DATE: July 18, 2023

TO: Mayor and Council Members

FROM: Police Department

SUBJECT: Agreement with Meridian Rapid Defense Group for the Purchase of Portable Anti-Vehicle Barriers (RFP No. 0197)

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve an agreement with Meridian Rapid Defense Group, LLC (Meridian) for the purchase of portable anti-vehicles barriers, in an amount not to exceed $193,497.77. (Various Funds)

BACKGROUND:
As part of the Police Department’s (Department) role to ensure crowd safety and traffic control at public events, the Department occasionally uses anti-vehicle barriers. These barriers are set-up in specific areas to prevent vehicles from driving through and potentially harming pedestrians. These barriers were previously rented for use at various events in the City. The Department anticipates that the need for these vehicle barriers will increase, as multiple events are scheduled during the current calendar year.

DISCUSSION:
On March 16, 2023, the Purchasing and Services Division released Request for Proposal (RFP) No. 0197 for the purchase of anti-vehicle barriers and accessories. On April 6, 2023, the RFP closed with two (2) proposals received. The following is a list of the vendors that responded, their location, and ranking:

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Primary Location</th>
<th>Ranking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Security Technologies</td>
<td>Closter, NJ</td>
<td>1</td>
</tr>
<tr>
<td>Meridian Rapid Defense</td>
<td>Pasadena, CA</td>
<td>2</td>
</tr>
</tbody>
</table>

Vendors were asked to submit a proposal for mobile vehicle barriers covering an area of a minimum of ninety (90) feet, transportation trailers, all accessories needed to deploy, move, position, and reposition barriers, and any user training. The proposed barriers needed to meet a number of features as required.

Although Advanced Security Technology scored higher in the evaluation process, the vendor did not meet the requirements of having ballistic protection and being reusable after impact. The proposal submitted by Meridian met all of the requirements as indicated on the RFP. Based upon the aforementioned RFP results, the Department wishes to establish an agreement with Meridian for the purchase of anti-vehicle barriers.
FINANCIAL/FUNDING ISSUES AND SOURCES:
The total cost of this purchase shall not exceed $193,497.77. Sufficient funds for this expenditure are available in the Fiscal Year 2022-2023 Budget under the following Account Code Nos.:

<table>
<thead>
<tr>
<th>Account Code No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>226.045.4571.45045.00</td>
<td>Public Safety Grants Fund-Police-L.A. Urban Area Security Initiative-Special Expense</td>
<td>$189,786.00</td>
</tr>
<tr>
<td>001.045.4520.45045.00</td>
<td>General Fund-Police-Administrative Services-Special Expense-Police Dept</td>
<td>$3,711.77</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$193,497.77</strong></td>
</tr>
</tbody>
</table>

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Agreement with Meridian
Attachment No. 2 – Meridian’s Response to RFP-0197
Attachment No. 3 – RFP-0197 for Purchase of Anti-Vehicle Barriers and Accessories

PREPARED BY:
Anna Chanyat, Police Administrative Analyst

COUNCIL PRESENTER:
Cardell Hurt, Acting Chief of Police
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL: 

Cardell Hurt, Acting Chief of Police

CITY MANAGER APPROVAL: 

Artie Fields, City Manager
ATTACHMENT NO. 1
AGREEMENT NO.: _________

THIS AGREEMENT is made and entered into this _________ day of ____, 2023, by and between the CITY OF INGLEWOOD (hereinafter referred to as "City") and Meridian Rapid Defense Group LLC, a Delaware Corporation, with its principal place of business located at 177 E. Colorado Blvd., Suite 200, Pasadena, CA 91105 ("Consultant") (collectively referred to as "the Parties").

WHEREAS, City is seeking to purchase Anti-Vehicle Barriers and Accessories; and
WHEREAS, the City advertised a Request for Proposal – RFP-0197 and several proposals were received; and
WHEREAS, based on the written proposal and the City’s Evaluation Committee’s scoring, Consultant was selected for RFP-0197; and
WHEREAS, Consultant agrees that it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research; and

NOW THEREFORE, the City and Consultant hereto mutually agree as follows:

ARTICLE 1 -- SCOPE OF SERVICES

1.1 Scope of Services. Consultant shall provide all labor, tools, materials, equipment and supplies necessary for the services more fully described in its proposal, which is attached as Exhibit “A” hereto and incorporated herein by this reference as if set forth in full. In the event of a conflict or ambiguity, the order of precedence shall be:

   a. Change orders, contract amendments (whichever is later);
   b. This Agreement; and then
   c. Exhibit “A”.

1.2 Contractor agrees to work closely with City staff in the performance of Services and shall be available to City staff, consultants and other staff at all reasonable times.
1.3 Licenses/Permits. Consultant shall obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

1.4 Conflict of Interest. Consultant covenants that neither it, nor any of its employees, agents, contractors, and/or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

1.5 Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.6 Professional Practices. It is mutually agreed that City is relying upon the professional skill of Consultant as a specialist in the work. Consultant shall perform all services required by this Agreement in a first-class manner and shall conform to the highest and best professional standards of quality observed by a person practicing in Consultant's profession. Acceptance of the Consultant's work by City does not operate as a release of Consultant's representations.

ARTICLE 2 -- SCOPE OF CITY’S DUTIES

2.1 City shall provide Consultant with such necessary and appropriate information which it possesses and which are necessary for carrying out the work as outlined in Scope of Services.

ARTICLE 3 -- COMPENSATION

3.1 The total maximum compensation paid to Consultant for expenses and the performance of all services shall not exceed one hundred ninety-three thousand four hundred ninety-seven dollars and seventy-seven cents as set forth as follows:
<table>
<thead>
<tr>
<th>Product</th>
<th>Cost</th>
<th>Quantity</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Vehicle Barriers</td>
<td>$6,513.75</td>
<td>16</td>
<td>$104,220.00</td>
</tr>
<tr>
<td>Transportation Trailers</td>
<td>$21,384.89</td>
<td>2</td>
<td>$42,769.78</td>
</tr>
<tr>
<td>Archer Hauler</td>
<td>$1,925.18</td>
<td>2</td>
<td>$3,850.36</td>
</tr>
<tr>
<td>Archer Field Tow Bar</td>
<td>$531.99</td>
<td>4</td>
<td>$2,127.96</td>
</tr>
<tr>
<td>Arrestor Cable (4 ft.)</td>
<td>$574.18</td>
<td>14</td>
<td>$8,038.52</td>
</tr>
<tr>
<td>Arrestor Cable (10 ft.)</td>
<td>$670.68</td>
<td>4</td>
<td>$2,682.72</td>
</tr>
<tr>
<td>Taxes (10%)</td>
<td></td>
<td></td>
<td>$16,518.43</td>
</tr>
<tr>
<td>Shipping</td>
<td></td>
<td></td>
<td>$11,795.00</td>
</tr>
<tr>
<td><strong>Training (must be certified)</strong></td>
<td></td>
<td></td>
<td><strong>$1,495.00</strong></td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
<td><strong>$193,497.77</strong></td>
</tr>
</tbody>
</table>

3.2 Invoices. All invoices submitted by Consultant shall be submitted on a monthly basis and shall contain: (1) date of invoice; (2) sequential invoice number; (3) City Agreement Number; (4) total Agreement Amount; (5) total invoice amount; (6) description of service or supplies provided; (7) Consultant’s employee name providing service, time spent and hourly rate; (8) total billed to date; and (9) total amount remaining on Agreement. Any additional services approved and performed pursuant to this Agreement shall be designated as “Additional Services” and shall identify the number of the authorized change order, where applicable, on all invoices.

3.3 Documentation. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.

3.4 Additional Services. No compensation will be provided for any other task or service(s) without specific prior written consent from the City.

3.5 Consultant shall not charge and City shall not pay any finance charges and/or late fees on any overdue invoices.
ARTICLE 4 – TERM & TERMINATION

4.1 Term. This agreement shall terminate on December 31, 2023.

4.2 Notice of Termination. The City reserves and has the right and privilege of immediately canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

ARTICLE 5 – NOTICES

4.1 Notices. Any notices given pursuant to this Agreement shall be deemed received and effective when properly addressed, postage prepaid, and deposited in the United States mail to the respective parties as follows:

City:
City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301

Consultant:
Alan Walter
Meridian Rapid Defense Group LLC
177 E. Colorado Blvd., Suite 200
Pasadena, CA 91105

With a copy to:
Marie DiBernardo
One Manchester Boulevard
City of Inglewood
Inglewood, CA 90301

ARTICLE 6 – NO AGENCY RELATIONSHIP

6.1 Independent Contractor. No agency relationship between Consultant and City is intended or created by this Agreement. Consultant is not authorized and shall not at any time or in any manner represent that it is an agent, servant, or employee of City; it being expressly understood that Consultant is and at all times shall remain a wholly independent contractor. Consultant shall have no authority to bind City in any manner, to incur any obligation, debt, or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred in writing by an authorized representative of City.
6.2 No Retirement/Health Benefits. Neither Consultant, nor any of Consultant’s officers, employees, or agents, shall obtain rights to retirement, health care, or any other benefits which may otherwise accrue to City’s employees. Consultant expressly waives any claim Consultant may have to any such rights. Consultant agrees to purchase its own worker’s compensation insurance for California.

6.3 CalPERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractors under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for CalPERS benefits.

ARTICLE 7 – OWNERSHIP OF DOCUMENTS

7.1 Ownership of Documents. All documents prepared, developed, or discovered by Consultant in the course of providing any services pursuant to this Agreement including but not limited to original studies, surveys, reports, data, notes, computer files, and all other documents are and shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, Consultant shall give City all such documents, including but not limited to original studies, surveys, reports, data, notes, computer files, files, and other documents within
ten (10) days of delivery of termination notice, completion or expiration of this Agreement, at no cost to City.

ARTICLE 8 --

CONFIDENTIAL INFORMATION, RELEASE OF INFORMATION

8.1 Confidentiality. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

8.2 Subpoena Response. Consultant, its officers, employees, agents, or subcontractors, shall not voluntarily provide declarations, letters of support, and testimony at depositions, respond to a court order or subpoena, response to interrogatories, or other information concerning the work performed under this Agreement without City’s prior written approval.

Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right to be present at any deposition, hearing, or similar court-ordered proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests served on Consultant and proposed responses thereto. However, this right to review any response does not imply or mean the right by City to control, direct, or rewrite said response.

8.3 Indemnification/Reimbursement. If Consultant, or any officer, employee, agent, or subcontractor of Consultant, provides any information of work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs, and fees, including attorney fees, caused by or incurred as a result of Consultant’s negligence and/or wrongful conduct.
ARTICLE 9 – INSURANCE AND HOLD HARMLESS

9.1 Insurance Requirements:

9.1.1 Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California and have a current A.M. Best rating of not less than A:VII.

9.1.2 Insurance Verification. Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City’s forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

9.1.3 Commencement of Services. Consultant, and/or sub-Contractor, shall not commence services under this Agreement until it has provided evidence satisfactory to the City Attorney that it has secured all insurance required under this section. Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of work hereunder by the Consultant, his agents, representatives, or employees. The cost of such insurance shall be borne by the Consultant.

9.2.0 Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverage:

9.2.1 Comprehensive general liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than Two Million Dollars ($2,000,000.00) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
9.2.3 Automobile liability for any vehicle (Code 1) with a policy limit of not less than Two Million Dollars ($2,000,000.00), combined single limits, per occurrence and aggregate for bodily injury and property damage.

9.2.4 Workers’ compensation insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disaster. Consultant agrees to waive, and to obtain endorsements from its workers’ compensation insurer waiving, subrogation rights under its workers’ compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers’ compensation insurance policies.

9.2.5 Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars ($2,000,000.00), per occurrence or claim, and $4,000,000 policy aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

9.3.0 Endorsements. The comprehensive general liability insurance and auto insurance policies shall contain or be endorsed to contain the following provisions:

9.3.1 Additional insureds: "The City of Inglewood and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."

9.3.2 Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City. City will accept ten (10) days prior written notice for non-payment of premium."

9.3.3 Primary Insurance & Non-Contributing insurance: "This insurance is primary and any other insurance maintained by the City of Inglewood shall be excess and not contributing with the insurance provided by this policy."

9.4 Deductibles. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an
additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

9.5 Hold Harmless: Consultant agrees to hold City harmless from any liability for bodily or personal injury to or death of any person and for injury to or loss of any property resulting from or arising out of the negligent or wrongful acts of Consultant, its officers, employees, agents, or representatives, in performance or failure to perform any services required by this Agreement.

ARTICLE 10 -- MISCELLANEOUS

10.1 Extra Work. Consultant shall not receive compensation for any services provided outside the scope of services listed above unless approved by the City Council, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

10.2 Authority to Sign Agreement. The person executing this Agreement on behalf of the Consultant warrants that: (1) the Consultant is duly organized and existing; (2) he/she is duly authorized to execute this Agreement on behalf of the Consultant; (3) by so executing this Agreement, the Consultant is formally bound to the provisions of this Agreement; and (4) the entering into this Agreement does not violate any provision of any other Agreement to which the Consultant is bound.

10.3 Right to Audit. City shall have access to and the right to examine, audit, excerpt copy or transcribe any pertinent transaction, activity, or record relating to this Agreement. City auditors, at all reasonable times, shall have access to the offices of Consultant and its subcontractors, and all necessary records, and shall be provided adequate working area for the City auditors to conduct audits in compliance with this Agreement. Such working area shall include: a desk, chair, calculator and telephone, and shall have ready access to a photocopy and facsimile machine. City auditors shall be allowed to interview any employee of Consultant and its subcontractors throughout the term of this Agreement and for a period of three (3) years after final payment or longer if required by law.
All materials, including all pertinent financial records and proprietary data, shall be stored and maintained by Consultant at its main facility. Originals and/or copies of such documents or records shall be provided, at Consultant’s expense, directly to the City.

Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant’s business, City may, by written request, require that custody of such documents or records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

10.4 Non-Assignability. Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without prior written approval of City.

10.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

10.6 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person’s race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

10.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
10.8 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

10.9 Interpretation. The parties waive any benefits from the principles of *contra proferentum* and interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any party on the basis that the particular party is the drafter of any part of this Agreement.

10.10 Titles. Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

10.11 Counterparts. This Agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties hereto.

10.12 Severability; Invalidity. In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

10.13 Governing Law; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.
10.14 Entire Agreement. This Agreement is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing and duly executed by the parties or their authorized representatives.

IN WITNESS WHEREOF, the City of Inglewood and Consultant, have executed this Agreement as of the date first above written.

CITY OF INGLEWOOD

MERIDIAN RAPID DEFENSE GROUP LLC

_____________________________  ______________________________
James T. Butts, Jr., Mayor       Alan Walter

Alan Walter, Chief Financial Officer

ATTEST:

_____________________________
Aisha L. Thompson, City Clerk

APPROVED AS TO FORM

_____________________________
Kenneth R. Campos, City Attorney
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER: Knauf Maxwell Insurance Services
2900 W. Broadway
Los Angeles, CA 90041

INSURED: Meridian Rapid Defense Group, LLC
177 E Colorado Blvd., Suite 200
Pasadena, CA 91105

CONTACT

PHONE: (323) 550-7900
FAX: (323) 256-0800
EMAIL: Deborahm@kmmins.com

INUMBER: 37532

INSURER: Great American E & S Insurance Company

INSURER: CompWest Insurance Company

DERALD BRENNEHAN

CERTIFICATE 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.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>PL1744899-05</td>
<td>8/4/2022</td>
<td>1,000,000</td>
</tr>
<tr>
<td>AUTOMOBILE LIABILITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UMBRELLA LIABILITY</td>
<td>XS2654575-04</td>
<td>8/4/2022</td>
<td>5,000,000</td>
</tr>
<tr>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

City of Inglewood is included as additional insured, including primary, non-contributory wording and waiver of subrogation as respects General Liability coverage; only as per attached endorsement(s) and per contract.

CANCELLATION

ACORD 25 (2016/03) © 1988-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIALTY PLUS ENDORSEMENT**

"This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

"This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the Policy wording.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit of Insurance</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Owned: Aircraft</td>
<td>Included</td>
<td>2</td>
</tr>
<tr>
<td>Non-Owned: Watercraft</td>
<td>Included</td>
<td>2</td>
</tr>
<tr>
<td>Medical Payments increased limits</td>
<td>$20,000</td>
<td>3</td>
</tr>
<tr>
<td>Who Is An Insured: Broadened Named Insured</td>
<td>Included</td>
<td>3</td>
</tr>
<tr>
<td>Who Is An Insured: Fellow Employee</td>
<td>Included</td>
<td>3</td>
</tr>
<tr>
<td>Who Is An Insured: Newly Formed or Acquired Organizations</td>
<td>Included</td>
<td>4</td>
</tr>
<tr>
<td>Knowledge of Occurrence, Claim or Suit</td>
<td>Included</td>
<td>4</td>
</tr>
<tr>
<td>Unintentional Errors Or Omissions</td>
<td>Included</td>
<td>4</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury Amendment of Discrimination or Humiliation</td>
<td>Included</td>
<td>4</td>
</tr>
<tr>
<td>Incidental Malpractice Liability</td>
<td>Included</td>
<td>5</td>
</tr>
<tr>
<td>Additional Insured: Owners, Lessees, and Contractors</td>
<td>Included</td>
<td>5</td>
</tr>
<tr>
<td>Additional Insured: Vendors</td>
<td>Included</td>
<td>6</td>
</tr>
<tr>
<td>Primary and Non-Contributory Extension</td>
<td>Included</td>
<td>6</td>
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<tr>
<td>Damage to Premises Rented to You (Fire, Lightning, and &quot;Explosion&quot;)</td>
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<td>8</td>
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<tr>
<td>Waiver of Subrogation</td>
<td>Included</td>
<td>9</td>
</tr>
<tr>
<td>Property Damage - Elevators</td>
<td>Included</td>
<td>9</td>
</tr>
</tbody>
</table>
A. Non-Owned Aircraft

Under paragraph 2. Exclusions of SECTION I - COVERAGES - Coverage A - Bodily Injury and Property Damage Liability, exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft provided:

1. it is not owned by any insured;

2. it is hired, chartered or loaned with a trained paid crew;

3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and

4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph 2. Exclusions of SECTION I - COVERAGES - Coverage A - Bodily Injury and Property Damage Liability, subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft is replaced by the following:

This exclusion does not apply to:

(2). A watercraft you do not own that is:

(a). less than 55 feet long; and

(b). not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply to watercraft 27 to 55 feet long if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.
C. Medical Payments Increased Limits

Unless Coverage C - Medical Payments, or the Product-Completed Operations Hazard has been excluded from this Policy, the following applies:

Under paragraph 2. Exclusions of SECTION I - COVERAGE, Coverage C - Medical Payments, exclusion f, Products-Completed Operations Hazard is replaced by the following:

f. Product-Completed Operations Hazard

Included within the "products-completed operations hazard."

However, this exclusion does not apply to expenses for dental services.

The Medical Expense Limit in paragraph 7. of SECTION III - LIMITS OF INSURANCE is replaced by the following Medical Expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

a. $20,000; or

b. the amount shown in the Declarations for Medical Expense Limit.

This provision is subject to all the terms of SECTION III - LIMITS OF INSURANCE.

D. Who Is An Insured: Broadened Named Insured:

Under SECTION II - WHO IS AN INSURED, the following item 2.e. is added:

e. Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of voting stock on the effective date of this Coverage Part. The insurance afforded herein for any subsidiary not named in this Coverage Part as a Named Insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

E. Who Is An Insured: Fellow Employee

1. The following is added to paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraph (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business. However, none of these co-"employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury" caused in whole or in part by their intoxication by liquor or controlled substances.

Paragraph (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned to you, including the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury" caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectible insurance available to your "employee" of "volunteer worker."
F. Who is An Insured: Newly Formed or Acquired Organizations

Paragraph 3 of SECTION II - WHO IS AN INSURED is replaced by the following:

.3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However,

a. coverage under this provision is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier, and

b. coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and

d. records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

G. Knowledge of Occurrence, Claim or Suit

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added to Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Knowledge of any "occurrence", claim, or "suit" by any agent, servant or "employee" of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such "occurrence", claim or "suit" shall have been received by:

a. you, if you are an individual;

b. a partner, if you are a partnership; or

c. an executive officer or insurance manager, if you are a corporation.

H. Unintentional Errors or Omissions

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added to Condition 6. Representations:

If you unintentionally fail to disclose any hazards existing at the inception date of this Policy, we will not deny coverage under this Coverage Form because of such failure.

However, this does not affect our right to collect additional premium, exercise our right of cancellation or non-renewal, or enforce other legal rights based upon a material misrepresentation in response to a specific question in the application for this Policy.

I. Personal and Advertising Injury Amendment of Discrimination or Humiliation

Unless Coverage B - Personal and Advertising Injury Liability is excluded from this Policy or does not apply, the following applies:

Under SECTION V - DEFINITIONS, paragraph 14. Personal and Advertising Injury, subparagraph h, is added: 
.h. discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) not done intentionally by or at the direction of:

(a) an insured; or

(b) any "executive officer," director, stockholder, partner or member of the insured; and

(2) not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

J. Incidental Malpractice Liability

1. SECTION II - WHO IS AN INSURED is amended by deleting Item 2a.(1)(d) in its entirety and replacing it with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to nurses, emergency medical technicians, or paramedics who are employed by you to provide medical or paramedical services.

2. Under SECTION V - DEFINITIONS, paragraph 3. Bodily Injury is replaced by the following:

3. "Bodily injury" means injury, sickness, disease or "incidental medical malpractice" sustained by a person, including death of a person. "Bodily injury" also means mental anguish, mental injury, or shock if directly resulting from physical injury, sickness, or disease to that person.

3. The following is added to SECTION V - DEFINITIONS:

"Incidental medical malpractice" means "bodily injury" arising out of the negligent rendering of failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services provided you are not engaged in the business or occupation of providing any services referred to in this definition.

K. Additional Insured

1. Owners, Lessees, or Contractors

a. SECTION II - WHO IS AN INSURED is amended to include as an additional insured:

(f) Any person or organization, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(a) premises or equipment you own, rent, lease or occupy; or

(b) your acts or omissions; or

(c) the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However:

(a) the insurance afforded to such additional insured only applies to the extent permitted by law; and
(b) If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to "bodily injury" or "property damage" occurring after:

   (a) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or

   (b) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

(2) The insurance provided to any additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

   (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

   (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense; which caused the "personal and advertising injury", involved "the rendering or the failure to render any professional services by or for you.

c. With respect to the insurance afforded to these additional insureds, the following is added:

For SECTION III - LIMITS OF INSURANCE:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

(1) Required by the contract or agreement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

2. Vendors

   a. SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

   (1) Any person or organization (referred to below as "vendor"), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

   However:
(a) the insurance afforded to such vendor only applies to the extent permitted by law; and

(b) if coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) The insurance afforded the vendor does not apply to:

(a) "bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) any express warranty unauthorized by you;

(c) any physical or chemical change in the product made intentionally by the vendor;

(d) repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;

(g) products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(h) "bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions of those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) the exceptions contained in subparagraphs (d) or (f); or

(ii) such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. With respect to the insurance afforded to these vendors, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the most amount of insurance:

(1) Required by the contract or agreement; or
(2.) Available under the applicable limits of insurance shown in the Declarations;

Whichsoever is less.

3. Primary and Non-Contributory Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

a. The following is added to paragraph a, Primary Insurance:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1.) The Additional Insured is a Named Insured under such other insurance; and

(2.) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

b. The following is added to paragraph b, Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental, contract or agreement, equipment rental or lease contract or agreement, or permit issued by a state or political subdivision, between you and an Additional Insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an Additional Insured on other policies.

I. Damage to Premises Rented to You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph 2, Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:

3. The last paragraph of paragraph 2, Exclusions is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, or "explosion," to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

2. Paragraph 6. Under SECTION III - LIMITS OF INSURANCE is deleted in its entirety and replaced by the following:

6. Subject to paragraph 5, above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, or "explosion," while rented to you or temporarily...
occupied by you with the permission of the owner, for all such damage caused by fire, lightning, or "explosion," proximately caused by the same event, whether such damage results from fire, lightning, or "explosion," or any combination of the three, is the higher of $500,000 or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.

3. Under "SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS," subsection 4. Other Insurance, paragraph b, Excess Insurance item (ii) of the Occurrence Form and item (iii) of the Claims-Made Form where the words, fire insurance, appear they are changed to, insurance for fire, lightning, or "explosion."

4. As regards coverage provided by this provision L. Damage to Premises Rented to You, SECTION V - DEFINITIONS, paragraph 9. Insured Contract, subparagraph a, is replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, or "explosion," to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract."

5. As regards coverage provided by this provision L. Damage to Premises Rented to You, SECTION V - DEFINITIONS is amended by the addition of the following definition:

"Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

"Explosion" does not include any of the following:

(a) artificially generated electrical current including electrical arcing, that disturbs electrical devices, appliances or wires;

(b) rupture or bursting of water pipes;

(c) explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control, or

(d) rupture or bursting caused by centrifugal force.

M. Waiver of Subrogation

Under "SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS," subsection 8. Transfer or Rights of Recovery Against Others to Us, the following paragraph is added:

b. If required by a written "insured contract" executed prior to the occurrence or offense, we waive our right of recovery we have against any person or organization named in such "insured contract," because of payments we make for injury or damage arising out of your ongoing operations or your work for that person or organization.

N. Property Damage - Elevators

1. Under paragraph 2. Exclusions of SECTION I. - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraphs (3) and (4) of exclusion j, Damage to Property do not apply if such "property damage" results from the use of elevators.
2. The following is added to: **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 4. Other Insurance, paragraph b. Excess Insurance**

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

Q. **Contractual Liability for Railroad Exposures**

Under **SECTION V - DEFINITIONS, paragraph 9. Insured Contract, subparagraph f.(1)**, is deleted in its entirety.

P. **Supplementary Payments**

1. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.b. is replaced with:

   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.d. is replaced by the following:

   d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $500 a day because of time off work.

Q. **Amended Bodily Injury Definition**

Under **SECTION V - DEFINITIONS, definition 3. Bodily injury** is replaced by the following:

3. "**Bodily injury**" means bodily injury, sickness, or disease sustained by a person, including death of a person. "Bodily injury" also means mental anguish, mental injury, or shock, if directly resulting from physical injury, sickness, or disease to that person.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 License #: L160450
Knauf Maxwell Insurance Services
2900 W. Broadway
Los Angeles, CA 90041

INSURED
Meridian Rapid Defense Group, LLC
177 E. Colorado Blvd., Suite 200
Pasadena, CA 91105

INSURER A: National Specialty Insurance Company 22008
INSURER B: James River Insurance Company 12203

COVERAGE 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.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 10), Additional Remarks Schedule, may be attached if more space is required.

CITY OF INGLEWOOD is Additional insured, and waiver of subrogation as respects to Auto Liability Coverage; only as per attached endorsement(s).

CERTIFICATE HOLDER

City of Inglewood
One Manchester Blvd.
PO Box 6900
Inglewood, CA 90301

ACORD 25 (2016/03) © 1980-2015 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

1. SECTION II – COVERED AUTOS LIABILITY COVERAGE, paragraph A, Coverage, paragraph 1. Who Is An Insured, is amended by adding the following:

a. Any person or organization with respect to the operation, maintenance or use of a covered "auto" covered under this policy, provided that you and such person or organization have agreed in a written contract or agreement, to add such person or organization to this policy as an "Insured".

However, such person or organization is and "Insured":

(1) Only with respect to the operation, maintenance or use of a covered "auto" covered under this policy;

(2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement and during the policy period; and

(3) Only for the duration of the contract or agreement.

b. How Limits Apply: The most we will pay on behalf of an additional insured is the lesser of:

(1) The limits of insurance specified in the written contract or agreement between you and the person or organization you agreed to add as an additional insured; or

(2) The Limits of Insurance shown in the Declarations.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

c. Additional Insureds Other Insurance — If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent you have agreed in a written contract or agreement with the additional insured that this insurance is primary and non-contributory with the additional insured's own insurance.

d. Duties In the Event Of An Accident, Claim, Suit Or Loss — If you have agreed in a written contract or agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in SECTION IV — BUSINESS AUTO CONDITIONS, paragraph A, Loss Conditions, paragraph 2. Duties In the Event Of An Accident, Claim, Suit Or Loss, in the same manner as the Named Insured.
B. HIRED AUTO PHYSICAL DAMAGE COVERAGE

1. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A, Coverage, paragraph 4.
   Coverage Extensions, is amended by adding the following:

   If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified
   Causes of Loss, or Collision coverages are provided under this Coverage Form for any “auto”
you own, then the Physical Damage coverages provided are extended to “autos” you hire or
borrow, subject to the following limit, deductible and conditions:

   a. The most we will pay for “loss” to any hired “auto” is:

      (1) $50,000; or
      (2) The actual cash value of the damaged or stolen property at the time of the “loss”; or
      (3) The cost of repairing or replacing the damaged or stolen property with other property
         of like kind,

      whichever is smallest, minus a deductible.

   b. The deductible will be equal to the largest deductible applicable to any owned “auto”
      for Physical Damage Coverage.

   c. HIRED AUTO Physical Damage coverage is excess over any other collectible
      insurance.

   d. Subject to the above limit, deductible, and excess provisions, we will provide that
      Physical Damage Coverage applicable to any covered “auto” you own.

   e. Subject to a maximum of $1,000 per “accident”, we will also cover the actual loss of use of
      the hired “auto” if it results from an “accident”, you are legally liable, and the lessor incurs
      and actual financial loss.

   f. This coverage extension does not apply to:

      (1) Any “auto” that is hired, rented or borrowed with a driver;
      (2) Any “auto” you hire or borrow from any of your “employees” or members of their
         household;
      (3) Any “auto” you hire or borrow from any of your partners or members of their
         household (if you are a partnership); or
      (4) Any “auto” you hire or borrow from any of your members or members of their
         household (if you are a limited liability company).

C. TOWING AND LABOR

1. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A, Coverage, paragraph 2.
   Towing, is deleted in its entirety and replaced with the following:

   2. Towing

      We will pay towing and labor costs you have incurred up to the limits shown below, for each
      classification of covered “auto” shown below, each time a covered “auto” classified below is
      disabled:

      a. For private passenger type vehicles, we will pay up to $50.00 per disablement.

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For "light trucks", we will pay up to $75.00 per disablement. "Light trucks" are trucks that have a gross vehicle weight of 10,000 pounds or less.

However, the labor must be performed at the place of disablement.

D. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

1. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph B. Exclusions, paragraph 3, is amended by adding the following:

This exclusion does not apply to the accidental discharge of an airbag.

Any insurance we provide for "loss" relating to the accidental discharge of an airbag shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty.

E. LOAN/LEASE GAP COVERAGE

1. SECTION III – PHYSICAL DAMAGE COVERAGE is amended by adding the following:

At the event of a "total loss" to a covered "auto" owned or leased by you we will pay your additional legal obligation for any difference between the actual cash value of the covered "auto" at the time of "loss" and the "outstanding balance" of the loan or lease.

As used in this provision, "outstanding balance" means the amount you owe under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of the following:

a. Overdue payments and financial penalties associated with those payments at the time of "loss";

b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;

c. Security deposits not refunded by the lessor;

d. Cost for Extended Warranties and additional protections such as but not limited to Credit Life, Health, Accident or Disability Insurance purchased with the lease or loan;

e. Carryover, transfer or rollover balances from previous loans or leases;

f. Any amount representing taxes;

f. Loan or lease termination fees;

h. The dollar amount of any unrepaired damage that occurred prior to the "total loss" of a covered "auto";

i. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto"; and

j. Final payment under a "balloon loan".

NSIC-GMI-BA-001 (Ed. 09/19)  Page 3 of 5

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
As used in this provision, a “balloon loan” is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

2. For the purposes of this Loan/Lease Gap Coverage provision, SECTION V—DEFINITIONS is amended by adding the following Definitions:
   a. “Total loss” means a “loss” in which the total cost of repairs plus the salvage value exceeds the actual cash value at the time of “loss”.
   b. A “balloon loan” is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

F. EXTENDED CANCELLATION CONDITION

1. COMMON POLICY CONDITIONS, paragraph A,—Cancellation condition applies except as follows:

   If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation. This provision does not apply in those states which require more than 30 days’ prior notice of cancellation.

G. VEHICLE WRAP COVERAGE

1. SECTION III—PHYSICAL DAMAGE COVERAGE, paragraph A. Coverage, 4. Coverage Extensions, is amended by adding the following:

   In the event of a “total loss” to a covered “auto” for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, we will pay up to $1,000.00 for vehicle wraps which are displayed on the covered “auto” at the time of “total loss”. Regardless of the number of autos deemed a “total loss”, the most we will pay under this coverage extension for any one “loss” is $5,000.00. For the purposes of this coverage extension, signs or other graphics printed or magnetically affixed to the vehicle are not considered vehicle wraps.

2. For the purposes of this Vehicle Wrap Coverage provision, SECTION V—DEFINITIONS is amended by adding the following Definitions:

   “Total loss” means a “loss” in which the total cost of repairs plus the salvage value exceeds the actual cash value at the time of “loss”.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

1. SECTION III—PHYSICAL DAMAGE COVERAGE, paragraph B. Exclusions, subparagraphs 5.a. and 5.b. are deleted and replaced with the following:

   Exclusions 4.c and 4.d do not apply to electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered “auto” at the time of the “loss” and such equipment is designed to be solely operated by the use of power from the “auto’s” electrical system, in or upon the covered “auto” and physical damage coverages are provided for the covered “auto”;

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
2. For the purposes of this Audio, Visual and Data Electronic Equipment Coverage provision, 
SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph B. Exclusions, Paragraph 5 is 
amended by adding the following:

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used 
with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen 
property will be reduced by a $100.00 deductible.

All other terms and conditions of the policy remain unchanged.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Meridian Rapid Defense Group, LLC.

**Endorsement Effective Date:** 12/19/2022

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**
Blanket where required by written agreement executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.
ATTACHMENT NO. 2
SUBMISSION

by

MERIDIAN RAPID DEFENSE GROUP

to

THE CITY OF INGLEWOOD

Request for Proposal (RFP) for

Purchase of Anti-Vehicle Barriers and Accessories

RFP-0197

Proposal Due Date and Time: April 6, 2023, at 11:00 AM
Meridian Rapid Defense Group LLC ("MERIDIAN") acknowledges and understands the following:

Invitation to Submit Proposals for RFP-0197

Request for Proposal Timeline

Questions Concerning Proposal Requirements

Submission of Proposals
   One (1) original unbound, one (1) copy, and one (1) electronic file on a USB drive for Purchase of Anti-Vehicle Barriers and Accessories is submitted.

SAM Registration
   MERIDIAN registers annually with the U.S. federal government’s System for Award Management (SAM) and has a current registration. Our annual renewal date is 2023-09-09.

1. Introduction

2. Scope of Services

3. Threshold Responsiveness Requirements

4. Proposal Submittal Requirements

5. Evaluation and Selection Process

5.1 Evaluation Criteria

5.2. Selection Process


6.1. Prices

6.2. Payment Terms
6.3. Inglewood Business Tax Certificate
MERIDIAN has a current City of Inglewood Business Tax certificate.
Issued Date: January 01, 2023  |  Expiration Date: December 31, 202

6.4. Sales Tax

6.5. Insurance Requirements

6.6. Indemnification

6.7. "Or Equal Clause"

6.8. Non-Discrimination
MERIDIAN is dedicated to the principles of equal employment opportunity. We prohibit unlawful discrimination against applicants or employees on the basis of sex (including pregnancy, childbirth, or related medical conditions), race, religion (including religious creed or religious dress and grooming practices), color, gender (including gender identity and gender expression), national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military and veteran status or any other basis protected by federal, state or local laws, regulations or ordinances. MERIDIAN is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the Company and prohibits unlawful discrimination by any employee of the Company.

6.9. Disadvantaged Business Participation

6.10. Award of Proposal

6.11. Executive of Agreement

6.12. Termination of Agreement

6.13. Right to Withhold Payment

6.15. No Binding Contract

6.16. Choice of Law and Venue

6.17. Right to Alter

6.18. Addendums
MERIDIAN acknowledged receipt of Addendum No. 1, signed, and submitted with proposal.

6.19. Warranty
A “Warranties of MERIDIAN Products” one pager is included in our submission.

6.20. Delivery

Appendix II to Part 200
MERIDIAN appreciates the opportunity to submit our proposal for the Purchase of Anti-Vehicle Barriers and Accessories. If a contract is awarded, MERIDIAN acknowledges and understands the following provisions:

a) Contracts for more than the simplified acquisition threshold
b) All contracts in excess of $10,000 must address termination for cause
c) Equal Employment Opportunity
d) Davis-Bacon Act
e) Contract Work Hours and Safety Standards Act
f) Rights to Inventions Made Under a Contract or Agreement
g) Clean Air Act
h) Debarment and Suspension
i) Byrd Anti-Lobbying Amendment
j) Procurement of recovered materials
k) Prohibition on certain telecommunications and video surveillance services or equipment
l) Domestic preferences for procurements
Proposer Checklist

BEFORE SUBMITTING YOUR PROPOSAL, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

Please Check Here

1. SUBMITTAL REQUIREMENTS:
   a. Have you completed and submitted all of the items listed in Section 4 Proposal Submittal Requirements on page 8?  
      Yes

2. PROPOSAL:
   a. Have you responded to the proposed scope of work?  
      Yes
   b. Is the proposal properly signed and dated?  
      Yes
   c. If the proposal is being submitted by a corporation, is the corporate seal affixed to the proposal?  
      N/A
   d. Have you submitted all requirements per this Request for Proposal?  
      Yes

3. CONTRACT COMPLIANCE:
   a. Have you completed and signed the Declaration of the Proposer?  
      Yes
   b. Have you completed the Extension of Contract to other Public Agencies?  
      Yes
   c. Have you completed and signed the Non-Collusion Declaration?  
      Yes
   d. Have you examined and understand the requirements and forms to be furnished on the project?  
      Yes

4. BUSINESS TAX CERTIFICATE:
   a. Are you aware of General Provisions Section 3, entitled Inglewood Business Tax Certificate?  
      Yes

      Meridian Rapid Defense Group has a current Business Tax Certificate (attached)
      January 1, 2023 - December 31, 2023

RFP-0197 Purchase of Anti-Vehicle Barriers and Accessories
<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>DESCRIPTION</th>
<th>COO</th>
<th>GSA</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARCHER 1200 BARRIER</td>
<td>An unanchored &quot;drop-and-stop&quot; vehicle barrier for rapid deployment on roadways and hard surfaces. MERIDIAN's ultimate rapidly deployable Archer 1200 Barrier can augment fixed-in-place HVM (Hostile Vehicle Mitigation) barriers or be utilized as a primary security system for entry points, roadways, and perimeters. Manufactured of high-strength, ballistic rated steel, the Archer 1200 Barrier is easily installed by one person without the need for cranes, heavy equipment, electricity, or hydraulics. Simply off-load and place the barriers — no anchors or assembly are required. The Archer 1200 Barrier is an ideal application for: • areas of mass gatherings • campuses • stadiums and sports arenas • police and fire departments • military bases and installations • industrial plants • transportation centers • financial facilities and offices.</td>
<td>USA</td>
<td>$6,513.75</td>
</tr>
<tr>
<td>ARCHER MANUAL HAULER 2.0</td>
<td>The newest and most advanced MERIDIAN Hauler has all the hallmarks of MERIDIAN's products - maintenance free and one-person ease of use. The Hauler is a rugged barrier dolly that can traverse a variety of surfaces from asphalt to gravel to unimproved dirt roads. The Hauler features a 3,000 lb. rated jack and high-strength steel tube construction. The new upgraded leverage action is simple in that it only requires the placement of the extension rod into the barrier receiver and locking the pin in place. Once the leverage Hauler is secured, then a simple swing-action moves the barrier into position. Safety is the key so when lifting the barrier, the leverage action is fast up and slow down with the all-purpose brake being deployed.</td>
<td>USA</td>
<td>$1,925.18</td>
</tr>
<tr>
<td>MERIDIAN 8-BARRIER DROP DECK TRAILER</td>
<td>The MERIDIAN 8-Barrier Drop Deck Trailer ensures Archer 1200 Mobile Barriers can be deployed in under ten minutes. To transport and deploy the equipment, the MERIDIAN Drop-Deck Trailer lowers to the ground, allowing the Archer 1200 Barriers to roll off at street level and eliminates the need for forklifts or heavy equipment. Once the trailer is lowered to the ground take the Archer Hauler and off load the barriers one at a time. This trailer allows for single-person deployment. The chassis has no cross members, which allows the loading deck to be lowered completely to the ground. The &quot;A&quot; frame tongue design features a 10&quot; built-in lockable storage compartment on one side and the battery, hydraulic tank/pump and controls on the other side. A 7,000 lb. &quot;quick adjust&quot; jack is mounted on the tongue. The deck is designed so that it can be raised or lowered hydraulically and remains level throughout its travel. Barriers are moved onto the deck at ground level, then raised to full travel position in less than 30 seconds. In the travel position, the deck automatically locks for additional safety while towing. The deck features an extra heavy-duty 3/16&quot; thick diamond steel floor plate with a permanent 18&quot; ramp at the rear and a 24&quot; side-swinging removable tailgate. Attached to the side rails are E-track rails with three snap-in shoring bars for locking barriers into place. All hydraulic components are located inside the A-frame compartment. The hydraulic motor only runs during the raising of the deck, which is lowered through a gravity return. The hydraulic motor is a DC-12V powered by a 12-volt DC better mounted inside the compartment.</td>
<td>USA</td>
<td>$21,384.89</td>
</tr>
<tr>
<td>ARCHER BEAM GATE 2.0</td>
<td>PRODUCT DESCRIPTION</td>
<td>COO</td>
<td>GSA</td>
</tr>
<tr>
<td>----------------------</td>
<td>---------------------</td>
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</tr>
<tr>
<td></td>
<td>The Archer Beam Gate is the easiest active protection and check point gate to deliver, set up, and install. Its patented design can be a standalone product or when used with Archer 1200 Barriers can be extended for greater lineage coverage or with expansive configurations. The Archer Beam Gate is ideal for events, check points, construction sites, and command center egresses. The Beam Gate can be expanded from 14 to 20 feet using adjustable netting. The deployment and operation of the Beam Gate requires no electricity or hydraulics, is easily deployable in one hour and is easily transportable to multiple locations. It affords maximum flexibility to meet the unique requirements of the facility and space and can be maintained easily and inexpensively by one person. Incorporated into the Archer Beam Gate are the technical specifications of: 2 Archer 1200 Barriers, one pivot arm barrier, an Archer Dolly and Counterweights, a Wayfinding Topper, one receiver barrier, two beams and one netting (see additional netting options). For maneuverability of the Archer Beam Gate the purchase of use of the Archer Manual Hauler is strongly recommended.</td>
<td>USA</td>
<td>$48,245.18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARCHER FIELD TOW BAR</th>
<th>PRODUCT DESCRIPTION</th>
<th>COO</th>
<th>GSA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A reciprocal handled, levered towing tool with variable height adjustment and two-point, rapid connection interface. The tow bar’s easy grip handles allow one- or two- person teams to easily position the barriers in place. The portable tow bar separates into two pieces which can be secured for storage on any Archer 1200 Barrier.</td>
<td>USA</td>
<td>$531.99</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>ARCHER ARRESTOR CABLE – 4 FT.</th>
<th>PRODUCT DESCRIPTION</th>
<th>COO</th>
<th>GSA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MERIDIAN Arrestor Cables use technology from aircraft carriers to absorb the kinetic energy of a moving vehicle and pull the barriers into play for vehicle mitigation without loss of life. They are attached to barriers in 4-foot or 10-foot segments and can be up to 3-ply across a barrier span (3 cables strung between two barriers).</td>
<td>USA</td>
<td>$574.18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ARCHER ARRESTOR CABLE – 10 FT.</th>
<th>PRODUCT DESCRIPTION</th>
<th>COO</th>
<th>GSA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MERIDIAN Arrestor Cables use technology from aircraft carriers to absorb the kinetic energy of a moving vehicle and pull the barriers into play for vehicle mitigation without loss of life. They are attached to barriers in 4-foot or 10-foot segments and can be up to 3-ply across a barrier span (3 cables strung between two barriers). The 10-foot cables are designed to be detached to allow emergency vehicle entry if required.</td>
<td>USA</td>
<td>$670.68</td>
</tr>
<tr>
<td>Product Code</td>
<td>Description</td>
<td>COO</td>
<td>GSA</td>
</tr>
<tr>
<td>---------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>ATRKIT008</td>
<td>MERIDIAN provides the MERIDIAN 8-Barrier Drop Deck Trailer that carries everything needed for deployments of up to 8 barriers. The newest upgraded Drop Deck trailer carries all necessary equipment including the Archer Manual Hauler, Field Tow Bar and Arrester Cables. The Kit includes 8 of the Archer 1200 Barriers, 2 of the Archer Field Tow Bars, 1 of the Archer Manual Haulers, 7 of the 4-foot cables, and 2 of the 10-foot cables.</td>
<td>USA</td>
<td>$81,844.67</td>
</tr>
<tr>
<td>ACP001ADA</td>
<td>Channel ADA Cable Protectors is an ADA compliant cable protector that protects cables and hoses up to .75” of their outside diameter. Dog bone connectors can extend to any desired length. It has a reinforced hinged lid for easy cable replacement and is available with ADA compliant ramps. It also has a patented 5 bar tread surface for added traction and a modular interlocking design.</td>
<td>USA</td>
<td>$574.18</td>
</tr>
<tr>
<td>AMB1200WSP</td>
<td>MERIDIAN'S Wayfinding Package comes with 8 of our Wayfinding Toppers designed to work exclusively with the Archer 1200 Barriers, as well as 32 interchangeable pre-printed directional inserts.</td>
<td>USA</td>
<td>$6,750.18</td>
</tr>
<tr>
<td>AGP001</td>
<td>MERIDIAN'S Graphics Package includes the customer’s choice of a customized logo. Please note: If Graphics Package is not chosen the Archer 1200 Barrier will come with a reflective MERIDIAN branded logo. All MERIDIAN branded logos are MUTCD compliant. GSA amount is priced for 1 logo only.</td>
<td>USA</td>
<td>$39.00 (ea)</td>
</tr>
<tr>
<td>ATUPLK001</td>
<td>MERIDIAN'S Archer Touch-Up Paint is matched the paint of the Archer 1200 Barrier ordered and can be used to make periodic touch-ups when needed. Includes exactly 6 cans of spray paint.</td>
<td>USA</td>
<td>$188.18</td>
</tr>
<tr>
<td>CUSTOM PAINT AND RUST PREVENTION</td>
<td>PRODUCT DESCRIPTION</td>
<td>COO</td>
<td>GSA</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>---------------------</td>
<td>-----</td>
<td>-------</td>
</tr>
<tr>
<td><img src="image1.png" alt="Image" /></td>
<td>Meridian offers 8 different colors for our Archer 1200 barriers, but we can do any RAL custom color. With custom color we also include a rust preventative in specific sections of the Archer 1200 Barrier that cannot be powder coated, so they remain bare carbon steel. Carbon steel will naturally rust with just the humidity in the air and even more so when it rains, so we offer a rust preventative coating that will prevent the barriers from rusting for 2000+ hours.</td>
<td>USA</td>
<td>$75.00 (ea)</td>
</tr>
<tr>
<td>MFR Part Number: ACPR001</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MANDATORY TRAINING</th>
<th>PRODUCT DESCRIPTION</th>
<th>COO</th>
<th>GSA</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image2.png" alt="Image" /></td>
<td>Meridian provides a comprehensive training course directed toward individuals who will be planning and/or executing plans for the deployment of Meridian vehicle mitigation products. Training is essential for understanding the usage of equipment, safety protocols for employees, and best practices in vehicle mitigation. Topics include general safety, standard operating procedures, use case scenarios, and incident reporting. The program content is provided by the Chief Safety Officer, and Meridian retains a record of customer sessions. Additional training is available upon request.</td>
<td>USA</td>
<td>$1,495.00</td>
</tr>
<tr>
<td>MFR Part Number: MCTR001</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Archer® 1200 Vehicle Barrier

An unanchored "drop-and-stop" barrier for rapid deployment on roadways and hard surfaces.

Best-in-class for Hostile Vehicle Mitigation (HVM), MERIDIAN’s Archer 1200 Vehicle Barriers fill a specific need that is simply unmatched by anything currently on the market. Strength and flexibility make them a vital component of your overall security plan. MERIDIAN's ultimate rapidly deployable Archer 1200 Barrier can augment fixed-in-place HVM (Hostile Vehicle Mitigation) barriers or be utilized as a primary security system for entry points, roadways and perimeters.

PRODUCT FEATURES

RAPID DEPLOYMENT, MODULAR DESIGN
Archer 1200 Vehicle Barriers provide drop and stop convenience with no heavy equipment required.

» Allows for one-person deployment of an 8 barrier trailer kit in under 10 minutes.
» Permits pedestrian and emergency vehicle access without moving a barrier.
» Archer Hauler allows for easy movement of barriers by adults of any stature.
» No maintenance, electricity, hydraulics or batteries required.
» Full ballistic protection for any armor piercing 50 caliber rounds.

REUSABLE
Unlike fixed bollards, our barriers are non-lethal to the driver and minimize shrapnel spray. They are 100% reusable after impact and have a lifetime warranty.

CERTIFICATIONS

MERIDIAN
RAPID DEFENSE GROUP  www.meridian-barrier.com
ARCHE DRO DEL CO TRAILER

Mobile deployment in minutes. Custom built to load and haul up to eight Archer 1200 Barriers, making barrier deployment fast and easy.

The Archer Drop-Deck Trailer from MERIDIAN ensures Archer 1200 Mobile Barriers can be deployed in under ten minutes. To transport and deploy the equipment, the Archer Drop-Deck Trailer lowers to the ground, allowing the Archer 1200 Barriers to roll off at street level and eliminating the need for forklifts or heavy equipment. Once the trailer is lowered to the ground take the Archer Hauler and off load the barriers one at a time. This trailer allows for single-person deployment, making this the perfect trailer for mobile barrier deployment in Hostile Vehicle Mitigation.

PRODUCT DETAILS

<table>
<thead>
<tr>
<th>Feature</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carrying Capacity</td>
<td>9,000 lbs.</td>
</tr>
<tr>
<td>Trailer Weight (empty)</td>
<td>3,900 lbs.</td>
</tr>
<tr>
<td>Deck Width</td>
<td>75 in.</td>
</tr>
<tr>
<td>Deck Length</td>
<td>16 ft. (including ramp)</td>
</tr>
<tr>
<td>Overall Width</td>
<td>102 in.</td>
</tr>
<tr>
<td>Overall Length</td>
<td>21 ft.</td>
</tr>
<tr>
<td>Axle</td>
<td>Tandem</td>
</tr>
<tr>
<td>Wheel Size</td>
<td>16 in.</td>
</tr>
<tr>
<td>Brakes</td>
<td>Electric</td>
</tr>
<tr>
<td>Coupler</td>
<td>2-5/16 in. ball</td>
</tr>
</tbody>
</table>

FEATURES

- Ground-Level Loading
- Heavy-Duty Diamond Steel Deck
- Rubber Suspension
- Adjustable Safety Chains
- 7-Pin RV-Style Plug
- 24' Side-Swing Tailgate
- 10' Storage Compartment
- E-Track System
- 3 Shoring Bars
- Solar Battery Charger
- Remote Control
- LED Lights
- Powder Coat Paint
- 16" F-Rated Wheels

Chassis: The chassis has no cross members, which allows the loading deck to be lowered completely to the ground. The "A" frame tongue design features a 10" built-in lockable storage compartment on one side and the battery, hydraulic tank/pump and controls on the other side. A 7,000 lb. "quick adjust" jack is mounted on the tongue.

Loading Deck: The deck features an extra heavy-duty 3/16" thick diamond steel floor plate with a permanent 18" ramp at the rear and a 24" side-swinging removable tailgate. Attached to the two side rails are E-track rails with three snap-in shoring bars for locking barriers into place.

Loading Operation: The deck is designed so that it can be raised or lowered hydraulically and remains level throughout its travel. Barriers are moved onto the deck at ground level, then raised to full travel position in less than 30 seconds. In the travel position, the deck automatically locks for additional safety while towing.

Hydraulic System: All hydraulic components are located inside the A-frame compartment. The hydraulic motor only runs during the raising of the deck, which is lowered through a gravity return. The hydraulic motor is a DC-12V powered by a 12 volt DC battery mounted inside the compartment.
MERIDIAN’s SAFETY Act Designations
Awards by the U.S. Department of Homeland Security:

The SAFETY Act
DESIGNATION as QUALIFIED ANTI-TERRORISM TECHNOLOGY (QATT)
CERTIFICATION for APPROVED PRODUCTS LIST FOR U.S. DEPARTMENT OF HOMELAND SECURITY

MERIDIAN Rapid Defense Group has been awarded the highest official recognitions, accreditations and approvals by the U.S. Department of Homeland Security (DHS) pursuant to The SAFETY Act.

The SAFETY Act creates a liability management system for providers of approved anti-terrorism technologies and products. The SAFETY Act protects MERIDIAN, its customers, and users of its products from liabilities for claims arising out of an act of terrorism. In the almost twenty-year history of The SAFETY Act, only about 1000 companies have been granted these invaluable protections backed up by the U.S. Government.

Products
The MERIDIAN products and technology covered by these elite awards are the Archer 1200 Barrier, Archer Field Tow Bar, and Archer Hauler. These products and technology form the core of MERIDIAN’s anti-terror vehicle protections and solutions. Use of these Best-in-Industry MERIDIAN products affords the customer or user the extraordinary SAFETY Act protections from liabilities resulting from acts of terrorism.

Customers
The protections awarded to MERIDIAN under The SAFETY Act extend to and flow down to all MERIDIAN customers, suppliers, vendors, users and others in its supply chain from third party claims related to any act of terrorism as determined by DHS. These protections by the U.S. Federal Government are extended to both U.S. and international customers. They also cover acts of terrorism that occur or originate within or outside of the U.S.

Coverage
The protections are truly extraordinary in substance and process. Customers of MERIDIAN are immune from liability for the use of MERIDIAN DESIGNATED and CERTIFIED products and technology. MERIDIAN’s liability is strictly limited to its approved insurance coverage. All claims arising from a terrorist act in any way allegedly involving or impacting MERIDIAN and its products may only be brought in U.S. Federal Courts. All claims for punitive damages and noneconomic damages are barred.

What this means is that MERIDIAN will not be destroyed by either the amount of claims or the costs of defending against such claims. MERIDIAN cannot be forced into faraway courts in another country. MERIDIAN will be there to service and provide to its customers before and after any act of terrorism. And MERIDIAN’s customers will also be protected from liability in U.S. Federal Courts with these protections backed up by the obligations of the U.S. Government as established in the formal laws of the U.S. under The SAFETY Act.

MERIDIAN has been specifically authorized by DHS on behalf of the U.S. Government to inform you—the customers, clients, subcontractors, vendors, and users of MERIDIAN’s Qualified Anti-Terrorism Technology—that you are immune from liability and claims of liability arising from acts of terrorism. DHS has backed up this message by also specifically authorizing our display of the official marks for DESIGNATION and CERTIFICATIONS under The SAFETY Act as set forth above.
Attachment A – Fee Schedule

Please itemize additional accessories needed to deploy, move, position and re-position barriers in blank spaces below. If additional space is needed, please add additional sheets after this page.

<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Vehicle Barriers</td>
<td>16</td>
<td>Each</td>
<td>$104,220.00</td>
</tr>
<tr>
<td>Transportation Trailers</td>
<td>2</td>
<td>Each</td>
<td>$42,769.78</td>
</tr>
<tr>
<td>Archer Hauler</td>
<td>2</td>
<td>Each</td>
<td>$3,850.36</td>
</tr>
<tr>
<td>Archer Field Tow Bar</td>
<td>4</td>
<td>Each</td>
<td>$2,127.96</td>
</tr>
<tr>
<td>Arrestor Cable (4 ft.)</td>
<td>14</td>
<td>Each</td>
<td>$8,038.52</td>
</tr>
<tr>
<td>Arrestor Cable (10 ft.)</td>
<td>4</td>
<td>Each</td>
<td>$2,682.72</td>
</tr>
</tbody>
</table>

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|  |  |  |  |
| Taxes (10%)               | $       |       | $16,518.43 |
| Installation              | $       |       |            |
| Shipping                  | $       |       | $11,795.00 |
| Training (MUST BE CERTIFIED) | $       |       | $1,495.00  |
| GRAND TOTAL:              | $       |       | $193,497.77 |

Grand Total Written in Words

(In case of discrepancy between words and figures, the written amount in words shall prevail.)

One Hundred Ninety-Three Thousand Four Hundred Ninety-Seven Dollars and Seventy-Seven Cents

RFP-0197 Purchase of Anti-Vehicle Barriers and Accessories
Attachment B - Proposal Criteria Questionnaire Form

Materials/Structure

1. Describe protective coating and re-coating of the barriers (specifically how long the coating lasts). The barriers are sandblasted before powder coating and there is no recoating process on the MERIDIAN Archer 1200 Barriers. Fading will be minimized if the barriers are stored inside, but recognize the product is engineered to be deployed outside and regular wear and tear will occur. Touch-up paint kits are available for purchase to ensure the barriers are always looking fresh. Where severe weather conditions exist, repainting the barriers every five years would be recommended.

2. Are components easily replaced (nuts/bolts)? Please explain in detail how components may be replaced along with method. The Archer 1200 Barriers have two removable parts - they are the two wheel brackets used to transport the barriers from one location to another. Bolts and nuts are readily available for replacement either through MERIDIAN or any general hardware store. To reinstall a wheel bracket, if broken, can be done within minutes and all that is required is a nut, bolt and a wrench.

3. Identify capabilities or performance certifications? MERIDIAN barriers are crash tested by ASTM and have a P2 rating; IWA 14 crash tested with a P2 rating; and PAS 68 crash tested with a P3 rating. MERIDIAN barriers are crash tested under MASH TL 1-40, TL 2-40, TL 1-41 and TL 2-41. All equipment is SAFETY Act Designated and Certified.

4. Describe any routine maintenance requirements. The MERIDIAN barriers and equipment require no maintenance other than recommended repainting after five years.

5. Describe the level of user certification training/licensing that is required to operate/deploy. All MERIDIAN products come with comprehensive training which is on two levels - safety training on barriers, beam gates and trailers; and certified deployment training for events. All training programs are carried out by MERIDIAN Regional Customer Service and After Sales personnel. Retraining is always available if there is a change in personnel. MERIDIAN will come back and retrain any new users at our standard training fee.

Maintenance/Storage

1. Describe maintenance measures required for extended storage of items. If the barriers are stored under cover it would extend the life of repainting from 5 years to 7.5 years.

2. Describe maintenance measures in preparation of operating following extended storage. No maintenance is required after any period of storage.
3. Describe required surface area footprint of storage of barriers. All MERIDIAN barriers are 2’ wide, 4’ long and 3’ high. Nine barriers can easily be stored on the MERIDIAN trailer, on a flat surface, or on pallets if necessary. The footprint equates to the number of barriers that are purchased.

4. Describe best practices for storage. The best practice is to place the product in a covered space.

Ease of Use/Mobility

1. Identify and describe equipment required to set-up/configure barriers in a typical setting. All MERIDIAN barriers can easily be moved by any individual capable of lifting 50 lbs. using the Archer Hauler. The leverage of the hauler lifts the barrier so that it may roll and be set in place. Once the barrier is set in place the only requirement is to remove the pin from the wheel bracket and put the wheel in the “up” position. The wheels are put in the “up” position by removing the pin which takes approximately 15 seconds per barrier.

2. Identify personnel requirements to safely move equipment from one location to another. All equipment can be moved on a roadway from one location to another by any individual capable of lifting 50 lbs. using the Archer Hauler. If the requirement is to go a longer distance the MERIDIAN Drop Deck Trailer can hold nine barriers on any one load. There is no specific training required for personnel to move the barriers from one location to another other than a standard driver’s license. We recommend where work is being done on active roadways that you utilize orange cones and high visibility protective vests.

3. Identify personnel requirements to safely configure within a deployment area. Personnel of any individual capable of lifting 50 lbs. can safely deploy MERIDIAN barriers. The only requirement is to ensure that the personnel are familiar with a Vehicle Safety Mitigation Plan (V SMP) so as to set the barriers once they have been saved for an event.

4. Approximate the time required using the recommended tools and minimum staffing to safely deploy equipment. To deploy a trailer set of 8 barriers requires one person and the barriers may be staged off the trailer within 10-15 minutes. The only requirement is to use an Archer Hauler to safely deploy the equipment.

Timeliness of Delivery

1. What is the lead time for delivery of all items? 45 days.

2. Are there any foreseeable supply chain or labor related delays? There are no supply chain or labor related delays.
**Fair and Reasonable Costs**

1. Please complete Attachment A - Fee Schedule. Completed and attached.

2. If additional pages are required for accessories needed to deploy, move, position and re-position barriers, please attach. N/A
Attachment C – Experience in Industry

1. How many years of experience does business have? Eighteen (18) years of experience.

2. Which projects have been worked on in the past? The Tournament of Roses Parade, the Rose Bowl, and the City of Ventura’s St. Patrick’s Day Parade to name a few. Please see attached Proudly Protecting document.

3. Who were your goods/services provided to in those past projects?

<table>
<thead>
<tr>
<th>Project Name</th>
<th>The Tournament of Roses Parade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Description</td>
<td>Provided 5.2 miles of Parade closure for the annual Tournament of Roses Parade, including 400+ barriers and 12 beam gates. Also included in the event’s project scope was the Float Fest that required additional closures for two days after the event for viewers to visit floats.</td>
</tr>
<tr>
<td>Client Name</td>
<td>City of Pasadena, and Tournament of Roses</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Lt. Johnny Mercado</td>
</tr>
<tr>
<td>Contact Title</td>
<td>Event Planning Unit / Counter Terrorism / SWAT</td>
</tr>
<tr>
<td>Phone Number</td>
<td>(626) 744-4280</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:jmercado@cityofpasadena.net">jmercado@cityofpasadena.net</a></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Rose Bowl</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Description</td>
<td>Rose Bowl Game, including full closure of all entry points for vehicle access during the Championship game.</td>
</tr>
<tr>
<td>Client Name</td>
<td>Rose Bowl Stadium</td>
</tr>
<tr>
<td>Contact Name</td>
<td>George Cunningham</td>
</tr>
<tr>
<td>Contact Title</td>
<td>Chief Operating Officer</td>
</tr>
<tr>
<td>Phone Number</td>
<td>(626) 536-3642</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:gcunningham@rosebowlstadium.com">gcunningham@rosebowlstadium.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name</th>
<th>City of Ventura’s St. Patrick’s Day Parade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Description</td>
<td>Provided over one mile of street closure for vehicle access for the St. Patrick’s Day Parade.</td>
</tr>
<tr>
<td>Client Name</td>
<td>City of Ventura</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Nancy O’Connor</td>
</tr>
<tr>
<td>Contact Title</td>
<td>Parks and Recreation Director</td>
</tr>
<tr>
<td>Phone Number</td>
<td>(805) 701-4630</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:noconnor@cityofventura.ca.gov">noconnor@cityofventura.ca.gov</a></td>
</tr>
</tbody>
</table>
4. Please provide a list of current clients with contact name, phone number and email address.

Nancy O'Connor, Parks & Recreation Director
City of Ventura, California
(805) 701-4630
noconnor@cityofventura.ca.gov

Shannon Files, Senior Emergency Services Coordinator
San Diego Sheriff’s Department
(619) 956-4955
Shannon.files@sdsheriff.org

Brian Ellis, Lieutenant
City of Sacramento Police Department
(916) 835-3010
bellis@pd.cityofsacramento.org

5. Have you ever run into issues that delayed manufacturing of goods or services? MERIDIAN has not experienced delays in the manufacturing of goods or services.
<table>
<thead>
<tr>
<th>5D Shield</th>
<th>Albany Police Department</th>
<th>Allen County Sheriff's Department</th>
<th>Altamonte Springs Police Department</th>
<th>Arlington Police Department</th>
<th>Arts Centre Melbourne</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arvada Police Department</td>
<td>ARX Fencing &amp; Logistics</td>
<td>Asheville Police Department</td>
<td>Aspen Police Department</td>
<td>Atlanta Braves</td>
<td>Atlanta Regional Commission</td>
</tr>
<tr>
<td>Austin Football Club</td>
<td>Austin Police Department</td>
<td>Barksdale Air Force Base</td>
<td>BB &amp; T Pavilion</td>
<td>Ball Arena</td>
<td>Banc of CA Stadium</td>
</tr>
<tr>
<td>Banner Elk Police Department</td>
<td>Bay Area UASI</td>
<td>Bellevue Police Department</td>
<td>Bergen County Prosecutor's Office</td>
<td>Birmingham-Jefferson Convention Complex</td>
<td>Boston Police Runners Club</td>
</tr>
<tr>
<td>Broward County Sheriff</td>
<td>C3 Presents</td>
<td>California Water Boards</td>
<td>Camping World Stadium – Orlando Venues</td>
<td>Carlsbad Police Department</td>
<td>Cary Police Department</td>
</tr>
<tr>
<td>Carmel-By-The-Sea Police Department</td>
<td>Caruso Management</td>
<td>Charlotte-Mecklenburg Police Department</td>
<td>Checkmate Global</td>
<td>Chevron Products Company</td>
<td>Cheyenne VA Health Care System</td>
</tr>
<tr>
<td>Chicago Police Detail Section</td>
<td>Chicago White Sox</td>
<td>Cincinnati Bengals</td>
<td>Cincinnati Reds</td>
<td>City of Alpharetta</td>
<td>City of Asbury Park</td>
</tr>
<tr>
<td>Navy Pier</td>
<td>New Brunswick Police Department</td>
<td>New Orleans Mardi Gras</td>
<td>North Central Regional Planning Commission</td>
<td>Northwell Health at Jones Beach Theater</td>
<td>Norton Simon Museum of Art at Pasadena</td>
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</tr>
<tr>
<td>Oak Creek Police Department</td>
<td>Ocoee Police Department</td>
<td>Oklahoma State Fair, Inc.</td>
<td>Oregon 22</td>
<td>Orlando Police Department</td>
<td>Paramount Public Works</td>
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<tr>
<td>Ottawa County Emergency Management</td>
<td>Palisade Town Government</td>
<td>Palisades Village</td>
<td>Palm Beach County Sheriff's Office</td>
<td>Paramount City</td>
<td>Port of Long Beach</td>
</tr>
<tr>
<td>Pismo Beach Police Department</td>
<td>Pocono Raceway</td>
<td>Police Remembrance Day March</td>
<td>Populous</td>
<td>Port of San Diego</td>
<td>PRUS Construction</td>
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<tr>
<td>Port of San Diego Harbor Police</td>
<td>Portland Expo Center</td>
<td>Portland Timbers</td>
<td>Portland Trail Blazers</td>
<td>Portland's Centers for the Arts</td>
<td>Rose Bowl</td>
</tr>
<tr>
<td>Radnor Police Department</td>
<td>Raleigh Police Department</td>
<td>Redland's Police Department</td>
<td>Red Rock Entertainment</td>
<td>Rhinebeck Village Police Department</td>
<td>Rose Bowl</td>
</tr>
<tr>
<td>Roseville Police Department</td>
<td>Royal Agriculture Society of NSW</td>
<td>Safeguard Perimeter Solutions</td>
<td>San Diego County Sheriff's Department</td>
<td>San Diego Dams</td>
<td>San Francisco 49ers</td>
</tr>
<tr>
<td>San Francisco Giants</td>
<td>San Jose Police Department</td>
<td>Santa Monica Police Department</td>
<td>Santa Monica Place</td>
<td>Santa Paula Police Department</td>
<td>Scott Air Force Base</td>
</tr>
<tr>
<td>Scottsdale Police Department</td>
<td>Sea. Hear. Now. (SHN) Festivals, LLC</td>
<td>Seattle Police Department</td>
<td>Seattle Seahawks</td>
<td>Seattle Sounders</td>
<td>Segerstrom Center for the Arts</td>
</tr>
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<tr>
<td>Seymour City, Indiana</td>
<td>Shell Motiva</td>
<td>Shoals Fest</td>
<td>Shoreline Amphitheatre</td>
<td>SMU Police Department</td>
<td>Solano Avenue Stroll</td>
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<tr>
<td>South Melbourne Market</td>
<td>Southern California Barricades</td>
<td>Spokane Hoopfest Association</td>
<td>Spokane Police Department</td>
<td>St. Matthew's House</td>
<td>State of New Jersey - DOT</td>
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<tr>
<td>State of New York</td>
<td>Steamboat Springs Police Department</td>
<td>Sunbelt Rentals</td>
<td>Super Bowl</td>
<td>Tampa Bay Buccaneers</td>
<td>Tampa Bay Rays</td>
</tr>
<tr>
<td>Texas Rangers</td>
<td>The Americana at Brand</td>
<td>The Grove</td>
<td>The Mills at Jersey Gardens</td>
<td>The Xfinity Center</td>
<td>Thurston County</td>
</tr>
<tr>
<td>Torquay ANZAC Day Dawn Service</td>
<td>Tournament of Roses Parade</td>
<td>Town of Breckenridge</td>
<td>Town of Newmarket</td>
<td>Township of Lower Merion</td>
<td>Town of Vail Police Department</td>
</tr>
<tr>
<td>Track Town USA</td>
<td>Tucson Police Department</td>
<td>UCLA</td>
<td>United States Navy</td>
<td>University of Alabama</td>
<td>University of Arizona</td>
</tr>
<tr>
<td>University of British Columbia</td>
<td>University of California San Diego Police Department</td>
<td>University of Cincinnati Public Safety</td>
<td>University of Florida Police Department</td>
<td>University of Minnesota Facilities Management</td>
<td>University of Nevada, Las Vegas</td>
</tr>
</tbody>
</table>
March 29, 2023

Re: To All Potential Proposers
RFP-0197
"Anti-Vehicle Barriers and Accessories"
Addendum No. 1

To Whom It May Concern:

Please note the following changes on Page 7.

Technical Specification

The vendor shall provide the following:

- Sets of Anti-vehicle barriers to include the following items:
  - Mobile vehicle barriers
  - Transportation Trailers
  - All accessories needed to deploy, move, position, and reposition barriers
  - Total deployment area needed to be covered is a minimum of ninety (90) feet

- Must meet all of the following features:
  - High-strength steel made in the United States
  - Non-electric, non-hydraulic design
  - Modular design that is easily configured to accommodate unique needs
  - Ability to interconnect for greater strength
  - Easily transported, set up, and repositioned by one (1) person within ten (10) minutes
  - Reusable after impact
  - Ability to be set up to meet Americans with Disabilities Act accessibility requirements
  - Ballistic protection from high-powered rifles
  - Manufacturer’s Warranty

- Proposals should provide data regarding barrier crash and impact testing with the following:
  - ASTM F2655-15 of P2 minimum rating or similar (Standard Test Method for Crash Testing of Vehicle Security Barriers)
  - PAS 58 (Publicly Available Specifications)

- Vendor proposals must include user training on trailer use and barrier installation
Please be advised of the following answers to prospective Proposer's questions.

**Question #1**
What is the crash rating required for the barriers (Vehicle type and speed of travel at impact)?

**Answer #1**
The crash rating minimum is a 3500-pound vehicle at 30 mph.

**Question #2**
What is the penetration rating for the barriers? L rating for DOS testing or P rating for ASTM 2656 testing (within how many feet must the vehicle be stopped)?

**Answer #2**
The vehicle penetration rating for the barriers is a P2 rating minimum.

**Question #3**
What is the total width of the location the barriers are to cover?

**Answer #3**
The total width the barriers should cover is a minimum of ninety (90) feet.

**Question #4**
What is the width of the opening where vehicles are to drive over or through the barriers?

**Answer #4**
Barriers must be transportable to allow vehicles to drive between them in an emergency and be repositioned.

**Question #5**
Will the scoring data be made available to all bidders, and if so, will it be made prior to an Intent to Award notice?

**Answer #5**
We do not make the scoring data available for proposals and remain confidential amongst evaluating team.

**Question #6**
What is the distance (in feet) each of the two (2) sets needs to cover? Or, what is the width (in feet) of the intended deployment area?

**Answer #6**
The distance in feet the intended deployment area needs to cover is at least ninety (90) feet. Please see the updated Technical Specifications on page 1 of this addendum.
Please acknowledge receipt of this addendum with a signed copy of the addendum with the proposal submittal. If any questions arise, please contact me at (310) 412-5266.

Karen Ewald  
Authorized Signature

Sincerely,

Jorge Ochoa  
Procurement and Contracts Coordinator  
City Of Inglewood
WARRANTIES OF MERIDIAN PRODUCTS

Archer 1200 Barrier [AB1200]  LIFETIME WARRANTY
Archer Manual Hauler 2.0 [AMHA003-2]  ONE YEAR WARRANTY
Archer Field Tow Bar [AFTB001]  ONE YEAR WARRANTY

Archer Arrester Cable – 4 ft [AAC4F001]  ONE YEAR WARRANTY
Archer Arrester Cable – 10 ft [AAC10F001]  ONE YEAR WARRANTY

Archer Beam Gate 2.0 [ABG001-2]  THREE YEAR WARRANTY

MERIDIAN 8 Barrier Drop Deck Trailer [ADDT008]  WILL BE FREE FROM DEFECTS ON MATERIAL AND WORKMANSHIP FOR 12 MONTHS FROM THE WARRANTY START DATE. THE STRUCTURAL ELEMENTS TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR 5 YEARS FROM THE WARRANTY START DATE.
Declaration of Proposer

I declare, under penalty of perjury under the laws of the State of California, that I am an authorized agent or officer of the organization submitting this proposal and in such capacity I am empowered to submit this proposal on behalf of (organization):

Meridian Rapid Defense Group LLC

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY:

Signature: Karen Ewald

Printed Name: Karen Ewald

Position/Title: Head of Administration

Date of Execution: April 4, 2023

RFP-0197 Purchase of Anti-Vehicle Barriers and Accessories
Extension of Contract to Other Public Agencies

The prices, terms, and conditions of this proposal may be extended to other governmental agencies at the mutual agreement of both the city and awarded vendor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the successful contractor. The City of Inglewood does not warrant any additional use of the contract by such agencies. The vendor’s response as requested below will in no way affect the City of Inglewood’s consideration of this proposal.

Please indicate if this quote will be extended to other public agencies, and the length of time it will remain in effect from the opening date of this proposal.

Yes ___ X ___ No ___________ Length of time _____ 365 Days _____ Days/Months

RFP-0197 Purchase of Anti-Vehicle Barriers and Accessories
Non-Collusion Declaration

Meridian Rapid Defense Group LLC ("MERIDIAN")

The undersigned hereby declares and says:

I am the Chief Executive Officer of MERIDIAN, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

(Full description of contract):

The City of Inglewood has issued a Request for Proposal (RFP) for the Purchase of Anti-Vehicle Barriers and Accessories. The Inglewood Police Department will be the lead agency for all upcoming events within the City and will coordinate techniques and tactics to ensure public safety. MERIDIAN would like to submit a proposal to assist the City in ensuring traffic safety and making sure that the City has the appropriate equipment to provide safety for both the appropriate equipment to provide safety for both the community and the event attendees.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 2, 2023 [date], at Pasadena [city], California [state].

___________________________
Peter Whetford
Signature of Officer or Authorized Agent

RFP-0197 Purchase of Anti-Vehicle Barriers and Accessories

25
ATTACHMENT NO. 3
The City of Inglewood

Request for Proposal (RFP) for
Purchase of Anti-Vehicle Barriers and Accessories

Solicitation Number: RFP-0197

Solicitation Issue Date: March 16, 2023

Questions and Comments Due: March 30 at Noon

Proposal Due Date and Time (Closing Date): April 6, 2023 at 11:00 a.m. in Purchasing and Contract Services Division

Submissions: The proposer is required to provide one (1) original, one (1) copy and one (1) electronic copy (e.g., USB drive)

City Contact: Jorge Ochoa, Procurement and Contracts Coordinator, jochoa@cityofinglewood.org, (310) 412-5266

The completed and signed RFP signature page is required, with the most recent addendum listed as an acknowledgment of all addenda issued.

Note: Emailed submissions will not be accepted.
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RFP-0197 Purchase of Anti-Vehicle Barriers and Accessories
Invitation to Submit Proposals for RFP-0197

The City of Inglewood invites and will receive proposals duly filed herein for qualified "Purchase of Anti-Vehicle Barriers and Accessories," as specified in this document.

Each proposal shall be submitted and completed in all particulars and must be enclosed in a sealed package addressed to the City of Inglewood, Purchasing and Contract Services Division 8th floor, One Manchester Blvd., Inglewood, CA 90301, with the designation of the project, “Purchase of Anti-Vehicle Barriers and Accessories” appearing thereon.

Proposals will be opened in public on April 6, 2023 at 11:00 a.m. in the Purchasing and Contract Services Division and will be announced then and there to all persons present. Specifications and other proposal documents for the above service are on the City’s PlanetBids portal.

The City reserves the right to waive any irregularity within any proposal and to take proposals under advisement for a period of ninety (90) calendar days from and after the date proposals are opened and announced.

The following conditions and terms apply:

1) The City Council reserves the right to reject any or all proposals.

2) Attached are detailed specifications and conditions for proposal submission.

3) You must execute your contract within ten (10) days after the City mails it. If the contract is not executed within ten (10) days, the City reserves the unilateral right to cancel it.

4) If any provision of the contract is violated, the City, after suitable notice, may cancel the contract and make arrangements to have the products and or services supplied by others. Any extra cost to the City will be paid by the vendor.

5) Proposals may be obtained from the City’s PlanetBids portal located at https://www.planetbids.com/portal/portal.cfm?CompanyID=45619.

6) All proposals with pricing must be for specific amounts. Any attempt to qualify prices with an 'escalation clause' or any other method of making a price variable, is unacceptable. Proposal shall be valid for ninety (90) calendar days from and after the date proposals are opened and announced.

7) The City reserves the right to add or subtract quantities and/or services based on the unit prices/unit lump sums so indicated as its budgetary needs may require.

8) All request for proposal documents can please be located on the City of Inglewood’s Planet Bids Portal.

_________________________________________ Date: ____ / ____ / 2023

Sharon KoiKe, Assistant Finance Director

RFP-0197 Purchase of Anti-Vehicle Barriers and Accessories
Request for Proposal Timeline

<table>
<thead>
<tr>
<th>RFP Process and Implementation Schedule</th>
<th>Anticipated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public release of RFP</td>
<td>March 16, 2023</td>
</tr>
<tr>
<td>Questions from Proposers due</td>
<td>March 30, 2023 at Noon</td>
</tr>
<tr>
<td>Answers to questions posted on PlanetBids</td>
<td>April 1, 2023 at end of Business Day</td>
</tr>
<tr>
<td>Deadline for proposal submittals</td>
<td>April 6, 2023 at 11:00 a.m. in Purchasing</td>
</tr>
<tr>
<td>City Council Approval</td>
<td>April 2023</td>
</tr>
</tbody>
</table>

Questions Concerning Proposal Requirements

All questions and issues related to proposal requirements or information expected for each statement package should be made on City’s PlanetBids portal:

https://www.planetbids.com/portal/portal.cfm?CompanyID=45619

The City of Inglewood will only communicate with one person per proposal. It is the responsibility of the Proposer to ensure that the City has the correct name and address of the contact person, phone number, and e-mail address. All changes to the instructions of this RFP will be done through written addendum and posted on the City’s PlanetBids portal.

**NO QUESTIONS WILL BE RECEIVED OR RESPONDED TO AFTER**

March 30, 2023 at Noon
Submission of Proposals

Written responses to the RFP must be prepared as specified in Proposal Submittal Requirements. Respondents should follow the Proposer Checklist on page 28 to ensure that all requirements are met. No changes to responses may be made after the submittal deadline.

- One (1) original unbound, one (1) copy and one (1) electronic file on a USB drive for Purchase of Anti-Vehicle Barriers and Accessories. **ATTN: Jorge Ochoa, received on or before, but no later than April 6, 2023 at 11:00 a.m. in the Purchasing and Contract Services Division.** Any responses received after the specified date and time will not be considered by the City.

- Original responses and package copy shall be enclosed in a sealed package with the name and address of the respondent in the upper left-hand corner and marked “Purchasing of Anti-Vehicle Barriers and Accessories.”

- The response shall be signed by an officer, or officers, authorized to execute legal documents on behalf of the respondent and submitted to:
  
  Jorge Ochoa  
  8th Floor Purchasing and Contract Services Division  
  City of Inglewood  
  One Manchester Blvd.  
  Inglewood, CA 90301

The City reserves the right to waive informalities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations, and to make awards to the proposer whose proposal is most beneficial to the needs of the City. Each firm is responsible for the timely delivery of any response. Additionally, the City will not be responsible for the delivery of any proposal to the wrong address or City department. Each firm assumes all risks and/or consequences of an incorrect delivery or an untimely delivery of a proposal.

SAM Registration
Since this is a federal grant-funded project, the awarded vendor must register with the System for Award Management’s website [https://sam.gov/content/home](https://sam.gov/content/home) before awarding and executing a contract.
1. Introduction
The City of Inglewood is home to the KIA Forum, the Hollywood Park development and the LA Philharmonic Youth Orchestra Los Angeles (YOLA). The Hollywood Park development includes new residential, commercial, and recreational uses, a 70,000-seat arena (SoFi Stadium) and a 6,000-seat entertainment venue (YouTube Theater). The state-of-the-art stadium re-imagines the fan experience and will host a variety of events year round including WrestleMania, the Gold Cup in 2023 and the Opening and Closing Ceremonies of the Olympic Games in 2028. Additionally, the Intuit Dome is scheduled to open in 2024 as the new headquarters of the Los Angeles Clippers of the National Basketball Association (NBA).

2. Scope of Services

Overview
The Inglewood Police Department will be the lead agency for all upcoming events within the City and will coordinate techniques and tactics to ensure public safety.

One of the areas of concern is ensuring traffic safety and making sure that we have the appropriate equipment to provide safety for both the community and the event attendees. The anti-vehicle barrier is just one of the many tools needed to provide that safety.

Technical Specifications
The vendor shall provide the following:

- Two (2) sets of anti-vehicle barriers to include the following items:
  - Mobile Vehicle Barriers (Max of 16)
  - Transportation Trailers
  - All accessories needed to deploy, move, position and re-position barriers
- Must meet all of the following features:
  - High strength steel made in the United States
  - Non-electric, non-hydraulic design
  - Modular design that is easily configured to accommodate unique needs
  - Ability to interconnect for greater strength, preferably with cables
  - Easily transported, set-up and repositioned by one (1) person within 10 minutes
  - Reusable after impact
  - Ability to be setup to meet Americans with Disabilities Act accessibility requirements
  - Ballistic protection from high-powered rifles
  - Manufacturer’s Warranty
- Proposals should provide data regarding barrier crash and impact testing with the following:
  - PAS 68 (Publicly Available Specifications)
- Vendor proposals must include user training on trailer use and barrier installation.
3. Threshold Responsiveness Requirements

3.1. Threshold Responsiveness Requirements

Proposers should assume that their written submittal in response to this RFP will be the exclusive basis on which the City will consider its award for the contract. Therefore, each Proposer should be as thorough as possible when responding to this RFP and provide its written Proposal consistent with, and in the order described in, Section 5 Proposal Submittal Requirements.

Proposers will not be able to add to or modify their proposals after the Proposal due date. The City may deem a Proposer non-responsive if the Proposer fails to provide all required documents and copies or for any other reason the Proposal does not fully comply with the requirements, instructions and rules contained in this RFP.

4. Proposal Submittal Requirements

The proposal must contain all of the following items placed in the order listed below:

a. Attachment A, Fee Schedule
b. Attachment B, Proposal Criteria Questionnaire Form
c. Attachment C, Experience in Industry

5. Evaluation and Selection Process

The City will conduct an initial review and evaluation of each Proposal for responsiveness as set forth in Section 4.1 of this RFP and for satisfaction of the minimum qualifications set forth in Section 4.2 of this RFP. All Proposals that are responsive and meet all the minimum qualifications will be evaluated on the basis of professional experience and qualifications of services to be performed. If a Proposal is non-responsive or fails to satisfy any of the minimum qualifications, then the City may reject the Proposal and disqualify it from further evaluation and consideration for award, and the corresponding Proposal will be advised.

Proposals will be reviewed and ranked in accordance with the criteria below for scoring based upon a 100 point rating scale. Proposers may be invited for an interview.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Points Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Materials/Structure</td>
<td>15</td>
</tr>
<tr>
<td>Maintenance/Storage</td>
<td>20</td>
</tr>
<tr>
<td>Ease of Use/Mobility</td>
<td>25</td>
</tr>
<tr>
<td>Timeliness of Delivery</td>
<td>20</td>
</tr>
<tr>
<td>Fair and Reasonable Cost</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

RFP-0197 Purchase of Anti-Vehicle Barriers and Accessories
5.1. Evaluation Criteria
The following criteria and matrix shall be used to evaluate proposals:


b. Maintenance/Storage – Specific maintenance requirements for operations and sustainability of the proposed equipment. Requirements for storage of equipment.

c. Ease of Use/Mobility – Ability to set-up/configure proposed equipment. Required personnel and apparatus needed for movement of proposed equipment. Ability to set-up/configure anti-vehicle barriers within specified distance.

d. Timeliness of Delivery – Ability to deliver items within an acceptable timeframe and no later than December 14, 2023. Specifics on any possible foreseeable delivery delays.

e. Fair and Reasonable Cost – Reasonableness of equipment costs submitted and the competitiveness of these costs when compared with other submitted proposals.

5.2. Selection Process
A ranking of the proposals will be made by score from high to low. The highest ranked proposal will be selected. The contract will then be presented to the City Council for award.
The City of Inglewood, California, hereby extends an invitation to submit a proposal, in accordance with this Request for Proposal (RFP), to provide labor and or and materials for the designated service. Furthermore the City makes no representation that any agreement will be awarded to any firm responding to this request. There are no expressed or implied obligations for the City to reimburse responding firms for any expense incurred in preparing a proposal in response to this request. All information submitted to the City of Inglewood shall become property of the City and will be returned to the proposer at the City’s option.

6.1. Prices
The proposal shall state the total cost for the service as specified in this document. Hourly rates are firm and fixed for the duration of this agreement.

6.2. Payment Terms
Standard payment shall be made by City check.

6.3. Inglewood Business Tax Certificate
The proposer agrees to at all times during the performance of the agreement, to obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made prior to the purchase of product or rendering services and a copy said Certificate must be forwarded to the Purchasing and Contract Services Division.

6.4. Sales Tax
The City of Inglewood is subject to the payment of sales tax. All suppliers will be required to include in your proposal/price quote the City of Inglewood sales tax rate of 10%. If a proposer fails to include the City’s sales tax rate in their bid, the City will add the 10% amount to the proposal for evaluation purposes.

6.5. Insurance Requirements
Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE
Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
B. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if the Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $2,000,000 per accident for bodily injury and property damage.

C. **Workers’ Compensation**: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

D. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor’s profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Other Insurance Provisions**
The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Primary Coverage**
For any claims related to this contract, the Contractor’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

**Notice of Cancellation**
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
Waiver of Subrogation
The Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage
The Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them.

6.6. Indemnification
Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which has been caused by the sole negligence or willful conduct of the City.

6.7. “Or Equal Clause”
Whenever a material, article, or piece of equipment is identified in the specifications or on the plans by reference to manufacturers’ or vendors’ names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any materials, article, or equipment of other manufacturers and vendors which will perform adequately in the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the City of equal substance and function. Said materials, articles or
equipment shall not be purchased or installed by the Contractor without the City’s written approval.

6.8. Non-Discrimination
California State Labor Code §1735: Discrimination in Employment Because of Race, Color, etc. No discrimination shall be made in the employment of persons working on behalf of or as an agent for the City of Inglewood because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected class except as provided in Section 12940 of the Government Code, and every vendor for the City of Inglewood violating this section is subject to all the penalties imposed for a violation of this chapter.

6.9. Disadvantaged Business Participation
It is the policy of the City to provide minorities, women, and local businesses with the opportunity to compete for and participate in City contracts whenever possible. The firm awarded a contract through this RFP process will be required to demonstrate its best efforts to enhance employment opportunities for minorities, women, and local businesses for subcontract opportunities.

6.10. Award of Proposal
Award of agreement will be based on the proposal that meets all of the specified requirements.

6.11. Execution of Agreement
A proposer to whom award is made shall furnish all services in accordance with the provisions hereof and within the time stated in the proposal. If proposer to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, an award may be made to the proposer whose proposal is next most acceptable to the City. Such proposer shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California.

6.12. Termination of Agreement
The City may terminate the contract at its own discretion or when conditions encountered make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the contract by law, or by official action of a public authority.

6.13. Right to Withhold Payment
It is the right of the City to withhold payment when:

A. Defective materials are not remedied under the provisions of specifications;

B. There are claims or liens filed or reasonable evidence indicating probable filings of claims or liens against the Contractor.

RFP-0197 Purchase of Anti-Vehicle Barriers and Accessories
The City shall withhold any monies otherwise due to the Contractor. The City will provide the Contractor with written notice of the amount withheld and the reasons why the payment has been withheld. When the Contractor removes the grounds for such withholding, the City will pay the amount withheld to the Contractor within thirty-five (35) calendar days.

Each contractor submitting a proposal in response to this RFP acknowledges and agrees that the City shall have no financial responsibility for any costs incurred in the preparation of a proposal even if the RFP is cancelled. Any and all such costs shall be the sole responsibility of the consultant. Contractor further agrees that all documentation and materials submitted in response to this RFP shall remain the property of the City.

6.15. No Binding Contract
This RFP process shall in no way create a binding contract, agreement or offer of any kind between the City and proposer. If the City selects a consultant as a result of this process, legal rights and obligations shall only arise upon the execution of an agreement by all parties thereto, and such legal rights and obligations of each party shall only be those rights and obligations specifically set forth in the agreement and any other documents specifically referred to therein.

6.16. Choice of Law and Venue
This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles, California.

6.17. Right to Alter
The City reserves the right to alter or postpone this procurement and selection process in any way for its convenience at any time. It may also choose to waive any defects in any submittal, issue a new RFP, hire any Consultant it deems appropriate, or reject all submittals at its sole and absolute discretion.

6.18. Addendums
In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by Addendum. Any Addendum will become part of this RFP and part of any contract awarded as a result of this RFP.

All addenda will be issued on the City of Inglewood “bid opportunities (PlanetBids)” web page. Click on the professional auditing services listed on the cover page of this document.

To access addenda use the following web page address:
https://www.planetbids.com/portal/portal.cfm?CompanyID=45619
There are no designated dates for release of addenda. Therefore, interested proposers should check the Purchasing “Bid Opportunities (PlanetBids)” webpage on a daily basis. Proposers with no access to the internet should call the Purchasing and Contract Services Division to inquire about any issued addendums. It is the vendor’s responsibility to either check the city website or call the Purchasing and Contract Services Division to obtain any addendums.

The City encourages proposers to send a signed copy of each addendum with your proposal. If no signed addendum is returned with your proposal, the City will assume that all pricing submitted includes any and all costs associated with any addendums issued.

Answers to questions that do not require an addendum will also be posted on the City’s PlanetBids portal.

6.19. Warranty
All products and installation shall be guaranteed for defective materials and workmanship, commencing at final acceptance. No payment shall be made without a written guarantee.

6.20. Delivery
Delivery of all materials, installation, required training and invoiced December 14, 2023. The items specified herein shall be delivered F.O.B. Destination to the City of Inglewood Service Center located at 222 W. Beach Avenue, Inglewood, CA 90301.
Appendix II to Part 200
In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

a) **Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

b) **All contracts in excess of $10,000** must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.


d) **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
e) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

f) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

g) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h) **Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

j) **Procurement of recovered materials** (2 CFR § 200.323) – A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

k) **Prohibition on certain telecommunications and video surveillance services or equipment** (2 CFR § 200.216)

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
   a) Procure or obtain;
   b) Extend or renew a contract to procure or obtain; or
   c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

   i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

   ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

   iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the
2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.


4. See also § 200.471.

I) Domestic preferences for procurements (2 CFR § 200.322)

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

a) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
Attachment A – Fee Schedule

Please itemize additional accessories needed to deploy, move, position and re-position barriers in blank spaces below. If additional space is needed, please add additional sheets after this page.

<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Vehicle Barriers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation Trailers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes (10%)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Installation</td>
<td></td>
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<tr>
<td>Shipping</td>
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<tr>
<td>Training (MUST BE CERTIFIED)</td>
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<tr>
<td>GRAND TOTAL:</td>
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</tr>
</tbody>
</table>

Grand Total Written in Words

(In case of discrepancy between words and figures, the written amount in words shall prevail.)
Attachment B – Proposal Criteria Questionnaire Form

Materials/Structure:
1. Describe protective costing and re-coating of the barriers (specifically how long the coating lasts)?
2. Are components easily replaced (nuts/bolts)? Please explain in detail how components may be replaced along with method.
3. Identify capabilities or performance certification?
4. Describe any routine maintenance requirements?
5. Describe level of user certification training/licensing is required to operate/deploy?

Maintenance/Storage
1. Describe maintenance measures required for extended storage of items?
2. Describe maintenance measures in preparation of operating following extended storage?
3. Describe required surface area footprint of storage of barriers?
4. Describe best practices for storage?

Ease of Use/Mobility
1. Identify and describe equipment required to set-up/configure barriers in a typical setting?
2. Identify personnel requirement to safe equipment from one location to another?
3. Identify personnel requirement to safely configure within a deployment area?
4. Approximate the time required using the recommended tools and minimum staffing to safely deploy equipment?

Timeliness of Delivery
1. What is the lead-time of delivery of all items? Please note that all materials, installation, training and invoicing must be completed by or before December 14, 2023.
2. Are there any foreseeable supply chain or labor related delays? If so, please provide in more detail?

Fair and Reasonable Costs
1. Please complete Attachment A – Fee Schedule.
2. If additional pages are required for accessories needed to deploy, move, position and reposition barriers, please attach.
Attachment C – Experience in Industry
Please describe in detail any and all experience in the industry.

1. How many years of experience does business have?
2. Which projects have been worked on in the past?
3. Whom was your goods/services provided to in those past projects?
4. Please provide list current clients (Contact name, phone number and email address).
5. Have you ever ran into issues that delayed manufacture of goods or services?
Declaration of Proposer

I declare, under penalty of perjury under the laws of the State of California, that I am an authorized agent or officer of the organization submitting this proposal and in such capacity I am empowered to submit this proposal on behalf of (organization):

________________________________________________________________________

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY:

Signature: ____________________________

Printed Name: __________________________

Position/Title: __________________________

Date of Execution: __________________________

RFP-0197 Purchase of Anti-Vehicle Barriers and Accessories 23
Extension of Contract to Other Public Agencies

The prices, terms, and conditions of this proposal may be extended to other governmental agencies at the mutual agreement of both the city and awarded vendor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the successful contractor. The City of Inglewood does not warrant any additional use of the contract by such agencies. The vendor’s response as requested below will in no way affect the City of Inglewood’s consideration of this proposal.

Please indicate if this quote will be extended to other public agencies, and the length of time it will remain in effect from the opening date of this proposal.

Yes ______ No _________ Length of time ____________________ Days/Months
Non-Collusion Declaration

The undersigned hereby declares and says:

I am the ____________________________ of ________________________, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

(Full description of contract):

________________________________________

________________________________________

________________________________________

________________________________________

“I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _________________________ [date], at __________________________ [city], ______________________ [state].

________________________________________
Signature of Officer or Authorized Agent

RFP-0197 Purchase of Anti-Vehicle Barriers and Accessories
TO ALL PROPOSERS:

IF YOU DO NOT INTEND TO SUBMIT A PROPOSAL FOR THIS PROJECT, PLEASE INDICATE BELOW AND RETURN IMMEDIATELY TO THE PURCHASING AND CONTRACTS SERVICES DIVISION OF THE CITY OF INGLEWOOD.

_____ THE FIRM BELOW CANNOT PROVIDE THE SERVICES AS SPECIFIED,

PLEASE CHANGE THE CLASSIFICATION OF OUR FIRM TO THE FOLLOWING:


______ THE FIRM BELOW CANNOT SUBMIT A PROPOSAL AT THIS TIME BECAUSE

OF THE FOLLOWING: ______________________________________________________

_______________________________________________________________________

_______________________________________________________________________

_____ THE FIRM BELOW IS NOT INTERESTED IN BEING ON THE CITY OF

INGLEWOOD VENDOR LIST, PLEASE REMOVE OUR NAME

RFP NUMBER: ______________

Name of Firm: ____________________________________________________________

Address: __________________________________________________________________

Phone: __________________________________________________________________

Name of Individual: _________________________________________________________

Signature: __________________________________________________________________

Date: ____________________________________________________________________
Proposer Checklist

BEFORE SUBMITTING YOUR PROPOSAL, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

Please Check Here

1. SUBMITTAL REQUIREMENTS:
   
   a. Have you completed and submitted all of the items listed in Section 4 Proposal Submittal Requirements on page 8?

2. PROPOSAL:
   
   a. Have you responded to the proposed scope of work?
   b. Is the proposal properly signed and dated?
   c. If the proposal is being submitted by a corporation, is the corporate seal affixed to the proposal?
   d. Have you submitted all requirements per this Request for Proposal?

3. CONTRACT COMPLIANCE:
   
   a. Have you completed and signed the Declaration of the Proposer?
   b. Have you completed the Extension of Contract to other Public Agencies?
   c. Have you completed and signed the Non-Collusion Declaration?
   d. Have you examined and understand the requirements and forms to be furnished on the project?

4. BUSINESS TAX CERTIFICATE:
   
   a. Are you aware of General Provisions Section 3, entitled Inglewood Business Tax Certificate?