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State of New Hampshire

DEPARTMENT OF SAFETY
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CONCORD, N.H. 03305
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ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

54

April 4, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Executive Council
State House
Concord, NH 03301

REQUESTED ACTION

Pursuant to RSA 21-P:12-a,II(c), authorize the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services to enter into a **sole source** agreement with International Association of Fire Fighters (VC#207503, B001) 1750 New York Avenue NW, Washington, DC 20006 in the amount of \$34,059.00 for the purpose of providing training for the Hazardous Materials Technician program. Effective upon Governor and Council approval through June 30, 2025.
100% Intra Agency Transfers

Funds are available in FY2025 in the following Department of Safety, Division of Standards & Training and Emergency Medical Services account.

02-23-23-237010-56790000 HLS Training Grants	<u>FY2025</u>
103-502664 Contracts for Operations Serv	\$34,059.00
Activity Code# 23FSTEMS2022HomeLnd Grant	

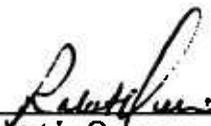
EXPLANATION

The purpose of this **sole source** agreement is to have International Association of Fire Fighters (IAFF) offer a Hazardous Materials Technician program for the Division of Fire Standards & Training and Emergency Medical Services. This training program is crucial to ensure that first responders across the state are adequately prepared to handle hazardous materials incidents. While the Division previously had the capacity to offer this training, a reduction in experienced instructional staff due to retirements and ongoing recruitment and retention challenges has left the Division without enough qualified personnel to provide the program locally. Last year, the Division successfully brought the IAFF Hazardous Materials Technician training program to the state, addressing a critical training gap. The Division is national accredited by ProBoard and found the IAFF is the only independent organization listed as eligible to certify individuals to the Hazardous Materials Technician level.

Her Excellency, Governor Kelley A Ayotte
And the Honorable Council
04/04/2025
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The Hazardous Materials Technician national accredited training program course is a 10-day (80 hour), student centered, instructor-led training program for first responders. The overall goal of the program is to train responders to work at releases or potential releases of hazardous materials/weapons of mass destruction (hazmat/WMDs) and stop or prevent the release. IAFF instructors work with our local first responders and their operating procedures/guidelines to incorporate them in the class. IAFF instructors also identify locations where hazardous materials may be present to localize the program and better meet the needs of local responders. These instructors are experts in the realm of hazardous materials throughout the country and bringing this experience to the State is vital.

Respectfully submitted,



Robert L. Quinn
Commissioner of Safety

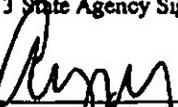
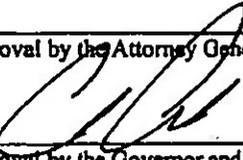
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

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 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 02-23-23-231010-56790000-103	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$34,059.00
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: 3/31/2025		1.12 Name and Title of Contractor Signatory Edward A. Kelly General President	
1.13 State Agency Signature  Date: 4/14/25		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: 04/16/2025			
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.

This Agreement ("Agreement") is made by and between the International Association of Firefighters (the "IAFF"), a 501(c) (5) non-profit organization with a principal place of business at 1750 New York Avenue, NW Washington, D.C. 20006 and NH Department of Safety, Division of Fire Standards & Training and Emergency Medical Services with a principal place of business at 98 Smokey Bear Blvd., Concord, NH 03301.

Article 1

The IAFF shall teach the following courses to Department of Safety, Division of Fire Standards & Training and Emergency Medical Services: One delivery of the 80-hour HazMat Technician course, that is a ten-day, participant-centered, instructor-led training program. Training includes defensive procedures for mitigation of hazardous materials spills, leaks and exposures, Topics include product identification, containers, isolation procedures, pre-incident planning, incident management, scene evaluation and termination, terrorism, toxicology, medical surveillance, emergency care, personal protective equipment (PPE) usage and limitations, and decontamination. The Courses shall be provided on mutually acceptable dates, times, and locations. The number of students attending the Courses shall be mutually agreed upon by the department and the IAFF. The IAFF will provide two instructors to teach, per course.

Article 2

Department of Safety, Division of Fire Standards & Training and Emergency Medical Services shall pay the IAFF \$34,059.00 dollars, in US currency, for ten days of delivery in exchange for teaching the HazMat Technician course(s) which shall include the following costs: shipping of any materials necessary to teach the Course (including student manuals, reference materials, and pocket guides) and all paperwork necessary for completion of the Course (including registration, forms, pre-tests, post-tests, and Pro Board certification fees) (collectively, the "-Course Materials"). In addition, the IAFF shall pay all compensation and travel expenses for course instructors (including airfare, hotel accommodations, and ground transportation).

Article 3

Department of Safety, Division of Fire Standards & Training and Emergency Medical Services shall provide a facility ("Course Site") to the IAFF to teach the Course at no charge to the IAFF. The facility shall be large enough to allow the IAFF instructors to separate the attending students into groups for scenario-based, hands-on learning. Department of Safety, Division of Fire Standards & Training and Emergency Medical Services shall provide easel pads, easels, a projector with sound, and a projector screen (collectively, the "Supplies") at the Course Site.

Article 4

In addition to providing the Course Site and Supplies as set forth in Article 3, the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services shall provide the additional materials and equipment, as set forth in Addendum I, at the Course Site prior to the Course at no cost to the IAFF.

International Association of Firefighters

Article 5

The Courses, 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 are the sole property of the IAFF. This proprietary 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 Department of Safety, Division of Fire Standards & Training and Emergency Medical Services 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 the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services employees and agents. On termination of this Agreement, Department of Safety, Division of Fire Standards & Training and Emergency Medical Services will return any confidential information in its possession to the IAFF.

Article 6

Any notices required to be given under this Agreement by either party to the other 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 may change the address 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 7

This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof. This Agreement supersedes any and all prior agreements, either oral or written, between the parties and contains all of 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 signed by the parties hereto. 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 8

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 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 9

If any dispute arises between the IAFF and the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services regarding the terms of this Agreement or any other International Association of Firefighters

matter relating to this transaction, such dispute shall be submitted to and resolved by binding arbitration pursuant to the laws of the State of New Hampshire and not by a lawsuit or resort to court process (except to the extent the laws of the State of New Hampshire provide for judicial review of arbitration proceedings). This includes any claim against the IAFF or the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services for breach of contract, negligence, or other wrongdoing. Disputes shall be arbitrated according to guidelines and standards adopted by the State of New Hampshire, if any, then in effect. The decision of the arbitrator shall be final and binding. The arbitrator or arbitrators shall have the discretion to order the losing party to reimburse the prevailing party for all legal costs and attorney's fees and the arbitrator's fees.

Article 10

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 reviewed and revised 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 11

The IAFF shall comply at all times, at its sole expense with all applicable laws and regulations pertaining to the development of the Course and Course Materials as set forth under this Agreement.

Article 12

This Agreement is deemed entered into and shall be performed in the State of New Hampshire. In the event of suit concerning the provisions of this Agreement, the parties hereby consent to the jurisdiction and the venue of the State of New Hampshire Courts.

Article 13

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 14

The Department of Safety, Division of Fire Standards & Training and Emergency Medical Services is an independent entity and neither Department of Safety, Division of Fire Standards & Training and Emergency Medical Services 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 Department of Safety, Division of Fire Standards & Training and Emergency Medical Services. 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 15

This agreement constitutes that payment is due 30 days upon completion of the Course. All checks should be made payable to the IAFF. For payment by credit card or electronic fund transfer (EFT), please contact the IAFF at 202-737-8484.

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

The IAFF may terminate this Agreement without cause upon thirty (30) days prior written notice.

Article 17

The performance of this Agreement by either party is subject to acts of God, war, government regulation, terrorism, disaster, strike, labor dispute, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

Classroom Materials

The following should be provided by the host organization:

- A classroom with a capacity for 25 participants plus 2 instructors
- 5 – 6 Tables and chairs for team activities
- Whiteboards and / or chart paper and markers

Skills Instruction and Evaluation Materials

An area 120' x 120' or larger is required to set up skills stations and staging apparatus / equipment. The area should include a water supply – hydrant and a fire engine.

The following materials shall be provided by the host organization for skills instruction and certification testing.

Logistics for obtaining these materials should occur well in advance of the anticipated training date to ensure all materials are available when needed.

Personal Protective Clothing (PPE)

Participants should be supplied with their own SFPC, SCBA and communications equipment.

SFPC

60-minute cylinders – one per participant plus one spare or the capability to refill at the training site.

SCBA including face piece

Gloves

Radios

Chemical Protective Clothing (CPC) Ensembles

Participants should be supplied with their own CPC. At minimum, there should be sufficient CPC for half of the class.

Level A suits – e.g., out-of-service Level A suits or training suits

Level B suits – Tyvek® coveralls with hoods

Chemical tape

Boots – large sizes 12 and up

Outer gloves

Latex or nitrile glove – 4 boxes

Air purifying respirators (if used by the AHJ)

In-suit communication devices that interface with the radio system

Heat exchanging units for suits (if available)

Hard hats

Chairs or stools used for donning and doffing

Detection, Monitoring and Sampling Equipment

The following are minimum requirements.

- 3- or 4-gas meter
- pH paper

The following are covered in class on Day 3.

- Multi-meter
- Temperature gun (non-contact thermal detector)
- pH paper
- Calibration equipment
- Sample collection equipment
- Colorimetric tubes
- Reagent papers
- Radiation detection
- Photoionization detector
- Sensors and multi-sensor instruments
- Flame ionization detectors

Medical Surveillance Equipment

Medical surveillance of responders to HazMat incidents is required by law. Medical surveillance must be provided in accordance with local SOPs/SOGs on Day 10. Equipment should include:

- Stethoscopes
- Blood pressure cuffs
- Thermometers
- Alcohol wipes
- Water cooler for iced water and disposable cups

Technical Decontamination Equipment

The following equipment, tools and supplies should be available for setting up and performing technical decontamination.

- 50-foot by 20-foot plastic sheet
- Engine or water supply
- 3-inch hose or larger to create an outer berm for the decontamination area – three sections and the ability to fill with water or air
- Duct tape – 4 rolls
- Garden hose – three sections 50-foot each and manifold to feed it from domestic water supply

or hydrant
Decontamination pools – 3
Grates for decontamination pools – 3
Broom handles – 3-6 (for personnel stabilization during decontamination)
5-gallon pails for decontamination solution – 4
Scrub brushes – 4-8
Dish detergent – 1 bottle
Shower wands – 3
Benches or chairs for doffing
Tubs or overpacks for waste – 4
Barrier tape – 1 red, 1 yellow
Traffic cones
Latex or nitrile gloves – 4 boxes

Product Control Equipment

Assorted flat pieces of rubber, minimum of 6" x 6" (15 x 15 cm)
Assorted flat aluminum sheets, minimum of 6" x 6" (15 x 15 cm)
Wooden dowel plugs
Rubber mallet
Adjustable nylon straps
Tool kit with non-sparking tools if available, otherwise standard tool set to include:
 Ratchet and socket set
 Assorted screwdrivers
 Pliers
 Bung wrench
 Tin snips
 Side cutters
 Vise grips
 Assorted C-clamps
 Hack saw
 Adjustable wrenches
 Garden hose gaskets
Overpack (salvage) drums – one poly, one steel
Drums for leak propane poly (35 or 55 gal. – 132 or 200 liters.), one steel (55 gal. – 200 liters)
Leak tree or similar prop
Drum levers
Drum dollies
Dome clamp for MC-306/DOT-406 tanker (and a tanker or prop to demonstrate use)
Hose lines – 50' and 100' 1 1/2" or larger
Neutralizing chemicals
Plastic siphon drum pump
Chlorine kits – A, B and C
Chlorine cylinder (100 or 150 lb.; 45 or 68 kg)
Chlorine ton container or prop – if available
Chlorine rail tank car dome prop – if available
Grounding/bonding materials

COLIWASA tubes – 12
Wet/dry (shop) vacuum cleaner and hose attachments
Flat shovel – plastic 2
Street broom – 2
Dustpan and brush
Assorted paint brushes
Heater hose – 12” to 18” (30-45 cm) in length, one 5/8” diameter, one 3/4” (1.9 cm) diameter
Golf tees – 12
3/4” (1.9 cm) PVC or steel pipe to simulated various leaks – slit, broken end, 1/8” (3.175 mm) holes in pipe (several), one open end – see picture
Sink faucet – 3/4” (1.9 cm) see picture in attachment

Chemicals for Demonstrations

16 – 32 ounces of:

Acetone
Muriatic acid
Ammonia solution
Toluene

HazMat Response Documentation

In accordance with NFPA® 1072, HazMat technicians must be skilled in preparing, reporting and documentation of HazMat response. Any standardized forms used by the AHJ should be available during training to ensure participants meet the requirements for certification.

Hazard and response information – detection, monitoring and sampling operations

Response planning – incident action plan
PPE use
Exposure reporting
Product control operations
Decontamination operations
Incident operations

EXHIBIT C

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

The total cost of this agreement is \$34,059.00. Upon completion of the services, 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



IRS 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
Richard McKee, Department Manager
Accounts Management Operations



INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

EXECUTIVE BOARD

Edward A. Kelly
General President

Frank V. Lima
General Secretary-Treasurer

VICE PRESIDENTS

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1st District

Mark Woolbright
2nd District

Jay Colbert
3rd District

Andrew Pennells
4th District

Mablon Mitchell
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Michael Glynn
11th District

Walter (Walt) Dix
12th District

Fred LaBlanc
13th District

Denny Todd
14th District

Chris Ross
15th District

James R. Johnson
16th District

TRUSTEES

Scott Marks

Anthony M. Ma

Mark S. Ouellette

March 3, 2025

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 3rd day of March, 2025.

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 3/2/25 by Frank V. Lima
Notary Public for the District of Columbia
Signature of Notarial Officer

Marie Teresa Ayo - Notary Public, District of Columbia
My commission expires November 30, 2027.

1750 New York Avenue, NW
Washington, D.C. 20006

IAFF.ORG





INTLASS-01

KFEGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/3/2025

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 Schoenfeld Insurance Associates, Inc. 6225 Smith Ave Suite B-150 Baltimore, MD 21209	CONTACT NAME: Karen Feger		
	PHONE (A/C, No, Ext): (410) 602-2000 320	FAX (A/C, No): (410) 602-1160	
E-MAIL ADDRESS: kfeger@schoenfeldins.com			
INSURED International Association Of Fire Fighters Attn: Matthew Szlapak 1750 New York Ave, NW, FL 3 Washington, DC 20006	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Liberty Surplus Ins Co		10725
	INSURER B : Allmerica Financial Benefits Ins Co		41840
	INSURER C : RSUI Indemnity Co		22314
	INSURER D : Massachusetts Bay Insurance Co		22306
	INSURER E : Underwriters At Lloyd's Of London		15792
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			1000020141	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 POLICY AGGREGAT \$ 5,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWQJ840206	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NHA104578	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WZQJ808165	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab			HPL240459	10/1/2024	10/1/2025	Each Claim 1,000,000
E	Professional Liab			HPL240459	10/1/2024	10/1/2025	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Hazardous Materials Technician program

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire, Department of Safety
 Division of Fire Standards Training and
 Emergency Medical Services
 33 Hazen Dr.
 Concord, NH 03305

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