survival Program.

WHEREAS NH Department of Safety, Division of Fire Standards & Training and Emergency Medical Services desires to provide the IAFF Fire Ground Survival Train-the-Trainer Course to its members.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the parties agree as follows:

Article 1 The IAFF shall provide the IAFF Fire Ground Survival Train-the-Trainer Course. ("Course" or "IAFF FGS TtT Course") to NH Department of Safety, Division of Fire Standards & Training and Emergency Medical Services ("Host Site") employees as provided in this Agreement. The tentative dates of the Course shall be August 5-8, 2024. The Host Site will be consulted on all details before the dates are finalized.

The IAFF FGS TtT Course is part of the IAFF's Fire Ground Survival Program ("IAFF FGS Program"). The purpose of the IAFF FGS Program is to ensure that training for MAYDAY prevention and MAYDAY operations is consistent between all fire fighters, company officers, and chief officers. Fire fighters must be trained to perform potentially life-saving actions if they become lost, disoriented, injured, low on air, or trapped. These training exercises must be consistent throughout the fire service. The IAFF FGS Program applies the lessons learned from Fire Fighter Fatality Investigations conducted by the National Institute for Occupational Safety and Health (NIOSH) and was developed by a committee of subject matter experts from the IAFF, the International Association of Fire Chiefs, and NIOSH. The IAFF is the only agency that provides the training program necessary to become a certified IAFF Fire Ground Survival Trainer and thus should be considered as "Sole Source." The IAFF FGS Program is the most comprehensive survival skills and MAYDAY prevention program currently available within the fire service. Incorporating federal regulations, proven incident management best practices, survival techniques from leaders in the field, and real case studies from experienced fire fighters, the FGS Program aims to educate all fire fighters to be prepared if the unfortunate happens.

The IAFF FGS Train-the-Trainer Program is a four-day workshop and has three main purposes. The first purpose is to review the online materials to increase the candidates' knowledge related to fire ground survival. The second purpose is to improve the candidates' ability to deliver the prepared classroom lessons to fire fighters from their department. The final purpose is

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to improve the candidates' ability to demonstrate and teach the practical survival skills that are part of the FGS Program curriculum.

The IAFF FGS TtT Course will focus on Preventing the MAYDAY, Being Ready for the MAYDAY, Self-Survival Procedures, Self-Survival Skills, and Managing a MAYDAY. Workshops will be taught by IAFF Fire Ground Survival Master Instructors. The workshop will begin at 8:00 am and end at 5:00 pm on most days, if all the learning objectives for that day are covered. One hour is provided for lunch. Workshops will be taught using small group learning methods to encourage student participation. Students will spend part of the time in a classroom setting and the rest of the time performing practical self-survival skills while wearing full personal protective equipment (PPE), including SCBA.

The IAFF FGS TtT Course utilizes IAFF FGS Master Instructors and is designed to certify FGS Instructors from within IAFF-affiliated fire departments from the ranks of fire fighters, company officers, and chief officers. These IAFF-Certified FGS Instructors will have the ability to train their fire department's recruits and incumbents who have completed the FGS Online Awareness Course. IAFF-Certified FGS Instructors enhance these training sessions and increase retention by utilizing the FGS Classroom Instruction in addition to the FGS Online Awareness Course materials. IAFF-Certified FGS Instructors are also certified to deliver the FGS hands-on skills training. Additionally, IAFF-Certified FGS Instructors are certified to train selected members from their fire department as FGS Assistant Instructors (for an additional fee to the IAFF) to assist in delivering the FGS Operations Course.

In order to receive a certificate of completion for the IAFF FGS TtT Course, all participants must: complete the Fire Ground Survival Online Awareness Course; be a fire fighter or be employed by a fire department and involved in a fire service training program; have at least one year of teaching experience; have a demonstrated ability to teach from prepared materials; and be certified to the NFPA Instructor I level or equivalent.

Members successfully completing the IAFF FGS TtT Course will receive an IAFF-Certified Instructor Certificate.

Article 2 NH Department of Safety, Division of Fire Standards & Training and Emergency Medical Services will be a host site for up to 30 participants, and the host site shall pay a fixed fee of \$42,000 ("Fee") in U.S. funds. As part of this Fee, the IAFF will provide all required training manuals and resource materials. Each student for the IAFF-Certified FGS Instructor Program will be required to have these teaching aids. As part of this Fee, the IAFF-Certified FGS Instructor will be certified by the IAFF.

Payment in full of the Fee is due 30 days after the last day of the Course. This Agreement will go into effect upon approval of New Hampshire Governor

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and Council. Payment is required in full before participants will be provided their FGS TtT Course Certificates. If the Host Site does not have 30 participants, it may also consider contacting neighboring IAFF affiliates and departments to seek additional participants. In these cases, the Host Site may collect a registration fee (set by the Host Site) from each added participant to offset the training cost.

The hosting fee covers the costs for seven IAFF FGS Master Instructors (including travel-related expenses such as airfare, hotel accommodations, and ground transportation), FGS signage and shipping, FGS manuals and teaching aids (including instructor guides, power point presentations, and practical skills evaluation sheets) and shipping, and FGS TtT course certificates. All materials will be sent immediately after the Agreement, signed by the Host Site, is received.

Payment shall be made by check, money order, electronic fund transfer or credit card (VISA, MasterCard, American Express, or Discover only). Checks or money orders, in U.S. funds (or CAD equivalent) shall be made payable to the International Association of Fire Fighters.

The course fee is non-refundable.

Article 3 The Host Site shall provide a facility ("Course Site") to the IAFF to teach the Course at no charge to the IAFF. The Course Site used to conduct IAFF FGS skills training shall meet the following requirements:

Training Classroom:

- Enough tables and chairs to seat 30 participants, plus seven instructors
- The classroom must be free of distractions and at a comfortable temperature for the students.
- LCD projector and projection screen, computer with external speakers, and a reliable internet connection.
- Two (2) easels and easel pads or dry-erase boards with markers.
- Copy machine.
- Printer.
- Electrical extension cords.

Training Structure Facility (e.g., Training Building, Training Tower):

- Three or more floors with windows on each floor where ladders can be positioned.
- Three or more rooms no less than 10 feet x 10 feet. Rooms shall have movable furnishings that can be moved from room to room. Rooms shall be able to be darkened.
- Anchoring points must be available on each floor for securing belay systems.
- Two or more entrances/exits to structure.
- Electrical sources must be available.

Training Grounds:

- Flat surface around training structure for ground ladder placement.
- Large area where multiple skills can occur without interfering with each other. An area of 100 feet x 100 feet or more is recommended. Three smaller areas of less than 100 feet x 100 feet are allowable.
- At least one working fire hydrant and ability to use water at no cost to the IAFF.
- The host site is required to assemble the provided training props (at their own expense) prior to the start of the course using plans provided by the IAFF.

In addition, the Host Site shall provide the following equipment, at no charge to the IAFF, to teach the course:

Training Equipment:

- 600 feet of initial attack hoseline
- Self-Contained Breathing Apparatus (SCBA) and mask facepiece for each student
- One extra SCBA cylinder for each student
- SCBA cylinder refill capabilities
 - NOTE: Students from outside the Host Site's organization must furnish their department issued SCBA, mask facepiece, and spare SCBA cylinder(s)
- Radios (minimum of 10) with at least two channels/frequencies that can be dedicated for training exercises. One frequency/channel will be used by students in performing radio communications skills required during simulated MAYDAYs. The second frequency/channel will be used by instructors to communicate with medical personnel if a fire fighter is injured.
- Two 24-foot extension ladders
- Short or cutdown ladder (72-75 inches)
- Four (4) Flashlights
- (12) Hand tools, including four (4) axes and four (4) Halligan bars
- Portable speaker to play "Fire Ground Sounds" music file
- Extension cord
- Pre-Incident Plan and photographs (all four sides and roof view, if possible) of a structure specific to the Host Site's response area

Personal Protective Clothing and Equipment:

- Structural firefighting ensemble meeting the requirements contained in NFPA 1500, Standard on Fire Department Occupational Safety, Health and Wellness Program, including: helmet, coat, trousers, boots, hood and gloves.
- Personal equipment normally carried by jurisdiction's fire fighters (i.e., flashlight, wire cutters, axe, etc.)

Medical and Logistical Facilities and Equipment:

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- Area out of direct sunlight that can be used for rehabilitation, with cooling and warming capabilities.
- Medical kit (At a minimum, kit must contain essentials needed to provide basic life support care including airways, dressings, and a variety of first aid equipment.)
- Radios available to instructors (can be included in the ten required for training) with two dedicated frequencies/channels. One frequency/channel will be used by students in performing radio communications skills required during simulated MAYDAYs. The second frequency/channel will be used by instructors to communicate with medical personnel if a fire fighter is injured.
- Water
- Restrooms

Article 4 Once a course date has been confirmed, the course cannot be postponed due to a lack of registrants. The workshop may only be postponed or canceled due to the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to perform under this Agreement. If a course is postponed under this Article, the Host Site can reschedule it to a future date. The IAFF will not be responsible for refunding any expenses incurred by the Host Site or any other individual or entity should a postponement or cancellation occur under this Article.

Article 5 To protect the integrity of the IAFF FGS Program and the interests of the members of the IAFF, and to ensure that the IAFF FGS Program is delivered properly and only as intended, a formal licensing policy has been implemented that specifies the way in which this IAFF FGS Program can legally be used.

Third party training organizations (limited to federal, state or provincial agencies; state/provincial fire academies; and colleges/universities that conduct fire fighter training) may apply for a Limited License. Such Limited Licenses allow third party training organizations or regional consortiums to use and teach the IAFF FGS Program for purposes of training fire fighters when the training is not provided or available from their fire department. Limited Licensees shall not use the IAFF FGS Program to train any person without first obtaining a written agreement with the fire department to which the person is employed.

A Limited Licensee must have at least two (2) members who have completed the IAFF FGS TtT Course to hold a Limited License and be able to deliver the IAFF FGS Operations Course to members of fire departments that they have a written agreement with.

The licensing policy ensures that the IAFF FGS Program used by the Licensee fully covers every aspect of the IAFF FGS Program, including all

required safety measures. Any use of the IAFF FGS Program without a license or any misuse of the IAFF FGS Program is a violation of the IAFF copyright on this IAFF FGS Program.

Terms and Conditions of a Limited IAFF FGS License

If an entity is granted a limited license under this Agreement, a Limited IAFF FGS License is granted to allow the use of the IAFF FGS Program for purposes of training fire fighters when the training is not provided or available from their department. Any attempt by the Limited Licensee to use only a portion of the IAFF FGS Program or to use the IAFF FGS Program without the proper safety measures and IAFF-Certified FGS Instructors is inconsistent with the scope of this License and is therefore prohibited.

IAFF FGS Limited Licenses shall only be issued to third party training organizations or regional consortiums that are:

- Federal, state, or provincial governments or agencies.
- State or provincial fire academies.
- Colleges/universities that conduct fire fighter training courses; or
- Regional consortiums of fire departments within a state or province.

As a condition of receiving a Limited License, an applicant must agree that it will conduct the IAFF Fire Ground Survival Program in accordance with the IAFF's licensing requirements. The Limited Licensee shall:

- Utilize only IAFF-Certified FGS Instructors (FGS Assistant Instructors are not allowed to be used by Limited Licensees).
- Build/purchase the required FGS Program's equipment and props and verify that such equipment and props conform to all specifications in the FGS Program.
- Ensure that it can administer the FGS Program in conformity with the specifications of FGS Program.
- Ensure that each trainee has completed the IAFF FGS online Awareness Course; and

To ensure compliance with this policy, the IAFF will conduct on-site reviews and audits of facilities holding a Limited License, and the Limited Licensee must agree to fully cooperate with such efforts. The on-site review and audit will include, but is not necessarily limited to, the following:

- Verification of FGS training procedures and use of FGS Program training materials.
- Verification of IAFF-Certified FGS Instructors.
- Equipment inspection to ensure all equipment and props meet the FGS specifications; and
- Verification of roster of all trained individuals.

The IAFF will provide to the Limited Licensee a custom certificate template for the fire department. The certificate template will be utilized by the fire department to present to those members who successfully complete the FGS Operations Course.

To ensure that the IAFF has adequate resources to conduct on-site reviews and audits, Limited License holders will be charged an annual licensing fee of five thousand dollars (\$5,000). Limited Licenses will continue to be non-transferable, non-exclusive and revocable at will for any reason.

All licenses are non-transferable, non-exclusive, and terminable at will for any reason and at any time. The IAFF specifically reserves the right to terminate the license by written notice for any reason, effective immediately upon receipt of such notice by the other party, and any fees already paid by the licensee at the time of termination are nonrefundable. The IAFF owns the copyright and other related rights to the work entitled "Fire Ground Survival Program."

Article 6

If the IAFF is found liable by an arbitrator or court of competent jurisdiction to Host Site (or to any others for whom Services are provided) for an action under this Agreement, or otherwise in connection with the Services, for loss or damage to which any other persons have also contributed, the IAFF's liability to the Host Site will be several, and not joint and several with such others, and will be limited to the IAFF's fair share of that total loss or damage, based on the IAFF's contribution to the loss and damage relative to the others' contributions. No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time will affect any assessment of the IAFF's proportionate liability hereunder, nor will settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.

Article 7

The Course, and any written, printed, graphic, or electronically or magnetically recorded information developed in accordance with this Agreement, shall be the sole and exclusive property of the IAFF. In addition, any written, printed, graphic, or electronically or magnetically recorded information furnished by the IAFF for use in carrying out the provisions of this Agreement is the sole property of the IAFF. The IAFF owns the proprietary rights to this Program. This proprietary and confidential information includes, but is not limited to, Course Materials, client lists, marketing information, and information concerning the IAFF's employees, donors, benefactors, products, services, prices, operations, and subsidiaries not otherwise available in the normal course of events. The Host Site will keep this information in the strictest confidence and will not disclose it by any means to any person except with the IAFF's written approval, and only to the extent necessary to perform under this Agreement. This prohibition also applies to Host Site employees and agents.

Article 8

The IAFF has copyrighted the IAFF Fire Ground Survival (FGS) Program to prevent unauthorized use of this Program. The IAFF owns the exclusive right

International Association of Firefighters

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to reproduce copies of the IAFF FGS Program; to prepare derivative works from the IAFF FGS Program; to distribute the IAFF FGS Program to the public; and to publicly display this work. The copyright on the IAFF FGS Program is registered with the United States Copyright Office. Because of this registration, the IAFF may invoke certain remedies in a lawsuit for copyright infringement. These remedies include actual damages, injunction, any profits realized by the infringer, and statutory damages, including attorneys' fees and litigation costs. The IAFF's copyright on the IAFF FGS Program is also afforded complete protection in Canada pursuant to the Universal Copyright Convention. The IAFF reserves all rights under Canadian and international law for copyright infringement and for any illegal use, distribution, copying and creation of derivative works that are not allowed by this license. The IAFF may invoke certain remedies in a lawsuit for copyright infringement. These remedies include actual damages, injunction, any profits realized by the infringer, and punitive damages.

Any use of the IAFF FGS Program is only allowed within the terms and conditions in the licensing agreement described above, which must be strictly adhered to by all licensees. This agreement states that the licensee may only use the IAFF FGS Program in its entirety.

This copyright protection extends to any derivative fire ground survival program that is "substantially similar" to the IAFF FGS Program. Further, the IAFF does NOT grant a license for the creation of derivative works or works that are based on whole or in part on the IAFF FGS Program. This includes works that are written as well as oral. Specific, written permission is necessary from the IAFF to create derivative works.

While the IAFF may permit the reproduction and reprinting of the IAFF FGS Program upon request, this does not authorize the licensee to reprint or reproduce, in whole or in part, the IAFF FGS Program. Specific, written permission is necessary from the IAFF to reprint or reproduce the FGS Program. The IAFF reserves all rights and remedies for copyright infringement for any illegal use, distribution, copying or creation of derivative works that are not covered by this license.

The IAFF is entitled to, and will, institute legal action against any infringement of its exclusive rights or its licensing agreement. The remedies for copyright infringement include obtaining an injunction to prevent further infringement and to ensure the destruction of unauthorized copies. They also include the recovery of any damages suffered by the IAFF, recovery of the profits of the infringer, and the recovery of attorneys' fees and costs of the litigation.

Article 9 Any notices required to be given under this Agreement by any party to another must be affected in writing by personal delivery, or by mail, registered or certified postage prepaid with return receipt requested (or delivery by private carrier, e.g., UPS, FedEx, with signature required). Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party

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may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

- Article 10 If any provision of this Agreement is: (i) held by an arbitrator or a court of competent jurisdiction to be invalid, void, or unenforceable, or (ii) invalidated by state law enacted after the parties entered into this Agreement, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- Article 11 No failure or delay by the IAFF in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- Article 12 The Host Site is an independent entity, and neither the Host Site, nor its agents or employees, shall be considered employees or agents of the IAFF. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture or grant of a franchise between the IAFF and the Host Site. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of or on the behalf of the other, except to the extent and for the purposes provided herein.
- Article 13 This Agreement will be governed by and construed in accordance with the laws of the State of New Hampshire. The parties agree that each has drafted and reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any revision or exhibit thereto.
- Article 14 This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof. This Agreement supersedes all prior agreements, either oral or written, between the parties and contains all the representations, covenants, and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, which is not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the parties. When the terms and conditions between the State of New Hampshire P37 contract documents and the IAFF agreement conflict, the terms of the State of New Hampshire P37 contract supersede the IAFF agreement.

Article 15 The Articles and other headings contained in this Agreement are meant to organize the document and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

Article 16 Each person signing below on behalf of any entity hereby represents, warrants and covenants that he/she does so with full and complete authority to so bind the party on whose behalf he/she is signing to each, and every obligation set forth in this Agreement. This Agreement is:

EXHIBIT C

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

The total cost of this agreement is \$42,000.00. Account number 02-23-23-231010-54090000-072-500574, Activity 23HS08SHTR/J. Partial payments accepted and invoices shall be submitted 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



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248162362
Oct. 07, 2013 LTR 4167C 0
53-0088290 000000 00

00015278

BODC: TE

INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS
% WARREN F MAY
1750 NEW YORK AVENUE NW
WASHINGTON DC 20006

017405

Employer Identification Number: 53-0088290
Group Exemption Number:
Person to Contact: Mr. McQueen
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Sep. 26, 2013, request for information about your tax-exempt status.

Our records indicate that you were issued a determination letter in October 1940, and that you are currently exempt under section 501(c)(5) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(5) of the Code.

Because your subordinate organizations are not an organization described in section 170(c) of the Code, donors may not deduct contributions made to them. They should advise their contributors to that effect.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Richard McKee, Department Manager
Accounts Management Operations



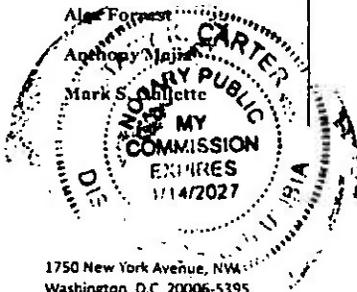
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

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1750 New York Avenue, NW
Washington, D.C. 20006-5395
(202) 737-8484

IAFF.ORG

June 4, 2024

State of New Hampshire
Department of Safety
Division of Fire Standards & Training
Emergency Medical Services
33 Hazen Drive
Concord, NH 03305

To Whom It May Concern:

I, the undersigned Frank V. Lima, General Secretary-Treasurer of the International Association of Fire Fighters, do certify that:

Edward A. Kelly, General President of the International Association of Fire Fighters (IAFF) has the authority to bind the IAFF in the capacity as General President, as per a vote of the IAFF governing body held on July 25, 2012. This authority is still in effect, and has not been repealed, amended, or revoked.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 5 day of June, 2024.

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

By: Frank V. Lima (Signature)

Frank V. Lima
General Secretary-Treasurer
International Association of Fire Fighters

District of Columbia
Signed and sworn to (or affirmed) before me
on 6/5/2024 by FRANK V. LIMA
Name(s) of Individual(s) making Statement

[Signature]
Signature of Notarial Officer
NOTARY PUBLIC
Title of Office

My commission expires: 11/14/2027

