



STATE OF LOUISIANA
INVITATION FOR BID

PROPOSAL NO.: SMP-18

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PROPOSAL MUST BE RECEIVED NO LATER THAN

TIME: 10:00 A.M.

DATE: May 7, 2008

FOR INFORMATION CONTACT: Dodi Langlois

PHONE NUMBER: (225) 342-8598

EMAIL ADDRESS: Dodi.Langlois@la.gov

This document constitutes an invitation to submit sealed bids, including prices, from qualified individuals and organizations to furnish those services and/or items described herein.

Proposals **must** be mailed to the Office of the Governor, Division of Administration (DOA), Office of Risk Management or hand carried to its offices at 1201 North 3rd Street, Suite G-192, P. O. Box 91106, Baton Rouge, Louisiana 70821-9106.

STATE OF LOUISIANA, LOUISIANA STADIUM AND EXPOSITION DISTRICT, AND SMG/FACILITY MANAGEMENT OF LOUISIANA, INC., A/T/I/M/A

FOR:

Excess Commercial General Liability Coverage

CONTRACT PERIOD:

Policy to be effective for the period of 12:01 A.M. **July 1, 2008** to 12:01 A.M. **July 1, 2009 with two (2) options to renew at the same rates.** Bids will be received up to **10:00 A.M., May 7, 2008** by the Administrative Section of the Office of the Governor, Division of Administration, Office of Risk Management, 1201 North 3rd Street, Suite G-192, Baton Rouge, Louisiana. At the same hour of the same day and date bids will be publicly opened and read in the conference room at the Division of Administration, Office of Risk Management address. Bids received after this time will be returned to the bidder/contractor unopened.

BIDDER/CONTRACTOR INFORMATION/SIGNATURE:

The bidder hereby agrees to provide the insurance coverage and related services, at the prices quoted, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the State of Louisiana, a binding contract, as defined herein, **shall** exist between the bidder and the State of Louisiana.

Insurance Agency Name

Signature of Designated Authorized Insurance Agency Representative

Print Name

Title

Mailing Address (Bidding Agency)

Telephone

City

State

Zip Code

THE FOLLOWING SECTION IS FOR STATE OF LOUISIANA USE ONLY

NOTICE OF AWARD

PROPOSAL
NUMBER: →

SMP-18

This proposal is accepted by the State of Louisiana as follows:

STATE RISK UNDERWRITING SUPERVISOR

STATE RISK DIRECTOR

DATE

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**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 (or syndicate of companies) 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 II 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.

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

2. Open Competition

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 The 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.

3.1 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 telegraphic notice or electronic mail services if issued to and physically received in the Office of Risk Management - Administrative Section no later than the official bid close date and time. Verbal messages from either a telegraph company or 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 buyer in ORM whose name 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.** 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 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.

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- 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 II in lieu of an original signature. The original of EXHIBIT II 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 II 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 II

- 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 Amendment(s) (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.**

- 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**

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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 ensure that the proposal is physically received and officially clocked in as a sealed document by the DOA, Office of Risk Management in its office 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 bid, a request for proposal, 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 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.**

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TECHNICAL SPECIFICATIONS

1. General Specifications

- 1.1** The bidder/contractor **shall** provide Excess Commercial General Liability coverage for State of Louisiana, Louisiana Stadium and Exposition District, and SMG/Facility Management of Louisiana, Inc., A/T/I/M/A.
- 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, Division of Administration.
- 1.6** **Contractor shall be required to furnish closure claims settlement notices to ORM, Division of Administration, on all settlements of claims.**

Contractor shall be required to furnish a quarterly report reflecting claims (cumulatively for policy year, not just activity for the quarter) opened and closed and claims reserved and paid per agency by policy year, including all allocated loss adjustment expenses until all claims are closed. Information to be reflected on the quarterly report for each individual claim shall include, but not be limited to, the following:

- 1.6.6.1** Dates of loss;
- 1.6.6.2** Status of claim (open, closed, reopened)
- 1.6.6.3** Brief description of loss;
- 1.6.6.4** State agency name;
- 1.6.6.5** Amount of claim as indicated below (by coverage code, if applicable)
- 1.6.6.1** Total incurred;
- 1.6.6.2** Amount paid;
- 1.6.6.3** Amount reserved;
- 1.6.6.4** Amount recovered;
- 1.6.6.5** Amount of loss adjustment expenses; and
- 1.6.6.6** Net incurred.

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		SPECIFICATIONS				

- 1.7 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.
- 1.8 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. See Schedule E.
- 1.9 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 (if applicable).
- 1.10 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.
- 1.11 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.
- 1.12 "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: **"Exclusions relating to employees shall only exclude liability for injuries, sickness and death, when such are compensable under the Louisiana Workers' Compensation Law."**
- 2.3 The policy of insurance **shall** include this endorsement: **"The inclusion of more than one Named Insured in the policy shall not affect the rights of any Named Insured as respects any claim or suit by any other Named Insured or by an employee or such other insured."**

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2.4 The policy of insurance **shall** include this endorsement, unless a "Separation of Insureds" clause is part of the policy: **"The policy shall insure each Named Insured in the same manner as though a separate policy had been issued to each, but nothing contained herein shall operate to increase the company's liability as set forth elsewhere in this policy beyond the amount or amounts for which the company would have been liable if only one insured had been named, without the prior written approval of the Named Insured."**

2.5 The policy of insurance **shall** include this endorsement: **"For the insurance afforded herein, the State Risk Director for the Office of Risk Management 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, Post Office Box 91106, Baton Rouge, LA 70821-9106."**

2.6 The policy of insurance **shall** include this endorsement: War or Terrorism Exclusion, ISO Form CG 21 75 12 02 or equivalent (or the latest edition approved for use in Louisiana).

3. **Delivery Dates and Location**

3.1 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.

3.2 Coverage binder **shall** be received by ORM within five (5) days of the date award is made.

3.3 Bidder/Contractor shall issue endorsement(s) to any additional insured(s) as requested by the Named Insured.

3.4 This is a request for a guaranteed cost for a one (1) year policy in effect from July 01, 2008 to July 01, 2009 with two (2) one-year options to renew at the same rates.

4. **Claims Service**

4.1 The bidder/contractor **shall** provide claims service for the Excess Commercial General Liability coverage.

4.2 Claims reporting will be made by ORM to the agent-of-record only, and the agent-of-record will be responsible for complying with insurance company reporting requirements.

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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 (36) 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 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 company or companies occurs, company signature pages signed by the replacement company or companies **must** also be submitted to ORM.

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		INFORMATION				

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 Commercial General Liability coverage which must equal or exceed the coverage provided in the underlying policy in SCHEDULE D of these specifications.**
- 1.3 Any change or restriction in conditions, warranties, or exclusions from the underlying policy or from these specifications **must** be completely explained in writing and attached to the bid. Any such deviations which provide less coverage than that required in the underlying policy and these bid specifications **shall** be considered an alternate quotation. Any such change or restriction **shall** be indicated on EXHIBIT IV of these specifications. **Submission of sample policy(ies) 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 Bids will be awarded by competitive sealed bidding, pursuant to R.S. 39:1594. Only dollar values stated in EXHIBIT I will be considered for award of the bid. ORM reserves the right to award the bid for the option which provides the highest limit of coverage at the lowest premium within the individual budget agency(ies) allocated funding, if applicable.
- 1.7 A contract or order resulting from this invitation **shall** be awarded in response to a bid providing the lowest responsible and responsive bid to the State of Louisiana.
- 1.8 Any award of the contract resulting from this invitation **shall** be made by written notification from ORM.
- 1.9 **As respects this bid, company name and signature of designated authorized representative of the insurance company shall be indicated on EXHIBIT II 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 forms attached as EXHIBIT I, 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:
 - 2.4.1 **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.
- 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

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART IV	*		*	
SMP-18	*	GENERAL BID INFORMATION	*	May 7, 2008	*	12 of 19

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.

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 the 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 the nearest dollar.

- 3.3** The bidder/contractor **must** submit with its response to this IFB, a certificate of insurance showing proof of errors and omissions coverage on 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.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT I</i>	*		*	
SMP18	*	<i>BID QUOTATION FORM</i>	*	May 7, 2008	*	13 of 19

- 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 III.

4. Underwriting Information

- 4.1** NAMED INSURED: State of Louisiana, Louisiana Stadium and Exposition District and SMG/Facility Management of Louisiana, Inc., A/T/I/M/A

- 4.2** LOCATION OF PREMISES: Louisiana Superdome and New Orleans Sports Arena
1500 Poydras Street, New Orleans, Louisiana

OCCUPIED BY: Owner (State of Louisiana, Louisiana Stadium and Exposition District) and SMG/Facility Management of Louisiana, Inc. which has been contracted by the State to manage the location.

- 4.3** Additional underwriting information is found in Schedules A and B.

5. Insurance Required

- 5.1** **ORM will provide the primary \$5,000,000 through a self-insurance policy as shown in Schedule D.**

- 5.2** The contractor **shall** provide blanket coverage subject to the following:

5.1.1 **\$95,000,000 excess of \$5,000,000 SIR of Commercial General Liability coverage.**

5.1.2 **Quotations by layer will be submitted as shown on Exhibit I – Bid Quotation Form.**

5.1.3 **The award will be made based on the Net Annual Installment Premium of Layer 1 only. ORM reserves the right to purchase up to any layer at the costs quoted on the awarded bid.**

5.1.4 **Aggregates: A general aggregate limit that is equal to the policy's limit for each occurrence will be accepted. All policies above the first excess layer (\$20,000,000 excess of \$5,000,000 SIR) must have a "drop down" provision.**

5.1.5 **Law enforcement coverage is excluded in all excess layers.**

5.1.6 For the following exclusions, it is acceptable for the companies to use their own forms in all layers:

- Fungus/Mold
- Asbestos
- Terrorism
- Pollution, except the form **must** have an exception for hostile fire
- Claims resulting from a violation of economic or trade sanctions, if applicable
- Claims resulting from a violation of a communication or information law, if applicable

5.1.7 Besides the exceptions listed above, ORM requires that the policy of insurance **shall** provide coverage equal to or exceeding the coverage provided in the underlying policy forms reflected in Schedule D of these specifications. The policy of insurance **shall** also include the General Required Endorsements reflected in PART II, Item 2 of these specifications.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT II</i>	*		*	
SMP-18	*	<i>PREMIUM</i>	*	May 7, 2008	*	14 of 19
		<i>RATES</i>				

EXHIBIT I

BID QUOTATION FORM

The bidder/contractor proposes to furnish a policy providing Excess Commercial General Liability insurance for the premium stated below for the State of Louisiana, Louisiana Stadium and Exposition District and SMG/Facility Management of Louisiana, Inc., A/T/I/M/A effective for the period of **July 1, 2008 to July 1, 2009 with two (2) one-year options** to renew.

Layer	¹ Total Annual Installment Premium (Including any policy tax, surplus tax, policy fees, etc.)	² Less Commission Return (Per LA R.S.39:1632)	¹ Net Annual Installment Premium
Layer 1 \$20,000,000 excess of \$5,000,000 SIR		(%)	
Layer 2 \$25,000,000 excess of \$25,000,000		(%)	
Layer 3 \$25,000,000 excess of \$50,000,000		(%)	
Layer 4 \$25,000,000 excess of \$75,000,000		(%)	

NOTE: The award will be made based on the Net Annual Installment Premium of Layer 1 only. ORM reserves the right to purchase up to any layer at the costs quoted on the awarded bid.

¹In the event the percentages of policy tax, 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 1.11 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 II</i>	*		*	
SMP-18	*	<i>PREMIUM</i>	*	May 7, 2008	*	15 of 19
		<i>RATES</i>				

EXHIBIT II

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 1.9.

**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 1.3 of these specifications

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT III</i>	*		*	
SMP-18	*	<i>CLAIMS HANDLING</i>	*	May 7, 2008	*	16 of 19
		<i>PROCESS NARRATIVE</i>				

EXHIBIT III

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 the Excess Commercial General Liability coverage for the State of Louisiana, Louisiana Stadium and Exposition District and SMG/Facility Management of Louisiana, Inc. A/T/I/M/A. 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 IV</i>	*		*	
SMP-18	*	<i>COVERAGE</i>	*	May 7, 2008	*	17 of 19
		<i>DEVIATIONS</i>				

EXHIBIT IV

COVERAGE DEVIATIONS

Bidder/Contractor shall indicate below any change or restriction in conditions, warranties, or exclusions from the Excess Commercial General Liability coverage required by these specifications. Submission of sample policy shall not be considered to be in compliance with above stipulations. Non-disclosure of changes/restrictions shall be interpreted to mean policy to be issued will be in compliance with coverage requested in these specifications.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	EXHIBIT V	*		*	
SMP-18	*	BIDDER'S CHECK LIST	*	May 7, 2008	*	18 of 19

EXHIBIT V
BIDDER'S CHECK LIST

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1. Entire IFB returned (per page 5, item 6).
<input type="checkbox"/>	<input type="checkbox"/>	2. Form ORM-2, page 1, signed in ink by designated authorized representative of the insurance agency (per page 5, item 6.1.1).
<input type="checkbox"/>	<input type="checkbox"/>	3. Premium quotations indicated on EXHIBIT I, page 14 (per page 11, items 2.1 and 2.2).
<input type="checkbox"/>	<input type="checkbox"/>	4. Commission return percentage factor reflected on EXHIBIT I, page 14 (per page 11, item 2.4).
<input type="checkbox"/>	<input type="checkbox"/>	5. Insurance Company Name indicated on EXHIBIT II, page 15 (per page 11, item 1.9).
<input type="checkbox"/>	<input type="checkbox"/>	6. EXHIBIT II, page 15, signed by designated authorized representative of the insurance company (per page 5, item 6.1.2 and page 11, item 1.9).
<input type="checkbox"/>	<input type="checkbox"/>	7. Insurance company has current Best Rating of "A++", "A+", "A" or "A-", Class VIII or higher (per page 7, item 1.3).
<input type="checkbox"/>	<input type="checkbox"/>	8. Responses to questions on EXHIBIT II, page 15, in compliance with requirements (per page 7, item 1.3).
<input type="checkbox"/>	<input type="checkbox"/>	9. Claims Handling Process Narrative submitted on EXHIBIT III, page 16 (per page 13, item 3.4).
<input type="checkbox"/>	<input type="checkbox"/>	10. Coverage and/or other services deviations submitted on EXHIBIT IV, page 17, (per page 11, item 1.3).
<input type="checkbox"/>	<input type="checkbox"/>	11. Amendment(s) (if applicable) returned (per page 4, items 4.2 and 4.3).
<input type="checkbox"/>	<input type="checkbox"/>	12. Amendment(s) (if applicable) signed in ink by designated authorized representative of the insurance agency (per page 5, item 6.1.1).
<input type="checkbox"/>	<input type="checkbox"/>	13. Exhibit VI, page 19, signed by bidder/contract (per page 19).
NOTE: ITEMS 13A, 13B, AND 13C; <u>OR</u> 14A, 14B, AND 14C; <u>OR</u> 15 IS REQUIRED.		
<input type="checkbox"/>	<input type="checkbox"/>	13A. Board resolution/power of attorney (per page 12, item 3.1.1.1) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	13B. Board resolution/power of attorney (per page 12, item 3.1.1.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	13C. Board resolution/power of attorney (per page 12, item 3.1.1.3) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	14A. Notarized affidavit, board resolution/power of attorney (per page 12, item 3.2.1.1) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	14B. Notarized affidavit, board resolution/power of attorney (per page 12, item 3.2.1.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	14C. Notarized affidavit, board resolution/power of attorney (per page 12, item 3.2.1.3) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	15. Bid Bond (per page 12, item 3.1.2 or page 12, item 3.2.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	16. Errors and Omissions Certificate (per page 12, item 3.3) is attached.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE A	*		*	
SMP-18	*	EARNED PREMIUM & LOSS EXPERIENCE INFO	*	May 7, 2008	*	19 of 19
** THIS PAGE DOES NOT HAVE TO BE RETURNED **						

EXHIBIT VI

NON-RETURNABLE SECTION

The following pages are made part of this bid specification package, but do not have to be returned with a quotation. It is the bidder/contractor's responsibility to ensure that all pages have been received and reviewed. This page **must** be returned as part of the bid quotation. If this page is not signed and returned, the submitted bid will be disqualified.

	<u>Pages</u>
Schedule A – Superdome General Information	1 - 8
Schedule B – New Orleans Sports Arena General Information	9 - 12
Schedule C – Premium and Loss Experience Information	13 - 22
Schedule D – Policy Forms and Endorsements	23 - 59
Schedule E – Louisiana Certification of Exempt Commercial Form	60

By signing this page, the bidder/contractor acknowledges that the above schedules have been received in full and reviewed.

Signature of Bidder/Contractor

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE A	*		*	
SMP-18	*	SCHEDULE OF	*	May 7, 2008	*	1 of 60
		AIRCRAFT				
** THIS PAGE DOES NOT HAVE TO BE RETURNED **						

SUPERDOME GENERAL INFORMATION

1. DESCRIPTION

Premises – Operations 2008-2009

Projected Admissions: \$52,000,000
 Projected Attendance: 1,200,000

Stadium - Operated by the insured, including use for games or exhibitions of all descriptions and all undertakings operated by the insured.

Escalators - 42

Elevators - 13

Freight Elevator - 1

2. Louisiana Revised Statute 13:5106 imposes limitations as respects liability coverage. A copy of this statute is on file at ORM, and will be sent to the bidder/contractors as requested individually.
3. Exhibitions using the Superdome are required to have \$1,000,000 Combined Bodily Injury/Property Damage Liability Coverage.

4. Miscellaneous Information

A) Actual Total Gross Receipts
 (Fiscal Year 2006-2007):

Rental Income	\$1,445,000	
Food & Beverage	\$4,195,000	(Approximately xx% of this is liquor sales)
Parking	\$1,987,000	
Luxury Seating	\$4,046,000	
Land Lease	\$205,000	
Rights Fees	\$0	
Tours	\$0	
Tenant Rent	\$227,000	
Other	\$1,396,000	
TOTAL	\$13,501,000	

C) Total Gross Receipts:

2002-2003:	\$20,318,000	
2003-2004:	\$19,161,000	
2004-2005:	\$16,711,000	
2005-2006	\$4,523,000	
2006-2007	\$13,501,000	
2007-2008	\$17,500,000	Projected

D) A copy of the latest audited financial statements for Louisiana Stadium and Exposition District is available to any interested bidders/contractors upon written request.

E) The garage square footage is included within the 1,800,000 total square feet.

F) The seating capacity is 73,500.

G) Security guards are armed while in patrol vehicles.

H) A copy of the certificate of insurance showing proof of coverages for Volume Services, Inc. is available to any interested bidder/contractor upon written request. Volume Services is the company that provides food services and concessions for the Superdome.

5. Below is a schedule of events held or to be held in the Superdome for fiscal year 2007-2008.

LOUISIANA SUPERDOME
EVENT SUMMARY DATA
07/01/07-06/30/08

estimate

code	EVENT	Event Date	No of Perf	Attendance
<i>Main Floor</i>				
2164 0001	Saints vs. Buffalo	8/7/2007	1	54,176
2164 0002	Saints vs. Miami	8/7/2007	1	43,321
Football -NFL Preseason			<u>2</u>	<u>97,497</u>
2165 0001	Saints vs. Tennessee	9/24/2007	1	64,714
2165 0002	Saints vs. Carolina	10/7/2007	1	58,750
2165 0003	Saints vs. Atlanta	10/21/2007	1	59,506
2165 0004	Saints vs. Jacksonville	11/4/2007	1	61,214
2165 0005	Saints vs. St. Louis	11/11/2007	1	60,776
2165 0006	Saints vs. Tampa Bay	12/2/2007	1	61,919
2165 0007	Saints vs. Arizona	12/16/2007	1	55,722
2165 0008	Saints vs. Philadelphia	12/23/2007	1	61,409
Football -NFL Regular			<u>8</u>	<u>484,010</u>
2168 0001	Tulane vs Miss St.	9/6/2007	1	12,538
2168 0002	Tulane vs Houston	9/15/2007	1	5,331
2168 0003	Tulane vs Southeastern	9/22/2007	1	5,198
2168 0004	Tulane vs LSU	9/29/2007	1	44,656
2168 0005	Tulane vs Memphis	10/7/2007	1	7,376
2168 0006	Tulane vs Tulsa	11/3/2007	1	2,924
2168 0007	Tulane vs Utep	11/10/2007	1	3,421
Football -College Regular			<u>7</u>	<u>81,444</u>
2169 0001	New Orleans Bowl	12/21/2007	1	10,621
2171 0000	Bayou Classic	11/6/2007	1	44,256
2172 0001	Sugar Bowl	1/1/2008	1	58,277
2172 0002	BCS Championship	1/7/2008	1	70,742
Football -College Bowls			<u>4</u>	<u>183,896</u>
2173 0001	LHSAA Superdome Classic	12/8/2007	5	55,849
2173 0003	HS Allstar Classic	12/15/2007	1	2,353
Football -High School Championships			<u>6</u>	<u>58,202</u>
2309 0000	Essence Festival	7/7/2007	3	106,041
Concerts -Rhythm & Blues			<u>3</u>	<u>106,041</u>
2305 0000	Battle of the Bands	11/1/2007	1	22,551
2962 0000	Endymion Extravaganza	2/2/2008	1	10,000

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		INFORMATION				
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Concerts -Miscellaneous

				2	32,551
2173	0004	HS Doubleheader Game	10/19/2007	2	4,456
2017	0000	Monster Jam	2/23/2008	1	57,327
2196	0003	Mardi Gras Marathon	2/24/2008	1	4,000

Sports Miscellaneous

				4	65,783
2825	0001	International Chiefs of Police	10/16/2007	1	6,590
2358	0000	N O Wine & Food Experience	5/24/2008	1	3,000

Conventions

				2	9,590
2020	0000	World of Wheels	1/8/2008	3	24,240
2613	0000	N.O. Boat Show	3/10/2008	3	4,949
2663	0000	Sportsmen Show	3/31/2008	3	16,500
2677	0000	Home & Garden Show	3/2/2008	4	22,000

Consumer Gated Shows

				13	67,689
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2776	0001	Loyola Commencement	5/10/2008	1	3,000
2776	0002	Tulane Commencement	5/17/2008	1	11,700
2826	0001	Private Dinner/Reception	10/12/2007	0	75
2827	0000	Sugar Bowl Fan Jam	1/1/2008	0	10,000
2803	0000	Thanksgiving Day Service	11/22/2007	0	3,500
2950	0002	MS Pre-Game Tailgating	9/8/2007	0	500
2950	0006	BCS Fan Jam	1/7/2008	0	10,000
2950	0007	Tulane Wave Days	11/3/2007	0	250
2957	0001	Visa Commercial Shoot	7/24/2007	0	300
2957	0002	Cox Video Shoot	8/5/2007	0	0
2957	0003	Video Univ of Alabama	8/6/2007	0	0
2957	0004	Visa Web Commercial	8/15/2007	0	50
2957	0005	NBC Nightly News	8/29/2007	0	0
2957	0006	K-Ville Scene Shoot	9/5/2007	0	0
2957	0007	Subway Commercial Filming	9/11/2007	0	0
2957	0008	Pro's vs. Joes Filming	11/2/2007	0	0
2959	0002	Entrepreneurs Meeting	8/24/2007	0	100
2959	0003	Saints Suite Tasting	8/2/2007	0	500
2959	0004	CBS Sports	8/10/2007	0	0
2959	0005	Hands Around the Dome	9/1/2007	0	100
2959	0007	ESPN Security Staffing	9/24/2007	0	0
2959	0008	Visa Satellite Media Tour	9/18/2007	0	0
2959	0009	ESPN Security-Tulane/LSU	9/29/2007	0	0
2959	0010	Fox Sports Security Staffing	10/7/2007	0	0
2959	0011	Fox Sports Security Falcons	10/21/2007	0	0
2959	0013	State Farm Hospitality	11/24/2007	0	0
2959	0014	CBS Sports Security Staffing	11/4/2007	0	0
2959	0015	Doll & Toy Fund	12/1/2007	1	1,231
2959	0016	Veteran's Day Ceremony	11/12/2007	0	40
2959	0017	Fox Sports Security Staffing	11/11/2007	0	0
2959	0018	NBC Network Staffing	11/24/2007	0	0
2959	0019	Sugar Bowl Hospitality	1/1/2008	0	1,200
2959	0021	Fox Security Staffing	12/2/2007	0	0
2959	0023	Fox Security Sugarbowl	1/1/2008	0	0

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		INFORMATION				
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2959	0024	Fox Security BCS	1/7/2008	0	0
2959	0025	Fox Security Staffing	12/16/2007	0	0
2959	0026	Fox Security Staffing	12/23/2007	0	0
2959	0027	Sugar Bowl Suite Staffing	1/1/2008	0	0
2959	0028	BCS Suite Security Staffing	1/7/2008	0	0
2959	0031	BCS Media Day	1/7/2008	0	500
2959	0032	Move In BCS Security	1/7/2008	0	0
2960	0010	Prior Year Events		0	0
Miscellaneous				<u>3</u>	<u>43,046</u>

Main Arena Totals **54 1,229,749**

Club Lounges

2750	0001	ING Variable Annuities Mtg	9/20/2007	0	0
2750	0002	EMC Corporation Mtg	12/19/2007	0	100
2826	0002	Wendy's Heisman Banquet	12/7/2007	0	100
2877	0001	Jesuit H.S. Homecoming	11/17/2007	0	1,000
2877	0002	Ben Franklin Homecoming	10/13/2007	0	697
2950	0001	Coors Silver Ticket Event	11/2/2007	0	500
2950	0003	Ketel One Reception	9/6/2007	0	100
2950	0004	Sugarbowl Office Reopening	9/20/2007	0	0
2950	0009	LA Athletics Trainers Assoc	12/7/2007	0	70
2950	0010	John Curtis HS Reception	12/7/2007	0	450
2950	0011	Octagon BCS Reception	1/7/2008	0	860
2959	0006	City of N.O. Assessment	10/15/2007	0	0

Club Lounge Totals 0 3,877

Grand Totals 54 1,233,626

6. Safety and security questions answered by SMG/Facility Management of Louisiana, Inc., as follows:

- a. Who is in charge of security: Mr. Roger Kelly, Security Coordinator. How long has this person held this position? Since July 1995.
- b. Are restrooms monitored? yes no
 before event during event after event
- c. Are coolers, thermoses, bottles or cans permitted in the facility during events? yes no
- d. Are banners, flags, or pom-poms permitted in the facility during events? yes no
Provided that they are not attached to poles or any object which could be used as a weapon.
- e. Distance between event areas to the nearest spectator areas: 20' - 100'. What precautions are taken to prevent spectators from entering restricted areas? Both personnel and physical barricades are used.
- f. What is the maximum alcohol content of alcoholic beverages sold? 86-100% proof; wine 19%. What is the maximum alcohol content of alcoholic beverages served? Same %. Are security personnel present at alcohol distribution sites? yes no. What procedures are used for control of consumption? Security officers, police officers, and ushers are present at various locations throughout the building.
- f. Describe equipment used and safety precautions taken for TV media used in the facility. (i.e. placement of wires, power equipment secured, placement of tripod cameras, etc.)
All media equipment is closely monitored to prevent such hazards. Wires, etc. are either covered with matting and identified accordingly or they are flown overhead. Power equipment is barricaded and stored away from common public areas. Cameras placed in public areas are provided with a security officer as needed.

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7. Building emergency plans and procedures:

EMERGENCY PLAN

The following is a plan to prepare for an emergency and for conducting employee activity should there be an emergency in the Louisiana Superdome.

Before each event:

- 1) Each employee should be familiar with the quadrant level to which he or she is assigned, know the location of the nearest telephone, the closest person with a radio, the nearest exit ramp, stairways and escalators, the location of fire extinguishers and alarm pull stations, know their Supervisor and know their fellow employees including police and firemen.
- 2) Each employee should know the location of the handicap area and first-aid station behind Section 131.
- 3) Immediately upon arrival at your assigned positions, check for possible hazards such as broken fire equipment or doors, water on the floor, tripping hazards, dark walkways, etc.
- 4) Employees assigned to areas near escalators should make sure they know how the escalators are stopped.

When an Emergency Happens:

- 1) When an emergency occurs notify Security Control on extension 3900 or on the radio channels 1 or 3 and give the following information:
 - a) State the nature of the emergency by the following code:
 - 51 B for a bomb scare
 - 52 F for a fire
 - 103 F for a fight
 - 10-2B do not transmit
 - b) State the exact location of the emergency
 - c) State if assistance is required

Until assistance arrives, clear the area of distraction and maintain concentration on the emergency.
- 2) The Director of Security or his representative will coordinate emergency procedures and activate a command with the senior staff officer in charge of the building, the Director of Safety, the Vice-President of Operations, and the ranking N.O.P.D. and N.O.F.D. representatives present in the building.
- 3) Announcements on the public address system will be made only by an announcer designated by the senior SMG Officer present and only when informed to do so by that Officer.
- 4) Electricians and plumbers will report to Engineering Control and stand by for instructions.
- 5) The Chief Operating Engineer will be sure that the emergency generators are ready for use and be ready to shut down fans or other equipment as required.
- 6) The Security Supervisor will report to Security Control.
- 7) If evacuation is necessary, Units 5617 (mobile unit) and 5620 (assistant watch commander) and ushers will report to the wheelchair (handicapped) area and take charge of directing these patrons to the most available means of egress.
- 8) Security units will report as follows:
 - a) Unit 5626 to SE Ogden Employee Entrance
 - b) Unit 5628 to SW Employee Entrance
 - c) Unit 5621 to SMG ticket office
 - d) Unit 5627 to South Gate and be ready to raise doors as required

- 9) All reserve officers including N.O.P.D. interior officers will remain at their post to direct patrons to the closest ramps.

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- 10) South Gate personnel will man the gate to admit fire, police, and emergency vehicles only.
- 11) The reserve officer assigned or the report writer will escort any lost children in his care to the nearest exit.
- 12) Officers stationed at exit gates will insure that all doors in their area are open.
- 13) Louisiana State Police have the primary responsibility to preserve the safety and well being of the Governor and his guests.
- 14) Ushering service will remain on station to direct patrons to a safe means of egress.

BOMB THREAT PROCEDURE

This procedure assumes that the Facility Management of Louisiana, Inc., personnel who are on duty at the time of a bomb threat are familiar with the "emergency during an event" procedure and the fire procedure. These procedures provide the employee with a knowledge of the administrative and operational structure of SMG and the Superdome features which can be very helpful in carrying out any plan to meet the threat of a bomb or any other destructive device being placed in the building.

There is no single course of action that will always be suitable for all bomb threats. Each situation **must** be evaluated individually and a course of action determined by the senior SMG staff officers present. If it has been decided that a bomb threat does exist, the following parties will report to the command post.

Director of Events
 Maintenance Supervisor
 Building Engineer
 Electrician and other Craft Supervisor
 Director of Security
 Lessee of His Representative
 Director of Safety
 Head Usher
 Ranking Police Officer

The senior staff officer in charge will make the decisions about evacuating an area or the entire building and about any search which might be initiated. All radio channels will cease to operate and the telephone used for communication. All available personnel will be used to prevent additional persons from entering the building or identified bomb area.

EVACUATION

If time permits, personnel will be marshaled and instructed on how to facilitate an evacuation prior to any PA announcements.

Before any announcement to evacuate is made, the following steps will be taken:

- 1) Turn off all escalators.
- 2) Turn off all elevators and return them to ground level.
- 3) Ushers and other employees will carry out instructions in which seating areas agree to be emptied and on directing patrons to proper evacuation routes.
- 4) House control personnel will stand by to assist in the making of any announcements on the PA system or flashing messages on the message board.
- 5) Engineering personnel should turn off gas and fuel in the suspected area or to the entire building if necessary.
- 6) Prior to leaving the building, employees will unlock desks, lockers, doors and file cabinets. Evacuees should remove all purses, attache cases, personal packages and lunch boxes.

SEARCH

Search teams will be formed with a full-time employee as captain of each team.

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Each searcher should have a flashlight, knife, standard and Phillips screwdriver, tape, twine, chalk or crepe paper to mark searched areas.

Unless otherwise directed, the normal search sequence is to start on the outside and work toward the inside. Once inside, start at the lowest level and work upward. When entering an area where the lights are off, it is advisable to leave lights off. Use flashlights. Once in a room searchers should stop and listen for any unusual noises.

Prior to a physical search of a room, a visual search should be made of all levels from the floor to the ceiling. The physical search should start from the sides of an area working toward the center.

Each search team should note all items searched in an area.

If a device or suspect device is located, **DO NOT TOUCH IT** and do not assume it to be the only one. Note its location, description and proximity to utilities (gas lines, water pipes, electrical panels). Relay this information to the Command post, then clear and secure the area. Only trained personnel should handle the device. A discovery of a device does not end the search. More devices may be present and search efforts **must** continue until the entire facility has been checked. Should a bomb be located, police officers will be notified, request the presence of a Bomb Unit to facilitate the removal and investigate the bomb.

FIRE PROCEDURE

In the event there is reason to believe there is a fire in the building, call Engineering Control (3862) immediately for assistance. From information given, personnel will be dispatched to assist in locating the source of the suspected fire.

If there is a fire, the following procedures will be adhered to:

I. PERSONNEL

- A. Anyone being notified of a fire in the building or anyone discovering a fire or responding to an activated fire alarm and finding a fire **shall**, first, call Engineering Control (3862) by radio or telephone and tell the Operator the location of the fire. If a radio is not available and a telephone is not close by, proceed to locate either one as quickly as possible. If you activate a fire alarm pull box, continue searching for a radio or telephone to assure that positive voice contact is made with Engineering Control. When there is a fire, regardless of size, Engineering Control will notify the Fire Department.
- B. While waiting for the Fire Department to respond, an attempt should be made to fight the fire with material and equipment on hand.
- C. If the situation is not under control, be prepared to assist the building occupants in an orderly evacuation of the building.
- D. Above all else, EXERCISE GOOD COMMON SENSE AND JUDGEMENT. Remember, if there is a fire, notify Engineering Control to call the Fire Department first and then do whatever fire fighting that can be done.

II. ADMINISTRATIVE STAFF PERSONNEL

- A. Upon notification of a fire, or an activated alarm, the highest ranking staff member will determine, from the information available, the gravity of the situation. If no information has been supplied, other than an activated alarm, proceed immediately to the indicated area to investigate the cause for the alarm. If no action has been taken, do what is necessary on the spot. Dispatch available personnel to the South Gate loading area and Southwest Employee entrance to assist Fire Department personnel entering the facility.
- B. Notify Engineering Control of the situation in order that they might set in motion their fire procedures such as cutting off power, water, steam, air and HVAC in the area(s) of a fire.
- C. If a fire should occur during an event and efforts to extinguish the fire have not been successful, take necessary action to notify the audience. This notification **shall** be made at the direction of the senior staff officer in charge and be made by the Announcer. The information **shall** be given over the house paging system to give the most expeditious route of egress from the facility.

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"Ladies and Gentlemen-there is no apparent danger, however a minor fire has been detected in the building and, as a precautionary measure, the management of the Superdome requests that all persons be cleared immediately and more to the outside of the building by way of ramps. Emergency personnel have been alerted and will assist in this move. Please walk to the nearest ramp. The ramps are the safest and quickest way out."

When making this announcement, it is mandatory to do so in a calm manner trying to avoid instilling a feeling of panic. Coordinate this evacuation utilizing police and crowd control personnel.

III. PUBLIC SERVICE PERSONNEL

- A. In the event that the above announcement is made, proceed immediately to the outer concourse dormitories and exit doors to aid in expediting evacuation of the building. Lend any assistance necessary to the handicapped and stay on station until it has been determined that the building has been completely evacuated.

IV. SECURITY PERSONNEL

- A. Security Control - First notify Engineering Control by using the pick-up phones. Notify SW Employee Entrance Guard (2028), South Gate Loading Area Guard (2027) by phone and radio giving exact location of fire, senior staff officer in charge and the Director of Security.
- B. SW Employee Entrance Guard - Upon notification of fire, locate and have Fire Protection Pak* ready to give to arriving firemen along with directions to the fire location. Prohibit non-emergency personnel from entering building.
- C. South Gate Guard - Fully open both gates and leave open, admitting only emergency vehicles and personnel. Give arriving firemen directions to fire location and Fire Protection Pak*.

*Fire Protection Pak: Set of building plans showing locations of fire hose cabinets and sprinkler system valves, instructions for security personnel, etc.

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NEW ORLEANS SPORTS ARENA GENERAL INFORMATION

1. Miscellaneous Information

- A) Escalators - 7
Elevators - 5
Freight Elevator - 2
 - B) There are nine (9) Box Offices at the Arena. Cash is transported to the Superdome for pickup. The Accounting Office is maintained at the Superdome.
 - C) Patrons park in the Superdome garage. The Arena is closed to the public on non-event days, except to buy tickets, and Superdome security patrols the area.
 - D) Two (2) security guards are assigned to the arena.
 - E) The Arena is run in direct conjunction with the Superdome. The emergency, fire and evacuation procedures are handled the same as in the Superdome.
 - F) Arena Seating Capacity is 18,500.
 - G) **Total Gross Receipts:**

2002-2003:	\$6,500,000	
2003-2004:	\$6,200,000	
2004-2005:	\$4,760,000	
2005-2006	\$1,400,000	
2006-2007	\$6,400,000	
2007-2008	\$6,696,000	Projected
- The New Orleans Sports Arena officially opened in October 1999.
- H) The projected attendance for all events held in the Arena in FY 2008-2009 is 880,000, including Hornets games attendance.
 - I) The Arena does co-promote concerts (country music concerts, in the past) only a couple times a year. All proceeds of a co-promoted concert are split 50-50 by the LSED and the promoter/management group.

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2. Below is a schedule of events held or to be held in the New Orleans Sports Arena in fiscal year 2007-2008.

NEW ORLEANS ARENA
EVENT SUMMARY DATA
07/01/07-06/30/08

estimate

EVENT			Event Date	No Of Perf	Attend
1001	0000	Barnum & Baily Circus	6/23/2008	7	31,500
1011	0001	Haarlem Globetrotters	3/15/2008	1	5,352
1012	0000	Sesame Street	10/25-28/07	8	20,264
Family Shows				<u>16</u>	<u>57,116</u>
1126	0000	NBA All-Star Game	2/17/2008	3	35,014
1127	0001	Hornets/Indiana	10/15/2007	1	3,570
1127	0002	Hornets/Atlanta	10/24/2007	1	4,151
NBA Basketball - Exhibition				<u>5</u>	<u>42,735</u>
1128	0001	Hornets/Sacramento	10/31/2007	1	11,197
1128	0002	Hornets/Portland	11/2/2007	1	7,695
1128	0003	Hornets/San Antonio	11/9/2007	1	13,677
1128	0004	Hornets/Philadelphia	11/14/2007	1	5,993
1128	0005	Hornets/Orlando	11/19/2007	1	10,046
1128	0006	Hornets/Indiana	11/21/2007	1	8,660
1128	0007	Hornets/Minnesota	11/26/2007	1	4,785
1128	0008	Hornets/Dallas	12/1/2007	1	9,616
1128	0009	Hornets/Detroit	12/5/2007	1	8,252
1128	0010	Hornets/Memphis	12/7/2007	1	7,302
1128	0011	Hornets/Seattle	12/9/2007	1	8,276
1128	0012	Hornets/Phoenix	12/15/2007	1	11,504
1128	0013	Hornets/Minnesota	12/22/2007	1	9,064
1128	0014	Hornets/Cleveland	12/29/2007	1	15,662
1128	0015	Hornets/Toronto	12/31/2007	1	8,307
1128	0016	Hornets/L A Lakers	1/9/2008	1	14,154
1128	0017	Hornets/Miami	1/11/2008	1	13,726
1128	0018	Hornets/Seattle	1/16/2008	1	7,608
1128	0019	Hornets/Charlotte	1/18/2008	1	10,830
1128	0020	Hornets/Milwaukee	1/21/2008	1	9,280
1128	0021	Hornets/Portland	1/23/2008	1	9,116
1128	0022	Hornets/L A Clippers	1/25/2008	1	11,304
1128	0023	Hornets/Denver	1/28/2008	1	13,892
1128	0024	Hornets/Golden State	1/30/2008	1	13,052
1128	0025	Hornets/Memphis	2/9/2008	1	15,148
1128	0026	Hornets/Dallas	2/20/2008	1	14,231
1128	0027	Hornets/Houston	2/22/2008	1	16,405
1128	0028	Hornets/Washington	2/25/2008	1	8,902
1128	0029	Hornets/Phoenix	2/27/2008	1	16,483
1128	0030	Hornets/Utah	2/29/2008	1	14,815
1128	0031	Hornets/Atlanta	3/5/2008	1	10,585
1128	0032	Hornets/New Jersey	3/7/2008	1	14,482
1128	0033	Hornets/San Antonio	3/12/2008	1	14,687
1128	0034	Hornets/L A Lakers	3/14/2008	1	17,043
1128	0035	Hornets/Chicago	3/17/2008	1	11,479

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1128	0036	Hornets/Houston	3/19/2008	1	16,614
1128	0037	Hornets/Boston	3/22/2008	1	14,000
1128	0038	Hornets/New York	4/4/2008	1	14,000
1128	0039	Hornets/Golden State	4/6/2008	1	14,000
1128	0040	Hornets/Utah	4/8/2008	1	14,000
1128	0041	Hornet/LA Clippers	4/15/2008	1	14,000
		NBA Basketball - Regular		<u>41</u>	<u>483,872</u>
1134	0001	Xavier/Dillard Bsktball	3/1/2008	2	2,939
1134	0002	Tulane Bsktball	1/2/2008	2	1,555
		NCAA Basketball - Reg		<u>2</u>	<u>1,555</u>
1136		Final Four - Women's Regional	3/1/2008		
		NCAA Basketball-Tournament		<u>0</u>	<u>0</u>
1176	0001	VOODOO VS. ORLANDO	3/9/2008	1	7,896
1176	0002	VOODOO VS. TAMPA BAY	3/16/2008	1	6,667
		VOODOO VS. CLEVELAND			
1176	0003	AFL	3/21/2008	1	7,200
1176	0004	VOODOO VS. SAN JOSE	4/5/2008	1	7,200
1176	0005	VOODOO VS. UTAH BLAZE	4/25/2008	1	7,200
1176	0006	VOODOO VS. GEORGIA	5/26/2008	1	7,200
1176	0007	VOODOO VS. COLUMBUS	5/30/2008	1	7,200
		VOODOO VS. GRAND			
1176	0008	RAPIDS	6/21/2008	1	7,200
		Arena Football Regular		<u>8</u>	<u>57,763</u>
1177	0001	Arena Bowl XXI 2007	7/7/2007	1	12,591
		Arena Football Playoffs		<u>1</u>	<u>12,591</u>
1186	0001	WWE Wrestling	7/9/2007	1	5,874
1190	0000	Tennis	9/1/2007	1	1,937
		Sports Miscellaneous		<u>2</u>	<u>7,811</u>
1300	0168	Nickelback	8/17/2007	1	12,357
1300	0158	Tool	11/17/2007	1	10,048
1300	0063	Van Halen	2/8/2008	1	13,821
1300	0071	Rush	4/19/2008	1	11,000
1300	0273	311 Concert	3/11/2008	1	12,340
1300	0204	Blue Man Group	3/18/2008	1	2,536
1300	0280	Michael Buble'	2/26/2008	1	8,732
		Concerts - Rock		<u>7</u>	<u>70,834</u>
1301	0030	Rascal Flatts	2/28/2008	1	14,392
		Concerts - Country		<u>1</u>	<u>14,392</u>
1302	0022	Screamfest	8/3/2007	1	10,435
1302	0027	Chris Brown	1/13/2008	1	11,752
1302	0030	Big Easy Blues	1/19/2008	1	3,849
1302	0031	Ladies Night Out	3/8/2008	1	5,800
1302	0032	Mary J Blige	4/9/2008	1	10,000

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1305	0020	R Kelly	11/30/2007	1	9,437
		Concerts - Rhythm & Blues		6	51,273
1305	0145	Hannah Montana	1/26/2008	1	15,969
1305	0090	Transiberian Orch	11/10/2007	1	3,604
		Concerts - Misc		2	19,573
1305	0074	Post Game Concert	11/9/2007	0	0
1959	0002	Hornets Select a seat	8/26/2007	0	600
1959	0003	Honeybee Tryouts	7/15/2007	0	200
1959	0004	Arena Bowl ESPN	7/29/2007	0	0
1959	0005	Arena Bowl Fan Fest	7/29/2007	0	0
1959	0006	Arena Bowl Rehearsal	7/28/2007	0	0
1959	0007	Hornets Stinger Tryouts	8/5/2007	0	150
1959	0008	Hornets Entertainment	9/22/2007	0	200
1959	0009	V Day Event	4/12/2008	1	7,000
1959	0010	Hornets Open House	cancelled	0	0
1959	0011	Hornets Media Day	10/1/2007	0	300
1959	0012	Hornets Training Day	10/5/2007	0	0
1959	0013	Hornets Dunk Team	10/16/2007	0	50
1959	0014	Hornets Practice	10/29/2007	0	0
1959	0015	Hornets Rehearsal	10/30/2007	0	0
1959	0016	Hornets Dance Clinic	11/18/2007	0	0
1959	0018	BCS Hospitality	1/7/2008	1	1,200
1959	0019	Daughters of Charity	12/14/2007	0	125
1959	0022	Hornets Post Game	12/7/2007	0	50
1959	0023	Fox Pregame Party	1/7/2008	0	250
1959	0025	Hornets Open Practice	1/20/2008	0	0
1960	0005	Prior Year Events		0	0
		Miscellaneous		2	10,125
		Grand Total		94	831,110

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SCHEDULE C
PREMIUM AND LOSS EXPERIENCE INFORMATION

Loss Experience
As of March 25, 2008

<u>Period</u>	<u>Coverage</u>	<u>Total No. of Claims</u>	<u>Open</u>	<u>Closed</u>	<u>Insured Losses</u>	
07-01-2002/2003	CGL	36	5	31	\$331,660	Paid
					\$367,196	Incurred
07-01-2003/2004	CGL	30	5	25	\$276,163	Paid
					\$502,355	Incurred
07-01-2004/2005	CGL	18	4	14	\$103,425	Paid
					\$127,730	Incurred
07-01-2005/2006	CGL	3	2	1	\$30,505	Paid
					\$91,352	Incurred
07-01-2006/2007	CGL	39	19	20	\$247,333	Paid
					\$682,556	Incurred
07-01-2007/2008	CGL	14	11	3	\$6,789	Paid
					\$32,163	Incurred

Detail of Losses over \$50,000
As of March 25, 2008

LOSS DATE	LOSS DESCRIPTION	CLAIM STATUS	TOTAL EXPERIENCE
10/27/2002	Injured left knee allegedly when the elevator in which was riding came to an abrupt stop	Closed	\$89,903.60
1/4/2003	Trip and fall in the garage	Closed	\$94,853.54
1/4/2004	Elevator fall	Open	\$170,000.00
1/24/2004	Slip and fall	Closed	\$88,606.13
2/21/2004	Fell over railing resulting in death	Open	\$70,000.00
3/13/2005	Tripped on stairs	Closed	\$60,446.08
7/3/2005	Plaintiff is alleging that she slipped and fell on an unknown substance during a public event. She is alleging physical and emotional injuries.	Open	\$58,100.00
9/25/2006	Claimant slipped and fell on ramp near section 604	Open	\$109,450.00
12/17/2006	Claimant slipped and fell in the dome on the ramp system	Open	\$95,000.00
1/13/2007	Claimant slipped and fell on the steps leading to his seat, injuring his back and hip	Open	\$83,145.00

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Past Excess Insurers and Premium

<u>Period</u>	<u>Company/Agent</u>	<u>Coverage</u>	<u>Premium</u>
07-01-02/03	American Alternative Ins. Corp. / Risk Services of LA	\$2,000,000 Primary Liability	\$1,758,952
07-01-02/03	Insurance Co. of State of PA / Risk Services of LA	\$3,000,000 excess liability over \$2,000,000	\$375,000
07-01-02/03	National Union Fire Ins. Co. / Risk Services of LA	\$20,000,000 excess liability over \$5,000,000	\$341,310
07-01-02/03	Lumbermen's Mutual Casualty Co. / Risk Services of LA	\$30,000,000 excess liability over \$25,000,000	\$172,500
07-01-02/03	Gulf Insurance Co. / Risk Services of LA	\$10,000,000 part of \$20,000,000 excess liability over \$55,000,000	\$55,000
07-01-02/03	Insurance Co. of State of PA / Risk Services of LA	\$10,000,000 part of \$20,000,000 excess liability over \$55,000,000	\$55,000
07-01-02/03	Westchester Fire Insurance Co. / Risk Services of LA	\$25,000,000 excess liability over \$75,000,000	\$87,500

<u>Period</u>	<u>Company/Agent</u>	<u>Coverage</u>	<u>Premium</u>
07-01-03/04	American Alternative Ins. Corp. / Risk Services of LA	\$2,000,000 Primary Liability	\$1,758,952
07-01-03/04	Insurance Co. of State of PA / Risk Services of LA	\$3,000,000 excess liability over \$2,000,000	\$375,000
07-01-03/04	National Union Fire Ins. Co. / Risk Services of LA	\$25,000,000 excess liability over \$5,000,000	\$373,810
07-01-03/04	St. Paul Fire & Marine Insurance Co. / Risk Services of LA	\$25,000,000 excess liability over \$30,000,000	\$140,000
07-01-03/04	Gulf Insurance Co. / Risk Services of LA	\$10,000,000 part of \$20,000,000 excess liability over \$55,000,000	\$55,000
07-01-03/04	Insurance Co. of State of PA / Risk Services of LA	\$10,000,000 part of \$20,000,000 excess liability over \$55,000,000	\$55,000
07-01-03/04	Westchester Fire Insurance Co. / Risk Services of LA	\$25,000,000 excess liability over \$75,000,000	\$87,500

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Past Excess Insurers and Premium, continued

<u>Period</u>	<u>Company/Agent</u>	<u>Coverage</u>	<u>Premium</u>
07-01-04/05	American Alternative Ins. Corp. / Risk Services of LA	\$2,000,000 Primary Liability	\$1,758,952
07-01-04/05	Insurance Company of the State of PA / Risk Services of LA	\$3,000,000 excess liability over \$2,000,000	\$375,000
07-01-04/05	National Union Fire Ins. Co. / Risk Services of LA	\$25,000,000 excess liability over \$5,000,000	\$373,810
07-01-04/05	St. Paul Fire & Marine Insurance Co. / Risk Services of LA	\$25,000,000 excess liability over \$30,000,000	\$140,000
07-01-04/05	Gulf Insurance Co. / Risk Services of LA	\$10,000,000 part of \$20,000,000 excess liability over \$55,000,000	\$55,000
07-01-04/05	Insurance Company of the State of PA / Risk Services of LA	\$10,000,000 part of \$20,000,000 excess liability over \$55,000,000	\$55,000
07-01-04/05	Westchester Fire Insurance Co. / Risk Services of LA	\$25,000,000 excess liability over \$75,000,000	\$87,500
<hr/>			
<u>Period</u>	<u>Company/Agent</u>	<u>Coverage</u>	<u>Premium</u>
07-01-05/06	National Union Fire Insurance Co. of Louisiana / Risk Services of LA	\$20,000,000 excess liability over \$5,000,000 self insured retention	\$315,781
07-01-05/06	St. Paul Fire and Marine Insurance Co. / Risk Services of LA	\$25,000,000 excess liability over \$25,000,000	\$154,000
07-01-05/06	Chubb Custom Insurance Co. / Risk Services of LA	\$25,000,000 excess liability over \$50,000,000	\$100,000 tax \$5,000
07-01-05/06	Westchester Fire Insurance Co. / Risk Services of LA	\$25,000,000 excess liability over \$75,000,000	\$87,500

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
SMP-18		PREMIUM AND	*	May 7, 2008	*	16 of 60
		LOSS EXPERIENCE				
** THIS PAGE DOES NOT HAVE TO BE RETURNED **						

Past Excess Insurers and Premium, continued

<u>Period</u>	<u>Company/Agent</u>	<u>Coverage</u>	<u>Premium</u>
07-01-06/07	National Union Fire Insurance Co. of Louisiana / Risk Services of LA	\$20,000,000 excess liability over \$5,000,000 self insured retention	\$315,045
07-01-06/07	St. Paul Fire and Marine Insurance Co. / Risk Services of LA	\$25,000,000 excess liability over \$25,000,000	\$154,000
07-01-06/07	Chubb Custom Insurance Co. / Risk Services of LA	\$25,000,000 excess liability over \$50,000,000	\$100,000 tax \$5,000
07-01-06/07	Westchester Fire Insurance Co. / Risk Services of LA	\$25,000,000 excess liability over \$75,000,000	\$87,500

<u>Period</u>	<u>Company/Agent</u>	<u>Coverage</u>	<u>Premium</u>
07-01-07/08	National Union Fire Insurance Co. of Louisiana / Risk Services of LA	\$20,000,000 excess liability over \$5,000,000 self insured retention	\$315,781
07-01-07/08	St. Paul Fire and Marine Insurance Co. / Risk Services of LA	\$25,000,000 excess liability over \$25,000,000	\$154,000
07-01-07/08	Chubb Custom Insurance Co. / Risk Services of LA	\$25,000,000 excess liability over \$50,000,000	\$100,000 tax \$5,000
07-01-07/08	Westchester Fire Insurance Co. / Risk Services of LA	\$25,000,000 excess liability over \$75,000,000	\$87,500

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
SMP-18		PREMIUM AND	*	May 7, 2008	*	17 of 60
		LOSS EXPERIENCE				
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**Loss History for Superdome and Arena*
As of March 25, 2008**

**From July 1, 2002 through June 30, 2005 General Liability for the Superdome and Arena was 100% commercial. This report shows expenses incurred by the Office of Risk Management (ORM). ORM did not incur any expenses during fiscal year 2003-2004.*

State of Louisiana

**CGL Losses w/ no SIR
07/01/2002 - 06/30/2005**

Location	Loss Date	Claim Description	St	Paid Total	Incurred Total
Period: 2002/07/01 (7/1/2002 - 6/30/2003)					
0250	10/27/2002	SLIP AND FALL IN A RESTROOM IN THE SUPERDOME WHILE ATTENDING A SAINTS FOOTBALL GAME	F	878.85	878.85
Total By Period:				1 Claims	
				878.85	878.85
Period: 2004/07/01 (7/1/2004 - 6/30/2005)					
0250	7/8/2004	TRIP AND FALL ON ESCALATOR	F	691.89	691.89
0257	5/14/2005	ON OR ABOUT MAY 14, 2005, CLAIMANT EXITED THE AISLE AND BEGAN DESCENDING THE STAIRS TO RECEIVE A T-SHIRT, WHEN SHE SLIPPED ON SOME TYPE OF STANDING LIQUID/SPILLED BEVERAGE AND LANDED ON THE CEMENT STAIRS INJURING HER HEAD, NECK AND BACK.	F	907.47	907.47
Total By Period:				2 Claims	
				1,599.36	1,599.36
Grand Totals:				3 Claims	
				2,478.21	2,478.21

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
SMP-18		PREMIUM AND	*	May 7, 2008	*	18 of 60
		LOSS EXPERIENCE				
** THIS PAGE DOES NOT HAVE TO BE RETURNED **						

Loss History for Superdome and Arena
As of March 25, 2008**

****Beginning July 1, 2005 the Office of Risk Management (ORM) implemented a \$5,000,000 self-insured retention for General Liability for the Superdome and Arena. This report contains losses incurred by ORM from July 1, 2005 through March 25, 2008.**

State of Louisiana

**CGL Losses \$5M SIR
07/01/2005 - 03/25/2008**

Location	Loss Date	Claim Description	St	Paid Total	Incurred Total
Period: 2005/07/01 (7/1/2005 - 6/30/2006)					
0250	7/2/2005	GUARD MOVED BARRICADE ACCIDENTALLY STRUCK CLAIMANT'S FOOT	F	11,251.80	11,251.80
0250	7/3/2005	PLAINTIFF IS ALLEGING THAT SHE SLIPPED AND FELL ON AN UNKNOWN SUBSTANCE DURING A PUBLIC EVENT. SHE IS ALLEGING PHYSICAL AND EMOTIONAL INJURIES.	O	5,829.90	58,100.00
0250	8/26/2005	PLTF SLIPPED/FELL AT A FOOTBALL GAME	O	13,423.07	22,000.00
0250	8/29/2005	INJURIES INSIDE THE DOME DURING HURRICANE KATRINA EVACUATION	O	0.00	0.00
Total By Period:				4 Claims	
				30,504.77	91,351.80
Period: 2006/07/01 (7/1/2006 - 6/30/2007)					
0257	8/19/2006	CLMT SLIPPED/FELL ON STAIRWELL AT N.O. ARENA, CLAIMING INADEQUATE LIGHTING	F	6,175.26	6,175.26
0257	8/20/2006	SLIP AND FALL AT A MAZE CONCERT	O	4,542.47	10,100.00
0250	9/25/2006	SLIP/FALL @ SAINTS/ATLANTA GAME. REPORTED BY CLMT 8 DAYS LATER.	F	3,017.50	3,017.50
0250	9/25/2006	CLMT SLIPPED/FELL ON RAMP NEAR SECTION 604	O	8,436.79	109,450.00
0250	10/28/2006	CLMT ALLEGES SMG EMPLOYEE STRUCK AND BEAT HIM CAUSING INJURIES.	F	75.56	75.56
0250	10/29/2006	CLMT SLIPPED/FELL IN TUNNEL EXITING SEATING AREA	F	90.00	90.00
0250	10/29/2006	CLMT SLIPPED ON RAMP INJURING HER LEFT KNEE	O	1,429.14	30,850.00
0250	11/19/2006	CLMT SLIPPED/FELL IN DOME	O	7,447.58	33,100.00
0250	12/3/2006	CLMT ALLEGES MALFUNCTIONING ESCALATOR CAUSED HER FALL	O	493.50	600.00
0250	12/17/2006	CLMT INJURED IN FALL AT SAINTS GAME	F	13,752.50	13,752.50
0250	12/17/2006	CLMT SLIPPED/FELL IN SUPERDOME	F	23,230.03	23,230.03
0250	12/17/2006	CLMT SLIPPED/FELL ON RAMP	F	125.00	125.00
0250	12/17/2006	CLMT SLIPPED FELL IN THE DOME ON THE RAMP SYSTEM	O	4,704.00	95,000.00
0250	12/21/2006	CLMT SLIPPED/FELL ON RAMP	F	49,057.35	49,057.35
0250	1/3/2007	CLMT SLIPPED/FELL IN DOME	F	15,677.50	15,677.50
0250	1/3/2007	CLMT SLIPPED/FELL ON RAMP NEAR SECTION 533	O	65.00	2,250.00
0250	1/13/2007	CLMT SLIPPED IN SUPERDOME DUE TO HUMIDITY	O	40.00	10,500.00
0250	1/13/2007	CLMT SLIPPED/FELL INJURING HER RIGHT ARM	F	12,857.50	12,857.50
0250	1/13/2007	CLMT SLIPPED/FELL ON DOWN RAMP, FALLING ON HIS BACK	O	7,421.84	9,421.84
0250	1/13/2007	CLMT SLIPPED/FELL ON RAMP, BREAKING RT ARM	F	1,720.92	1,720.92
0250	1/13/2007	CLMT SLIPPED/FELL ON RAMP, INJURING HER RT ELBOW	F	9,002.95	9,002.95
0250	1/13/2007	CLMT SLIPPED/FELL ON RAMP, INJURING HER RT ELBOW	F	0.00	0.00

Loss History for Superdome and Arena
As of March 25, 2008**

State of Louisiana

**CGL Losses \$5M SIR
07/01/2005 - 03/25/2008**

Location	Loss Date	Claim Description	St	Paid Total	Incurred Total
Period: 2006/07/01 (7/1/2006 - 6/30/2007)					
0250	1/13/2007	CLMT SLIPPED/FELL ON RAMP, INJURING HER LT HIP AND BACK	F	895.50	895.50
0250	1/13/2007	CLMT SLIPPED/FELL ON RAMP, INJURING ARM	F	32,024.68	32,024.68
0250	1/13/2007	CLMT SLIPPED/FELL ON RAMP, INJURING HER RT SIDE	F	0.00	0.00
0250	1/13/2007	CLMT SLIPPED/FELL, BREAKING HER LEFT WRIST	F	7,227.50	7,227.50
0250	1/13/2007	CLMT SLIPPED/FELL ON THE STEPS LEADING TO HIS SEAT, INJURING HIS BACK AND HIP	O	3,472.88	83,145.00
0250	1/13/2007	CLMT SLIPPED/FELL ON RAMP, INJURING HIMSELF	F	0.00	0.00
0250	1/13/2007	CLMT SLIPPED/FELL, CAUSING A CUT OVER HIS LEFT EYE THAT REQUIRED TWO STITCHES	F	3,688.50	3,688.50
0250	1/13/2007	CLMT SLIPPED/FELL IN SUPERDOME DURING PLAYOFF GAME VS. EAGLES	O	0.00	10,100.00
0250	1/13/2007	PLTF SLIPPED/FELL DURING SAINTS/EAGLES PLAY OFF GAME	O	0.00	10,100.00
0250	1/13/2007	CLMT SLIPPED/FELL ON STAIRS IN SECTION 504	F	8,456.50	8,456.50
0250	1/13/2007	CLMT SLIPPED AT DOME WHILE RAISING ONE FOOT TO HAVE HER HUSBAND TIE HER SHOE.	O	85.00	10,500.00
0250	1/13/2007	CLMT SLIPPED/FELL ON RAMP, HITTING HER HEAD.	F	2,294.09	2,294.09
0250	1/13/2007	CLMT SLIPPED/FELL ON RAMP	F	16,408.00	16,408.00
0250	1/13/2007	CLMT SLIPPED/FELL IN SUPERDOME	F	2,127.50	2,127.50
0250	1/13/2007	CLMT SLIPPED/FELL IN DOME	O	315.00	10,415.00
0250	1/13/2007	CLMT SLIPPED/FELL IN SUPERDOME	O	508.37	10,350.00
0250	1/13/2007	CLMT SLIPPED/FELL ON RAMP	O	467.50	10,570.00
0250	1/13/2007	CLMT SLIPPED/FELL IN SUPERDOME	O	0.00	13,100.00
0250	1/13/2007	CLMT SLIPPED ON INTERIOR RAMP SYSTEM	O	0.00	13,100.00
0257	5/25/2007	CLMT SLIPPED/FELL ON WET SUBSTANCE IN NEW ORLEANS ARENA WHILE ATTENDING A CONCERT	O	0.00	2,000.00
Total By Period:				42 Claims	
				247,333.41	682,556.18
Period: 2007/07/01 (7/1/2007 - 6/30/2008)					
0250	7/7/2007	CLMT ALLEGES SHE SLIPPED ON WATER ON THE FLOOR	F	592.50	592.50
0250	8/27/2007	CLMT STRUCK CHAIN IN PARKING LOT. THERE WAS NO SIGN HANGING FROM THE CHAIN TO WARN MOTORISTS.	F	3,911.52	3,911.52
0250	9/24/2007	CLMT ALLEGES HE SLIPPED AND FELL NEAR A CONCESSION STAND.	O	492.50	500.00
0250	10/7/2007	CLMT SLIPPED ON WET SUBSTANCE ON THE RAMP.	O	0.00	1,400.00
0250	10/7/2007	CLMT SLIPPED AND FELL IN LIQUID ON THE GROUND NEAR HIS SEAT	O	0.00	10,100.00

Loss History for Superdome and Arena
As of March 25, 2008**

State of Louisiana

**CGL Losses \$5M SIR
07/01/2005 - 03/25/2008**

Location	Loss Date	Claim Description	St	Paid Total	Incurred Total	
Period: 2007/07/01 (7/1/2007 - 6/30/2008)						
0257	11/9/2007	CLMT ALLEGES A SCREW IN THE TURNSTYLE RIPPED HER PANTS.	F	59.41	59.41	
0250	12/16/2007	ELEVATOR DROP	O	0.00	3,500.00	
0250	12/16/2007	ELEVATOR DROP	O	0.00	2,000.00	
0250	12/16/2007	ELEVATOR DROP	O	0.00	2,000.00	
0250	12/16/2007	ELEVATOR DROP	O	0.00	2,000.00	
0250	12/16/2007	ELEVATOR DROP	O	0.00	2,000.00	
0250	12/16/2007	ELEVATOR DROP	O	0.00	2,000.00	
0250	1/1/2008	UNSECURED GATE CLOSED ON CLMT'S TRUCK	O	1,733.22	2,000.00	
0257	2/29/2008	CLMT'S BOOTS RIPPED BY PROTRUDING SCREW ON ESCALATOR	O	0.00	100.00	
Total By Period:				14 Claims	6,789.15	32,163.43
Grand Totals:				60 Claims	284,627.33	806,071.41

There are no excess claims for the period of July 1, 2005 through the present.

**Loss History for Superdome and Arena^
As of March 14, 2008**

^The following are commercial claims incurred during the period of July 1, 2002 through June 30, 2005. There are no excess claims for the period of July 1, 2005 through the present.

LOSS DATE	CLAIM STATUS	LOSS PAYMENTS	EXPENSE PAYMENTS	LOSS RECOVERY	EXPENSE RECOVERY	LOSS REMAINING RESERVE	EXPENSE REMAINING RESERVE	TOTAL EXPERIENCE
FY 2002-2003								
7/6/2002	CL	0.00	2,504.00	0.00	0.00	0.00	0.00	2,504.00
8/10/2002	CL	15,000.00	5,214.20	0.00	0.00	0.00	0.00	20,214.20
8/30/2002	CL	626.75	0.00	200.00	0.00	0.00	0.00	426.75
8/31/2002	CL	4,240.00	2,405.50	0.00	0.00	0.00	0.00	6,645.50
9/15/2002	CL	58.00	0.00	0.00	0.00	0.00	0.00	58.00
10/27/2002	CL	75,000.00	14,903.60	0.00	0.00	0.00	0.00	89,903.60
10/27/2002	CL	30,000.00	3,862.00	0.00	0.00	0.00	0.00	33,862.00
10/27/2002	CL	10,000.00	4,867.40	0.00	0.00	0.00	0.00	14,867.40
11/2/2002	CL	245.00	0.00	0.00	0.00	0.00	0.00	245.00
11/11/2002	CL	0.00	1,434.10	0.00	0.00	0.00	0.00	1,434.10
11/14/2002	CL	3,855.68	0.00	0.00	0.00	0.00	0.00	3,855.68
11/21/2002	CL	40.59	0.00	0.00	0.00	0.00	0.00	40.59
11/22/2002	CL	111.23	0.00	0.00	0.00	0.00	0.00	111.23
11/24/2002	CL	5,000.00	2,495.00	0.00	0.00	0.00	0.00	7,495.00
12/1/2002	CL	1,191.50	0.00	0.00	0.00	0.00	0.00	1,191.50
12/1/2002	CL	819.00	0.00	0.00	0.00	0.00	0.00	819.00
12/1/2002	CL	775.00	0.00	0.00	0.00	0.00	0.00	775.00
12/1/2002	CL	500.00	0.00	0.00	0.00	0.00	0.00	500.00
12/4/2002	OP	0.00	6,498.26	0.00	0.00	1,000.00	3,501.74	11,000.00
12/9/2002	CL	0.00	3,796.10	0.00	0.00	0.00	0.00	3,796.10
12/14/2002	OP	0.00	7,424.40	0.00	0.00	0.00	7,575.60	15,000.00
12/15/2002	CL	345.12	0.00	0.00	0.00	0.00	0.00	345.12
12/15/2002	CL	100.00	0.00	0.00	0.00	0.00	0.00	100.00
12/20/2002	CL	3,421.00	0.00	0.00	0.00	0.00	0.00	3,421.00
12/29/2002	CL	326.98	0.00	0.00	0.00	0.00	0.00	326.98
12/29/2002	CL	35.00	0.00	0.00	0.00	0.00	0.00	35.00
1/1/2003	OP	0.00	2,997.50	0.00	0.00	7,500.00	2,002.50	12,500.00
1/4/2003	CL	80,000.00	14,853.54	0.00	0.00	0.00	0.00	94,853.54
1/23/2003	CL	45.00	0.00	0.00	0.00	0.00	0.00	45.00
2/21/2003	CL	131.90	0.00	0.00	0.00	0.00	0.00	131.90
3/25/2003	CL	126.69	0.00	0.00	0.00	0.00	0.00	126.69
4/14/2003	CL	7,500.00	4,056.00	0.00	0.00	0.00	0.00	11,556.00
4/19/2003	CL	0.00	2,135.50	0.00	0.00	0.00	0.00	2,135.50
4/26/2003	OP	0.00	5,192.27	0.00	0.00	5,000.00	4,807.73	15,000.00
4/28/2003	CL	0.00	1,495.50	0.00	0.00	0.00	0.00	1,495.50
6/4/2003	OP	0.00	5,151.65	0.00	0.00	1,000.00	3,348.35	9,500.00
		239,494.44	91,286.52	200.00	0.00	14,500.00	21,235.92	366,316.88

LOSS DATE	CLAIM STATUS	LOSS PAYMENTS	EXPENSE PAYMENTS	LOSS RECOVERY	EXPENSE RECOVERY	LOSS REMAINING RESERVE	EXPENSE REMAINING RESERVE	TOTAL EXPERIENCE
FY 2003-2004								
7/3/2003	CL	0.00	1,268.20	0.00	0.00	0.00	0.00	1,268.20
8/1/2003	CL	0.00	1,254.00	0.00	0.00	0.00	0.00	1,254.00
8/1/2003	CL	505.13	0.00	0.00	0.00	0.00	0.00	505.13
8/3/2003	CL	676.24	0.00	0.00	0.00	0.00	0.00	676.24
8/28/2003	CL	7,500.00	7,521.04	0.00	0.00	0.00	0.00	15,021.04
9/2/2003	CL	25,000.00	5,311.14	0.00	0.00	0.00	0.00	30,311.14
9/17/2003	CL	299.35	0.00	0.00	0.00	0.00	0.00	299.35
9/28/2003	CL	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
10/12/2003	CL	1,845.00	2,841.20	0.00	0.00	0.00	0.00	4,686.20
11/16/2003	CL	5,000.00	4,274.55	0.00	0.00	0.00	0.00	9,274.55
11/29/2003	OP	0.00	5,620.00	0.00	0.00	2,500.00	3,630.00	11,750.00
12/18/2003	CL	5,000.00	10,536.00	0.00	0.00	0.00	0.00	15,536.00
12/21/2003	CL	0.00	98.40	0.00	0.00	0.00	0.00	98.40
12/28/2003	CL	0.00	1,799.94	0.00	0.00	0.00	0.00	1,799.94
1/4/2004	OP	0.00	14,895.26	0.00	0.00	150,000.00	5,104.74	170,000.00
1/4/2004	CL	5,000.00	4,344.05	0.00	0.00	0.00	0.00	9,344.05
1/24/2004	CL	75,000.00	13,606.13	0.00	0.00	0.00	0.00	88,606.13
1/24/2004	CL	6,780.00	5,473.42	0.00	0.00	0.00	0.00	12,253.42
1/24/2004	CL	720.00	0.00	0.00	0.00	0.00	0.00	720.00
2/1/2004	CL	1,144.80	0.00	0.00	0.00	0.00	0.00	1,144.80
2/6/2004	CL	3,000.00	2,311.90	0.00	0.00	0.00	0.00	5,311.90
2/20/2004	CL	0.00	3,288.20	0.00	0.00	0.00	0.00	3,288.20
2/21/2004	OP	0.00	14,148.14	0.00	0.00	50,000.00	5,851.86	70,000.00
2/23/2004	CL	218.27	0.00	0.00	0.00	0.00	0.00	218.27
3/18/2004	CL	0.00	3,429.30	0.00	0.00	0.00	0.00	3,429.30
3/21/2004	OP	0.00	4,619.16	0.00	0.00	500.00	3,880.84	9,000.00
4/4/2004	OP	0.00	5,275.11	0.00	0.00	2,500.00	2,224.89	10,000.00
5/9/2004	CL	5,221.00	4,837.32	0.00	0.00	0.00	0.00	10,058.32
5/15/2004	CL	4,100.00	5,900.32	0.00	0.00	0.00	0.00	10,000.32
5/15/2004	CL	3,500.00	0.00	0.00	0.00	0.00	0.00	3,500.00
		153,509.79	122,652.78	0.00	0.00	205,500.00	20,692.33	502,354.90
FY 2004-2005								
7/2/2004	CL	0.00	3,516.70	0.00	0.00	0.00	0.00	3,516.70
9/3/2004	CL	3,500.00	2,515.68	0.00	0.00	0.00	0.00	6,015.68
9/19/2004	CL	0.00	23.60	0.00	0.00	0.00	0.00	23.60
10/10/2004	CL	750.00	3,806.56	0.00	0.00	0.00	0.00	4,556.56
10/10/2004	CL	0.00	24.79	0.00	0.00	0.00	0.00	24.79
10/12/2004	CL	30.00	0.00	0.00	0.00	0.00	0.00	30.00
12/21/2004	CL	0.00	3,552.00	0.00	0.00	0.00	0.00	3,552.00
12/26/2004	CL	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00
1/3/2005	OP	0.00	3,861.37	0.00	0.00	12,000.00	8,138.63	24,000.00
1/28/2005	CL	0.00	35.06	0.00	0.00	0.00	0.00	35.06
2/25/2005	CL	3,000.00	0.00	0.00	0.00	0.00	0.00	3,000.00
3/13/2005	CL	50,481.76	9,964.32	0.00	0.00	0.00	0.00	60,446.08
3/19/2005	CL	1,992.59	33.77	0.00	0.00	0.00	0.00	2,026.36
4/30/2005	OP	0.00	2,633.72	0.00	0.00	600.00	2,366.28	5,600.00
4/30/2005	OP	0.00	0.00	0.00	0.00	600.00	0.00	600.00
4/30/2005	OP	0.00	0.00	0.00	0.00	600.00	0.00	600.00
5/14/2005	CL	7,500.00	4,510.84	0.00	0.00	0.00	0.00	12,010.84
		68,254.35	34,478.41	0.00	0.00	13,800.00	10,504.91	127,037.67

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SCHEDULE D
POLICY FORMS AND ENDORSEMENTS

This schedule contains the primary self-insurance policy.

In the event of any discrepancies between the insurance requirements delineated in these specifications and the policy included herein, the bid specifications **shall** govern. This schedule is for informational purposes only and not to be used in awarding the contract.

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State of Louisiana

Office of Risk Management
Self Insurance Fund

Office of the Governor
Division of Administration

Commercial General Liability Declarations

Named Insured And Address	State of Louisiana, Louisiana Stadium and Exposition District and SMG / Facility Management of Louisiana, A/T/I/M/A c/o Office of Risk Management Post Office Box 91106 Baton Rouge, Louisiana 70821-9106	Policy No.	SCGL20072008			
		Policy Period	12:01 A.M. Standard time at the address of the named insured as stated herein.			
			From	July 1, 2007	To	July 1, 2008

NOTE:

IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THE PARTIES AGREE THAT THIS CONTRACT IS SUBJECT TO AND CONDITIONED UPON THE AVAILABILITY AND APPROPRIATION OF THE FUNDS NECESSARY FOR ANY AND ALL AMOUNTS THAT MAY BE DUE IN ACCORD WITH THE PROVISIONS HEREIN.

THIS POLICY IS SUBJECT TO COST ALLOCATION PLAN OF OFFICE OF RISK MANAGEMENT.

LIMIT OF LIABILITY

Coverage A - Bodily Injury & Property Damage	\$	See Occurrence Limit
Coverage B - Personal & Advertising Injury	\$	Included in Occurrence Limit
Coverage C - Medical Payments	\$	NONE
Each Occurrence Limit	\$	5,000,000
Damage to Premises Rented to You	\$	5,000,000 Any One Fire

FORM AND DESCRIPTION OF BUSINESS:	ANNUAL PREMIUM PAYABLE AT INCEPTION
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Governmental Facility	\$ As billed
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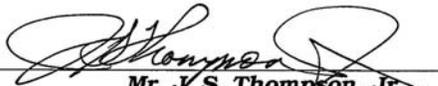
FORMS APPLICABLE

CG 00 01 12 04	IL 00 21 07 02	UND-01	Endorsements 1 through 4
CG 04 29 12 04	CG 21 75 12 02	UND-02	
CG 00 33 12 04			

ADDITIONAL INSURED

Additional insureds may be added by certificate of insurance for negligence arising out of operations of a state agency, board or commission created by state statute.

SIGNATURE


Mr. J. S. Thompson, Jr.
 State Risk Director

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COMMERCIAL GENERAL LIABILITY
CG 00 01 12 04

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III-Limits Of Insurance; and

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(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

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m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- f. **Products-Completed Operations Hazard**
Included within the "products-completed operations hazard".
- g. **Coverage A Exclusions**
Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All costs taxed against the insured in the "suit".
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- These payments will not reduce the limits of insurance.
- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".
- So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.
- Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:
- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
 - b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

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- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- SECTION III – LIMITS OF INSURANCE**
1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

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2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
 - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
 - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

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- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

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b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

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- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

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b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

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POLICY CHANGE NUMBER 1

(This Endorsement Changes the Policy. Please read carefully.)

Coverage Parts Affected:

Form CG 00 01 12 04 – Commercial General Liability Coverage Form:

AMENDMENTS/CHANGES

- | | |
|--|---|
| <p>1. SECTION I - COVERAGE A., 2. Exclusions, g. (5), page 4 of 15 is hereby deleted and replaced by the following:</p> <p>(5) "Bodily injury" or "property damage" arising out of the operation of any specialized equipment.</p> <p>2. SECTION I - COVERAGE A., 2. Exclusions, j. (4), page 4 of 15 reading "Personal property in the care, custody or control of the insured" is hereby deleted.</p> <p>3. SECTION II - WHO IS AN INSURED, page 8 and 9 of 15 is amended to include the following:</p> <p>4. Each of the following is also an insured but only for acts within the scope of their duties for you:</p> <p>(a) Members of your governing board;</p> <p>(b) Your boards, commissions or city councils and their members;</p> <p>(c) Any elective or appointed officer of yours;</p> <p>4. SECTION II - WHO IS AN INSURED, paragraph 2. a. (1) (d), page 9 of 15 is hereby deleted and replaced by the following:</p> <p>(d) Arising out of his or her providing or failing to provide professional health care services except licensed nurses working at first aid stations but only for acts within the scope of their duties for you.</p> | <p>5. SECTION III - LIMITS OF INSURANCE, page 9 and 10 of 15, is hereby deleted and replaced with the following:</p> <p>1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:</p> <p>a. Insureds;</p> <p>b. Claims made or "suits" brought; or</p> <p>c. Persons or organizations making claims or bringing "suits".</p> <p>2. The Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.</p> <p>3. The Each Occurrence Limit is the most we will pay for the sum of:</p> <p>Damages under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence". All such damages arising out of one lot of goods or products prepared or acquired by the named insured or by another trading under its name, shall be considered as arising out of one occurrence.</p> <p>4. Subject to 3. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to or temporarily occupied by you arising out of any one fire.</p> |
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6. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. (1)(d) page 11 of 15 is hereby deleted and replaced with the following:

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I).

7. SECTION V - DEFINITIONS, 2. "Auto" means:, page 12 of 15 is hereby deleted and replaced with the following:

2. "Auto" means any vehicle required to be licensed by the Motor Vehicle Law of Louisiana but does not include mobile equipment.

8. SECTION V - DEFINITIONS, 4. "Coverage Territory" means:, page 12 of 15 is hereby deleted and replaced with the following:

4. "Coverage Territory" means worldwide without restrictions.

9. SECTION V - DEFINITIONS, 12. "Mobile Equipment", page 13 of 15, is hereby deleted in its entirety and replaced with the following:

12. "Mobile equipment" means any vehicle not required to be licensed by the Motor Vehicle Law of Louisiana.

The definition of "mobile equipment" is extended to include all items of equipment identifiable as seat belt convincer units. Said units are used for the purpose of demonstrating the effectiveness of seat belts in minimizing injuries sustained as a result of automobile accidents.

The operation of any specialized equipment, whether it be "mobile equipment" or attached to or towed by a licensed vehicle shall be included under the general liability insurance afforded by this policy.

10. SECTION V - DEFINITIONS, 14. "Personal and advertising injury", page 14 of 15, is hereby deleted in its entirety and replaced with the following:

"Personal Injury" means false arrest; detention; wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies; erroneous service of civil papers, false imprisonment; malicious prosecution; assault and battery; libel; slander; defamation of character; oral or written

publication of material that slanders or libel a person or organization or disparages a person's right of privacy; violation of property rights or deprivation of any rights, privileges, or immunities secured by the Constitution and laws of the United States of America, or the state, for which the Named Insured may be held liable to the party injured in an action at law, suit in equity, or other proper proceedings for redress. However, no act shall be deemed to be, or result in Personal Injury unless committed in the regular course of duty by the Insured.

It is further understood and agreed that "personal injury" liability provided by this policy shall exclude the following:

1. personal injury of any employee of the Insured while engaged in the employment of the Insured; any obligation for which the Insured or any insurer as his carrier may be held liable under any worker's compensation, unemployment compensation or disability benefit law, including but not limited to any laws, rules or regulations relating to or pertaining to the employee's employment with the State of Louisiana or any other similar law;
2. actual or alleged discrimination because of race, religion, color, sex, national origin, age or handicap;
 - (a) against a past or present Insured or against any applicant for employment with any Insured;
 - (b) against any party in the awarding or failure to award any contract by the Insured; where no monetary damages are alleged or sought (other than claims made pursuant to Title 23 United States Codes Sections 1983 and 1988). Personal injury shall not include claims or lawsuits seeking administrative relief or the defense thereof;
3. defense of any matter or activity that is excluded from coverage (supplementing SECTION I "Coverage A, Coverage B, Coverage C, and Supplementary Payments" in the policy).

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COMMERCIAL GENERAL LIABILITY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION EXCLUSION – LIMITED EXCEPTION FOR A SHORT-TERM POLLUTION EVENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following replaces Exclusion f. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured;

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

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- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.
- B. The following are added to the Definitions Section:**
1. "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:
 - a. Begins during the policy period;
 - b. Begins at an identified time and place;
 - c. Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants";
 - d. Is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same pollutant from essentially the same source within twelve (12) months of a previous discharge, dispersal, release or escape;
 - e. Does not originate from an "underground storage tank"; and

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f. Is not heat, smoke or fumes from a "hostile fire".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together, must satisfy Provisions a. through f. of this definition to be considered a "short-term pollution event".

2. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

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ENDORSEMENT NUMBER 1

(This Endorsement Changes the Policy. Please read Carefully.)

**-----
ADDITIONAL EXCLUSIONS**

ASBESTOS EXCLUSION

The following exclusion amends the insurance provided by this policy.

This insurance does not apply to "Bodily Injury", "Property Damage", "Advertising Injury" or "Personal Injury" arising out of

- a. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- b. The use of asbestos in constructing or manufacturing any good, product or structure; or
- c. The removal of asbestos from any good, product or structure; or
- d. The manufacture, transportation, storage, service, installation, use, sales, mining, distribution or disposal of asbestos or goods or products containing asbestos; or
- e. The indemnification of any party for damages arising out of any cause excluded in a., b., c. or d. above.

The coverage afforded by this policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

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All Purpose Endorsement

Endorsement No. 2

(This Endorsement Changes the Policy. Please Read Carefully.)

ADDITIONAL EXCLUSIONS

It is agreed that the insurance provided by this policy does not apply to the following:

1. Defense of any matter or activity that is excluded from coverage (supplementing Section I "Coverage A, Coverage B, Coverage C, and Supplementary Payments" in the policy).
2. Expropriation proceedings which result in monetary loss to anyone due to an error or an omission or professional services as described in Endorsement No. 2, or violations of property rights or "personal injury" as defined in Policy Change No. 1, or "wrongful acts" as defined in Endorsement No. 4. However, expropriation proceedings which result in bodily injury or property damage liability as defined in Section I, Coverage A of this policy, are insured.
3. Bodily injury and property damage arising out of the ownership, maintenance, operation, or use of any state-owned or leased airport or heliport facility.
4. Bodily injury to any person while participating in any sports or athletic contest or exhibition that is held in the Louisiana Superdome or New Orleans Sports Arena.
5. Notwithstanding anything to the contrary, the limit of insurance provided by this policy shall not be increased by the pyramiding of coverages provided by the policy and any endorsements thereto.

All other terms and conditions of this policy shall remain unchanged and in full force and effect.

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LIQUOR LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – LIQUOR LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.
- b. This insurance applies to "injury" only if:
 - (1) The "injury" occurs during the policy period in the "coverage territory"; and

- (2) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "injury" or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.
- d. "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim:
 - (1) Reports all, or any part, of the "injury" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "injury"; or
 - (3) Becomes aware by any other means that "injury" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

- a. **Expected Or Intended Injury**
 "Injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. **Workers' Compensation And Similar Laws**
 Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

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c. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

d. Liquor License Not In Effect

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

e. Your Product

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

f. Other Insurance

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

g. War

"Injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

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2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above; or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above.

(2) "Property damage" to property:

- (a) Owned or occupied by, or
- (b) Rented or loaned to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).

- b. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.

3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – LIQUOR LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "injury" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury".

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- b. If a claim is made or "suit" is brought against any insured, you must:
- (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

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- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
 - 2. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the "injury" occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the "injury" arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above; or
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business
- provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

- 3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 4. "Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 5. "Injury" means all damages, including damages because of "bodily injury" and "property damage", and including damages for care, loss of services or loss of support.
- 6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 7. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
- 8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 10. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

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b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product", and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

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POLICY CHANGE NUMBER 2

(This Endorsement Changes the Policy. Please read Carefully.)

Coverage Parts Affected:

Form CG 00 33 12 04 – Liquor Liability Coverage Form:

AMENDMENTS/CHANGES

- (1) SECTION III - Limits of Insurance (page 3 of 6), paragraphs 2. and 3. are hereby **deleted** in their entirety.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

- A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

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2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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COMMERCIAL GENERAL LIABILITY
CG 21 75 12 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism" or an "other act of terrorism". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
 - a. The act resulted in aggregate losses in excess of \$5 million; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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COMMERCIAL GENERAL LIABILITY
CG 21 75 12 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. In the event of any incident of a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

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All Purpose Endorsement

Endorsement No. 3

(This Endorsement Changes the Policy. Please Read Carefully.)

INDOOR AIR QUALITY EXCLUSION

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of, resulting from, caused or contributed to by mold, mildew and/or other conditions affecting indoor air quality; or
2. The cost of abatement, mitigation, removal or disposal of mold, mildew and/or other conditions affecting indoor air quality.

This exclusion also includes:

- a. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with the above; and
- b. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreement or declaration of the policy, other than as herein stated.

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ALL PURPOSE ENDORSEMENT

Endorsement No. 4

REPORTING OF COMMERCIAL GENERAL LIABILITY CLAIMS

- A. All claims must be reported as soon as possible, but no later than the prescription period outlined in Book III, Title 24, Chapter 4 of the Louisiana Civil Code. In most cases, prescription periods are one (1) year. ORM will pay only for covered losses reported before one year from the date of the accident or discovery date. Policy language clearly states..."you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim." FAILURE TO REPORT POTENTIAL CLAIMS AS SOON AS POSSIBLE SEVERELY LIMITS THE ABILITY OF ORM TO INVESTIGATE THE FACTS AND MAY COMPROMISE THE STATE'S LEGAL RIGHTS TO SUBROGATION FROM A RESPONSIBLE THIRD PARTY.
- B. The state of Louisiana provides Comprehensive General Liability coverage for bodily injury and property damage claims resulting from operations for which the agency could be held legally liable.
- C. All general liability claims are to be submitted, in writing, to the Office of Risk Management on a General Liability Claim Reporting Form or in a narrative format. The General Liability Claim Reporting Form can be found on the Office of Risk Management's web site, www.doa.louisiana.gov/orm.
- D. Claims are to be submitted, in writing, to the Office of Risk Management, P. O. Box 91106, Baton Rouge, LA 70821-9106.
- E. If a loss is serious in nature, it is to be reported by telephone to the Office of Risk Management for review to determine if coverage is applicable.
- F. Claims which are made against a state agency by a third party are to be submitted to the Office of Risk Management for review to determine if coverage is applicable.
- G. All lawsuits, demands, notices, summons, or other legal documents pertaining to a claim against a state agency are to be forwarded immediately to the Office of Risk Management's Claim Office for further handling.
- H. Any objects and/or products which may have caused, contributed to, or which are suspected of causing an accident are to be retained and preserved as evidence.
- I. If a loss occurs or a claim arises the agency is not to assume any obligation or incur any expenses without authority from the Office of Risk Management.

FAILURE TO FOLLOW THESE PROCEDURES SHALL NOT OBTAIN COVERAGES OTHERWISE PROVIDED BY THE POLICY.

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Schedule E

**Louisiana Certification of Exempt Commercial
Policyholder Status Pursuant to Louisiana Regulation 72**

The undersigned _____, (the Insured) certifies to _____ (the Insurer) that the Insured meets the criteria below and is an Exempt Commercial Policyholder under Louisiana law. The Insurer may issue a commercial risk insurance policy to an Exempt Commercial Policyholder without filing the policy form with the Louisiana Department of Insurance and the Insurer by signing below certifies that it has the necessary expertise to negotiate its own policy language. The policy must still comply with Louisiana law, and complaints or questions about compliance may be directed to the Louisiana Department of Insurance (1-800-259-5300).

In order to be an Exempt Commercial Policyholder, the Insured must:

1. Execute this Certification Form and return it to the Insurer.
2. Acquire the insurance policy through an insurance agent licensed in Louisiana.
3. Meet the following requirements:

Have and maintain aggregate annual commercial risk insurance premiums, excluding workers compensation and employer's liability and professional liability insurance premiums of more than two hundred thousand (\$200,000) dollars in the preceding fiscal year. In determining whether this threshold has been met, premiums paid to one or more insurers are to be added together to reach the total aggregate.

At the time the policy is issued the policyholder must have (a) if a single company not less than fifty (50) employees; (b) if a member of an affiliated group not less than one hundred (100) employees collectively; (c) if a municipality a population of not less than fifty thousand (50,000); and, (d) if a public entity an operating budget of not less than twenty (\$20,000,000) million dollars for the most recently completed calendar or fiscal year whichever applies.

Signed: _____

Date: _____

Printed: _____

Title: _____

Risk Manager: _____