

RESOLUTION NO. 31024

A RESOLUTION AUTHORIZING THE CHIEF OF THE CHATTANOOGA POLICE DEPARTMENT TO ENTER INTO A CONTRACT WITH SAFEWARE, IN SUBSTANTIALLY THE FORM ATTACHED AND APPROVED BY THE OFFICE OF THE CITY ATTORNEY, FOR A NOMAD MOBILE COMMAND VEHICLE, WITH AN ORIGINAL VEHICLE PURCHASE PRICE OF THREE HUNDRED FORTY-TWO THOUSAND DOLLARS (\$342,000.00) BASED UPON OMNIA CONTRACT #4400008468 FROM LEAD AGENCY FAIRFAX COUNTY, VA, PUBLIC SAFETY AND EMERGENCY PREPAREDNESS, LESS A TWENTY THOUSAND DOLLAR (\$20,000.00) TRADE-IN CREDIT OF AN INTERNATIONAL 4700, WITH AN EXPECTED DELIVERY OF THREE HUNDRED TEN (310) CALENDAR DAYS AFTER RECEIPT OF ORDER, FOR A FINAL TOTAL AMOUNT OF THREE HUNDRED TWENTY-TWO THOUSAND DOLLARS (\$322,000.00).

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Chief of the Chattanooga Police Department to enter into a contract with Safeware, in substantially the form attached and approved by the Office of the City Attorney, for a Nomad Mobile Command Vehicle, with an original vehicle purchase price of \$342,000.00 based upon OMNIA Contract #4400008468 from Lead Agency Fairfax County, VA, Public Safety and Emergency Preparedness, less a \$20,000.00 trade-in credit of an International 4700, with an expected delivery of 310 calendar days after receipt of order, for a final total amount of \$322,000.00.

The vehicle will also be used as a command center during special events that occur on a consistent basis. These special events would include: (1) two IronMan races; (2) Riverbend; (3) Motor Car Festival; and (4) needed responses to the pandemic of COVID-19. The one (1) year grant extension requested is for January 19, 2023.

ADOPTED: February 1, 2022
/mem



CITY OF CHATTANOOGA
Independent Contractor Services Standard Form Agreement

This INDEPENDENT CONTRACTOR SERVICES AGREEMENT (hereafter “Agreement”) is hereby made and entered into by and between NOMAD GLOBAL COMMUNICATION SOLUTIONS, INC., a Montana corporation with an office located at 5414 U.S. Highway 2 West, Columbia Falls, MT 59912 (“Contractor”) and the CITY OF CHATTANOOGA, a Tennessee municipal corporation with its principal office located at City Hall, 101 E. 11th Street, Chattanooga, TN 37402 (“City”), each individually referred to herein as a “Party” and collectively as the “Parties”. This Agreement shall be effective as of the date signed by the City’s authorized signatory (“Effective Date”).

This Agreement is prepared by the City of Chattanooga and sets forth the terms by which the stated Contractor shall perform the services identified in the Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference.

In consideration of the faithful performance of the terms, covenants, and conditions and the mutual obligations as set forth herein, the City and Contractor agree as follows:

1. **Term.** The Term of this Agreement shall begin on the Effective Date and be for a period of one (1) year.
2. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the City hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement. Contractor is not an employee of the City. The Contractor’s relationship to the City shall be that of independent contractor. The Contractor shall not represent or hold itself out to be an employee of City. The Contractor is not eligible to receive any health, medical, wellness or fringe benefits from the City.
3. **Scope of Services.**
 - a. The services (“Services”) provided during the term of this Agreement and covered by this Agreement are set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference.
 - b. Contractor warrants that the Services will be performed in a professional, efficient, and diligent manner consistent with generally accepted industry standards and with the level of competency and standard of care normally observed by a person practicing in Contractor’s profession. If City determines that any of the Services are not performed in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with City to review the quality of the Services provided and resolve matters of concern; (b) require Contractor to repeat any substandard Services at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to Section 13 below; or (d) pursue any and all other remedies at law or in equity.

4. **Compensation Terms.**

- a. As full compensation for the Services rendered pursuant to this Agreement, the City agrees to pay Contractor a total sum of Three Hundred Seven Thousand Six Hundred Seventy-Two Dollars and 00/100 (\$307,672.00) as set forth in the attached **Exhibit B**.
- b. It is understood and agreed that City will not withhold any amount for payment of taxes from the compensation of the Contractor.
- c. The City's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. Contractor shall invoice the City for Services performed. In no event will payment be made prior to receipt of an original invoice. The City is not liable for delays in payment caused by failure of the Contractor to send invoices to the address referenced herein.

5. **Supervision of the Work.**

- a. Contractor shall supervise and direct the Services described on **Exhibit A**, using Contractor's best skill and attention as approved by the City. Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Services provided hereunder. City will deal only through Contractor, who shall be responsible for the proper execution of the Services.
- b. Any subcontractor relationships or assignment not identified herein or in **Exhibit A** as part of this Agreement, must first be approved by City.
- c. A subcontractor ("Subcontractor") is a person or organization that has a direct contract with Contractor to perform any of the Services. Contractor agrees that it is as fully responsible to City for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by Contractor as it is for the acts and omissions of persons directly employed by it. Nothing contained in this Agreement or any other document associated with the performance of the Services shall create any contractual relation between any Subcontractor and City.
- d. Contractor shall assign only competent personnel to perform any portion of the Services. If at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform the Services, Contractor shall remove such person or persons immediately upon receiving written notice from City. If any person is identified in this Agreement (or any attachment hereto), Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of City.

- e. Contractor shall be responsible to City for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Services under a contract with Contractor.
 - f. Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Services performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by City. Subcontractor agrees to be bound to the Contractor by the terms of this Agreement and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward City. Contractor agrees to be bound to the Subcontractor by all of the obligations that City assumes to Contractor under this Agreement as to the portion of the Services performed by Subcontractor.
6. **Insurance.** Contractor shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure Contractor against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverage as follows:
- a. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
 - b. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
 - c. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
 - d. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Contractor shall not begin work under this Agreement until a Certificate of Insurance has been submitted to the City showing proof that Contractor has obtained the necessary insurance coverage. If any of the above cited policies expire during the life of this Agreement, it is the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions:

- i. City of Chattanooga, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability

ii. Contractor's insurance must be primary insurance as respects performance of subject contract.

iii. All policies, except Professional Liability Insurance, if applicable, waives rights of recovery (subrogation) against City of Chattanooga, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or Services performed by Contractor under this Agreement.

7. **Indemnification**. Contractor must defend, indemnify and hold harmless the City against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from the Services purchased provided under this Agreement, or from any act or omission of Contractor, its agents, employees or subcontractors. Additionally, Contractor shall defend, indemnify and hold harmless City from and against any and all third party claims and liabilities (including, without limitation, reasonable attorneys' fees and costs), regardless of the form of action, arising out of or in connection with a claim that the Services, when used within the scope of this Agreement, infringes, violates or misappropriates a valid third party patent, copyright or other proprietary right, provided that Contractor is notified promptly in writing of the action and Contractor is given the option, at its expense, to control the action and all requested reasonable assistance to defend the same.

8. **Intellectual Property Rights in Work Product**. Contractor agrees that all work product it produces within the scope of this Agreement shall be considered "works made for hire" under the federal copyright laws. Contractor hereby assigns, sells, transfers, grants, and conveys all right, title, and interest in such work product to City. During the course of this Agreement, Contractor may further develop its knowledge, skills, and experience. Nothing in this Agreement is intended to limit Contractor's use of any knowledge, skills, experience, ideas, concepts, know-how, and techniques developed prior to or during the course of this Agreement, without limitation, in the development, manufacturing, and marketing of products and services for itself or for other clients. Contractor hereby acknowledges and agrees that any proprietary property of City provided by City to Contractor in conjunction with the Services to be performed under this Agreement shall remain the property of City.

9. **Confidentiality**. Contractor must consider all information furnished by City to be confidential and not disclose any information to any other person, or use the information itself for any purpose other than performing this Agreement, unless Contractor obtains written permission from City to do so. This paragraph applies to drawings, specifications, or other documents prepared by Contractor for City in connection with this Agreement. Contractor must not advertise or publish the fact that City has contracted to receive Services from Contractor, nor is any information relating to the order to be disclosed without City's written permission. No commercial, financial or technical information disclosed in any manner or at any time by Contractor to City is to be considered secret or confidential, unless otherwise agreed in writing, and Contractor has no rights against City with respect to this information except any rights as

may exist under patent laws. Contractor recognizes that City's employees have no authority to accept any information in confidence.

10. **Performance by Contractor.**

- a. **Conduct on City's Premises** -- The Services shall be performed with the City's full cooperation, on the premises of City or remotely. Contractor agrees, while working on City's premises, to observe City's rules and policies relating to the security thereof, access to or use of all or part of the City's premises and any of City's property, including proprietary or confidential information. Contractor agrees that when it is working on City's premises, its personnel shall observe City's administrative and ethics codes relating to the security, access or use of all or part of City's premises and any of City's property, including proprietary or confidential information.
- b. **Inquiries by City** – Contractor shall respond expeditiously to any inquiries pertaining to this Agreement from City.
- c. **Coordination of Services** – Contractor shall schedule work hours as needed to coordinate Services with City staff and external parties.

11. **Records and Retention Audit.** The term “Contractor” is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Engineer, Contractor, Licensee, Supplier, Vendor, Contractor, Grant Recipient, etc.).

- a. All records relating in any manner whatsoever to the Services, or any designated portion thereof, which are in the possession of the Contractor, or any of the Contractor's independent contractors, associates, and/or subcontractors, shall be made available for inspection and copying upon written request to the City. Additionally, said records shall be made available upon request by the City to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Services. Said records expressly include those documents reflecting the time expended by the Contractor and its personnel to perform the obligations of this Agreement, and the records of expenses incurred by the Contractor in its performance under said Agreement. The Contractor shall maintain and protect these records for no less than **seven (7) years** after the completion of the Services, or for any longer period of time as may be required by applicable law, good professional practice, and upon notice during the pendency of any claims or litigation arising from the Services.

- b. The City, or its assigns, may audit all financial and related records (including digital) associated with the terms of the contract or agreement, including timesheets, reimbursable out of pocket expenses, materials, goods and equipment claimed by the Contractor. The City may further audit any of the Contractor's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement), or to identify conflicts of interest.
- c. The Contractor shall at all times during the term of the contract or agreement, and for a period of seven (7) years after the end of the contract, keep and maintain records of the work performed pursuant to this contract or agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be maintained by the Contractor, which are necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with general accepted accounting principles. The Contractor shall, at its own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.
- d. The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors or suppliers of goods or non-professional services to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.
- e. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City, unless the audit identifies significant findings that would benefit the City. The Contractor will reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
- f. This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

12. **Termination for Convenience.** City reserves the right to terminate this Agreement or any part of this Agreement at its sole convenience with thirty (30) days written notice. In the event of termination, Contractor must immediately stop all work and immediately cause any of its suppliers or subcontractors to cease any further work. Contractor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or subcontractors which Contractor could reasonably have avoided.

13. **Termination for Cause.** City may also terminate this Agreement, or any part of this Agreement, with seven (7) days written notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this Agreement. Late deliveries, performance of Services which do not conform to this Agreement, and failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this Agreement for cause. In the event of cancellation for cause, City is not liable to Contractor for any amount, and Contractor is liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation. If it should be determined that City has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.

14. **Dispute Resolution.** Claims, disputes, or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement, or breach thereof, shall be subject to mediation in Chattanooga, Tennessee, in accordance with the following provisions:

- a. The mediation shall be conducted by a mediator mutually acceptable to both Parties.
- b. The Parties agree to share equally in the expense of the mediation.
- c. Such mediation may include the Contractor or any other person or entity who may be affected by the subject matter of the dispute.
- d. Unless the Parties agree otherwise, mediation shall be a condition precedent to the exercise of any legal remedy other than a proceeding seeking an immediate injunction or restraining order to protect the rights of a Party pending litigation. Notwithstanding the issuance of an injunction or restraining order, or the refusal of a court to issue such an order, the dispute shall continue to be subject to mediation.

15. **Delay in Performance.** Neither City nor Contractor shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming Party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. Should such circumstances occur, the nonconforming Party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement. If the Contractor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the City or circumstances beyond his control, an equitable adjustment to the contract amount can be made to

compensate for additional costs incurred.

For delays in performance by Contractor caused by circumstances which are within its control, such delays shall be documented and presented to the Purchasing Department at the conclusion of the Services and acknowledged by both City and Contractor. Completed form shall be retained by City for a period of seven years and reviewed prior to Contractor selection for future City projects. In the event Contractor is delayed in the performance of Services because of delays caused by City, Contractor shall have no claim against City for damages or contract adjustment other than an extension of time.

16. **Notice.** Any notice required or permitted to be given to any Party to this Agreement shall be given in writing and shall be delivered personally or sent by United States mail postage prepaid or by a nationally recognized overnight carrier, or sent by e-mail addressed to the Parties as set forth below:

If to Contractor:

Nomad GCS, Inc.
Attn: Sam Steyn
P O Box 865
Kalispell, MT 59903
Sam.Steyn@nomadgcs.com

If to City:

City of Chattanooga
Attn: Chief of Police
3410 Amnicola Highway
Chattanooga, TN 37402

With Copy to:

City of Chattanooga
Office of the City Attorney
100 E. 11th Street, Suite 200
Chattanooga, TN 37402
(423) 643-8250

Either Party may alter the address to which communications or copies are to be sent by giving notice of such change of address to the other Party.

17. **Waiver.** A waiver by either City or Contractor of any breach of this Agreement shall be in writing. City's failure to insist on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege, or City's waiver of any breach does not waive any other terms, conditions, or privileges, whether of the same or similar type.

18. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance

of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section 19 shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee and the Codes of the City of Chattanooga.

20. **Entire Agreement.** This Agreement represents the entire and integrated agreement between City and Contractor. All prior and contemporaneous communications, representations, and agreements by Contractor, whether oral or written, relating to the subject matter of this Agreement, are hereby incorporated into and shall become a part of this Agreement.

21. **Successors and Assigns.** City and Contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

22. **Assignment.** Neither City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other Party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Contractor from employing independent contractors, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Contractor employs independent contractors, associates, and subcontractors to assist in performance of the Services, Contractor shall be solely responsible for the negligent performance of the independent contractors, associates, and subcontractors so employed.

23. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

24. **Relationship of Parties.** Nothing contained herein shall be construed to hold or to make the City a partner, joint venturer, or associate of Contractor, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the Parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

25. **Amendment.** This Agreement may only be amended or modified in writing signed by the Parties hereto.

26. **Non-Disclosure.** Contractor agrees not to disclose or to permit disclosure of any information designated by the City as confidential, except to the Contractor's employees and independent Contractors, associates, and subcontractors who require such information to perform the services specified in this agreement.

27. **Non-Discrimination.** Contractor agrees to comply with all federal, state, and local non-discrimination laws and regulations. Contractor agrees not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age or national origin. Contractor further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.

28. **Drug Free Workforce.** Contractor certifies that it will provide a drug-free workplace and agrees to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.

29. **Federal or State Funding.** In the event that the project is funded in whole or in part by Federal or State grants, Contractor agrees to abide by all applicable Federal and State laws, regulations, grant conditions and procedures.

30. **Compliance with Laws.** The City has entered into this Agreement with Contractor relying on its knowledge and expertise to provide the Services contracted for. As part of that reliance, Contractor represents that he knows and understands the relevant and applicable federal and state laws that apply to the Services provided through this contract, and agrees to comply with these relevant and applicable federal and state laws.

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1988.

[SIGNATURE PAGE TO FOLLOW]

City of Chattanooga Independent Contractor Services Standard Form Agreement

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have executed this Agreement which shall become effective as of the Effective Date stated herein.

| | |
|---------|--------------------------------|
| Attest: | CITY OF CHATTANOOGA, TENNESSEE |
| | By: |
| | Printed Name: |
| | Title: |
| | Date: |

| | |
|---------|---------------|
| Attest: | CONTRACTOR |
| | By: |
| | Printed Name: |
| | Title: |
| | Date: |

Verification Statements (Requesting Department and by Assigned Attorney)

| | |
|---|--|
| Requesting Department verifies no changes have been made to this Standard Form Agreement without prior review & approval by the Office of the City Attorney | |
| An Attorney for the City has reviewed this Agreement and approves it as to form and legality. | |



**NOMAD
GCS
COMPANY
PROPOSAL**

CITY OF CHATTANOOGA
MOBILE COMMAND VEHICLE

WHEN EVERY MINUTE MATTERS

1.1 // PROJECT UNDERSTANDING

Exhibit A - Scope of Services

Nomad GCS understands the needs of the City of Chattanooga to be a new Mobile Command Vehicle that will replace the police department's current mobile command vehicle. The City of Chattanooga Police Department needs a platform that will facilitate effective workspaces, efficient communication and must be transportable to a variety of locations.

With nearly twenty years of experience designing, engineering and manufacturing mobile command and specialty vehicles, Nomad GCS is well positioned to partner with City of Chattanooga on this project. Through close partnership, our goal is to develop a solution that will serve your teams now and well into the future.

Nomad GCS and Safeware Inc, will manufacture and supply a custom-built Mobile Command Vehicle to the City of Chattanooga. This vehicle will be equipped to support emergency personnel from the City of Chattanooga with communication and shelter during public safety events and natural disasters.

Overview

As the needs of our customers are wide ranging, so are our solutions and platforms. We want to ensure that the vehicle will perform well in mobile applications and provide ample space when it is deployed. Engineered for extreme situations and regular usage, Nomad's heavy duty mobile solutions are designed for large teams of personnel, lengthy deployments, and severe conditions. Agencies will benefit from the way we design for maximized workspace, chassis options, and increased amenities. Our goal is to effectively support unified teams in rapid deployment, communication and control for all missions.

Strategic Partners

In partnership with the most innovative companies in the industry (Kymeta, Cisco, Rajant, Crestron, Motorola, JPS, etc.), Nomad uses the highest quality network equipment available today. Our technicians and engineers have specialized certifications and qualifications that make us uniquely suited to design and implement a truly mobile and rugged solution set to fit your needs now and into the future. We use product lines that are durable and dependable, but also offer a very modular approach to building out your network. It's a pay as you grow type solution.

Collaborative Solutions

Our proposed solution in the following pages fully meets or exceeds all requirements, however we would like the opportunity to share a few thoughts and feedback based on our experience over the past twenty years. While we know we can't fully understand the perspective of the end user, we would like to offer minor adjustments to the overall design with the hopes that they would make the shelters an even superior platform for users.

Note: Due to proprietary and safety reasons, the detailed specifications and drawings of the Mobile Command Vehicle for the City of Chattanooga are on file with Nomad GCS and the City of Chattanooga as confidential documents.





QUOTATION

4403 Forbes Blvd.
 Lanham, MD 20706-4328
 USA
 301-683-1234
 www.safewareinc.com

Exhibit B

| | |
|---------------------|--------|
| Order Number | |
| 1833666 | |
| Order Date | Page |
| 11/15/2021 11:14:05 | 1 of 2 |

Quote Expires On 12/15/2021

Bill To: **Customer ID:** 66862
 City of Chattanooga
 101 E. 11Th St., Room 101
 Attn: Accounts Payable
 Chattanooga, TN 37402

Ship To:
 Chattanooga Police Department
 702 E. 11th Street
 Chattanooga, TN 37402

423-643-5689

Requested By: Lt Daniel Jones

| | | |
|------------------------------|----------------|--------------------------|
| PO Number | Taker | Email |
| Nomad Mobile Command Vehicle | Peter Van Kirk | pvankirk@safewareinc.com |
| Freight Terms | Phone | Fax |
| Freight Paid | 561-262-8343 | 301-683-1200 |

| Quantities | | | | | Item ID | Pricing UOM | Unit Price | Extended Price |
|-------------------|------------------|------------------|----------------------|--------------|----------------|--------------------|-------------------|-----------------------|
| Ordered | Allocated | Remaining | UOM Unit Size | Disp. | | | | |

Order Note: Payment schedule of 100% upon completion

Order Note: Pricing includes a \$20,000 credit for Trade-In of an International 4700.

| | | | | | | | | |
|------|------|------|----|-----|--|----|------|------|
| 1.00 | 0.00 | 1.00 | EA | | PVANKIRK | EA | 0.00 | 0.00 |
| | | | | 1.0 | For questions regarding this proposal Please contact: Peter Van Kirk Safeware Director-Government Security Solutions (M) 561-262-8343 (O) 561-400-1029 (F) 804-236-0429 (E) pvankirk@safewareinc.com | | | |

| | | | | | | | | |
|------|------|------|----|--|--|-------------------------------|------------------------------|------------|
| 1.00 | 0.00 | 1.00 | EA | | NOM 803864 | EA | 307,672.00 | 307,672.00 |
| | | | | | Safeware List Price: 555,376.27 | Contract Discount: 41% | Your Discount: 44.60% | |
| | | 1.0 | | | Mobile Command Vehicle | | | 1.0 |

Order Line Notes: Mobile Command Vehicle
 - 18' Customer Purpose Built Command Shelter
 - Ford F550 4x2 Regular Chassis
 - Meets or exceeds specification requirements
 - Nomad Standard 12 Year Warranty
 - Delivery & Training Included
 Customer requested requirements included in base price:
 Please see the following pages for detailed specification.
 - Hydraulic Leveling System
 - 360-Degree Camera System



QUOTATION

4403 Forbes Blvd.
 Lanham, MD 20706-4328
 USA
 301-683-1234
 www.safewareinc.com

| | |
|---------------------|--------|
| Order Number | |
| 1833666 | |
| Order Date | Page |
| 11/15/2021 11:14:05 | 2 of 2 |

Quote Expires On 12/15/2021

| Quantities | | | | | Item ID Item Description | Pricing UOM Unit Size | Unit Price | Extended Price |
|------------|-----------|-----------|------------------|-------|-----------------------------|-----------------------------|---------------|-------------------|
| Ordered | Allocated | Remaining | UOM Unit Size | Disp. | | | | |

- Dejero 6 Sim
- Emergency Light Kit (6x)
- Automatic Vertical Arm Awning
- Three (3) Interior Computer Workstations
- One (1) Exterior Workstation
- Two (2) 40" Smart/Touch TV
- One (1) Curbside Entry

Order Line Notes: Trade-In Credit of \$20,000 for a trade-in of an International 4700.

Original Price \$327,672.00
 Less Trade-In Allowance (\$20,000.00)

New Price: \$307,672.00

| | | | | | | | | |
|--|------|------|----|-----|----------------------------|-----|------|------|
| 1.00 | 0.00 | 1.00 | EA | | OMNIA | EA | 0.00 | 0.00 |
| | | | | 1.0 | OMNIA Contract #4400008468 | 1.0 | | |
| Lead Agency: Fairfax County, VA Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. *Register with OMNIA at www.omniapartners.com/publicsector | | | | | | | | |

Total Lines: 3

SUB-TOTAL: 307,672.00

TAX: 0.00

AMOUNT DUE: 307,672.00

Actual freight added per freight terms