



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

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77A

JOHN J. BARTHELMES
COMMISSIONER

March 11, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, NH 03301

Retroactive / Sole Source

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 **retroactive sole source** three-year contract with the Kidde Fire Trainers, Inc., 17 Phillips Parkway, Montvale, NJ 07645-1810 (VC 166651, B001), in the amount of \$130,167.00 to provide maintenance services for the Fire Trainer T2000 and A2000 Live Fire Training Systems from July 1, 2012, through June 30, 2015, upon Governor and Council approval. Funding source: 100% Fire and EMS Fund.

Funding is available in the SFY2013 operating budget and is anticipated to be available in SFY14 and SFY15 contingent upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

02-23-23-237010-40650000 Dept. of Safety – FS&T & EMS – FS&T & EMS Admin

103-502664 – Contracts for Operational Services	<u>FY2013</u>	<u>FY2014</u>	<u>FY2015</u>	<u>Total</u>
	\$41,290.00	\$43,355.00	\$45,522.00	\$130,167.00

Explanation

This request is **retroactive** due to the complexity of the legal terminology and modifications made to the P37 form negotiated between the State and Kidde Fire Trainers, Inc. This contract is **sole source** because the software and hardware is proprietary; therefore, Kidde Fire Trainers, Inc. is the only vendor that can maintain the T2000 and A2000 Live Fire Training Systems. The T2000 and A2000 Live Fire Training systems are utilized to train firefighters during live fire evolutions on aircrafts and residential structures. The aircraft training system utilizes two mock fuselages, one for interior firefighting and the other for exterior firefighting. The structural training system utilizes a concrete building in which firefighters can train on kitchen and bedroom fire evolutions.

The contract provides for the annual maintenance of the T2000 and A2000 Live Fire Training Systems used for training at the Fire Academy. The annual maintenance is required in order to maintain the systems' optimum performance and efficiency.

Respectfully Submitted


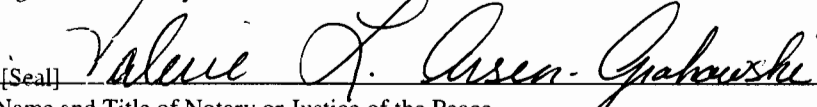
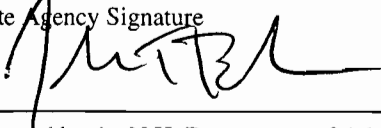
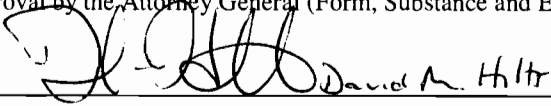
John J. Barthelmes
Commissioner of Safety

Subject: Kidde Fire Trainers, Inc. - Maintenance Agreement FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Division of Fire Standards & Training & EMS</u>		1.2 State Agency Address <u>33 Hazen Drive, Concord, NH 03305</u>	
1.3 Contractor Name <u>Kidde Fire Trainers, Inc.</u>		1.4 Contractor Address <u>17 Phillips Parkway, Montvale, NJ 07645-1810</u>	
1.5 Contractor Phone Number <u>201-300-8100</u>	1.6 Account Number <u>02-23-23-237010-4065-103</u>	1.7 Completion Date <u>June 30, 2015</u>	1.8 Price Limitation <u>\$130,167.00</u>
1.9 Contracting Officer for State Agency <u>Perry E. Plummer, Director</u>		1.10 State Agency Telephone Number <u>603-223-4200 ext. 31001</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>William R. Lane</u>	
1.13 Acknowledgement: State of <u>NJ</u> , County of <u>Bergen</u> On <u>9-Jan-2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		VALERIE L. ARSEN-GROHOWSKI ID # 2337261 NOTARY PUBLIC OF NEW JERSEY My Commission Expires 11/18/2015	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Valerie L. Arsen-Grohowski</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>John Beardmore, Dir. of Admin</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  David M. Hilt On: <u>3/6/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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, and 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, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 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. The State shall have no liability to the Contractor other than the contract price.
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 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.

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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials
Date 11/9/13

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) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all 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.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

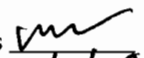
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials 
Date 1/9/13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. 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.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. 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.

24. 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 relating hereto.

EXHIBIT A

2. EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.

Kidde Fire Trainers, Inc. shall provide maintenance services to the Fire Trainer T2000 and A2000 Live Fire Training Systems located at the New Hampshire Fire Academy as requested by the Division of Fire Standards and Training & Emergency Medical Services per the attached proposal # 12001-VA-12-418 dated May 9, 2012.

The time frame for this contract is to start effective upon Governor and Council approval until June 30, 2015.

EXHIBIT B

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

The total cost of this agreement is \$130,167.00 and is broken down by fiscal years as follows;

Fiscal Year 2013:	\$41,290.00
Fiscal Year 2014:	\$43,355.00
Fiscal Year 2015:	\$45,522.00

Partial payments are accepted and invoices shall be submitted to:
New Hampshire Department of Safety
Division of Fire Standards & Training and Emergency Medical Services
33 Hazen Drive
Concord, NH 03305

EXHIBIT C

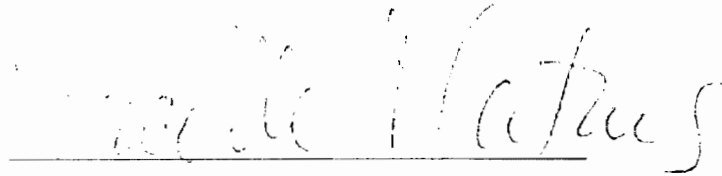
1. Both parties agree to replace the first sentence of section 13 of the P-37 terms with the following:
Contractor indemnifies the State against liability or loss incurred by the State for bodily injury or property damages to the extent caused directly by the negligence of, or breach of Agreement by Contractor during the performance of the work, but not to the extent that the loss or liability was caused by others.
2. Both parties agree to amend section 14.11 of the P-37 terms regarding insurance to the following:
Second line, after "in amounts," add "equal to".
Third line, delete "of not less than."
3. Both parties agree to amending section 14.1.1 of the P-37 terms amount of insurance to agree with the vendor's coverage currently in force of comprehensive general liability in the amount of \$1,000,000.00 each occurrence and excess/umbrella liability of \$1,000,000.00 each occurrence. The combination of these coverage's will give the State the coverage that is required by 14.1.1 of the P-37.
4. Both parties agree that terms in KFT proposal shall apply, however, both parties also agree in the event that there is a conflict between the proposal and the P-37, the P-37 form controls.

CERTIFICATE

I, Lucille Mathews, duly elected and authorized Assistant Secretary of Kidde Fire Trainers, Inc. a New Jersey corporation ("Corporation"), certify that the following is a true and complete:

a. William R. Lane, as President of Kidde Fire Trainers, Inc. has been empowered with the authority to sign, in the name of the Corporation, contracts of other instruments on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this Certificate the 11th day of February, 2013.

A handwritten signature in cursive script, reading "Lucille Mathews", written over a horizontal line.

LUCILLE MATHEWS, Assistant Secretary

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
IN LIEU OF SPECIAL MEETING
OF
KIDDE FIRE TRAINERS, INC.**

THE UNDERSIGNED, being all the Directors of Kidde Fire Trainers Inc., a corporation organized under the laws of the State of New Jersey, (the "Corporation") do, by signing their names below, waive notice, statutory or otherwise, of the time, place, and purpose of a Special Meeting of the Directors and, pursuant to Section 14A:6-7.1 of the New Jersey Business Corporation Act, hereby consent to the following actions and resolutions which are taken and adopted on behalf of the Corporation by this Consent in writing with the same force and effect as if approved by a unanimous vote at a duly convened meeting of the Board of Directors.

RESOLVED, that Jurgen Timperman is hereby removed from the office of President and that William R. Lane is hereby appointed to the position of President to serve until his respective successor is chosen and qualified or until his earlier resignation or removal;

RESOLVED, that Gregory Norman is hereby removed from the office of Treasurer and that Jason Chautin is hereby appointed to the position of Treasurer to serve until his respective successor is chosen and qualified or until his earlier resignation or removal;

RESOLVED, that Robert Sadler is hereby appointed to the position of Assistant Secretary to serve until his respective successor is chosen and qualified or until his earlier resignation or removal;

RESOLVED, that Lucille D. Mathews is hereby appointed to the position of Assistant Secretary to serve until her respective successor is chosen and qualified or until her earlier resignation or removal;

RESOLVED, that this Unanimous Written Consent may be executed in counterpart originals, each of which when taken together shall constitute one original document, and further that electronic or facsimile copy shall be deemed to be an original; and

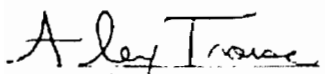
RESOLVED, that this consent be filed with the minutes of the Corporation.

The undersigned, being all of the Directors of the Corporation, hereby consent to, ratify, approve and confirm the foregoing actions taken as of this 11th day of April 2012.

Jurgen Timperman



William R. Lane



Alex Troise

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
IN LIEU OF SPECIAL MEETING
OF
KIDDE FIRE TRAINERS, INC.**

THE UNDERSIGNED, being all the Directors of Kidde Fire Trainers Inc., a corporation organized under the laws of the State of New Jersey, (the "Corporation") do, by signing their names below, waive notice, statutory or otherwise, of the time, place, and purpose of a Special Meeting of the Directors and, pursuant to Section 14A:6-7.1 of the New Jersey Business Corporation Act, hereby consent to the following actions and resolutions which are taken and adopted on behalf of the Corporation by this Consent in writing with the same force and effect as if approved by a unanimous vote at a duly convened meeting of the Board of Directors.

RESOLVED, that Jurgen Timperman is hereby removed from the office of President and that William R. Lane is hereby appointed to the position of President to serve until his respective successor is chosen and qualified or until his earlier resignation or removal;

RESOLVED, that Gregory Norman is hereby removed from the office of Treasurer and that Jason Chautin is hereby appointed to the position of Treasurer to serve until his respective successor is chosen and qualified or until his earlier resignation or removal;

RESOLVED, that Robert Sadler is hereby appointed to the position of Assistant Secretary to serve until his respective successor is chosen and qualified or until his earlier resignation or removal;

RESOLVED, that Lucille D. Mathews is hereby appointed to the position of Assistant Secretary to serve until her respective successor is chosen and qualified or until her earlier resignation or removal;

RESOLVED, that this Unanimous Written Consent may be executed in counterpart originals, each of which when taken together shall constitute one original document, and further that electronic or facsimile copy shall be deemed to be an original; and

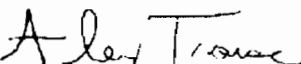
RESOLVED, that this consent be filed with the minutes of the Corporation.

The undersigned, being all of the Directors of the Corporation, hereby consent to, ratify, approve and confirm the foregoing actions taken as of this 11th day of April 2012.



Jurgen Timperman

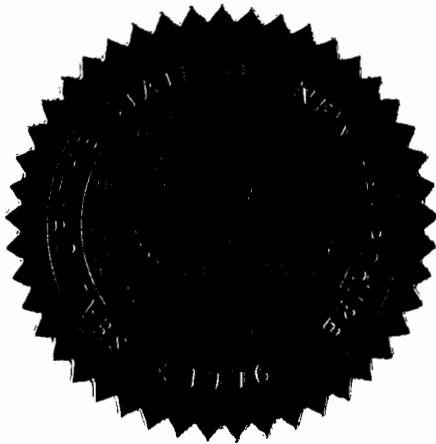
William R. Lane


Alex Troise

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KIDDE FIRE TRAINERS INC. a(n) New Jersey corporation, is authorized to transact business in New Hampshire and qualified on October 24, 2003. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of January, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

SYMTRON SYSTEMS, INC.
a New Jersey corporation

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS
IN LIEU OF A SPECIAL MEETING**

The undersigned, being all of the members of the Board of Directors of SYMTRON SYSTEMS, INC., a New Jersey corporation (the "Corporation"), in lieu of holding a special meeting of the Board of Directors, do hereby take the following actions and adopt the following resolutions by unanimous written consent without a meeting pursuant to Section 14A:6-7.1 of the New Jersey Business Corporation Act:

Re: Approval of Name Change

RESOLVED, that the Board of Directors of the Corporation does hereby propose an amendment to Article 1 of the Certificate of Incorporation of the Corporation to change the Corporation's name to Kidde Fire Trainers, Inc.

FURTHER RESOLVED, that the Board of Directors of the Corporation hereby directs that the foregoing amendment be submitted to a vote of the sole stockholder of the Corporation for adoption and approval.

FURTHER RESOLVED, that upon approval of the amendment by the sole stockholder, any one or more of the officers of the Corporation be, and hereby is, authorized and directed to execute a Certificate of Amendment in the name and on behalf of the Corporation, setting forth the proposed amendment, and to cause the Certificate of Amendment to be filed with the office of the New Jersey Secretary of State and any other governmental agency to give it validity and effect.

The actions taken by this Board of Directors Consent shall have the same force and effect as if taken by the undersigned at a special meeting of the Board of Directors, duly called and constituted pursuant to the By-laws of the Corporation and the laws of the State of New Jersey. This Board of Directors Consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

SYMTRON SYSTEMS, INC.
a New Jersey corporation

**WRITTEN CONSENT OF THE SOLE STOCKHOLDER
IN LIEU OF A SPECIAL MEETING**

The undersigned, being the sole stockholder of SYMTRON SYSTEMS, INC., a New Jersey corporation (the "Corporation"), in lieu of holding a special meeting of the Board of Directors, do hereby take the following actions and adopt the following resolutions by unanimous written consent without a meeting pursuant to Section 14A:5-6 of the New Jersey Business Corporation Act:

Re: Approval of Name Change

WHEREAS, the Board of Directors has adopted resolutions proposing an amendment to the Certificate of Incorporation of the Corporation whereby the name of the Corporation will be changed to "Kidde Fire Trainers, Inc." (the "Amendment") and has directed that the Amendment be submitted to the sole stockholder for consideration and approval;

NOW, THEREFORE, BE IT RESOLVED, that the Amendment is hereby adopted and approved.

The actions taken by this Sole Stockholder Consent shall have the same force and effect as if taken at a special meeting of the stockholder of the Corporation, duly called and constituted, pursuant to the by-laws of the Corporation and the laws of the State of New Jersey.

IN WITNESS WHEREOF, the undersigned has executed this Sole Stockholder's Consent as of February 9, 2004.

**KIDDE FIRE PROTECTION
INC.**

By: J. P. Hargreaves
John P. Hargreaves, President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/11/2012

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 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 MARSH USA, INC. ATTN: JANICE GORE 20 CHURCH STREET HARTFORD, CT 06103 S75450-UTC-CORP1-12-13	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
INSURED KIDDE FIRE TRAINERS INC. 17 PHILIPS PARKWAY MONTVALE, NJ 07645	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Co		19682
	INSURER B: Insurance Company Of The State Of PA		19429
	INSURER C: Illinois National Ins Co		23817
	INSURER D: New Hampshire Ins Company		23841
	INSURER E: N/A		N/A
	INSURER F: National Union Fire Ins Co Pittsburgh PA		19445

COVERAGES **CERTIFICATE NUMBER:** NYC-005620119-18 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			02CSET10004 \$2,000,000 GEN AGG - PER 'LOCATION/PROJECT' \$10,000,000 POL. GEN AGG'	04/01/2012	04/01/2013	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/>				<input type="checkbox"/> LOC	GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
									\$
									\$
									\$
									\$
A	AUTOMOBILE LIABILITY			02CSET10000 (A/O) 02CSET10019 (HI) 'HARTFORD UNDERWRITERS INS	04/01/2012	04/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
									\$
									\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	02HUT10021	04/01/2012	04/01/2013	EACH OCCURRENCE	\$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$ 5,000,000	
	<input type="checkbox"/> DED	<input type="checkbox"/>	RETENTION \$					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			019736909-CA	04/01/2012	04/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	019736910-FL	04/01/2012	04/01/2013	E.L. EACH ACCIDENT	\$ 1,000,000	
D	If yes, describe under DESCRIPTION OF OPERATIONS below			019736914-MN, 019736911-NJ	04/01/2012	04/01/2013	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
D				019736912 & 913MULTI, 019736919MA	04/01/2012	04/01/2013	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
F				1192493-CT-EX SIR 2.5 MM	04/01/2012	04/01/2013			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDERState of New Hampshire - Dept of Safety
Division of Fire Standards and Training and
Emergency Medical Services
33 Hazen Drive
Concord, NH 03305**CANCELLATION****SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

James T. Haggerty

James T. Haggerty

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Kidde Fire Trainers, Inc.
17 Philips Parkway
Montvale, NJ 07645-1810 USA
Tel +1 201.300.8100
Fax +1 201.300.8101
www.kiddeft.com



9 May 2012

Via E-mail: james.lindquist@dos.nh.gov

Refer to: P12001-VA-12-418

New Hampshire State Fire Academy
10 Hazen Drive
Concord, NH 03301
Attn: James Lindquist

Subject: 1) New Hampshire State Fire Academy, Maintenance Contract Proposal
Renewal
2) Kidde Fire Trainers Service Terms and Conditions

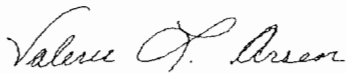
Dear Mr. Lindquist:

Kidde Fire Trainers is pleased to provide our price quote for maintenance support services for the Fire Trainer®T2000 and A2000 Live Fire Training System at your facility.

As the designer, manufacturer and installer of the Fire Trainer®T2000 and A2000 Live Fire Training System, Kidde Fire Trainers maintains the resources, materials and equipment necessary to fully service the trainer.

Should you have any questions, or if I may be of further assistance, please do not hesitate to call me at (201) 300-8100, Extension 242.

Yours sincerely,



Valerie L. Arsen
Customer Service Administrator

Document No: P12001-VA-12-418

PROPOSAL

for

MAINTENANCE SUPPORT SERVICES

for the

FireTrainer®T2000 and A2000 Live Fire Training Systems

located at the

**New Hampshire State Fire Academy
10 Hazen Drive
Concord, NH 03301**

Prepared For:

**New Hampshire State Fire Academy
10 Hazen Drive
Concord, NH 03301**

Prepared By:

**Kidde Fire Trainers
17 Philips Parkway
Montvale, NJ 07645-1810**

9 May 2012

1.0 SCOPE

This document provides a description of the maintenance support services provided by Kidde Fire Trainers, for the Fire Trainer®T2000 and A2000 Live Fire Training System owned and operated by the New Hampshire State Fire Academy.

2.0 APPLICABLE DOCUMENTS

Kidde Fire Trainers supplied Operation and Maintenance Manual for the Fire Training Equipment.

3.0 MAINTENANCE PHILOSOPHY

Kidde Fire Trainers Technical Support Programs are designed to assist the Owner in the upkeep of the Fire Training Equipment by providing regularly scheduled support and unscheduled (corrective) support. Of critical importance to the success of any trainer support program is the participation of the Owner's training and support personnel in keeping detailed records, regularly performing system checks, providing interim maintenance and following troubleshooting procedures outlined in the Operation and Maintenance Manual.

4.0 SUMMARY OF PROVIDED SERVICES

4.1 Planned (Preventive) Support

At a predetermined interval, Kidde Fire Trainers will schedule a site visit by a factory certified trained technician to evaluate the Fire Training Equipment and implement all scheduled adjustments and preventive maintenance parts replacements to ensure that the system is at a fully operational state. This service will include the following:

- Check the operating performance of all fireplaces and make adjustments as required.
- Clean and/or replace all filter elements.
- Inspect all fans and blowers and lubricate all bearings.
- Inspect all pilot spark igniters and replace as required.
- Inspect all pilot spark flame rods and replace as required.
- Inspect the fuel control station and make adjustments as required.
- Clean the fuel control station inlet strainer
- Inspect and calibrate all gas detection assemblies.
- Inspect and adjust all smoke generators
- Inspect the Programmable Logic Controller battery and replace as required.
- Check and Confirm latest PLC Ladder Logic is installed (updates performed as required)
- Clean all equipment cabinets

Kidde Fire Trainers will provide One (1) scheduled support visit, approximate length will be 5 days.

4.2 Unplanned (Corrective) Technical Support

Upon receipt of a request from the Owner, Kidde Fire Trainers will schedule a site visit by a trained technician to evaluate and repair the Fire Training Equipment. The complexity of the required repair will determine the length of the visit. Kidde Fire Trainers will furnish all parts, material, and labor required.

5.0 EXTENT OF COVERAGE

5.1 Items to be Maintained

Kidde Fire Trainers responsibility for Technical Support includes the Fire Training Equipment hardware and software provided by Kidde Fire Trainers as described in the Operation and Maintenance Manual. This will include software updates and reloading of PLC Ladder Logic code if it is lost due to battery failure

5.2 Exclusions

Kidde Fire Trainers will not be responsible for the following:

- System hardware that has been abused or damaged.
- Loss of the Owner's ability to train because of conditions beyond Kidde Fire Trainers control.

5.3 Terms and Conditions

All sales are subject to Kidde Fire Trainers, Inc. terms and conditions attached hereto and no other terms and conditions, oral or written, shall be of any force or effect. Any additional, different, or conflicting terms or conditions contained in buyer's purchase order or in any other correspondence, previous or subsequent shall be deemed refused and objected to by Kidde Fire Trainers, Inc. and shall not be binding in any way on Kidde Fire Trainers, Inc., unless buyer and Kidde Fire Trainers Inc. specifically agree in writing on terms and conditions additional to or different from those contained hereto.

6.0 OWNER RESPONSIBILITIES

Consistently safe and reliable operation of the Fire Training Equipment depends on professional operation and quality scheduled support by skilled operating and maintenance personnel. Kidde Fire Trainers, therefore, requires the cooperation of the Owner in the following areas:

6.1 Routine Record Keeping

The Owner shall maintain daily log of Fire Training Equipment performance during training.

6.2 Interim Maintenance

The Owner shall perform all interim maintenance tasks as described in the Operation and Maintenance Manual and maintain a log of all tasks performed. Owner will be responsible for keeping the equipment and associated equipment rooms neat and clean. If Kidde Fire Trainers is required to perform scheduled support, such as cleaning spilled smoke fluid from internal components due to improper handling, Kidde Fire Trainers will bill the service at the rate outlined under unplanned corrective maintenance to perform the clean up.

6.3 Approved Materials

All parts required during interim maintenance of the Fire Training Equipment shall be selected in accordance with the approved parts list provided in the Operation and Maintenance manual.

7.0 PERIOD OF PERFORMANCE

Kidde Fire Trainers will initiate Technical Support at the Owner's facility following the receipt and subsequent acceptance of a formal contract or purchase order. Coverage provided in accordance with the plan and period stipulated in the contract or purchase order.

All equipment to be included under this agreement shall be listed on this agreement, and is subject to inspection by Kidde Fire Trainers, prior to the commencement date.

All equipment two (2) years or older will be subject to a pre-contract inspection charge. The inspection charge is waived if the equipment meets Kidde Fire Trainers standards. The customer shall pay all charges incurred in restoring the equipment to good operating condition at the standard Kidde Fire Trainers Time and Material Pricing Structure listed below.

8.0 TECHNICAL SUPPORT PROGRAM PRICING STRUCTURE

8.1 Option 1

Kidde Fire Trainers proposal for our Technical Support Program for a one year period starting 1 July 2012 will consist of the following:

- One (1) on-site schedule support visits – 5 days
- Travel time to and from facility.
- On-call corrective support, as required.
- Required replacement parts.

Kidde Fire Trainers firm fixed price for this program is \$41,290.00 (Forty One Thousand Two Hundred Ninety Dollars). Our price will remain valid for a period of 90 days. Payment terms are Net 30 days. Invoices submitted semi annually.

9.0 OPTIONAL RENEWALS

9.1 Optional Renewals Technical Support Program

Year	Period	Amount
Two	7/01/13 – 6/31/14	\$43,355.00
Three	7/01/14 – 6/31/15	\$45,522.00

Invoices submitted quarterly. Payment terms are Net 30 days.

Accepted by:

_____ **Customer Signature**

_____ **Print Name & Title**

PO #: _____

Date: _____

Billing Address:	Shipping Address:
Contact:	
Phone:	Fax:

10.0 TIME AND MATERIAL PRICING STRUCTURE

Unplanned (Corrective) Support (without coverage)

Costs are billed at the following rates:

Labor	\$190.00 per hour
Travel time	\$140.00 per hour
Parts and materials	List minus 10%
Airfare	Actual cost

KIDDE FIRE TRAINERS - SERVICE TERMS AND CONDITIONS

ARTICLE 1: WORK Kidde Fire Trainers shall provide the equipment, data, services and/or training listed in accordance with Kidde Fire Trainers' formal quotation, statement of work and specifications.

ARTICLE 2: FACILITIES FURNISHED BY BUYER Without cost to Kidde Fire Trainers, Buyer shall furnish the necessary site, easements, facility, utilities, access and other to allow for the proper maintenance services to be provided, and water, air, light, and power at the locations of the work sufficient for Kidde Fire Trainers to fulfill its responsibility requirements, identified in the aforesaid Statement of Work (Attachment 1). Buyer shall also identify and provide such permits, priorities or other order of public authorities as may be necessary for Kidde Fire Trainers to perform the maintenance work described in of the aforesaid Statement of Work (Attachment 1) on a non-interference basis. Buyer agrees to provide a safe and secure workplace for Kidde Fire Trainers' personnel including but not limited to:

- (a) Buyer will provide us with an overview of the site hazards prior to work beginning;
- (b) Buyer will provide utility and other system connections in a condition that is safe and properly locked/tagged out in accordance with appropriate OSHA regulations in order to ensure the safety of Kidde Fire Trainers personnel;
- (c) Buyer will provide appropriate work area controls so as to prevent unauthorized access to the area where work being performed by Kidde Fire Trainers personnel is occurring; and
- (d) Buyer will remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

ARTICLE 3: BUYER'S REPRESENTATIVE Buyer shall provide a representative authorized to act for Buyer under this contract. The representative shall be available during normal working hours as often as may be necessary to implement Buyer's responsibilities under this contract.

All formal correspondence under this contract shall be addressed to and forwarded from the parties' representatives as identified and to the addresses specified below:

BUYER:

Buyer To Provide Name and Address In Writing

SELLER:

Contracts Program Manager
Kidde Fire Trainers, Inc.
17-Philips Parkway
Montvale, NJ 07645-1810 USA

ARTICLE 4: TIME OF COMPLETION Kidde Fire Trainers will deliver the equipment, data and/or services to the Buyer's designated site in accordance with schedule set forth in its quotation.

ARTICLE 5: DELAYS AND EXTENSION OF TIME Notwithstanding any contract provisions to the contrary, Contractor's acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond its reasonable control including, but not limited to, the Force Majeure events set forth in Article 13, and/or the act, omission, neglect, fault or default of others not under the control of Kidde Fire Trainers. The additional time allowed shall be, at a minimum, a period equivalent to the delay.

ARTICLE 6: CONTRACT PRICE AND PAYMENTS The price to be paid by Buyer to Kidde Fire Trainers for the performance of the work specified in Article 1 hereof shall be as set forth in Kidde Fire Trainers' quotation, which price includes all taxes or contributions at the present rate imposed by the Federal or State governments on Kidde Fire Trainers' payrolls and compensation to its employees. The contract price is based on one mobilization to unload the material and another when Kidde Fire Trainers begins installation. Buyer shall be responsible for the cost of any additional mobilizations to the extent they are caused by the delay of Buyer or its subcontractors. The cost of additional mobilizations shall be set forth in Kidde Fire Trainers' quotation.

Unless otherwise specified, the prices shown do not include any other taxes. Unless prohibited by statute, Buyer agrees to pay to Kidde Fire Trainers the amount of any Federal, State, City or other tax that Kidde Fire Trainers may be required to pay on account of the ownership at the place of delivery, or the manufacture, transportation, sale or use of the product which is the subject of this order.

Payments shall be made to Kidde Fire Trainers as set forth in Kidde Fire Trainers quotation. Payment with respect to goods ordered is due 30 days following invoice by the Kidde Fire Trainers. Buyer shall reimburse Kidde Fire Trainers for its reasonable costs and expenses, including without limitation attorney's fees, incurred in connection with the institution of legal proceedings to collect any past due indebtedness hereunder.

ARTICLE 7: ENTIRE CONTRACT

- (a) These terms and conditions along with Kidde Fire Trainers quotation shall constitute the entire agreement between the parties with respect to the subject matter hereof.
- (b) This contract shall supersede all prior oral and written agreements, communications and documents between the parties with respect to the subject matter hereof.
- (c) No agreement or understanding in any way modifying these terms and conditions will be binding upon Kidde Fire Trainers unless made in writing and signed by an authorized employee of Buyer and Kidde Fire Trainers.
- (d) The invalidity, in whole or in part, of any of the foregoing articles or paragraphs of these Terms shall not affect the remainder of such articles or paragraphs or any other article or paragraph of these Terms, which shall continue in full force and effect.

ARTICLE 8: INCREASE IN COST If the contract delivery schedule is greater than twelve (12) months, the Contract Price may be adjusted annually on the anniversary of the execution date to reflect increases in material and labor costs. If the "Producer Commodity Prices for Metals and Metal Products Index" increases by 30% or more, the Kidde Fire Trainers reserves the right to increase the contract price by 10%.

ARTICLE 9: INSPECTION AND ACCEPTANCE

- a) **INSPECTION** - During the progress of the work and up to the date of equipment acceptance, Kidde Fire Trainers shall at all times afford the Buyer every reasonable, safe and proper opportunity for inspecting all work done.
- b) **ACCEPTANCE** - Within five (5) days of completion of the maintenance services, Kidde Fire Trainers shall notify Buyer in writing of the date completion. The Certificate of Acceptance, included as Attachment 1, shall be signed by Buyer at successful completion of each maintenance service.

KIDDE FIRE TRAINERS- SERVICE TERMS AND CONDITIONS

ARTICLE 10: WARRANTY

- (a) Kidde Fire Trainers warrants to Buyer that any part will be free from defects in materials or workmanship for a period of three (3) months (but not longer than its useful life) from the date of part shipment.
- (b) Warranty adjustment
 - 1. If any defect appears within the warranty period, Buyer shall immediately provide Kidde Fire Trainers written notice.
 - 2. Buyer's sole and exclusive remedy shall be for Kidde Fire Trainers to repair or furnish a replacement part for any part, which, upon test and examination by Kidde Fire Trainers, proves defective within the above warranty.
- (c) Exclusions from Warranty
 - 1. THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY KIDDE FIRE TRAINERS IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY KIDDE FIRE TRAINERS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
 - 2. Kidde Fire Trainers will not be liable for any special or consequential damages or for loss, damages or expense directly or indirectly arising from the use and maintenance of the Equipment or any inability to use such equipment either separately or in combination with any other equipment or material or from any other cause, nor shall Kidde Fire Trainers be liable for personal injury, death, or property damage arising from or connected with the use or maintenance of the Equipment made the basis of this agreement.
 - 3. The warranty does not extend or apply to any part of which the part or equipment has been subjected to misuse, neglect, accident, or improper use in violation of any Kidde Fire Trainers' operator's manual.
 - 4. The warranty does not extend or apply to any part of which the part or equipment has been repaired, altered, or disconnected by any party other than Kidde Fire Trainers unless under the direction of Kidde Fire Trainers.

ARTICLE 11: INSURANCE Kidde Fire Trainers shall carry Contractor's Comprehensive Bodily Injury and Property Damage Liability Insurance and shall comply with Worker's Compensation Laws relating to the compensation of its injured workmen and will provide Buyer with a Certificate of Insurance upon request. Buyer shall be responsible for and, at Buyer's option and expense shall insure against theft, vandalism or all other damage to, destruction of and loss of use of Buyer's existing property and all deliverable Article 1 equipment as well as Kidde Fire Trainers property located on the Buyer's property or in the Buyer's facility, due to fire or other perils, prior to, during or after acceptance, however caused.

ARTICLE 12: LIMITATION OF LIABILITY To the extent permitted by law, the aggregate liability of Kidde Fire Trainers hereunder whether in contract, tort (including negligence) or otherwise, will be limited to one times the contract value, provided however the foregoing limitation does not limit the liability of Kidde Fire Trainers for any injury to, or death of a person, caused by the gross negligence of Kidde Fire Trainers.

Under no circumstances shall either party be liable for special, indirect, or consequential damages of any kind including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property, whether in contract, tort (including negligence), warranty or otherwise. Kidde Fire Trainers will not be liable for any breach of this Contract unless written notice of the claim is given to Contractor within one (1) year of the date of the occurrence of the breach.

ARTICLE 13: FORCE MAJEURE Under no circumstances shall either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, acts of terrorism, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God. In the event of a force majeure claim by either party, Kidde Fire Trainers does not waive Buyer's duty to comply with the terms of **Article 6** or any other payment schedule agreed upon by the parties.

ARTICLE 14: PROPRIETARY INFORMATION "Proprietary Information" shall mean all information, data, manuals, drawings, designs, or software disclosed by, authorized to be disclosed by, or otherwise obtained from Kidde Fire Trainers, Inc., its affiliates or subsidiaries, in connection with this contract (including the Statement of Work)

Unless the Buyer has received Kidde Fire Trainer's express written consent to the contrary, Buyer shall: (a) use the Proprietary Information solely for the purposes of this contract, and not for any other purpose (including, without limitation, designing, manufacturing, or selling similar equipment), (b) safeguard the Proprietary Information to prevent its disclosure to or use by third parties, (c) not disclose the Proprietary Information to any third party; and (d) not reverse engineer, disassemble, or decompile the Proprietary Information. Except that with respect to (c), Buyer may disclose Proprietary Information to a third party contracted by Buyer to perform emergency repair work for the Buyer, where the item or process concerned is not otherwise reasonably within Buyer's capabilities to enable timely performance of the work, provided that the disclosure of information shall be made solely for the purpose of repair work for Buyer and shall be provided together with the legend below.

The attached legend (Attachment A) shall be completed and included on any reproduction which includes any Proprietary Information.

ARTICLE 15: SETTLEMENT OF DISPUTES OR DISAGREEMENTS In the event of any dispute or disagreement arising under this contract, it is mutually agreed, that upon written notice of either to the other party, both Buyer and Kidde Fire Trainers will attempt settle such dispute or disagreement.

If both parties agree that a dispute or disagreement is of such nature that it cannot be settled as provided for above, then by mutual agreement of the parties such dispute or disagreement may be submitted to arbitration in accordance with the Rules of the American Arbitration Association in which event, the decision of the arbitrators shall be final and binding upon both parties.

ARTICLE 16: GOVERNING LAWS The laws of the state of New Jersey, USA excluding its conflict of laws provisions, shall govern the terms of this Agreement and all rights and obligations hereunder. No conflict of laws provisions will be applicable. Provided that the dispute is not submitted to arbitration pursuant to Article 15, any disputes arising from this agreement shall be venued in the Courts of New Jersey.

KIDDE FIRE TRAINERS- SERVICE TERMS AND CONDITIONS

ARTICLE 17: ASSIGNMENT: Notwithstanding anything in this agreement, Kidde Fire Trainers reserves their right to assign the duties under this agreement to an affiliate or subsidiary.

ARTICLE 18: EXPORT CONTROL Buyer agrees to conduct its operations under this Contract and perform all its responsibilities in full compliance with export and other foreign trade controls under any applicable United States (U.S.) laws restricting sales or transfers to other countries or parties of commodities, software, technology, or technical data. Any other provision of this Contract to the contrary notwithstanding, Buyer agrees that no commodities, software, technology, or technical data of U.S. origin or with U.S. origin content will be sold, exported, re-exported or transmitted except in full compliance with all applicable laws, including all relevant U.S. government requirements. In addition, Buyer shall comply with all applicable laws, including U.S. government requirements, governing the transfer of information and items to U.S. embargoed and sanctioned countries and denied and restricted parties. Any violation of this section, as determined solely by Kidde Fire Trainers, shall be deemed a material breach of this Contract.

ARTICLE 19: COMPLIANCE WITH LAWS Buyer represents, warrants, certifies and covenants (collectively "Covenants") that it will comply with all laws applicable to the goods, services and/or the activities contemplated or provided under these Terms, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder.

ARTICLE 20: FEDERAL ACQUISITION REGULATIONS The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") and the prices in any resulting contract and in any change proposal are based on Seller's standard commercial accounting policies and practices which do not consider any special requirements of U.S. Government cost principles and do not meet the requirements of Part 31 of the FAR or any similar procurement regulations. Seller agrees only to perform a contract for the sale of a commercial item on a fixed-price basis. In addition, Seller will not agree to submit or certify to any cost or pricing data nor will Seller agree to any requirements to establish price reasonableness under FAR Part 15 or such similar regulations. In stating its position, Seller refers to FAR Part 12 - "Acquisition of Commercial Items." All Sales under \$3,000 are made pursuant to FAR Part 13, Simplified Acquisitions.

Attachment A: Limited Rights Legend

Contract No.

Buyer:

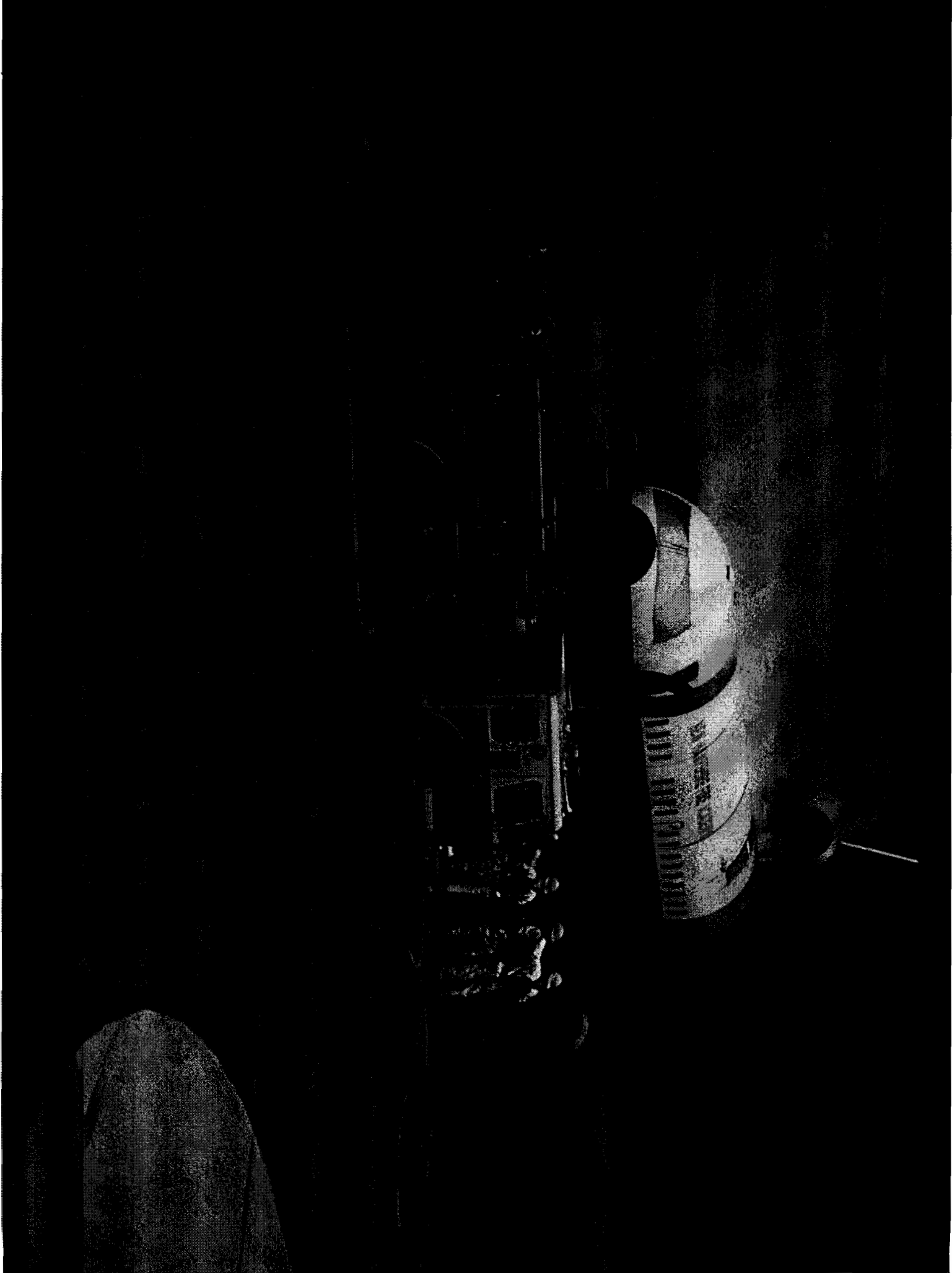
Contractor: Kidde Fire Trainers, Inc.

Acceptance of the attached or enclosed Proprietary Information shall indicate your agreement to the following:

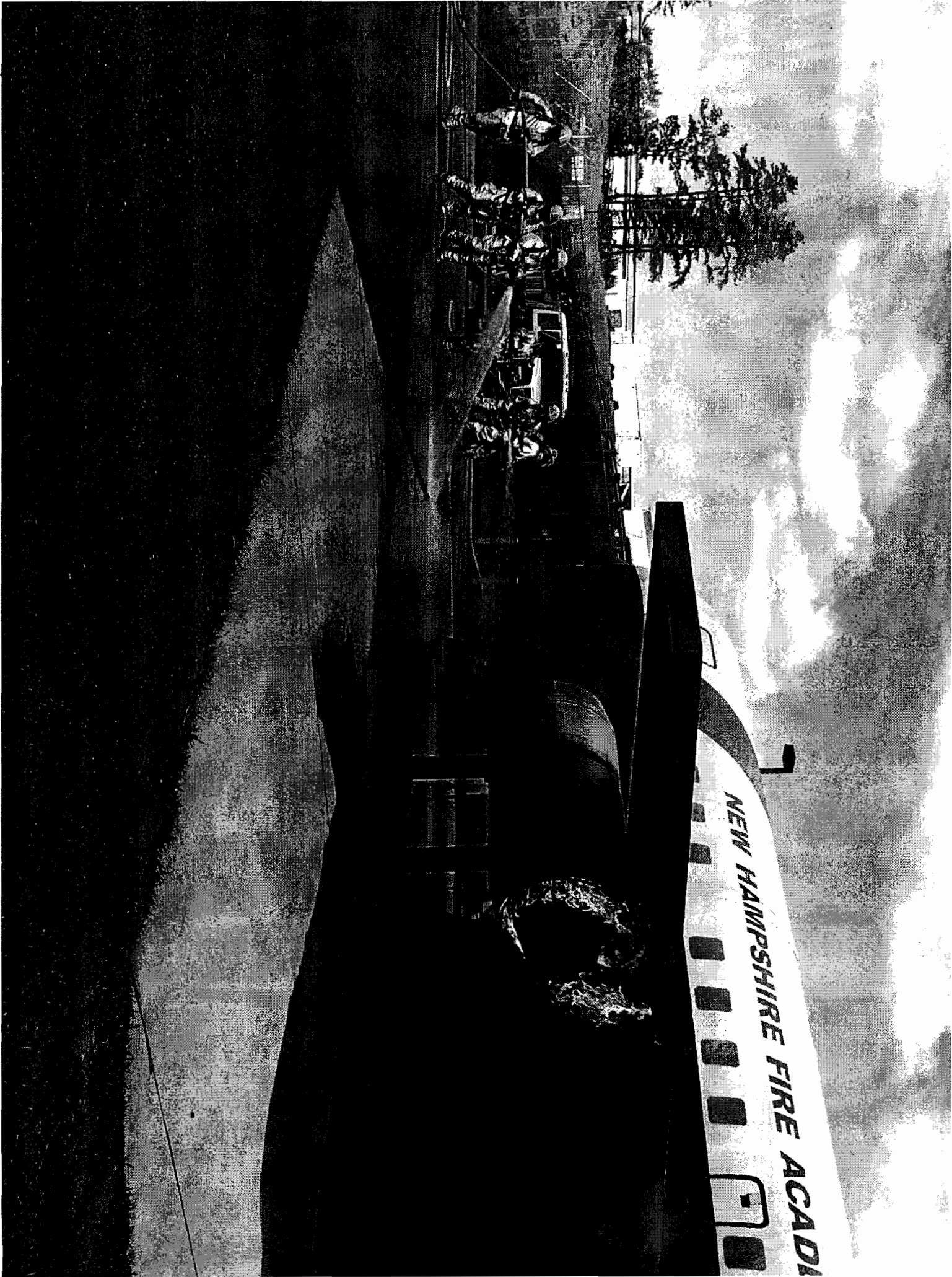
Unless the recipient of this Proprietary Information has received Kidde Fire Trainer's express written consent to the contrary, the recipient shall: (a) use the Proprietary Information solely for the purposes of the above identified contract, and not for any other purpose (including, without limitation, designing, manufacturing, or selling similar equipment), (b) safeguard the Proprietary

Information to prevent its disclosure to or use by third parties, (c) not disclose the Proprietary Information to any third party; and (d) not reverse engineer, disassemble, or decompile the Proprietary Information.

All Proprietary Information delivered hereunder shall remain the property of Kidde Fire Trainers, Inc.











TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 21-P

DEPARTMENT OF SAFETY

General Provisions

Section 21-P:12-a

21-P:12-a Division of Fire Standards and Training and Emergency Medical Services; Disposition of Funds. –

I. There is established within the department a division of fire standards and training and emergency medical services, under the supervision of an unclassified director of fire standards and training and emergency medical services who shall administer and supervise a fire and emergency medical service training and research program throughout the state. The director of fire standards and training and emergency medical services shall be nominated by the commissioner of safety, after consultation with the fire standards and training commission and the emergency medical and trauma services coordinating board, for appointment by the governor, with consent of the council, and shall serve a term of 4 years until a successor is appointed. The commission shall take a recorded vote regarding its concurrence or non-concurrence in the commissioner's nomination decision. If the commission votes not to concur in the decision, it shall submit a letter to the commissioner so stating, and the commissioner shall in turn submit that letter to the governor and council. The director of fire standards and training and emergency medical services shall be academically and technically qualified to hold the position, and shall receive the salary specified in RSA 94:1-a.

II. The director shall:

(a) Be responsible for the day-to-day operations of the division of fire standards and training and emergency medical services, the operations of the fire academy, including establishing training programs and offering instruction in methods of determining and dealing with the causes of fire and the prevention of fire, techniques in firefighting, emergency medical services, and rescue, research and techniques in firefighting and fire protection, the administration and management of fire departments and emergency medical services units, and the provisions of RSA 21-P:12-b.

(b) Establish fees to be collected for tuition, licenses, and services. Such fees shall be subject to the approval of the commissioner of the department of safety. The commissioner may for good cause waive any fees charged under this subparagraph and may authorize tuition reimbursement from the fire standards and training and emergency medical services fund.

(c) Establish, maintain, approve, and certify programs, courses, institutions, and facilities for study for all fire service and emergency medical services personnel and recruits according to accepted curricula.

(d) Develop and administer the provision of professional instruction and training for all fire, rescue, and emergency medical services.

(e) Develop and promote new methods and practices of firefighting, delivery of emergency medical services, rescue operations, injury prevention, fire prevention, and fire and emergency medical services administration.

(f) Disseminate information relative to fire and rescues, techniques of firefighting and rescuing, fire prevention, fire administration, emergency medical services, and other related subjects to all interested agencies and individuals throughout the state.

(g) Be authorized to employ part-time instructors or assistants and compensate them for organizing, developing, and conducting approved fire training, emergency medical services, and rescue courses or other work as directed at an hourly rate established by the commissioner and for mileage and expenses incurred in performing their official duties.

(h) With the approval of the commissioner, accept in the name of the state any and all donations, fees for tuition, rents, services and any and all moneys and grants from any governmental unit, public agency, institution, person, firm, or corporation and receive, utilize, expend, and dispose of such funds subject to budgetary provisions, consistent with the rules of the department of safety and the purposes or conditions of the donations or grant.

III. The receipt of a donation or grant under subparagraph II(h) shall be noted in the biennial report of the department of safety, which will also identify the nature of the donation or grant and the conditions of the donation or grant, if any. Any moneys received by the division pursuant to subparagraph II(h) shall be deposited in the state treasury to the account of the department of safety and shall not lapse. In addition, the division may receive, hold, and use gifts, bequests, and devises either outright or in trust for purposes consistent with this chapter.

Source. 1994, 389:9. 1997, 135:1. 1998, 321:3. 2001, 91:15. 2004, 171:26, eff. July 24, 2004.