

86D MLC



State of New Hampshire

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

RICHARD C. BAILEY, JR.
ASSISTANT COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

September 17, 2021

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

REQUESTED ACTION

The Department of Safety, Division of Fire Standards & Training and Emergency Medical Services requests authorization to enter into an agreement with KFT Fire Trainers, LLC. (VC#166651-B001) 17 Phillips Parkway, Montvale, NJ in an amount not to exceed \$48,663.00 to provide maintenance services to the T-2000 Live Fire Trainer. Effective upon Governor and Council approval through June 30, 2024. Funding source: 100% Revolving Funds.

Funds are available in the SFY2022 operating budget and contingent upon availability and continued appropriations in SFY2023 and SFY2024 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-237010-40650000 Dept. of Safety- FSTEMS –	<u>SFY2022</u>	<u>SFY2023</u>	<u>SFY2024</u>	<u>TOTAL</u>
·Fire Stndrds & EMS Admin	\$16,221.00	\$16,221.00	\$16,221.00	\$48,663.00
103-500736 Contracts for OP Services –				
Contract Repairs: Bldg. Grounds				
Activity Code: 2370				

EXPLANATION

This agreement is for maintenance services to the T-2000 Live Fire Trainer at the Fire Academy used for training. The maintenance is required in order to maintain the systems' optimum performance and efficiency. The T-2000 Live Fire Training system is utilized to train firefighters during live fire evolutions on residential structures. The structural training system utilizes a concrete building in which firefighters can train on kitchen and bedroom fire evolutions.

The Division of Fire Standards & Training and Emergency Medical Services posted the RFP on the State's Purchase & Property website on June 15, 2021 through July 1, 2021. The Division received three proposals; of the three, KFT Fire Trainers, LLC was the lowest cost proposal and received the highest total points on the rated criteria.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

Maintenance for Fire Trainer T2000

Bid RFP DOS 2021-08

Criteria				
VENDOR	Vendor Company Viability Maximum 20 pts	Vendor Qualifications & Experience Maximum 40 pts	Pricing/Rates Maximum 40 pts	Total Points
Alpine Metal The North America Inc	20	30	35	85
KFT Fire Trainer, LLC	20	40	40	100
Kirila Fire Training Facilities, Inc.	20	30	26	76

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

Evaluation Committee Members and Qualifications

Jeffrey Phillips	Assistant Director of Division of Fire Standards & Training and Emergency Medical Services			
Arnold Anderson	Bureau Chief, Training and Certification Bureau			
John Keller	Captain, Training and Certification Bureau			

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Safety, Division of Fire Standards & Training and Emergency Medical Services		1.2 State Agency Address 33 Hazen Drive, Concord, NH 03305	
1.3 Contractor Name KFT Fire Trainer, LLC		1.4 Contractor Address 17 Phillips Parkway, Montvale, NH 07645	
1.5 Contractor Phone Number 201-300-8100	1.6 Account Number 02-23-23-237010-4065-103	1.7 Completion Date June 30, 2024 <i>WRL</i>	1.8 Price Limitation Not to exceed \$48,663.00
1.9 Contracting Officer for State Agency Director Justin A. Cutting		1.10 State Agency Telephone Number 603-223-4200	
1.11 Contractor Signature <i>WRL</i> Date: 08/04/2021		1.12 Name and Title of Contractor Signatory William R. Lane, President	
1.13 State Agency Signature <i>Steven Lavoie</i> Date: 9/17/21		1.14 Name and Title of State Agency Signatory Steven Lavoie, Director	
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: <i>A.G.</i> On: 9/29/21			
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 as indicated in block 1.17, 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. 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 affected 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. 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 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 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 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. 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 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.

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 cured, 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 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.

8.3. 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.

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) 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) 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

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 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.

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 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 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 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 ten (10) days prior to the expiration date of each insurance policy. 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 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 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.

KFT Fire Trainers, LLC shall provide the following services in accordance with RFP DOS 2021-08 to the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services. The contract period is effective upon Governor & Council approval through June 30, 2024. This contract is null and void if the Governor and Council does not approve it.

Preventative maintenance to be performed:

Preventative/Corrective Maintenance Service. This plan includes up to two (2) preventative maintenance visits per year including unplanned corrective maintenance work to KFT supplied and installed equipment. Work will be performed by a factory certified technician on items as described in the KFT T2000 Fire Trainer® Operations and Maintenance manual provided at time of equipment delivery. At time of PM, training is available either for new instructors or to refresh the current training team. This plan does not include system upgrades due to obsolete or unsupported hardware and/or software components.

Service	Preventative/Corrective Maintenance
On-site support - KFT employs a first available tech strategy to arrive, troubleshoot and correct any issues with the trainer subject to parts availability. If parts are required but not available, the tech will return at such time when the parts have arrived on site for installation.	X
Replacement parts, and labor for all repairs (upgrades are not considered repairs)	X
Check the operating performance of all fireplaces and adjust as required. Flame height at all levels and agent detection responses	X
Clean and/or replace all filter elements	X
Inspect all fans and blowers and lubricate all bearings (Repairs only for KFT installed equipment)	X
Inspect all pilot spark igniters and replace as required	X
Inspect and clean all pilot spark flame rods, replace as necessary	X

Inspect the fuel control station and adjust as required. Confirm sensor settings and adjust as required	X
Clean the fuel control station inlet strainer	X
Inspect and calibrate all gas detection assemblies	X
Inspect and adjust all smoke generators	X
Inspect the Programmable Logic Controller battery and replace as required	X
Check and Confirm latest PLC Ladder Logic is installed (updates performed as required)	X
Clean all equipment cabinets	X
Service report provided	X
On Call Phone Support - KFT provides return call service by a KFT Technician within 12-24 hours of receiving the customers initial call for assistance.	X
Discounted parts from KFT	All corrective service parts included
Remote access support (must have Ewon)	X

KFT Equipment included in contract proposal:

- Kitchen Fire
- Bedroom Fire

Cost	Costs Per Year
Year 1: Approval through 06/30/2022	\$13,221.00
Year 2: 07/01/2022 - 06/30/2023	\$13,221.00
Year 3: 07/01/2023 - 06/30/2024	\$13,221.00

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

Additional items that are optional: Smoke Fluid, Span Gas, Annual 1402 inspection.

KFT is not responsible for the following areas:

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

Time and Material pricing structure. Unplanned (Corrective) Support (without coverage) Cost 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

EXHIBIT C

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

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

FY2022	\$13,221.00
FY2023	\$13,221.00
FY2024	\$13,221.00

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

The contract price for the State's obligation will not exceed \$48,663.00. Partial payments are accepted and invoices shall be submitted when services have been completed to:

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

State of New Hampshire

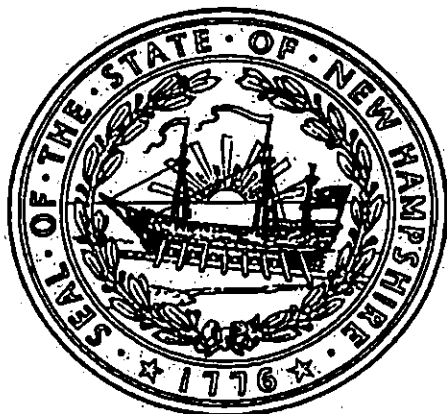
Department of State

CERTIFICATE

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

Business ID: 709143

Certificate Number: 0005385258



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of June A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



KFT Fire Trainer, LLC.
17 Philips Parkway
Montvale, NJ, 07645-1810, USA
Tel. +1 201 300 8100
Fax +1 201 300 8101
Info-us@kft.firetrainer.com
kft.firetrainer.com

04 August 2021

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

Attention: Heather Clough
Administrative Supervisor

Subject: New Hampshire Agreement Form Number P-37 dated 04 August 2021
Consent to Sign

Dear Ms. Clough,

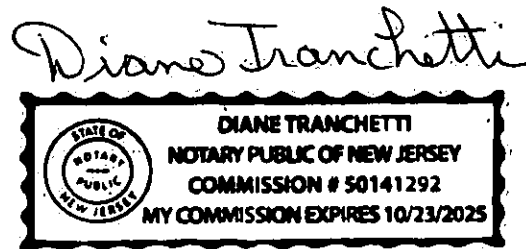
As Chair & Executive Director for KFT Fire Trainer, LLC, I confirm by this letter that the consents dated 9 December 2020, is still in effect and have not been repealed or revoked. Mr. William R Lane has the authority to sign the Agreement dated 04 August 2021 and continues to have signature authority.

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

Very truly yours,

Mirza Lane
Chair & Executive Director
KFT Fire Trainer, LLC

Sworn to and subscribed
before me this
4 day of Aug, 2021



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

December 9, 2020

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

ELECTION OF OFFICER

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

William R. Lane	President
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RATIFICATION OF OFFICERS

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

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

RATIFICATION

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

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

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

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

* * * * *

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

Mirza R. Lane



William R. Lane

David A. Greer

Peter L. Gould

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Mirza R. Lane



William R. Lane

David A. Greer

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Mirza R. Lane

William R. Lane

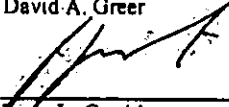
David A. Greer

Peter L. Gould

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

Mirza R. Lane

William R. Lane

David A. Greer


Peter L. Gould



CERTIFICATE OF LIABILITY INSURANCE

3/18/2022

DATE (MM/DD/YYYY)

6/22/2021

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 Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Everest National Insurance Company		10120
INSURER B: Travelers Property Casualty Co of America		25674
INSURER C: Zurich American Insurance Company		16535
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES KIDFI **CERTIFICATE NUMBER:** 12857204 **REVISION NUMBER:** XXXXXXXX

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	ADOL	SUBR	INSR	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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	N	N			RC8GL00033211	3/18/2021	3/18/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N			BAP 8629271-00	3/18/2021	3/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000	N	N			ZUP-71M75337-21-NF	3/18/2021	3/18/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	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/A			WC 8629269 - 00	3/18/2021	3/18/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 NH is a covered state under the Workers' Compensation policy.

CERTIFICATE HOLDER

12857204
 STATE OF NEW HAMPSHIRE - DEPT OF SAFETY
 DIVISION OF FIRE STANDARDS AND TRAINING AND
 EMERGENCY MEDICAL SERVICES
 33 HAZEN DRIVE
 CONCORD NH 03305

CANCELLATION See Attachment

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

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