

**C-2028 Procurement of Road Barriers
Instructions to Bidders and Exhibits**

Exhibit No. 3: Bid Forms (Required)

BID

Ernest N. Morial New Orleans
Exhibition Hall Authority
900 Convention Center Blvd.
New Orleans, Louisiana 70130

DATE: 3/31/2025

Gentlemen:

(I) (We) A-1 American Fence, Inc.

(PRINT OR TYPE NAME OF COMPANY SUBMITTING BID)

shall furnish all merchandise in the quantities and for the prices listed below, FOB to the Ernest N. Morial Convention Center New Orleans Receiving Dock 1 or 2 in New Orleans, Louisiana 70130.

Note: All prices are to include delivery. There shall be no guaranteed quantities associated with the contract. Owner reserves the right to award multiple contracts based on unit pricing. Prices quoted shall be valid for the entire contract period. Alternate Bids, if any, will be awarded in the order of their priority listing and in accordance with budgetary restraints.

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1.	Phalanx Type Barrier System 17" ft plate with 20" buttresses Model No.: <u>DSC1200H</u> Manufacturer: <u>Delta Scientific</u> Or Equal Make and Model of Unit Quoted: _____	<u>1</u>	<u>\$ 72,765.00</u>	<u>\$ 72,765.00</u>
2.	Phalanx Type Barrier System 13" ft plate with 20" buttresses Model No.: <u>DSC1200H</u> Manufacturer: <u>Delta Scientific</u> Or Equal Make and Model of Unit Quoted: _____	<u>1</u>	<u>\$ 65,821.00</u>	<u>\$ 65,821.00</u>
3.	Installation Supervision Model No.: _____ Manufacturer: _____ Or Equal Make and Model of Unit Quoted: _____	<u>1</u>	<u>\$ 6,187.00</u>	<u>\$ 6,187.00</u>
4.	Operator Training Model No.: _____ Manufacturer: _____ Or Equal Make and Model of Unit Quoted: _____	<u>1</u>	<u>\$ 6,187.00</u>	<u>\$ 6,187.00</u>

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5. **3-year warranty for Parts and Labor** 1 \$ 10,975.00 \$ 10,975.00
Model No.: _____
Manufacturer: _____
Or Equal _____
Make and Model of Unit Quoted: _____
6. **5-year warranty for Parts and Labor** 1 \$ 12,330.00 \$ 12,330.00
Model No.: _____
Manufacturer: _____
Or Equal _____
Make and Model of Unit Quoted: _____
7. **Main Control Panel W/ Reset & Override, Dual Lane Control** 1 \$ 3,762.00 \$ 3,762.00
Model No.: B1041
Manufacturer: Delta Scientific Corporation
Or Equal _____
Make and Model of Unit Quoted: _____
8. **Remote Control Sub Panel W/ Annunciator** 1 \$ 3,762.00 \$ 3,762.00
Model No.: B1091
Manufacturer: Delta Scientific Corporation
Or Equal _____
Make and Model of Unit Quoted: _____
9. **Barricade Fully Down Auxiliary Limit Switch** 1 \$ 380.00 \$ 380.00
Model No.: B2010
Manufacturer: Delta Scientific Corporation
Or Equal _____
Make and Model of Unit Quoted: _____
10. **Barricade Fully Up Auxiliary Limit Switch** 1 \$ 380.00 \$ 380.00
Model No.: B2011
Manufacturer: Delta Scientific Corporation
Or Equal _____
Make and Model of Unit Quoted: _____
11. **Barricade System Heater** 2 \$ 2,500.00 \$ 5,000.00
Model No.: B1350
Manufacturer: Delta Scientific Corporation
Or Equal _____
Make and Model of Unit Quoted: _____
12. **Emergency Manual Operating System, Hand Pump** 2 \$ 750.00 \$ 1,500.00
Model No.: B1325
Manufacturer: Delta Scientific Corporation
Or Equal _____
Make and Model of Unit Quoted: _____

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13. **Power Unit Mounted Electrical Disconnect** 2 \$ 1,060.00 \$ 2,120.00
Model No.: B1260
Manufacturer: Delta Scientific Corporation
Or Equal
Make and Model of Unit Quoted:
14. **Battery Back-Up (Controls Only)-Hydraulic System** 2 \$ 1,036.00 \$ 2,072.00
Model No.: B1155
Manufacturer: Delta Scientific Corporation
Or Equal
Make and Model of Unit Quoted:
15. **Stop Go Signal Arm(s)** 2 \$ 4,492.00 \$ 8,984.00
Model No.: AG812-100W
Manufacturer: Delta Scientific Corporation
Or Equal
Make and Model of Unit Quoted:
16. **12' Wood Arm, White with Black Stripes** 2 \$ 90.00 \$ 180.00
Model No.: AG812-14
Manufacturer: Delta Scientific Corporation
Or Equal
Make and Model of Unit Quoted:
17. **Stop Go Signal Light(s)** 2 \$ 1,657.00 \$ 3,314.00
Model No.: MPL-10
Manufacturer: Delta Scientific Corporation
Or Equal
Make and Model of Unit Quoted:
18. **48" High Post W/12" Square Mounting Flange, White** 2 \$ 310.00 \$ 620.00
Model No.: MPL-20W
Manufacturer: Delta Scientific Corporation
Or Equal
Make and Model of Unit Quoted:
19. **Loop Detector Kit** 6 \$ 456.00 \$ 2,736.00
Model No.: B2100
Manufacturer: Delta Scientific Corporation
Or Equal
Make and Model of Unit Quoted:

TOTAL CONTRACT SUM (state as a dollar figure and in written words)

\$ 209,075.00 (figure)

Two Hundred Nine Thousand Seventy Five Dollars and 00/xx (words)

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BID

(I) (We) agree, if awarded the Contract, (I) (we) will commence and execute work within time frames outlined in the Contract and Bid Documents.

It is clearly understood that (my) (our) Bid may be withdrawn at any time prior to the scheduled time of Bid opening, or any authorized postponement thereof, provided that the Buyer receives (my) (our) written request for such withdrawal prior to Bid Opening or any authorized postponement thereof.

It is further understood that (my) (our) Bid may not be withdrawn until ninety (90) calendar days after the date of the Bid Opening, if my notice of withdrawal is not received until after Bids are opened.

(My) (Our) Bid is made with the understanding that the Buyer reserves the right to reject all Bids or any Bid or all or any part of all Bids that are not complete or in compliance with the terms and conditions set forth in the Bid Documents or for reasons relating to budgetary restraints and/or scope of work reductions.

The undersigned hereby designates the office to which the "Notice of Award" and Contract may be transmitted:

BIDDER'S NAME: Teddy J. Breaux

(Print or Type Name of Individual Preparing Bid)

COMPANY NAME: A-1 American Fence, Inc.

COMPANY ADDRESS: 701 Lutchter Drive, Orange, Texas 77632

STATE OF INCORPORATION *(If Applicable)*: Texas

PHONE NUMBER: (409) 883-8986

EMAIL ADDRESS: tbreaux@a1americanfenceco.com

Bids by corporations or Limited Liability Companies (LLC's) must be executed in the corporate name by the President or Vice President or other authorized corporate officer or agent. **All Bids** must be accompanied by a corporate resolution or other documentation acceptable to the Buyer, which establishes that the corporate representative has the authority to bind the corporation. The Buyer reserves the right to request and obtain such additional documentation as the Buyer deems necessary.

Bids by partnership must include the names of all partners, be executed in the partnership name and signed by a partner authorized to bind the partnership. Name, title, and official address of the partnership must be typed or printed below the signature.

Bids by individuals shall indicate the name of the individual and the address of their principal place of business.

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BID

ADDENDUM RECEIPT

(I) (We) acknowledge receipt of the following addenda and have included their provisions in (my) (our) Bids.
(If none, write in none or N/A in each blank).

- | | |
|----------------------------------|----------------------------------|
| 1. Addendum No. _____ Date _____ | 4. Addendum No. _____ Date _____ |
| 2. Addendum No. _____ Date _____ | 5. Addendum No. _____ Date _____ |
| 3. Addendum No. _____ Date _____ | 6. Addendum No. _____ Date _____ |

The undersigned certifies that they are an authorized representative of the Company/LLC and have the authority to bind the contract (if awarded) to the Buyer.

Respectfully submitted: {Print or Type}

Company Name: A-1 American Fence, Inc.

Company Address: 701 Lutcher Drive

Orange, Texas 77632

NAME: Teddy J. Breaux

SIGNATURE: 

TITLE: Asst. Secretary/ Sr. Project Manager

DATE: 3/31/2025

A-1 AMERICAN FENCE, INC.
EXTRAORDINARY MEETING MINUTES
OF SHAREHOLDERS AND DIRECTORS

I. CALL TO ORDER

An Extraordinary General meeting of the Directors and Shareholder of the A-1 AMERICAN FENCE, INC., was held on Tuesday, 15 November 2021, from 2pm to 3pm CST, at 701 E. Lutch Drive, Orange TX 77632.

II. ATTENDEES

The following Corporate Officers attended this meeting in person and their combined presence constituted a quorum:

- Angelina A. Hinds: President, Board Chairman and Director, and Shareholder (100%)
- Ethan D. Hinds, Jr.: Vice President, Director, Treasurer
- Richard D. Hinds: Vice President, Director, and Secretary

III. AGENDA ITEM – ELECTION OF NEW PERSON TO THE BOARD

The Secretary's nomination of Teddy Joseph Breaux to the Board was recognized by the Chairman.

The Board resolved to elect Teddy Joseph Breaux as a member, to serve as both a Director and as an Assistant Secretary, with all vested authority, rights, and responsibilities inherent a member of this Board, as-well-as, being subject to all Board governances.

The Board agreed, the Chairman approved, the decision passed.

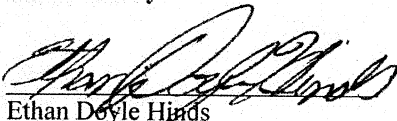
IV. CLOSURE

There were no other matters to address.

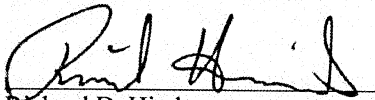
This meeting was adjourned.

V. MEETING MINUTES APPROVAL

Witnessed by:

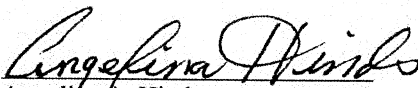


Ethan Doyle Hinds
Vice President and Treasurer



Richard D. Hinds
Vice President and Secretary

Approved by:



Angelina A. Hinds
President and Chairman

C-2028 Procurement of Road Barriers

Instructions to Bidders and Exhibits

Exhibit No. 4: Insurance Requirements

Note: Evidence in the form of a Certificate of Insurance is due ten (10) calendar days after the Notice of Award is issued to the Successful Bidder, or at the date of execution of this Contract, whichever is sooner.

- A. Commercial general liability insurance with limits of at least \$1,000,000 each occurrence/\$2,000,000 aggregate, including Personal & Advertising Injury Liability, Independent Contractor's Liability, and Contractual Liability, coverage for premises and operations, products/completed operations, (with employee and contractual exclusion deleted), covering, but not limited to, the liability assumed under any Indemnification provisions and subrogation and additional insured requirements of this Contract.
- B. Workers' Compensation which shall cover Seller and its employees for injuries and/or disease arising out of all applicable Louisiana Workers' Compensation laws, including statutory limits in accordance with the Louisiana Workers' Compensation Act and shall include Employers Liability limits in the amount of at least \$1,000,000. Louisiana law allows officers of a corporation, partners in a partnership, members of an LLC and sole proprietors to elect to exempt themselves from Workers Compensation coverage. If any of these types of employees of the Contractor will be performing any of the work or will be on NOPFMI's premises at any time, they must elect to carry workers compensation coverage on themselves and provide proof thereof.
- C. Commercial Business Auto Liability Insurance shall be provided bodily injury and property damage liability, including third party, and written as all autos." If no owned autos, coverage shall be provided for hired and non-owned autos. Limits shall be not less than \$1,000,000 for all injuries and/or deaths and property damage resulting from any one occurrence. The limit of liability for property damage shall not be less than \$1,000,000 for each occurrence. Such insurance shall include coverage for loading and unloading hazards. The fellow employee exclusion shall be deleted from this coverage.

Seller shall furnish and maintain such insurance as will protect SELLER, NOPFMI, the Authority, and City of New Orleans of and from any claims, suits, demands, or actions which in any way relate to Seller's performance of services hereunder or its operations with the Authority with insurance carriers duly authorized to issue policies within the State of Louisiana and which have a current A.M. Best-rating of not less than A- VII. All insurance coverage maintained by the SELLER shall be primary and noncontributory with any insurance maintained by NOPFMI, the Authority, and the City of New Orleans. The insurance carrier and Named Insured for every line of coverage required in this paragraph including the Named Insured, shall waive its rights of subrogation against NOPFMI, the Authority, and City of New Orleans. All insurance coverages above shall include NOPFMI, the Authority, and City of New Orleans as Additional Insureds on each policy. The General Liability policy shall include NOPFMI, the Authority, and City of New Orleans as Additional Insured for both on-going and completed operations. If the request for evidence of Additional Insured status for both on-going and completed operations coverage requires two (2) separate Additional Insured endorsements, then both endorsements shall be confirmed on the evidence of insurance. If required above, the excess/umbrella policies shall follow form over the primary General Liability coverage, including Additional Insured provisions. Notice of cancellation shall be provided to the Authority in accordance with the policy language. Seller shall furnish OWNER with certificates of insurance certificates that indicate that the following insurance coverage with the minimum limits indicated below or greater are maintained by Seller during the term of this Agreement. Failure to maintain coverage as requested could result in termination of the contract.

Throughout the term of the Contract, Seller is solely responsible at all times for its owned, leased, or borrowed property and equipment with no contribution from the OWNER regarding any property loss or damage regardless of the cause of loss or ensuing peril.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ANCO Insurance PO Box 3889 Bryan TX 77805	CONTACT NAME: Juanice Smith	
	PHONE (A/C, No, Ext): 979-774-6504 FAX (A/C, No): 979-774-5372	
	E-MAIL ADDRESS: smithj@anco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Insurance Co.	35289
	INSURER B: Transportation Insurance Co.	20494
	INSURER C: American Casualty Co.	20427
	INSURER D: Continental Casualty Co.	20443
	INSURER E:	
	INSURER F:	

INSURED
A-1 American Fence, Inc.
P.O. Box 2509
Orange TX 77631-2509

A-1AMER-01

COVERAGES

CERTIFICATE NUMBER: 517416298

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			7037125783	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7037125752	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			7037125766	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7039616318	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D D B	Motor Truck Cargo Installation Floater Hired Physical Damage			7039485195 7039485195 7037125752	6/1/2024 6/1/2024 6/1/2024	6/1/2025 6/1/2025 6/1/2025	Per Transit Installation Comp/Coll Deductibles 250,000 500,000 500

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

GENERAL LIABILITY

Additional Insured with Product/Completed Operations, Primary Non Contributory, Waiver of Subrogation and 30 day Notice of Cancellation, except 10 days for non-payment of premium applies per forms attached CNA74705XX 01/15, CNA75079XX 01/16, CNA74702XX 01/15. All When Required by written contract in accordance with policy terms and provisions.

AUTO LIABILITY

Additional Insured, Waiver of Subrogation and 30 day Notice of Cancellation, except 10 days for non-payment of premium applies per forms attached CNA63359XX 04/12 CNA68021XX 02/13. All When Required by written contract in accordance with policy terms and provisions.
See Attached...

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C-2028 Procurement of Road Barriers
Instructions to Bidders and Exhibits

Exhibit No. 5: Additional Bidder Data to be furnished at Bidder's option may be attached to this page.

C-2028 Procurement of Road Barriers

Instructions to Bidders and Exhibits

Exhibit No. 6: Small and Emerging Business Participation Plan (see attached)

Bidders shall present a responsible plan that provides for participation of qualified SEBs and DBEs. Bidders should clearly state SEB and DBE participation goals and their plan for implementation of same in their bids. Bidders should also include information relative to the participation levels proposer has managed on other prior projects, including projects in South Louisiana, if applicable.

Participation shall be counted toward meeting the contract goals only by business entities certified under the SE/Hudson Initiative, the SLDBE, or LAUCP-DBE. The direct participation goal can be achieved through direct Ownership, joint venture participation, OWNER/operator agreements, or sublease agreements for operations. Participation shall include work opportunities in planning, development, construction, and operation of the Project.

The AUTHORITY has set the following goals for this Project:

- SEB/DBE Direct or Indirect Participation Goal of **0%**

Bidders are encouraged to exceed these goals. If a bidder does not meet or believe it can meet the SEB/DBE goals, the bidder should include written documentation of their good faith efforts to secure SEB/DBE participation, the unavailability of potential SEB/DBE firms, and provide justification as to why such goals cannot be met.



Small and Emerging Business Department

SE/HUDSON EVIDENCE OF GOOD FAITH EFFORTS

FORM 2(A)

FOR RFPS/RFQS: THIS COMPLETED FORM SHOULD BE FURNISHED TO THE AUTHORITY WITH YOUR PROPOSAL. FAILURE TO COMPLETE THIS FORM PROPERLY MAY CONSTITUTE THE OFFER AS BEING NON-RESPONSIVE AND SUFFICIENT CAUSE FOR REJECTION.

RFP/RFQ/Solicitation/Other # C-2028 Current Date 03 / 31 / 2025

Project Description Procurement of Road Barriers

RESPONDENT (FIRM): A-1 American Fence, Inc.

Contact Person: Teddy J. Breaux Telephone: 409-883-8986

Address: 701 Lutcher Drive City: Orange

State TX Zip 77632 E-Mail: tbreaux@a1americanfenceco.com

To determine whether a respondent has demonstrated good faith efforts to reach the SE/Hudson utilization goal(s) on the above-referenced Authority project, the Authority's Review Committee will consider, at a minimum, EVIDENCE OF GOOD FAITH EFFORTS as described in the table below.

YES (✓)	NO (✓)	EVIDENCE OF GOOD FAITH EFFORTS
✓		SE/HUDSON LIST(S): The respondent utilized the lists of certified SE/Hudson firms found on https://www.cfpd.louisiana.gov/OSP/LAPAC/CFReports/OSPVendorsHI2.cfr .
✓		SMALL CONTRACT(S): The respondent selected specific portions of the work to be performed by SE/Hudson firms in order to increase the likelihood of meeting the SE/Hudson goals (including breaking down contracts into smaller units to facilitate SE/Hudson participation).
✓		FOLLOW-UP: The respondent followed-up initial indications of interest by SE/Hudson firms by contacting those firms to determine with certainty if they remained interested in project.
✓		ADVERTISEMENT: The respondent advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed SEs reasonable time to respond.
✓		INTERNET ADVERTISING: The respondent advertised SE/Hudson and/or subcontracting opportunities on internet portals that are accessible to SEs and/or potential subcontractors.
✓		GOOD FAITH NEGOTIATIONS: The respondent negotiated in good faith with SEs and didn't reject SEs as unqualified without business reasons based on a thorough investigation of their capabilities.
✓		INFORMATION: The respondent provided interested SEs with adequate information about the plans, specifications and requirements of the subcontract.
	✓	WRITTEN NOTICE(S): The respondent took the necessary steps to provide written notice in a manner reasonably calculated to inform SEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
✓		COMMUNITY RESOURCES: The respondent used the services of available community organizations, small and/or disadvantaged business certifying agencies and other organizations that provided assistance in the recruitment and placement of SE firms.
	✓	CONTRACT RECORDS: The respondent has maintained the following records for each SE that has responded on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the respondent or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the SE was unqualified to perform the job.



Small and Emerging Business Department

DBE EVIDENCE OF GOOD FAITH EFFORTS

FORM 2(B)

FOR RFPS/RFQS: THIS COMPLETED FORM SHOULD BE FURNISHED TO THE AUTHORITY WITH YOUR PROPOSAL. FAILURE TO COMPLETE THIS FORM PROPERLY MAY CONSTITUTE THE OFFER AS BEING NON-RESPONSIVE AND SUFFICIENT CAUSE FOR REJECTION.

RFP/RFQ/Solicitation/Other # C-2028

Current Date 03 / 31 / 2025

Project Description Procurement of Road Barriers

RESPONDENT (FIRM): A-1 American Fence, Inc.

Contact Person: Teddy J. Breaux

Telephone: 409-883-8986

Address: 701 Lutchter Drive

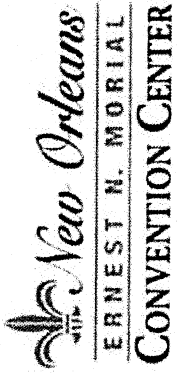
City: Orange

State TX Zip 77632

E-Mail: tbreaux@a1americanfenceco.com

To determine whether a respondent has demonstrated good faith efforts to reach the DBE utilization goal(s) on the above-referenced Authority project, the Authority's Review Committee will consider, at a minimum, EVIDENCE OF GOOD FAITH EFFORTS as described in the table below.

YES (✓)	NO (✓)	EVIDENCE OF GOOD FAITH EFFORTS
✓		DBE LIST(S): The respondent utilized the lists of certified SLDBE and/or DBE firms found on www.nola.gov , www.flymsy.com , www.swbno.org or other state/City DBE lists.
✓		SMALL CONTRACT(S): The respondent selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation).
✓		FOLLOW-UP: The respondent followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in the project.
	✓	ADVERTISEMENT: The respondent advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	✓	INTERNET ADVERTISING: The respondent advertised DBE and/or subcontracting opportunities on internet portals that are accessible to DBEs and/or potential subcontractors.
✓		GOOD FAITH NEGOTIATIONS: The respondent negotiated in good faith with DBEs and didn't reject DBEs as unqualified without business reasons based on a thorough investigation of their capabilities.
	✓	INFORMATION: The respondent provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	✓	WRITTEN NOTICE(S): The respondent took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	COMMUNITY RESOURCES: The respondent used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	✓	CONTRACT RECORDS: The respondent has maintained the following records for each DBE that has responded on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the respondent or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.



Small and Emerging Business Department
Ernest N. Morial New Orleans Exhibit Hall Authority ("Authority")



SEB/DBE Participation Plan

Instructions: Prior to award of a contract, Good Faith Efforts (GFE) are required to be made and demonstrated on all applicable Ernest N. Morial New Orleans Convention Center's (MCCNO) contracts. If you have attained the amount of SEB/DBE participation to meet the contract goal, complete and submit SEB & DBE Compliance Form-1. If you have not attained the amount of SEB/DBE participation to meet the contract goal, you are required to complete and submit SEB/DBE Compliance Form-2 along with all required supporting GFE documentation. Please reference the Policy for further guidance.

BIDDERS: *This completed form along with all required supporting documentation must be furnished to the Contracting Department by the two (2) apparent lowest bidders within three (3) days of the bid opening. Should the bidder fail to comply with this request, the bid shall be considered non-responsive.*

RESPONDENTS: *This completed form must be furnished to the Contracting Department with your proposal.*

RFP/RFQ/Bid/Solicitation/Other #: C-2028 Bid/Proposal Amount \$209,075.00 Date: 03 / 31 / 2025

Description: Procurement of Road Barriers

Name of Bidder/Proposer: A-1 American Fence, Inc. has satisfied the requirements of the bid/proposal specifications for the above referenced BID/RFQ or solicitation by the MCCNO in the following manner:

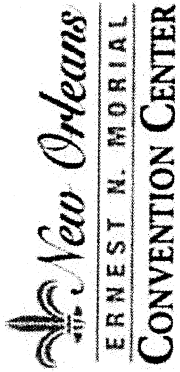
(Please check the appropriate space)

☒ The bidder/proposer is committed to the contract goal of _____ % SEB/DBE utilization on this contract.

☐ The bidder/proposer, is unable to meet the DBE contract goal, however is committed to a minimum of _____ % SEB/DBE utilization on this contract and will submit documentation demonstrating good faith efforts. (Please complete and submit SEB/DBE Compliance Form-2 along with all required supporting documentation)

SEB/DBE COMMITTEMENT TO CONTRACT GOAL: (Attach additional pages if necessary)

NAME of SEB/DBE FIRM	PHONE	SOURCE OF CERTIFICATION (Hudson or SLDBE)	Scope of Work to be performed by the SEB/DBE	VALUE of PROPOSED CONTRACT with SEB/DBE	% OF TOTAL CONTRACT	OFFICE VERIFICATION ONLY
1. A-1 American Fence, Inc.	409-883-8986	SLDBE	all	\$209,075.00	100 %	
2.				\$	%	
3.				\$	%	
4.				\$	%	
5.				\$	%	
TOTALS				\$	%	



Small and Emerging Business Department
Ernest N. Morial New Orleans Exhibit Hall Authority ("Authority")



SEB/DBE Participation Plan

RFP/RFQ/Bid/Solicitation/Other #: C-2028

Bid/Proposal Amount \$ 209,075.00

Date: 03 / 31 / 2025

Description: Procurement of Road Barriers

Name of Bidder/Proposer: A-1 American Fence, Inc.

SEB/DBE AFFIRMATION: (Attach additional pages if necessary)

The listed SEB/DBE firm(s) below affirm(s) that it will perform the Scope of Work for the estimated dollar value as stated in the SEB/DBE Commitment to Contract Goal section on page 1 of the SEB/DBE Participation Plan.

NAME of SEB/DBE FIRM	PRINT NAME of SEB/DBE FIRM'S AUTHORIZED SIGNATORY	SIGNATURE of SEB/DBE FIRM'S AUTHORIZED SIGNATORY	DATE
1. <u>A-1 American Fence, Inc.</u>	<u>Teddy J. Breaux</u>		<u>03/31/25</u>
2.			
3.			
4.			
5.			

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

PRINT NAME: Teddy J. Breaux
(Bidder/Proposer)

SIGNATURE: *Teddy J. Breaux*

TITLE: Asst. Secretary/ Sr. Project Manager DATE: 03/31/25

C-2028 Procurement of Road Barriers
Instructions to Bidders and Exhibits

Exhibit No. 7: Contract Form Example (see attached)



C-XXXX Procurement of XXXXXX Vendor Purchase Contract

1. **CONTRACT RELATIONSHIP:** As described in **Exhibit No. 1** of the Bid Documents (all Exhibits referred to herein shall mean the Exhibits to the Bid Documents), this Vendor Purchase Contract ("Contract") is entered into among _____, The Ernest N. Morial New Orleans Exhibition Hall Authority (the "Authority"); and New Orleans Public Facility Management, Inc. ("NOPFMI"), a quasi-public body that is charged with the responsibility of managing the New Orleans Ernest N. Morial Convention Center on a day-to-day basis. The Authority and NOPFMI shall herein be known collectively as "Owner" or "Buyer". _____ shall, herein, be known as "Seller". Owner and Seller may be referred to collectively as the "Parties". This Contract shall be effective on the date signed by both Parties.
2. **GOODS/SERVICES:** Seller agrees to furnish merchandise as described in **Exhibit No. 4**.
3. **CONTRACTUAL PERIOD COMMENCEMENT/DELIVERY:** Seller agrees to execute all orders of merchandise to be furnished under this Contract issued by the Buyer's Contracts Department and shall make delivery within thirty (30) days of receipt of the Purchase Order as indicated in **Exhibit No. 3**. The delivery shall be made entirely at Seller's expense FOB Delivery as provided in **Exhibit No. 4** to the Ernest N. Morial Convention Center Receiving Docks I or 2 in New Orleans, LA 70130.
4. **CONTRACT COST:** Buyer shall pay the Seller in current funds for furnishing the aforementioned products and merchandise subject to additions and deductions by Change Order as provided in this Contract for the sum of **\$XXXX** as described in the **Exhibit No. 4**.
5. **CONTRACT MODIFICATION:** Any and all changes to this Contract must be detailed in writing and mutually agreed upon and shall be accomplished by a Change Order.
6. **PAYMENTS:** Invoices shall be submitted within thirty (30) calendar days for payment of merchandise. Invoices must be submitted electronically to the accounts payable department (accounts_payable@mccno.com). Invoices shall include back-up documentation such as timesheets, spreadsheets, receipts etc. to support the invoice amount. The Owner shall make payments of approved invoice sums via virtual credit card to the Seller within forty-five (45) calendar days after receipt of an invoice.
7. **TERMINATION:** This Contract may be terminated by the Buyer or by mutual consent upon thirty (30) days written notice. Either the Buyer or Seller may terminate this Contract for cause immediately and without further notice if Seller has failed or refused to comply with the terms and conditions of the Contract.
8. **OWNERSHIP OF RECORDS:** Upon completion of the services described in this Contract or upon termination, all records, reports, worksheets or any other materials related to this Contract shall become the property of the Buyer and shall be delivered to the Buyer without additional cost upon written demand therefore.
9. **ASSIGNMENT:** Seller shall not assign or transfer any interest in this Contract without prior written consent of the Buyer except as set forth in this paragraph. Claims for money due or to become due to the Seller from the Buyer may be assigned to a bank trust company or other



C-XXXX Procurement of XXXXXX Vendor Purchase Contract

financial institution without the Buyer's written consent. The Seller or its assignee shall furnish notice of the assignment promptly.

10. **AUDIT:** Buyer reserves the right to audit the Seller's accounts relating to this Contract or permit the Legislative Auditor to perform such an audit in its place.
11. **INSURANCE:** As described in **Exhibit No. 5**, Seller shall furnish and maintain such insurance as will protect Seller, NOPFMI, the Authority, and City of New Orleans of and from any claims, suits, demands, or actions which in any way relate to Seller's performance of services hereunder or its operations with the Authority with insurance carriers duly authorized to issue policies within the State of Louisiana and which have a current A.M. Best-rating of not less than A -VII. All insurance coverage maintained by the Seller shall be primary and noncontributory with any insurance maintained by NOPFMI, the Authority, and the City of New Orleans. The insurance carrier and Named Insured for every line of coverage required in this paragraph including the Named Insured, shall waive its rights of subrogation against NOPFMI, the Authority, and City of New Orleans. All insurance coverages, other than Workers Compensation, shall include NOPFMI, the Authority, and City of New Orleans as Additional Insureds on each policy. The General Liability policy shall include NOPFMI, the Authority, and City of New Orleans as Additional Insured for both on-going and completed operations. If the request for evidence of Additional Insured status for both on-going and completed operations coverage requires two (2) separate Additional Insured endorsements, then both endorsements shall be confirmed on the evidence of insurance. If required, the Excess/Umbrella policies shall follow form over the primary General Liability coverage, including Additional Insured provisions. Notice of cancellation shall be provided to the OWNER in accordance with the policy language. Seller shall furnish OWNER with certificates of insurance certificates that indicate that the following insurance coverage with the minimum limits indicated below or greater are maintained by Seller during the term of this Agreement. Failure to maintain coverage as requested could result in termination of the contract.

Throughout the term of the Contract, Seller is solely responsible at all times for its owned, leased, or borrowed property and equipment with no contribution from the OWNER regarding any property loss or damage regardless of the cause of loss or ensuing peril. Seller agrees to provide the coverages listed in **Exhibit No. 5**.
12. **DATA CONFIDENTIALITY:** Any financial, personal, technical and other data and information relating to the Buyer's operation which it deems confidential by the Buyer and made available to the Seller in order to carry out this Contract, or which becomes available to the Seller in carrying out this Contract shall be protected by the Seller from unauthorized use and disclosure.
13. **PRECEDENCE:** In addition, documents not listed in this Contract and the Bidding Documents but made a part of this Contract include Bid Forms, Insurance Documents and any applicable Attachments or Exhibits thereto.
14. **TERM:** The term of this Contract ("Term") will be for one (1) base year or until completion of project, whichever occurs first.



C-XXXX Procurement of XXXXXX Vendor Purchase Contract

15. **INDEPENDENT CONTRACTOR:** In performing the Services, Seller and Staff are acting as independent contractors, and neither shall be considered an employee of the Authority. The Authority shall not exercise any control or direction over the manner or method by which the Seller provides the Services. However, the Seller shall require all Staff to perform at all times in accordance with currently approved methods and standards of practice.
16. **DISPUTE RESOLUTION STATE OF LOUISIANA:** Any claims or disputes arising out of or related to the Contract shall be subject to direct negotiation between the parties. If such negotiation is unsuccessful, either party may request mediation. The parties agree that mediation should be a condition precedent to the initiation of any other dispute resolution process arising out of such claims. The parties shall share the mediator's fee equally. Mediation shall be held in the greater New Orleans, Louisiana area, unless another location is mutually agreed to by the parties. Agreements reached in mediation shall be reduced to writing, signed by the parties, and shall be enforceable under the laws of the State of Louisiana. Any litigation between the Parties shall be governed by the laws of the State of Louisiana with the exclusive venue being in the Civil District Court for the Parish of Orleans.
17. **NON-DISCRIMINATION CLAUSE:** It is the policy of the New Orleans Ernest N. Morial Convention Center not to discriminate against any individual, company or organization that has an officer or employee having any disability of any kind. All products, materials and services of this project shall be in compliance with the Americans with Disabilities Act (ADA). Seller shall not discriminate against any individual, company or organization that has an officer or employee having any disability of any kind when considering award of a joint venture contract, subcontract or purchase order.
18. **FISCAL FUNDING:** The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Board of Commissioners for the Ernest N. Morial New Orleans Exhibition Hall Authority. If the Board finds that there are insufficient funds to provide for the continuation of renewal of the Contract, as the case may be, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. If the Contract is terminated due to insufficient funds, the Seller shall be notified in writing of the same at least thirty (30) days prior to the start of the fiscal year for which funds are not appropriated.
19. **INDEMNIFICATION:** The Seller shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Buyer and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of this Contract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Seller, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist. This indemnity obligation shall also specifically apply to all claims, damages, losses and expenses, including but not limited



C-XXXX Procurement of XXXXXX Vendor Purchase Contract

to attorneys' fees, arising out of or resulting from the use of any machinery, equipment, tools or other paraphernalia furnished by the Buyer for use by the Seller, any Subcontractor, or any one directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Notwithstanding the forgoing, it is agreed that Seller's indemnification hereunder, shall not apply to the extent that such damage or resulting loss is attributed to the intentional misconduct or gross negligence of the Buyer.

In any and all claims against the Buyer or any of its agents or employees by any employee of the Seller, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Seller or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Seller under this Paragraph shall not extend to the liability of the Buyer, its agents or employees, arising out of (1) the preparation or approval of reports, opinions, change orders or specifications, or (2) the giving of or the failure to give directions or instructions by his agents or employees provided such giving or failure to give is the primary cause of the injury damage.

20. **SMALL AND EMERGING BUSINESS PROGRAM:** The OWNER encourages the acquisition of goods and services from and direct participation of small and emerging business ("SEBs") and disadvantaged business enterprise ("DBEs") from the State of Louisiana and New Orleans Region and desires to achieve, to the greatest extent possible, commercially meaningful and useful participation by SEBs and DBEs. To meet this goal, OWNER has instituted a Small and Emerging Business Opportunity ("SEBO") Program. The SEBO Program policy document is available upon request. By signing this Contract, SELLER agrees to abide by the SEBO Program rules and regulations as set forth in the policy document.

For this Contract, the OWNER has set a goal of _____% of Direct or Indirect Participation. Seller submitted a participation plan contained in **Exhibit No. 10**. SELLER shall work with OWNER'S Small Business Program Director in order to meet or exceed this goal per the SEBO Program policy document.

21. **FORCE MAJEURE:** Either party shall be excused for failures and delays in performance of its respective obligations under this Contract due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, terrorism, riot or insurrection, law or regulation, strike, flood, fire, explosion, governmental actions or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities. This provision shall not, however, release such party from using its best efforts to avoid or remove such cause and such party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non- performance, such party shall give prompt written notice thereof to the other party, provided that failure to give such notice shall not in any way limit the operation of this provision.



C-XXXX Procurement of XXXXXX
Vendor Purchase Contract

22. **SUSTAINABILITY PROGRAM:** The Owner has established a sustainability program in an effort to reduce environmental impacts and increase overall sustainability. This program is governed by the Facilities Maintenance and Renovation Policy, a copy of which is available upon request. By executing this contract, Seller agrees to abide by this policy. Where applicable, Seller will assist in applying for incentives in the Energy Smart Program administered by Entergy New Orleans and will assist Owner in its efforts to secure and maintain Leadership in Energy and Environmental Design ("LEED") certification.
23. **LIVING WAGE:** Seller has agreed to pay all employees who perform work on the Contract, including those who work under a subcontract with Seller, in accordance with Sections 70-806 and 70-807 of the Code of the City of New Orleans, commonly referred to as the Living Wage Ordinance. These provisions are available upon request.

APPROVALS REQUIRED:

BUYER:

Ernest N. Morial New Orleans
Exhibition Hall Authority
900 Convention Center
New Orleans, LA 70130

SELLER:

XXXXXX

Signature

Date

Alita G. Caparotta

Name

Chief Administrative Officer

Title

Signature

03/31/25

Date

Teddy J. Breaux

Name

Asst. Secretary/ Sr. Project Manager

Title