

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
FEC-21	*	TABLE OF CONTENTS	*	May 14, 2009	*	2 of 32

TABLE OF CONTENTS

Invitations for Bid – Form ORM-02 1

Table Of Contents 2

Part I 4

 Terms and Conditions of an Invitation for Bid 4

 Terminology of an Invitation for Bid (IFB) 4

 Open Competition 5

 The Invitation for Bid Document (IFB)..... 5

 Amendments to an Invitation for Bid 5

 Questions by Bidders 5

 Instructions for Submission of Bid(s) by Bidders/Contractors 6

 Proposal Opening 7

 Late Proposals 7

 Rejection of Bids 7

 Public Notice of Awards 7

 Non-Award of Contract Due to Insufficient Funds 7

 Contract Resulting From an IFB 7

Part II 9

 Technical Specifications 9

 General Specifications 9

 General Required Endorsements 10

 Special Required Endorsements 10

 Delivery Dates and Location 11

 Claims Service 11

 Engineering Services 11

 Rates 12

Part III 13

 General Contractual Requirements 13

Part IV 14

 General Bid Information..... 14

 Special Instructions To Bidder 14

 Pricing Information 14

 Bidder Information..... 15

 Schedule of Property Values & Assessment of Premium..... 16

 Building Appraisals and Claim Details 16

 Insurance Required..... 16

Exhibit I 18

 Bid Quotation Form 18

Exhibit II 19

 Rates 19

Exhibit III 21

 Company Signature Page 21

Exhibit IV 22

 Claims Handling Process Narrative..... 22

Exhibit V 23

 Coverage And/Or Other Services Deviations 23

Exhibit VI 24

 Engineering Service Deviations..... 24

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
FEC-21	*	<i>TABLE OF CONTENTS</i>	*	May 14, 2009	*	3 of 32

Exhibit VII..... **25**
Bidder's Check List 25

Schedule A..... **27**
Underwriting Information 27
 Schedule of Current Coverage 27
 Prior Premium Information 27
 Loss Experience..... 27
 Exposure Information 28
 Schedule of Property Values 31

Schedule B..... **32**
Policy Forms and Endorsements..... 32

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART I</i>	*		*	
FEC-21	*	<i>TERMS & CONDITIONS</i>	*	May 14, 2009	*	4 of 32

**STATE OF LOUISIANA
OFFICE OF RISK MANAGEMENT (ORM)**

PART I

TERMS AND CONDITIONS OF AN INVITATION FOR BID

1. Terminology of an Invitation for Bid (IFB)

Throughout this document the words "bidder", "contractor", and "policy" may pertain to one or more bidder(s), contractor(s), or policy(ies).

Whenever the following words and expressions appear in an Invitation for Bid document or any amendment, exhibit, or attachment thereto, the definition or meaning described below **shall** apply.

- 1.1 **Authorized** - Is an admitted or non-admitted insurance company approved by the Commissioner of Insurance to do business in the State of Louisiana.
- 1.2 **Bid Close Date and Time and Similar Expressions** - The exact deadline required by the IFB for the physical receipt of bids by the Division of Administration (DOA), Office of Risk Management in its office.
- 1.3 **Bidder** - The person or organization that responds to an IFB with a proposal and prices to provide the service, supplies, or equipment as required in the IFB document. **All provisions contained in this solicitation, which are addressed to the bidder, shall apply equally to the contractor.**
- 1.4 **Budget Agency or State Budget Agency** - Any unit of state government in the State of Louisiana for which the policy of insurance and service is being purchased by the OFFICE OF RISK MANAGEMENT sometimes hereinafter referred to as ORM.
- 1.5 **Buyer** - The procurement staff member of ORM.
- 1.6 **Contractor** - The person or organization who enters into a legally binding contract thereby agreeing to perform a service and/or to furnish supplies or equipment in return for the payment of money and includes the bidding agent or agency and the insuring company whose names appear on the cover sheet and EXHIBIT III of the invitation for bid. **All provisions contained in this solicitation, which are addressed to the contractor, shall apply to the bidder.**
- 1.7 **Guaranteed Cost** - Premium charged on a prospective basis, fixed or adjustable, or on a specified rating basis, but never on the basis of loss experience. In other words, the cost is guaranteed to the extent that it will not be adjusted based on the loss experience of the insured during the period of coverage. The rate(s) **must** remain fixed during the contract period.
- 1.8 **Invitation for Bid or IFB** - Those procurement documents issued by ORM to potential bidders/contractors for the purchase of insurance coverage and related service as described in the document. The definition includes all attachments, exhibits, schedules, supplemental pages, and/or amendments thereto.
- 1.9 **Manuscript Endorsement** - Any unprinted, typed endorsement changing any conditions, agreements, exclusions or warranties of the contract.
- 1.10 **Must and Shall** - When these words are used the performance of a certain act is a mandatory condition and **shall** be performed exactly as described.
- 1.11 **Designated Authorized Representative** - When used in regards to the insurance company or an incorporated insurance agency, these words mean an elected corporate officer with power of attorney for the insurance company/agency. The requirements of power of attorney are

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART I</i>	*		*	
FEC-21	*	<i>TERMS & CONDITIONS</i>	*	May 14, 2009	*	5 of 32

specified in PART IV, Section 3 of these specifications. When used in regards to an unincorporated insurance agency, these words mean the owner of the agency.

2. Open Competition

- 2.1 It is the intent and purpose of ORM that the Invitation for Bid permits free and open competition. However, it **shall** be the bidder's/contractor's responsibility to advise ORM if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements to a single source or otherwise unduly or unnecessarily prohibits the submission of a bid. The notification **must** be received by ORM within ten (10) calendar days prior to the bid close date and time. Bidders are requested to bring to the attention of ORM any perceived problems with these specifications at the earliest possible opportunity in order to allow clarification or amendment with minimum disruption to the bid process.

3. The Invitation for Bid Document (IFB)

- 3.1 The IFB contains two basic types of requirements and information, although it may be organized into several parts. One type consists of the scope of work (technical requirements) and related contractual commitments with which the bidder/contractor **must** comply if awarded a contract. The other type consists of those basic instructions and procedural requirements which **must** be observed and satisfied by the bidder/contractor when submitting a bid for consideration.
- 3.2 A Notice to Bidders is mailed to persons and organizations at the address currently on file with the DOA, Purchasing Section. If any portion of the address is incorrect, the bidder/contractor **must** notify the buyer upon receipt of the document. Any notices of subsequent amendments to an IFB will be mailed to the same address as the original Notice unless otherwise notified.
- 3.3 Additional copies of the bid proposal forms, information, specifications and subsequent amendments may be obtained on line at <http://www.doa.louisiana.gov/orm/uwnewbid.htm>.

4. Amendments to an Invitation for Bid

- 4.1 ORM reserves the right to officially modify (or cancel) an IFB after issuance. Such a modification shall be identified as an amendment and numbered in a sequential order as issued.
- 4.2 If bidder/contractor has not received all amendments which have been issued by ORM, it is the bidder's/contractor's responsibility to contact ORM to obtain a copy(ies) of the amendments. If the designated authorized representative of the insurance agency fails to acknowledge receipt of all amendment(s) by signing the amendment(s) in the designated area and returning same with bid response, the bidder's/contractor's submission will not be considered a responsive bid.
- 4.3 The designated authorized representative of the insurance agency may acknowledge the acceptance of the conditions of an amendment by electronic mail services if issued to and physically received in the Office of Risk Management by the IFB Coordinator no later than the official bid close date and time. Verbal messages from the bidder/contractor shall not be permitted or considered as an acceptance of an amendment.

5. Questions by Bidders

- 5.1 Any questions related to an IFB **must** be directed to the IFB Coordinator that appears at the top of the form on page 1. Prior to the award of the IFB, the bidder/contractor **shall** not contact nor ask questions of the State agency for which the required insurance is being procured, unless so stated elsewhere in these specifications. **Questions shall be submitted in writing and will be answered in writing in the form of an amendment and forwarded to all vendors who were mailed an IFB.** Any correspondence related to an IFB should refer to the appropriate IFB number, page and paragraph number, etc. However, do not place the IFB number on the outside of the envelope containing questions since such an envelope will be

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART I</i>	*		*	
FEC-21	*	<i>TERMS & CONDITIONS</i>	*	May 14, 2009	*	6 of 32

identified as a sealed bid and will not be opened until after the official bid close date and time. Correspondence should be mailed to the Office of Risk Management, P. O. Box 91106, Baton Rouge, LA 70821-9106.

- 5.2 All questions **must** be received by ORM at least fifteen (15) calendar days prior to the bid opening date. All answers will be mailed to the vendors at least ten (10) calendar days prior to the bid opening date.

6. Instructions for Submission of Bid(s) by Bidders/Contractors

- 6.1 A proposal submitted **must** be manually signed in ink by the designated authorized representative of the insurance agency and the insurance company. ORM will accept either the original insurance company designated authorized representative's signature submitted with the bid response or a facsimile copy of the insurance company designated authorized representative's signature on EXHIBIT III in lieu of an original signature. The original of EXHIBIT III containing the insurance company designated authorized representative's original signature **must** be received at ORM's office within ten (10) working days after the bid opening date. Failure to timely submit said original of EXHIBIT III may result in rejection of the bid. Submission of a bid bond in compliance with PART IV, Item 3 of these specifications does not eliminate the requirement of a company and an agency signature; however, the submission of a bid bond allows any authorized person from the company and the agency to sign the invitation in lieu of the designated authorized person.

- 6.1.1 The designated authorized representative of the insurance agency **shall** manually sign in ink the following:

6.1.1.1 Form ORM-02

6.1.1.2 Any amendments to the specifications

- 6.1.2 The designated authorized representative of the insurance company **shall** manually sign in ink the following:

6.1.2.1 EXHIBIT III

- 6.2 All attachments **shall** be returned as follows:

6.2.1 **Must** contain all information required by the IFB.

6.2.2 The bid **shall** be priced as required in the IFB.

6.2.3 **Must** be sealed in an envelope or box with security deposit attached, if required.

6.2.4 **Must be delivered to the Office of Risk Management - Administrative Section and officially clocked in no later than the exact time on the date as specified in the IFB.**

6.2.5 **Entire IFB and Amendments (if applicable) shall be returned except as otherwise provided in these specifications.**

- 6.3 **THE SEALED ENVELOPE OR BOX CONTAINING AN IFB SHALL BE CLEARLY MARKED ON THE OUTSIDE BOTTOM LEFT CORNER WITH THE FOLLOWING:**

6.3.1. **THE OFFICIAL IFB PROPOSAL NUMBER.**

6.3.2. **THE OFFICIAL CLOSE DATE AND TIME.**

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART I</i>	*		*	
FEC-21	*	<i>TERMS & CONDITIONS</i>	*	May 14, 2009	*	7 of 32

- 6.4 **Please submit your bid with pages numbered in the bottom right-hand corner of each page in the following manner: 1 of 4, 2 of 4, etc.**

7. **Proposal Opening**

- 7.1 Shortly after the expiration of the official bid close date and time, bids will be opened. The bidders/contractors and the public are invited, but not required to attend the formal opening of bids. Prices will be read aloud to the public. However, no decisions related to an award of a contract **shall** be made at the opening.
- 7.2 **Due to manpower limitation, buyers shall not repeat prices after an opening via telephone request. Please do not make such requests. However, upon written request a photocopy of the Summary of Quotations shall be mailed to interested bidders/contractors.**

8. **Late Proposals**

- 8.1 Any bid received by the DOA, Office of Risk Management after the exact bid closing date and time **shall** not be opened and **shall** not be evaluated regardless of the reason and mitigating circumstances related to its lateness or degree of lateness.
- 8.2 It is the bidder's/contractor's sole responsibility to insure that the proposal is physically received and officially clocked in as a sealed document by the DOA-Office of Risk Management in its offices no later than the official close date and time. Late bids **shall** be returned to bidders/contractors unopened.

9. **Rejection of Bids**

An invitation for bids, a request for proposals, or other solicitation may be canceled or all bids or proposals may be rejected, if it is determined in writing by the chief procurement officer or his designee that such action is taken in the best interest of the State.

10. **Public Notice of Awards**

- 10.1 ORM has no facilities for furnishing abstracts of bids; a complete record of all bids is on file in this office subject to inspection of any citizen who is interested in investigating, for any purpose, the record of State purchases.
- 10.2 Bidders are permitted to review competitors' bids and evaluate documents in accordance with the provisions of the Public Record Act, Louisiana R.S. 44:1 et seq. Such review **must** be conducted on site in ORM in accordance with the public records statutes.

11. **Non-Award of Contract Due to Insufficient Funds**

ORM reserves the right to reject the bid for insurance coverage if the insured(s) does/do not have sufficient funds available with which to pay the premium.

12. **Contract Resulting From an IFB**

- 12.1 **The bidder/contractor is advised that the State of Louisiana does not sign standard contract forms.** The IFB document issued by ORM contains signature lines for the designated authorized representative of the insurance agency and of the insurance company which **shall** be signed when submitted as a bid. Immediately below the bidder's/contractor's signature line is a section entitled "Notice of Award" which contains signature lines for officials of the State of Louisiana. To consummate a contract, officials of the State of Louisiana need only to sign the Notice of Award section of the form.
- 12.2 Be aware that the actual contract between the State of Louisiana and the bidder/contractor shall consist of the following documents: (1) IFB and any amendments issued thereto, (2) the

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART I</i>	*		*	
FEC-21	*	<i>TERMS & CONDITIONS</i>	*	May 14, 2009	*	8 of 32

proposal submitted by the bidder/contractor in response to the IFB, (3) the actual policy issued. **In the event of a conflict in language between items 1, 2, and 3 referenced above, the provisions and requirements set forth and/or referenced in the IFB shall govern.** ORM reserves the right to clarify any contractual relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the IFB and the bidder's/contractor's proposal. In all other matters not affected by the written clarification, if any, the IFB shall govern. The refusal of the bidder/contractor to conform to the provisions and requirements set forth and/or referenced in the IFB shall result in the award of the contract to the new lowest bidder/contractor. The bidder/contractor is cautioned that its proposal shall be subject to acceptance by ORM without further clarification. In the event of any discrepancies between the insurance requirements delineated in these bid specifications and the model policy provided herein, the bid specifications shall govern.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART II</i>	*		*	
FEC-21	*	<i>TECHNICAL</i>	*	May 14, 2009	*	9 of 32
		<i>SPECIFICATIONS</i>				

PART II

TECHNICAL SPECIFICATIONS

1. General Specifications

- 1.1 The bidder/contractor **shall** provide Excess Following Form All Risk Building and Personal Property Coverage (all perils, including earthquake and wind but EXCLUDING flood) for State of Louisiana properties (buildings and contents).
- 1.2 The bidder/contractor **shall** agree that underwriting information provided in the schedule is believed to be correct and it **shall** not be considered in any way a warranty by ORM and **shall** not impair the rates for the insurance coverage based upon the information provided.
- 1.3 Bids submitted by admitted companies (including reinsurance carriers which desire to submit bids for any coverage layer requested or excess of any coverage layer requested) licensed to do business in the State of Louisiana possessing a **Best's Insurance Reports policyholder's current rating of "A++", "A+", "A" or "A-", with a financial rating of Class VIII or higher will be considered first.** Surplus line companies or non-admitted companies possessing a **Best's Insurance Reports policyholder's current rating of "A++", "A+", "A" or "A-", with a financial rating of Class VIII or higher** will be considered and accepted only if acceptable bids are not tendered by an admitted company. The bidding company **shall** meet the qualifications mentioned above without regard to any cut-through endorsements to a higher company. Direct quotations from companies (including reinsurance carriers) **shall** be considered an alternate bid. Mutual companies which write assessable insurance policies are not acceptable and will not be considered for award of the bid.
- 1.4 The contract and policy term **shall** be for the period of time as reflected under EXHIBIT I.
- 1.5 Invoices for policies delivered and accepted **shall** be submitted (in duplicate) by the bidder/contractor on its own form directly to ORM.
- 1.6 **BLANK**
- 1.7 **Contractor shall be required to furnish closure claims settlement notices to ORM, Division of Administration, on all settlements of claims and a quarterly report reflecting claims opened and closed and claims reserved and paid per agency by policy year, including all allocated loss adjustment expenses, until all claims are closed.**
- 1.8 All books and records of transactions under this contract **shall** be maintained by the bidder/contractor for a period of five (5) years from the date of the final payment under the contract.
- 1.9 ORM will execute any "A" rate form or Louisiana Certification of Exempt Commercial form as necessary to enable the underwriter to comply with any premium charge quoted and preclude any violation of rating bureau requirements (if applicable). The form(s) will be executed upon written request.
- 1.10 The contractor shall make special filings of policy forms with the Louisiana Department of Insurance as needed to comply with coverage requested in these specifications during the entire policy period.
- 1.11 At the request of ORM, the insurance policy issued to include coverages as reflected in PART IV, of these specifications will be revised by way of endorsements to the policy extending or deleting coverage as a result of any changes in units of exposure, if needed.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART II</i>	*		*	
FEC-21	*	<i>TECHNICAL</i>	*	May 14, 2009	*	10 of 32
		<i>SPECIFICATIONS</i>				

- 1.12 A bidder/contractor offering a direct sale of insurance to the State should have reduced the policy premium by the amount of the commission which would have been paid, as indicated by Louisiana R.S. 39:1631.
- 1.13 "It **shall** be unlawful for an agent (bidder/contractor) to split, pass on or share with any person, group, organization or other agent, except the State of Louisiana, all or any portion of the commission derived from the sale of insurance to the State..." Louisiana R.S. 39:1632.

2. General Required Endorsements

The "policy of insurance" as used in this section **shall** mean policy issued by the successful bidder/contractor.

- 2.1 The cancellation provisions of the policy of insurance shall be replaced with the following: **"It is agreed that the guidelines set forth in this policy as regards cancellation of coverage are set aside and shall be inoperative to the extent that they are in conflict with the following verbiage:**

The insured may cancel the policy by returning it to the company or by giving the company advance notice of the date cancellation is to take effect. The company may cancel or non-renew the policy by mailing to the insured by "Certified Mail, Return Receipt Requested" (at the insured's last known address by the company) written notice of cancellation at least:

Thirty (30) days before the effective date of cancellation if cancellation is due to nonpayment of premium; or

One hundred-twenty (120) days notice if cancellation or non-renewal is due to any other reason.

The company may deliver any notice instead of mailing it. A signed return receipt will be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period."

- 2.2 The policy of insurance **shall** include this endorsement: **"The policy shall furnish automatic coverage on newly acquired, leased, or rented property (property as to which insured acquires ownership or control) without regard to any thirty (30) day automatic limitation in the policy."**
- 2.3 The policy of insurance **shall** include this endorsement: **"For the insurance afforded herein, the State Risk Director for the Office of Risk Management/Division of Administration, State of Louisiana is authorized to act for all insureds respecting the giving and receiving of notice of cancellation, non-renewal or material change, receiving any return premium or dividend, and changing any provisions of this coverage. Such notice or changes shall be mailed in care of the Office of Risk Management, Division of Administration, Post Office Box 91106, Baton Rouge, LA 70821-9106."**

3. Special Required Endorsements

- 3.1 The policy of insurance **shall** include this endorsement: **"For the insurance afforded herein, the company shall pay replacement value cost of loss to building structure whether or not the building is replaced or repaired."** Insurance applies on a scheduled basis only to a coverage for which a Limit of Insurance is shown. But in no event shall liability in any one occurrence of any one Building, any one Structure, or Business Personal Property at any one location exceed 115% of the individually stated values for such property as is shown in the latest Schedule of Property Values or other documentation on file with the Office of Risk Management, nor shall liability exceed any specific Limit of Insurance applying to any insured loss, coverage or location(s).

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART II</i>	*		*	
FEC-21	*	<i>TECHNICAL</i>	*	May 14, 2009	*	11 of 32
		<i>SPECIFICATIONS</i>				

- 3.2 Policy of insurance **shall** include this endorsement: **"It is agreed that the guidelines set forth in this policy as regards the time limitation to render a proof of loss are set aside and shall be inoperative to the extent that they are in conflict with the following verbiage:**

The insured shall render to this company a proof of loss within thirty-six (36) months after the loss, unless such time is extended in writing by this company."

4. Delivery Dates and Location

- 4.1 The policy of insurance **shall** be received by ORM **within forty-five (45) days** from the inception date of the policy and **shall** not be delivered to any other State agency.
- 4.2 Coverage binder **shall** be received by ORM within ten (10) days of the date award is made.
- 4.3 **Bidder/Contractor shall issue endorsement(s) to any additional insured(s) as requested by the Named Insured.**
- 4.4 This is a request for a guaranteed cost for a one (1) year policy in effect from **July 1, 2009 to July 1, 2010** with two one-year options to renew at the same rates.

5. Claims Service

- 5.1 The bidder/contractor **shall** provide claims service for the Excess Following Form All Risk Building and Personal Property Coverage (all perils, including earthquake and wind but EXCLUDING flood) for State of Louisiana properties (buildings and contents).
- 5.2 The claims service **shall** be responsible for the handling of our claims to their conclusion in a professional manner. Should the contract be terminated the bidder/contractor **shall** remain responsible for occurrences that take place during the policy period.
- 5.3 The following guidelines **shall** be followed for the handling of claims:
- 5.4.1 On any claim, regardless of the estimated claim value, ORM shall have the option to assign an outside selected/approved adjuster or to keep in-house.**
- 5.4.2 ORM shall** be responsible for payment of the outside adjusting cost for all claims below \$25,000,000 per occurrence.
- 5.4.3 Bidder/Contractor shall** be responsible for the payment of outside adjusting cost for all claims above \$25,000,000 per occurrence.
- 5.4.4 The contractor shall** furnish an adjusting firm, with ORM's concurrence, having qualifications equal to a general adjuster specializing in property with the ability to begin inspections within seventy-two (72) hours after notification of loss, upon the request of ORM. The company **shall** not contest any settlement made by ORM unless written notice of its intent to participate in the loss adjustment has been made within fourteen (14) days after receipt of the Property Loss Notice to the bidder/contractor.
- 5.4.5 ORM will** notify the bidder/contractor who will then notify the excess carrier(s) about any property claim or occurrence that appears to have an estimated value of \$5,000,000 or more.

6. Engineering Services

- 6.1 Bidder/Contractor **shall** indicate on Exhibit II of these specifications an hourly rate for engineering service in excess of the engineering service required in the following paragraphs.
- 6.2 Any change or restriction in Engineering Services required in these specifications **must** be completely explained in writing and attached to the bid. Any such deviations which provide less service than that required in these specifications **shall** be considered an alternate

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART II</i>	*		*	
FEC-21	*	<i>TECHNICAL</i>	*	May 14, 2009	*	12 of 32
		<i>SPECIFICATIONS</i>				

quotation. Any such change or restriction **shall** be indicated on EXHIBIT VI of these specifications. Submission of engineering service narrative **shall** not be considered to be in compliance with the above stipulations.

- 6.3 The bidding company **must** provide at least five (5) training seminars during each annual policy period to include training aids and student material on technical service relating to loss prevention/exposure analysis and safety for coverage in force. Each seminar will be a least seven (7) hours in duration and be held at five (5) separate locations. The locations for each seminar will be determined jointly by the State Loss Prevention Manager and the successful bidding company.
- 6.4 The bidding company **must** provide engineering service up to one hundred (100) hours per annual policy period for specific engineering requested by Loss Prevention and submit an hourly rate for time over the one hundred (100) hours per annual policy period for such loss control engineering.
- 6.4.1 The following are examples of Loss Prevention Engineering Services/Activities and are not to be intended to be all inclusive. The awarded bidder/contractor shall meet with ORM Loss Prevention personnel to determine specific needs.
- ▶ Loss Prevention Exposure Analysis
 - ▶ Loss Prevention Recommendations to address identified exposures
 - ▶ On site Engineering Conference
 - ▶ Verify Loss Expectancy involving the identified exposures
 - ▶ Cost to correct the identified exposures
 - ▶ Loss Prevention Engineering Reports documenting the results of each visit
 - ▶ New construction/addition engineering plan to review as required
 - ▶ Review natural disaster and fire protection plans
 - ▶ Annual property engineering review prioritizing all engineering recommendations, loss expectancies and cost to implement
- 6.5 The awarded bidder/contractor shall be held responsible for providing the engineering services reflected above either directly or through subcontracting with qualified personnel.

7. Rates

- 7.1 The contractor **shall** provide ORM with the rate(s) per unit of exposure corresponding to premium indicated on EXHIBIT I as regards Excess Following Form All Risk Building and Personal Property Coverage (all perils, including earthquake and wind but EXCLUDING flood) for State of Louisiana properties (buildings and contents). The rate(s) **shall** be indicated on EXHIBIT II of these specifications.
- 7.2 ORM insures the exposure under \$25,000,000 for all perils arising out of one occurrence through the State's self-insurance program. **The bidder/contractor shall determine and furnish ORM the individual rates published by the Property Insurance Association of Louisiana (PIAL) on all buildings indicated on the current schedule of property values (including any future additions/revisions to the schedule) upon request.** These rates are required as ORM is responsible for assessing premiums due by each insured for the Excess Following Form All Risk Building and Personal Property Coverage (all perils, including earthquake and wind but EXCLUDING flood) for State of Louisiana properties (buildings and contents) as if it were written with no deductible.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART III</i>	*		*	
FEC-21	*	GENERAL CONTRACT	*	May 14, 2009	*	13 of 32
		<i>REQUIREMENTS</i>				

PART III

GENERAL CONTRACTUAL REQUIREMENTS

1. Bidder/Contractor **shall** be bound by the provisions of Louisiana R.S. 39:1551, et. seq., (The Louisiana Procurement Code).
2. Unless otherwise provided by law, a contract for services may be entered into for periods of not more than three years. No contract **shall** be entered into for more than one year unless the length of the contract was clearly indicated in these specifications. At the option of the State of Louisiana and upon acceptance by the bidder/contractor, any contract awarded for one year may only be extended for two additional twelve-month periods -- not to exceed a total contract period of thirty-six months.
3. **Appropriation Dependency Clause**
 - 3.1 The continuation of this agreement is contingent upon the appropriation of funds, to fulfill the requirements of the agreement, by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of this agreement, or if a lawful gubernatorial order issued in or for any given fiscal year during the term of this agreement, reducing the funds appropriated in such amounts as to preclude making the payments set out herein, the agreement **shall** terminate on the date said funds are no longer available without any liability incurring onto the State other than to make payment for services rendered prior to the termination date.
 - 3.2 However, the State **shall** be under a duty to make such determination only in good faith and not, arbitrarily and without justification, to cancel this agreement for the sole purpose of acquiring from another vendor other products of comparable quality and value, and the State agrees that it will use its best efforts to obtain approval of necessary funds to fulfill the obligations of this agreement by taking the appropriate action to request adequate funds to continue this agreement.
4. Endorsements extending and/or deleting coverage which are issued to the policy of insurance **must** reflect any increases or decreases in the amount of the bidders'/contractors' compensation (premium) and **shall** serve to modify or amend the premium as reflected on EXHIBIT I of these bid specifications. No other method, and/or no other document, including correspondence, acts and oral communications by or from any person, **shall** be construed as a modification or supplementation of the contract except as herein delineated as regards amendments and endorsements.
5. In the event the insurance company or companies originally contracted with by ORM fail(s) to perform, ORM **shall** allow substitution for such company or companies if the parties sought to be substituted meet other criteria established by these specifications. In the event substitution of an insurance company or companies occurs, company signature pages signed by the replacement company or companies **must** also be submitted to ORM.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART IV</i>	*		*	
FEC-21	*	<i>GENERAL BID</i>	*	May 14, 2009	*	14 of 32
		<i>INFORMATION</i>				

PART IV

GENERAL BID INFORMATION

1. Special Instructions to Bidder

- 1.1 The bidder/contractor **must** respond to this IFB by submitting all data required herein in order for this bid to be evaluated and considered for award. Failure to submit such data **shall** be deemed sufficient cause for disqualification of a bid from further consideration of award.
- 1.2 The bidder/contractor **shall** provide Excess Following Form All Risk Building and Personal Property Coverage (all perils, including earthquake and wind but EXCLUDING flood) for State of Louisiana properties (buildings and contents) which **must** equal or exceed the coverage provided in the underlying self-insurance policy issued by ORM and reflected in Schedule B of these specifications.
- 1.3 Any change or restriction in conditions, warranties, or exclusions from the underlying policy (found elsewhere in these specifications) or from these specifications **must** be completely explained in writing and attached to the bid. Any such deviations which provide less coverage and/or service than that required in the underlying policy and/or these bid specifications **shall** be considered an alternate quotation. Any such change or restriction **shall** be indicated on EXHIBIT V of these specifications. **Submission of sample policy(ies) and/or service narrative shall not be considered to be in compliance with the above stipulations.**
- 1.4 ORM reserves the right to reject any or all bids.
- 1.5 Bidder/Contractor is bound by all of the terms, prices and conditions of its bid for a term of sixty (60) days after bid opening. No bid may be withdrawn prior to the expiration of that sixty (60) day period.
- 1.6 Any award of the contract resulting from this invitation **shall** be made by written notification from ORM.
- 1.7 **As respects this bid, company name and signature of designated authorized representative of the insurance company shall be indicated on EXHIBIT III of these specifications. Submission of a bid bond in compliance with PART IV, Item 3 of these specifications does not eliminate the need for a company signature; however, the submission of a bid bond allows any authorized person from the company to sign the invitation in lieu of the designated authorized person.**

2. Pricing Information

- 2.1 The bidder/contractor **shall** provide fixed rates for services as required by the Technical Specifications. These costs **shall** be shown on the form attached as EXHIBIT I and EXHIBIT II, which **must** be returned with the proposal along with the entire IFB document.
- 2.2 The bidder/contractor **must** provide other information as required in EXHIBIT I.
- 2.3 The bidder's/contractor's quotation **shall** be based on the following:
 - 2.3.1 **Guaranteed Cost Plan** - Any Proposal submitted by the bidder/contractor **must** be submitted on the form herein provided with the blank spaces filled in showing the annual premium based on the coverages reflected in PART IV of these specifications.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART IV</i>	*		*	
FEC-21	*	<i>GENERAL BID</i>	*	May 14, 2009	*	15 of 32
		<i>INFORMATION</i>				

- 2.4 Percentage of commission return **shall** reflect that percentage of the total premium which will be returned to the State by the successful bidder/contractor, if applicable, and as allowed in Louisiana R.S. 39:1631 and Louisiana R.S. 39:1632.
- 2.5 Any increase and/or decrease in premiums during the policy period **shall** increase and/or decrease the amount of commission return to the same degree of percentage as the original commission return utilized in the net premium determination.
- 2.6 Annual/Anniversary premium **shall** be on a flat rate basis with no adjustments being made in a policy year for an increase or decrease in exposure units. However, subsequent anniversary billings will reflect any premium adjustments due to change in exposure units.

3. Bidder Information

- 3.1 As regards the insurance company and an incorporated insurance agency, the bidder/contractor shall attach either one of the following (Items 3.1.1 or 3.1.2) to the proposal:

- 3.1.1 **Board resolution or power of attorney (with seal):**

- 3.1.1.1 **giving the designated authorized representative of the insurance agency authority to tender a premium quotation on behalf of the insurance agency.**
- 3.1.1.2 **giving the designated authorized representative of the insurance company authority to tender a premium quotation on behalf of the insurance company.**
- 3.1.1.3 **giving the designated authorized representative of the insurance agency authority to tender a premium quotation on behalf of the insurance company.**

- 3.1.2 **Bid bond in an amount equal to at least 10% of the Net Annual Installment Premium reflected on EXHIBIT I of these specifications or \$100,000, whichever is more. Bid bonds for 10% of *Net Annual Premium* can be rounded to nearest dollar.**

- 3.2 As regards an unincorporated insurance agency (sole proprietor agency), the bidder/contractor shall attach either one of the following Items (3.2.1 or 3.2.2) to the proposal.

- 3.2.1 **Notarized affidavit, board resolution or power of attorney (with seal):**

- 3.2.1.1 **giving documentation from the Louisiana Insurance Department reflecting proof of ownership of the agency.**
- 3.2.1.2 **giving the designated authorized representative of the insurance company authority to tender a premium quotation on behalf of the insurance company.**
- 3.2.1.3 **giving the designated authorized representative of the insurance agency authority to tender a premium quotation on behalf of the insurance company.**

- 3.2.2 **Bid bond in an amount equal to at least 10% of the Net Annual Installment Premium reflected on EXHIBIT I of these specifications or \$100,000, whichever is more. Bid bonds for 10% of *Net Annual Premium* can be rounded to nearest dollar.**

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART IV</i>	*		*	
FEC-21	*	<i>GENERAL BID</i>	*	May 14, 2009	*	16 of 32
		<i>INFORMATION</i>				

- 3.3 The bidder/contractor **must** submit with its response to this IFB, a certificate of insurance showing proof of errors and omissions coverage for the agent and/or broker with limits of liability of at least \$1,000,000. This errors and omissions coverage must be maintained throughout the period of this contract.
- 3.4 The bidder/contractor **must** submit a narrative description of the claim service it proposes to provide. The narrative should include, but not necessarily limited to, a description of the claim handling procedures (routine processing) commencing with the date of loss, reaction time on claims and length of time before a claims payment will be made. The bidder/contractor **shall** be held contractually responsible for information provided in EXHIBIT IV.

4. Schedule of Property Values and Assessment of Premium

ORM maintains the schedule of property values at its own expense. Therefore, the bidder/contractor will not need to include a charge for this service in the premium quotation. Successful vendor will be furnished a copy of this schedule on an annual basis.

5. Building Appraisals and Claim Details

- 5.1 Appraisal files and claim details pertaining to the present property policy are available for inspection by all interested bidders/contractors on Monday through Friday (between the hours of 8:00 A.M. and 3:00 P.M.) at 1201 North Third Street, Suite G-192, Baton Rouge, Louisiana. **Review of the files shall be by appointment only.**

6. Insurance Required

- 6.1 Excess Following Form All Risk Building and Personal Property Coverage (all perils, including earthquake and wind but EXCLUDING flood) for State of Louisiana properties (buildings and contents)

The contractor shall provide coverage which must equal or exceed the coverage provided in the underlying self-insurance policy (Schedule B) issued by ORM subject to items 6.1.1 through 6.1.8 below.

- 6.1.1 The company **shall** be liable in respect to each and every loss occurrence irrespective of the number and kinds of risks involved only for the excess over and above the underlying self-insurance policy issued by ORM. The self-insured retention for each occurrence is \$25,000,000.
- 6.1.2 It is warranted by the insured that in respect to each and every loss occurrence the initial net loss set forth in paragraph 6.1.1 above **shall** be retained at the insured's own risk.
- 6.1.3 A copy of the underlying self-insurance policy forms and endorsements can be found in Schedule B of these specifications. **The following forms/coverages (see underlying policy) do not apply and are to be excluded from the policy(ies) to be issued as a result of the award of this contract.**

Endorsement 1 Water Damage/Flood Coverage

Special Flood Form

Inland Marine Floater Form F – Livestock Form (Coverage for Animals, including but not limited to livestock, thoroughbreds, barnyard fowl & canines)

Endorsement 7 Additional Language

Endorsement 10 Basic Procedures for Property Damage Claims

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART IV</i>	*		*	
FEC-21	*	<i>GENERAL BID</i>	*	May 14, 2009	*	17 of 32
		<i>INFORMATION</i>				

6.1.4 The excess coverage must provide replacement cost coverage on all building structures and actual cash value coverage on all personal property.

6.1.4.1 Insurance applies on a scheduled basis only to a coverage for which a Limit of Insurance is shown. But in no event shall liability in any one occurrence of any one Building, any one Structure, or Business Personal Property at any one location exceed 115% of the individually stated valued for such property as is shown in the latest Schedule of Property Values or other documentation on file with the Office of Risk Management, nor shall liability exceed any specific Limit of Insurance applying to any insured loss, coverage or location(s). The only exceptions being the following:

- Movable building structures will be afforded coverage on an actual cash value basis.
- Personal property purchased through the Louisiana Public Facilities Authority or the Third Party Financing Master Installment Purchase Agreement **must** be insured as indicated in Schedule A of these specifications.

6.1.4.2 If a covered property has been damaged in a prior declared disaster and has received public assistance through FEMA (other than flood), the excess policies will pay on those properties first, subject to Title 44 of the Code of Federal Regulations (44 CFR) in effect at the time of the declared disaster.

6.1.4.3 Coverage under this excess policy will NOT be afforded to the buildings and property owned and/or leased by the Department of Education, Recovery School District (RSD), all of which are insured separately.

6.1.4.4 Quotation is to be based on the total insurable value as reflected in Schedule A of these specifications.

6.1.4.5 **Quotations by layer will be submitted as shown in Exhibit I, Bid Quotation Form. Rates per unit of exposure must also be submitted in Exhibit II, Rates.**

6.1.4.6 Policy of insurance **shall** include the *General Required* and *Special Required Endorsements* reflected in Part Two of these specifications.

6.1.4.7 Named Insured and Address:
State of Louisiana, All Agencies, Boards and Commissions
c/o Office of Risk Management
Post Office Box 91106
Baton Rouge, Louisiana 70821-9106

6.1.4.8 Premises Insured

All properties owned by the State of Louisiana or for which the State of Louisiana has assumed liability; including all locations identified in the Schedule of Property Values on file with the Office of Risk Management and those properties added to the Schedule of Property Values during the policy period. Department of Education, Recovery School District (RSD) is the only exception.

The IFB will be awarded based on the quoted Net Annual Premium of for all layers up to and including \$300,000,000. ORM reserves the right to purchase any layer(s) at the cost quoted on the awarded bid. If a quotation does not include premiums for layers up to and including \$300,000,000, then the bid will be disqualified.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT I</i>	*		*	
FEC-21	*	<i>BID QUOTATION FORM</i>	*	May 14, 2009	*	18 of 32

EXHIBIT I
BID QUOTATION FORM

Excess Following Form All Risk Building and Personal Property Coverage (all perils, including earthquake and wind but EXCLUDING flood) for State of Louisiana properties (buildings and contents) effective July 1, 2009 with two one-year options to renew at the same rates.

SINGLE LAYER QUOTATION

Coverage Layer \$25,000,000 Excess of	¹ Total Annual Premium (Including any policy Tax, surplus tax, Policy fees, etc.)	² Less Commission Return (Per LA R.D.39:1632)	¹ Net Annual Premium
\$25,000,000		(%)	
\$50,000,000		(%)	
\$75,000,000		(%)	

Coverage Layer \$100,000,000 Excess of	¹ Total Annual Premium (Including any policy Tax, surplus tax, Policy fees, etc.)	² Less Commission Return (Per LA R.D.39:1632)	¹ Net Annual Premium
\$100,000,000		(%)	
\$200,000,000		(%)	
TOTAL OF 1ST \$300,000,000 OF COVERAGE**:			
\$300,000,000		(%)	
\$400,000,000		(%)	
\$500,000,000			
\$600,000,000			
\$700,000,000			
\$800,000,000			

**** The IFB will be awarded based on the quoted Net Annual Premium of for all layers up to and including \$300,000,000. ORM reserves the right to purchase any layer(s) at the cost quoted on the awarded bid. If a quotation does not include premiums for layers up to and including \$300,000,000, then the bid will be disqualified.**

Only the exposure values reflected in Schedule A, Item IV shall be used for premium quotation purposes.

¹In the event the percentages of policy tax, or surplus lines tax or other taxes increase due to changed legislation, the bidder(s)/contractor(s) **shall** absorb the increases as the State cannot pay more than the amounts quoted on the successful bid except in the instances of increased coverage.

²For explanation refer to PART II - Technical Specifications, Subsection 1, General Specifications, Paragraph 1.12 and PART IV - General Bid Information, Subsection 2, Pricing Information, Paragraph 2.4. **Bidder/Contractor must reflect percentage of total premium which will be returned to the State.**

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT I</i>	*		*	
FEC-21	*	<i>BID QUOTATION</i>	*	May 14, 2009	*	19 of 32
		<i>FORM</i>				

EXHIBIT II

RATES

Excess Following Form All Risk Building and Personal Property Coverage (all perils, including earthquake and wind but EXCLUDING flood) for State of Louisiana properties (buildings and contents).

The bidder/contractor shall indicate below the rate(s) per unit of exposure corresponding to premium indicated on EXHIBIT I.

SINGLE LAYER QUOTATION	
Coverage Layer	Rate
\$25,000,000 excess of \$25,000,000	
\$25,000,000 excess of \$50,000,000	
\$25,000,000 excess of \$75,000,000	
\$100,000,000 excess of \$100,000,000	
\$100,000,000 excess of \$200,000,000	
\$100,000,000 excess of \$300,000,000	
\$100,000,000 excess of \$400,000,000	
\$100,000,000 excess of \$500,000,000	
\$100,000,000 excess of \$600,000,000	
\$100,000,000 excess of \$700,000,000	
\$100,000,000 excess of \$800,000,000	

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT III</i>	*		*	
FEC-21	*	COMPANY	*	May 14, 2009	*	20 of 32
		<i>SIGNATURE PAGE</i>				

EXHIBIT II - CONTINUED
RATES

The bidder/contractor shall indicate below the hourly rate for engineering services in excess of that required in specifications. (For explanation refer to *PART II-TECHNICAL SPECIFICATIONS*, Subsection 6, Engineering Services, paragraph 6.1)

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
FEC-21	*	<i>EXHIBIT III</i>	*	May 14, 2009	*	21 of 32
		COMPANY	*		*	
		<i>SIGNATURE PAGE</i>				

EXHIBIT III

COMPANY SIGNATURE PAGE

INSURANCE COMPANY OR COMPANIES TO BE USED AND PERCENTAGE OR LAYER OF COVERAGE TO BE PROVIDED BY EACH: **(If additional space is required supplemental pages that are identified should be attached for insurance company name and signature)**

NOTE: See signature requirements per PART I, Item 6 and PART IV, Item 1.7.

Insurance Company Name: _____

Signature Of Designated Authorized Representative Of The Insurance Company:

Percentage Or Layer Of Coverage To Be Provided:

NOTE: Bidder/Contractor Must Answer the Following Questions:

- | | YES | NO |
|--|--------------------------|--------------------------|
| 1) Is insurance company an assessable mutual company? ³ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) Is insurance company licensed to do business in Louisiana? ³ | <input type="checkbox"/> | <input type="checkbox"/> |

³See PART II, Item 1.1.2 of these specifications

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT IV</i>	*		*	
FEC-21	*	<i>CLAIMS HANDLING</i>	*	May 14, 2009	*	22 of 32
		PROCESS NARRATIVE				

EXHIBIT IV

CLAIMS HANDLING PROCESS NARRATIVE

Bidders/Contractors **shall** respond to the following:

Provide a narrative description of the claims handling procedures (routine processing) to be used in servicing the account for Excess Following Form All Risk Building and Personal Property Coverage (all perils, including earthquake and wind but EXCLUDING flood) for State of Louisiana properties (buildings and contents). The description should include, but not be limited to, the routine processing of claims, the reaction time to a new loss, and the length of time before a claim's payment will be made. (If additional space is required, supplemental pages that are identified should be attached for the bidder's/contractor's complete response.)

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT V</i>	*		*	
FEC-21	*	COVERAGE/SERVICE DEVIATIONS	*	May 14, 2009	*	23 of 32

EXHIBIT V

COVERAGE AND/OR OTHER SERVICES DEVIATIONS

Bidder/Contractor shall indicate below any change or restriction in conditions, warranties, or exclusions from the Excess Following Form All Risk Building and Personal Property Coverage (all perils, including earthquake and wind but EXCLUDING flood) for State of Louisiana properties (buildings and contents) and/or other services required by these specifications. Submission of sample policy and/or service narrative shall not be considered as compliance with above stipulations. Non-disclosure of changes/restrictions shall be interpreted to mean policy and/or other services to be provided will be in compliance with coverage and/or other services requested in these specifications.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT VI</i>	*		*	
FEC-21	*	<i>ENGINEERING SERVICE</i>	*	May 14, 2009	*	24 of 32
		DEVIATIONS				

EXHIBIT VI

ENGINEERING SERVICE DEVIATIONS

Bidder/Contractor **shall** indicate below any changes, restrictions and/or deviations from the engineering service required in Part II of these specifications. Submission of engineering service narrative shall not be considered as compliance with above stipulations. Non-disclosure of changes/restrictions **shall** be interpreted to mean engineering services to be provided will be in compliance with engineering services requested in these specifications.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
FEC-21	*	<i>EXHIBIT VII</i>	*	May 14, 2009	*	25 of 32
	*	<i>BIDDER'S CHECK LIST</i>	*		*	

EXHIBIT VII
BIDDER'S CHECK LIST

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1. Entire IFB returned (per page 6, item 6.2.5).
<input type="checkbox"/>	<input type="checkbox"/>	2. Page 21 (EXHIBIT III) signed by designated authorized representative of the insurance company (per page 6, item 6.1.2 and page 14, item 1.10).
<input type="checkbox"/>	<input type="checkbox"/>	3. Insurance Company Name has been indicated on Page 21 (EXHIBIT III) per page 14, item 1.7.
<input type="checkbox"/>	<input type="checkbox"/>	4. Form ORM-2 signed in ink by designated authorized representative of the insurance agency (per page 6, item 6.1.1).
<input type="checkbox"/>	<input type="checkbox"/>	5. Amendment(s) (if applicable) signed in ink by designated authorized representative of the insurance agency (per page 6, item 6.1.1).
<input type="checkbox"/>	<input type="checkbox"/>	6. Amendment(s) (if applicable) returned (per page 6, item 6.2.5 and page 5, item 4.2).
NOTE: ITEMS 7A, 7B, AND 7C; <u>OR</u> 8A, 8B, AND 8C; <u>OR</u> 9 IS REQUIRED.		
<input type="checkbox"/>	<input type="checkbox"/>	7A. Board resolution/power of attorney (per page 15, item 3.1.1.1) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	7B. Board resolution/power of attorney (per page 15, item 3.1.1.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	7C. Board resolution/power of attorney (per page 15, item 3.1.1.3) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	8A. Notarized affidavit, board resolution/power of attorney (per page 15, item 3.2.1.1) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	8B. Notarized affidavit, board resolution/power of attorney (per page 15, item 3.2.1.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	8C. Notarized affidavit, board resolution/power of attorney (per page 15, item 3.2.1.3) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	9. Bid Bond (per page 15, item 3.1.2 or page 15, item 3.2.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	10. Claims narrative submitted (per page 16, item 3.4 and page 22, EXHIBIT IV).
<input type="checkbox"/>	<input type="checkbox"/>	11. Were any coverage and/or other services deviations submitted on page 23, EXHIBIT V (per page 14, item 1.3)?
<input type="checkbox"/>	<input type="checkbox"/>	12. Does insurance company have current Best Rating of "A++", "A+", "A" or "A-", Class VIII or higher (Per page 9, item 1.1.2)?
<input type="checkbox"/>	<input type="checkbox"/>	13. Were premium rates indicated on EXHIBIT II, page 19 (per page 12, item 7.1 and page 14, item 2.1)?
<input type="checkbox"/>	<input type="checkbox"/>	14. Errors and Omissions Certificate (per page 16, item 3.3) is attached.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT VII</i>	*		*	
FEC-21	*	<i>BIDDER'S CHECK LIST</i>	*	May 14, 2009	*	26 of 32

EXHIBIT VII

BIDDER'S CHECK LIST

YES	NO		
<input type="checkbox"/>	<input type="checkbox"/>	15.	Were premium quotations indicated on EXHIBIT I, page 22 (per page 14, items 2.1 and 2.2.)?
<input type="checkbox"/>	<input type="checkbox"/>	16.	Was commission return percentage factor reflected on EXHIBIT I, page 22 (per page 15, item 2.4)?
<input type="checkbox"/>	<input type="checkbox"/>	17.	Are responses to questions on EXHIBIT III, page 21 in compliance with requirements in Item 1.1.2 on page 9?
<input type="checkbox"/>	<input type="checkbox"/>	18.	Was hourly rate for engineering service indicated on Exhibit II, page 19 (per page 11, item 6.1)?
<input type="checkbox"/>	<input type="checkbox"/>	19.	Were any engineering service deviations submitted on Exhibit VI, page 24 (per page 11, item 6.2)?

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE A	*		*	
FEC-21	*	UNDERWRITING INFORMATION	*	May 14, 2009	*	27 of 32

SCHEDULE A

UNDERWRITING INFORMATION

I. SCHEDULE OF CURRENT COVERAGE FY 08-09

Primary: \$50,000,000 combined single limit per occurrence, with sub-limit of \$25,000,000 combined single limit for all perils **except** flood, earthquake, wind and hail written through the Louisiana Self-Insurance Program

Excess: \$350,000,000 excess of \$50,000,000/\$25,000,000 SIR (see above)

Agent of Record: Risk Services of Louisiana, LLC

II. PRIOR PREMIUM INFORMATION (as of 4/6/09)

Policy Period	Total Property Value	ORM Retention	Premium	Policy Limit (including SIR)
07-01-04/05	\$10,362,689,516	\$25,000,000/ \$7,500,000	\$ 8,078,959	\$600,000,000
07-01-05/06	\$10,778,469,059	\$25,000,000	\$ 6,948,742	\$500,000,000
07-01-06/07	\$13,652,750,488	\$50,000,000	\$40,747,249	\$200,000,000
07-01-07/08	\$14,354,335,455	\$50,000,000/ \$25,000,000 *	\$35,484,860	\$350,353,000
07-01-08/09	\$14,738,243,477	\$50,000,000/ \$25,000,000 *	\$35,484,860	\$400,000,000

* \$25,000,000 combined single limit per occurrence, with sub-limit of \$7,500,000 combined single limit for all perils **except** flood, earthquake and wind.

** \$50,000,000 combined single limit per occurrence, with sub-limit of \$25,000,000 combined single limit for all perils **except** flood, earthquake, wind and hail.

III. LOSS EXPERIENCE

Loss Experience Spreadsheets can be found on the website at <http://www.doa.louisiana.gov/orm/uwnewbid.htm>. These reports do not need to be printed and returned with your completed bid document.

Please be advised that the Loss Experience Spreadsheets do contain flood claims although that coverage is excluded from this bid.

A.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE A	*		*	
FEC-21	*	UNDERWRITING INFORMATION	*	May 14, 2009	*	28 of 32

IV. EXPOSURE INFORMATION

- A. The exposure values reflected in the Schedule of Property Value reports referred to in Schedule A, Item V may differ from the values reflected in Item IV of Schedule A. This is due to the fact that updates are made to the ORM exposure system on an on-going basis.
- B. **Only the exposure values reflected in Schedule A, Item IV shall be used for premium quotation purposes.**
- C. **CURRENT BUILDING COUNTS** (as of 4-6-2009)

Building Type	Coverage	Number of Buildings Covered
State Owned	Structure and Contents	8,788
Non-State Owned	Contents Only	2,027
Insured Non-State Owned	Structure and Contents (By Contract)	506

D. EXPOSURE VALUES AND TOTALS BY CATEGORY

Category Description		Total Value on File With ORM as of April 4, 2009
1. Building Structures (Replacement Cost):		
a)	Owned by the State of Louisiana:	\$ 9,837,626,148
b)	Owned by someone other than the State of Louisiana, but is insured by the State through a contract/cooperative endeavor agreement:	\$1,171,917,677
c)	Pilings, piers, wharfs and docks:	\$19,236,780
d)	Largest single exposure: (Includes building & contents)	Louisiana Superdome 1500 Poydras Street New Orleans, Louisiana Value: \$287,410,590
2. Fine Arts:		
Museum exhibits, antiques and objects of art of every nature and description including aircraft and watercraft (regardless of length) which have been decommissioned and/or automobiles which are on display as a tourist attraction for public viewing		
a)	Owned by the State of Louisiana:	\$291,478,837
b)	Owned by someone other than the State of Louisiana, but which is in the care, custody and control of the State:	\$40,611,376
c)	Largest single exposure per building:	
	State Owned:	Prescott Library Railroad Avenue Ruston, Louisiana Value: \$105,000,000

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
FEC-21	*	SCHEDULE A UNDERWRITING INFORMATION	*	May 14, 2009	*	29 of 32

Category Description		Total Value on File With ORM as of April 4, 2009
	Non-State Owned: Goldring Hall 925 Camp Street New Orleans, Louisiana Value: \$25,148,267	
3. Computer Equipment:		
Servers, mainframes, software and personal computers:		
a)	Owned by the State of Louisiana:	\$681,777,004
b)	Owned by someone other than the State of Louisiana, but which is in the care, custody and control of the State:	\$15,379,882
c)	Largest single exposure per building:	
	State Owned: Sea Grant Building LSU, CEBA Lane Baton Rouge, Louisiana Value: \$27,177,480	
	Non-State Owned: Workforce Development –Admin. Annex Office 1001 North 23 rd Street Baton Rouge, Louisiana Value: \$6,554,107	
4. Boats:		
Vessels which are twenty-six (26) feet in length or under including inboard and outboard motors Non-motorized vessels (row boats etc.) regardless of length		
a)	Owned by the State of Louisiana:	\$5,824,884
b)	Owned by someone other than the State of Louisiana, but which is in the care, custody and control of the State:	\$54,950
c)	Largest exposure per location:	
	State Owned: Dept. of Environmental Quality 1824 Commercial Dr. Port Allen, Louisiana Value: \$320,000	
	Non-State Owned: LA Tech University - Natatorium Tech Dr. Ruston, Louisiana Value: \$25,000	
6. Building Contents:		
Movable property not otherwise classified which is permanently located within a building to include but not be limited to office equipment, inventory, food stuffs and word processing equipment		
a)	Owned by or in the care, custody and control of the State of Louisiana:	\$3,728,699,652

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
FEC-21	*	SCHEDULE A UNDERWRITING INFORMATION	*	May 14, 2009	*	30 of 32

Category Description			Total Value on File With ORM as of April 4, 2009
b)	Largest exposure per building:	LSU - Lyons Eye Clinic 2020 Gravier Street New Orleans, Louisiana Value: \$60,050,720	
7. LPFA/Third Party Financing:			
Equipment purchased in accordance with instructions set forth by the Louisiana Public Facilities Authority or the Third Party Financing Master Installment Purchase Agreement:			
a)	Exposure value on file:		\$30,136,541
b)	Largest exposure per building:	Charity Main Hospital 1532 Tulane Street New Orleans, Louisiana Value: \$15,395,092	
8. Business Income:			
Charges, tuition, fees and receipts derived from sources and activities "Not Public Funds" for service, sales and events that would be lost in the event the state agency would not be able to provide those services, sales and events, less the direct cost of those operations (Examples: Hospital charges, rental receipts, revenue and receipts from educational seminars or workshops, entertainment and athletic events)			
a)	Exposure value on file:(Based on annual figures)		\$445,216,982
b)	Largest exposure per building:	University of New Orleans – Admin. 2000 Lakefront Dr. New Orleans, Louisiana Value: \$44,967,007	
9. Mobile Structures:			
Movable building structures and their contents. (Example: mobile office trailers, mobile homes and buildings on skids or wheels, etc.)			
a)	Owned by State of Louisiana:		\$33,767,892
b)	Owned by someone other than the State of Louisiana, but which is in the care, custody and control of the State:		\$429,913
c)	Location of largest exposure:		
	State Owned:	LSU Health Sciences Center-Library 433 Bolivar St. New Orleans, Louisiana Value: \$4,321,768	
	Non-State Owned:	New Orleans City Park Marconi Meadows Dreyfous Avenue New Orleans, Louisiana Value: \$193,500	
Total Insurable Values:			\$14,738,243,477

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE A	*		*	
FEC-21	*	UNDERWRITING	*	May 14, 2009	*	31 of 32
		INFORMATION				

v. **SCHEDULE OF PROPERTY VALUES**

The following information is available on line at the ORM web site <http://www.doa.louisiana.gov/orm/uwnewbid.htm>. These reports do not need to be printed and returned with your completed bid document.

1. Exposure Information

1.1 Schedule of Property Values

1.2 Business Income Exposures Over \$1,000,000

1.3 Buildings with replacement cost values over \$1,000,000

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
FEC-21	*	CERTIFICATION OF EXEMPT FORM	*	May 14, 2009	*	32 of 32

SCHEDULE B

POLICY FORMS AND ENDORSEMENTS

A copy of the self-insured underlying all risk building and personal property policy forms and endorsements can be found at <http://www.doa.louisiana.gov/orm/uwnewbid.htm>. These reports do not need to be printed and returned with your completed bid document.

In the event of any discrepancies between the insurance requirements delineated in these specifications and the underlying policy, the bid specifications **shall** govern.