



STATE OF LOUISIANA
INVITATION FOR BID

PROPOSAL NO.: WC-20

Page 1 of 21

PROPOSAL MUST BE RECEIVED NO LATER THAN

TIME: 10:00 A.M.

DATE: March 14, 2012

FOR INFORMATION CONTACT: Mona Propes

PHONE NUMBER: (225) 342-8468

EMAIL: Mona.Propes@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, Claiborne Building, G-192, Baton Rouge, Louisiana 70802-5243.

SMG EMPLOYEES LOCATED AT THE MERCEDES-BENZ SUPERDOME AND NEW ORLEANS ARENA

FOR:

Workers Compensation Coverage

CONTRACT PERIOD:

Policy to be effective for the period of 12:01 A.M. **July 1, 2012** to 12:01 A.M. **July 1, 2013** with two (2) options to renew at the same rates. Bids will be received up to **10:00 A.M., March 14, 2012** by the Administrative Section of the Office of the Governor, Division of Administration, Office of Risk Management, 1201 North 3rd Street, Claiborne Building, 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: →

WC-20

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

STATE RISK UNDERWRITING SUPERVISOR

STATE RISK DIRECTOR

DATE

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
WC-20	*	TABLE OF CONTENTS	*	March 14, 2012	*	2 of 21

TABLE OF CONTENTS

Invitation for Bid – Form ORM-02.....1

Table of Contents.....2

Part I.....4

 Terms and Conditions of an Invitation for Bid 4

 Terminology of an Invitation for Bid (IFB) 4

 Open Competition 5

 The Invitation for Bid Document (IFB). 5

 Amendments to an Invitation for Bid 5

 Questions by Bidders 5

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

 Proposal Opening 6

 Late Proposals 7

 Rejection of Bids 7

 Public Notice of Awards 7

Non-Award of Contract Due to Insufficient Funds 7

 Contract Resulting From an IFB 7

Part II.....8

 Technical Specifications 8

 General Specifications 8

 General Required Endorsements 9

 Delivery Dates and Location 10

 Claims Service 10

 Rates and Other Relevant Factors 10

Part III.....11

 General Contractual Requirements 11

Part IV12

 General Bid Information 12

 Special Instructions To Bidder 12

 Pricing Information 12

 Bidder Information 13

 Insurance Required 13

 Underwriting Information 14

Exhibit I.....15

 Bid Quotation Form 15

Exhibit II.....16

 Premium Rates 16

Exhibit III.....17

 Company Signature Page 17

Exhibit IV18

 Claims Handling Process Narrative 18

Exhibit V19

 Coverage Deviations 19

Exhibit VI20

 Bidder's Check List 20

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
WC-20	*	TABLE OF CONTENTS	*	March 14, 2012	*	3 of 21

Exhibit VII**21**

Non-Returnable Section 21

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART I	*		*	
WC-20	*	TERMS AND CONDITIONS	*	MARCH 14, 2012	*	4 of 21

**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.
- 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 the Office of Risk Management (ORM).
- 1.6 Contractor** - The person or organization who enters into a legally binding contract thereby agreeing to perform a service and/or to furnish supplies or equipment in return for the payment of money and includes the bidding agent or agency and the insuring company whose names appear on the cover sheet and EXHIBIT III of the invitation for bid. **All provisions contained in this solicitation, which are addressed to the contractor, shall apply to the bidder.**
- 1.7 Guaranteed Cost** - Premium charged on a prospective basis, fixed or adjustable, or on a specified rating basis, but never on the basis of loss experience. In other words, the cost is guaranteed to the extent that it will not be adjusted based on the loss experience of the insured during the period of coverage. The rate(s) **must** remain fixed during the contract period.
- 1.8 Invitation for Bid or IFB** - Those procurement documents issued by ORM to potential bidders/contractors for the purchase of insurance coverage and related service as described in the document. The definition includes all attachments, exhibits, schedules, supplemental pages, and/or amendments thereto.
- 1.9 Manuscript Endorsement** - Any unprinted, typed endorsement changing any conditions, agreements, exclusions or warranties of the contract.
- 1.10 Must and Shall** - When these words are used the performance of a certain act is a mandatory condition and **shall** be performed exactly as described.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART I	*		*	
WC-20	*	TERMS AND CONDITIONS	*	MARCH 14, 2012	*	5 of 21

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 IFB or a Notice to Bidders is mailed to persons and organizations at the address currently on file with the DOA, Purchasing Section. If any portion of the address is incorrect, the bidder/contractor **must** notify the buyer upon receipt of the document. Any subsequent amendment to an IFB will be mailed to the same address as the original IFB unless otherwise notified.

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 notice to the Office of Risk Management no later than the official bid close date and time. Verbal messages shall not be permitted or considered as an acceptance of an amendment.

5. Questions by Bidders/Contractors

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 who were mailed an IFB.** Any correspondence related to an IFB should refer to the appropriate IFB number, page and paragraph number, etc. However, do not place the IFB number on the outside of the envelope containing questions since such an envelope will be 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, Capitol Station, Baton Rouge, LA 70821-9106, or delivered to State Purchasing's physical address, or faxed to (225) 342-8688.

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

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART I	*		*	
WC-20	*	TERMS AND CONDITIONS	*	MARCH 14, 2012	*	6 of 21

opening date.

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

- 6.1 A proposal submitted **must** be manually signed in ink by the designated authorized representative of the insurance agency and the insurance company. ORM will accept either the original insurance company designated authorized representative's signature submitted with the bid response or a facsimile copy of the insurance company designated authorized representative's signature on EXHIBIT III in lieu of an original signature. The original of EXHIBIT III containing the insurance company designated authorized representative's original signature **must** be received at ORM's office within ten (10) working days after the bid opening date. Failure to timely submit said original of EXHIBIT III may result in rejection of the bid. Submission of a bid bond in compliance with PART IV, Item 3 of these specifications does not eliminate the requirement of a company and an agency signature; however, the submission of a bid bond allows any authorized person from the company and the agency to sign the invitation in lieu of the designated authorized person.
- 6.1.1 The designated authorized representative of the insurance agency **shall** manually sign in ink the following:
- 6.1.1.1 Form ORM-02
- 6.1.1.2 Any amendments to the specifications
- 6.1.2 The designated authorized representative of the insurance company **shall** manually sign in ink the following:
- 6.1.2.1 EXHIBIT III
- 6.2 All attachments **shall** be returned as follows:
- 6.2.1 **Must** contain all information required by the IFB.
- 6.2.2 The bid **shall** be priced as required in the IFB.
- 6.2.3 **Must** be sealed in an envelope or box with security deposit attached, if required.
- 6.2.4 **Must be delivered to the Office of Risk Management, Claiborne Building, 1201 N. Third Street, Suite G-192, Baton Rouge, LA 70802 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 AND FILE 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 request. Please do not make such requests. However, upon written request a photocopy**

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART I	*		*	
WC-20	*	TERMS AND CONDITIONS	*	MARCH 14, 2012	*	7 of 21

of the Summary of Quotations shall be mailed to interested bidders/contractors.

8. Late Proposals

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

9. Rejection of Bids

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

10. Public Notice of Awards

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

11. Non-Award of Contract Due to Insufficient Funds

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

12. Contract Resulting From an IFB

- 12.1 The bidder/contractor is advised that the State of Louisiana does not sign standard contract forms. The IFB document issued by ORM contains signature lines for the designated authorized representative of the insurance agency and of the insurance company which **shall** be signed when submitted as a bid. Immediately below the bidder's/contractor's signature line is a section entitled "Notice of Award" which contains signature lines for officials of the State of Louisiana. To consummate a contract, officials of the State of Louisiana need only to sign the Notice of Award section of the form.
- 12.2 **Be aware that the actual contract between the State of Louisiana and the bidder/contractor shall consist of the following documents: (1) IFB and any amendments issued thereto, (2) the proposal submitted by the bidder/contractor in response to the IFB, and (3) the actual policy issued. In the event of a conflict in language between items 1, 2, and 3 referenced above, the provisions and requirements set forth and/or referenced in the IFB shall govern. ORM reserves the right to clarify any contractual relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the IFB and the bidder's/contractor's proposal. In all other matters not affected by the written clarification, if any, the IFB shall govern. The refusal of the bidder/contractor to conform to the provisions and requirements set forth and/or referenced in the IFB shall result in the award of the contract to the new lowest bidder/contractor. The bidder/contractor is cautioned that its proposal shall be subject to acceptance by ORM without further clarification. In the event of any discrepancies between the insurance requirements delineated in these bid specifications and the model policy provided herein, the bid specifications shall govern.**

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART II	*		*	
WC-20	*	TECHNICAL SPECIFICATIONS	*	MARCH 14, 2012	*	8 of 21

PART II

TECHNICAL SPECIFICATIONS

1. **General Specifications**

- 1.1 The bidder/contractor **shall** provide Workers Compensation coverage for SMG employees located at the Superdome and New Orleans Arena.
- 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 the State 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 VI or higher or a non-assessable mutual insurance company backed by the full faith and credit of a state in the United States or the United States government will be considered first.** Surplus line companies or unauthorized companies will be considered and accepted only if acceptable bids are not tendered by an admitted company or a **non-assessable mutual insurance company backed by the full faith and credit of a state in the United States or the United States government.** The bidding company **shall** meet the qualifications mentioned above without regard to any cut-through endorsements to a higher company; however, it shall not be necessary that the non-assessable mutual insurance company possess a Best's Insurance Reports policyholder's current rating of **"A++", "A+", "A" or "A-", with a financial rating of Class VIII or higher.** 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, 1201 North 3rd Street, Claiborne Building, Suite G-192, Baton Rouge, LA 70802.
- 1.6 **Bidder/Contractor shall be required to furnish closure claims settlement notices to ORM, Division of Administration, on all settlements of claims.**

Bidder/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:

- 1.6.1 **Dates of loss;**
- 1.6.2 **Status of claim (open, closed, reopened)**
- 1.6.3 **Brief description of loss;**
- 1.6.4 **State agency name;**
- 1.6.5 **Amount of claim as indicated below (by coverage code, if applicable)**
 - 1.6.5.1 **Total incurred;**
 - 1.6.5.2 **Amount paid;**
 - 1.6.5.3 **Amount reserved;**
 - 1.6.5.4 **Amount recovered;**
 - 1.6.5.5 **Amount of loss adjustment expenses; and**
 - 1.6.5.6 **Net incurred.**

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART II	*		*	
WC-20	*	TECHNICAL SPECIFICATIONS	*	MARCH 14, 2012	*	9 of 21

- 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 necessary to enable the underwriter to comply with any premium charge quoted and preclude any violation of rating bureau requirements (if applicable).
- 1.9 The bidder/contractor **shall** make special filings of policy forms with the Louisiana Department of Insurance as needed to comply with coverage requested in these specifications prior to the issuance of the policy.
- 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: **"The insurance provided by Coverage B (Employers Liability) of the policy does not cover bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act or any amendment to the Law."**
- 2.3 The policy of insurance **shall** include this endorsement: **"For the insurance afforded herein, the State Risk Director for the Office of Risk Management/Division of Administration, State of Louisiana is authorized to act for all insureds respecting the giving and receiving of notice of cancellation, non-renewal or material change, receiving any return premium or dividend, and changing any provisions of this coverage. Such notice or changes shall be mailed in care of the Office of Risk Management, Division of Administration, Post Office Box 91106, Capitol Station, Baton Rouge, LA 70821-9106."**

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART II	*		*	
WC-20	*	TECHNICAL	*	MARCH 14, 2012	*	10 of 21
		SPECIFICATIONS				

2.4 The policy of insurance **shall** include this endorsement: "**The policy does not cover bodily injury to a master or member of a crew.**"

2.5 The policy of insurance **shall** include this endorsement: "**The policy shall include SMG security officers located at the Superdome and New Orleans Arena for Workers Compensation coverage. The premium basis for the policy includes the remuneration of such security officers.**"

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, 2012 to July 01, 2013 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 Workers Compensation coverage.

4.2 The claims service **shall** be responsible for the handling of our claims to their conclusion in a professional manner. Should the contract be terminated, the bidder/contractor **shall** remain responsible for occurrences that take place during the policy period.

4.3 The bidder/contractor **shall** furnish an adjusting firm, with ORM's concurrence, having qualifications equal to a general adjuster specializing in workers' compensation. The insured **shall** report all losses to the agent-of-record (bidder/contractor).

5. **Rates and Other Relevant Factors**

The bidder/contractor shall provide ORM with the rate(s) per unit of exposure, and other required data, corresponding to premium indicated on EXHIBIT I as regards Workers' Compensation coverage. This information shall be indicated on EXHIBIT II of these specifications.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	PART III	*		*	
WC-20	*	GENERAL CONTRACTUAL	*	MARCH 14, 2012	*	11 of 21
		REQUIREMENTS				

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.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART IV</i>	*		*	
WC-20	*	<i>GENERAL BID</i>	*	March 14, 2012	*	12 of 21
		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 **Workers Compensation coverage which must equal or exceed the coverage provided in the sample policy in SCHEDULE C of these specifications.**
- 1.3** Any change or restriction in conditions, warranties, or exclusions from the sample 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 sample policy and these bid specifications **shall** be considered an alternate quotation. Any such change or restriction **shall** be indicated on EXHIBIT V of these specifications. **Submission of sample policy(ies) 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. The 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.
- 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 III of these specifications. Submission of a bid bond in compliance with PART IV, Item 3 of these specifications does not eliminate the need for a company signature; however, the submission of a bid bond allows any authorized person from the company to sign the invitation in lieu of the designated authorized person.**

2. Pricing Information

- 2.1** The bidder/contractor **shall** provide a guaranteed cost for services required by the General Bid Information, Item 2.3. These costs **shall** be shown on the forms attached as EXHIBIT I, and EXHIBIT II, which **must** be returned with the proposal along with the entire IFB document.
- 2.2** The bidder/contractor **must** provide other information as required in EXHIBIT I and EXHIBIT II.
- 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.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART IV</i>	*		*	
WC-20	*	<i>GENERAL BID</i>	*	March 14, 2012	*	13 of 21
		INFORMATION				

3. Bidder/Contractor 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 \$25,000, 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 \$25,000, 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.

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 claims handling procedures (routine processing) commencing with the date of loss, reaction time on claims and length of time before a claims payment will be made. The bidder/contractor shall be held contractually responsible for information provided in EXHIBIT IV.

4. Insurance Required

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>PART IV</i>	*		*	
WC-20	*	<i>GENERAL BID</i>	*	March 14, 2012	*	14 of 21
		INFORMATION				

4.1 The bidder/contractor **shall** provide Workers' Compensation coverage for SMG employees located at the Superdome and New Orleans Arena for the annual period of July 01, 2012 to July 01, 2013 with two (2) one-year options to renew subject to the following:

4.1.1 ORM requires that the policy of insurance **shall** provide coverage equal to or exceeding the coverage provided in policy forms reflected in SCHEDULE C of these specifications. The policy of insurance **shall** also include the General Required Endorsements reflected in PART II, Item 2 of these specifications.

4.2 The following schedule of coverage **must** be included in the bid quotation:

1. Statutory Liability
2. Employers Liability: \$1,000,000 each employee
3. Limited All-States Endorsement, except those states exempted in the sample policy attached.

Limits of Liability:\$1,000,000 per employee per accident/disease/occurrence to include ALL employees, including SMG security officers. The covered operations are limited to employees at the physical facilities known as the Superdome and the New Orleans Arena.

Endorsements: Premium Discount Endorsement, if applicable
Interstate Endorsement (or equivalent), if applicable

5. Underwriting Information

See the Non-Returnable Section of Schedules A - C

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT I</i>	*		*	
WC-20	*		*	March 14, 2012	*	15 of 21
<i>BID QUOTATION FORM</i>						

EXHIBIT I

BID QUOTATION FORM

The bidder/contractor proposes to furnish a policy providing Workers Compensation insurance for the premium stated below for SMG employees located at the Superdome and New Orleans Arena effective for the period of **July 1, 2012 to July 1, 2013 with two (2) one-year options to renew.**

This bid quotation must be based on a MOD factor of 1.0 and the 2011-2012 estimated payroll (see Schedule A Superdome and Arena General Information). Any premium changes due to fluctuations in MOD factor and/or payroll will be adjusted after this bid is awarded.

One year Policy with two (2) one-year
options to renew in the
Amount Indicated Below

Total Annual Installment Premium¹
(including any policy tax, surplus
tax, policy fees, etc.)

\$

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

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT II</i>	*		*	
WC-20	*	<i>PREMIUM RATES</i>	*	March 14, 2012	*	16 of 21

EXHIBIT II

PREMIUM RATES

The contractor **shall** indicate below the rate per unit of exposure, and other required data, corresponding to premium indicated on Exhibit I.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT III</i>	*		*	
WC-20	*	COMPANY SIGNATURE	*	March 14, 2012	*	17 of 21
		PAGE				

EXHIBIT III

COMPANY SIGNATURE PAGE

Insurance company or companies to be used and percentage or layer of coverage to be provided by each: **(if additional space is required supplemental pages that are identified should be attached for insurance company name and signature)**

NOTE: See signature requirements per PART I, Item 6 and PART IV, Item 1.9.

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 IV</i>	*		*	
WC-20	*	<i>CLAIMS HANDLING</i>	*	March 14, 2012	*	18 of 21
		<i>PROCESS NARRATIVE</i>				

EXHIBIT IV

CLAIMS HANDLING PROCESS NARRATIVE

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

Provide a narrative description of the claims handling procedures (routine processing) to be used in servicing the account for the Workers Compensation coverage for the SMG employees located at the Superdome and New Orleans Arena. The description should include, but **not** be limited to, the routine processing of claims, the reaction time to a new loss, and the length of time before a claim's payment will be made. (If additional space is required, supplemental pages that are identified should be attached for the bidder's/contractor's complete response.)

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT V</i>	*		*	
WC-20	*		*	March 14, 2012	*	19 of 21
		COVERAGE DEVIATIONS				

EXHIBIT V

COVERAGE DEVIATIONS

Bidder/Contractor shall indicate below any change or restriction in conditions, warranties, or exclusions from the Workers Compensation coverage required by these specifications. Submission of sample policy shall not be considered as 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
	*	<i>EXHIBIT VI</i>	*		*	
WC-20	*	<i>BIDDER'S CHECK LIST</i>	*	March 14, 2012	*	20 of 21

EXHIBIT VI
BIDDER'S CHECK LIST

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1. Entire IFB returned (per page 6, item 6.2.5).
<input type="checkbox"/>	<input type="checkbox"/>	2. Page 17 (EXHIBIT III) signed by designated authorized representative of the insurance company (per page 6, item 6.1.2 and page 12, item 1.9).
<input type="checkbox"/>	<input type="checkbox"/>	3. Insurance Company Name has been indicated on Page 17 (EXHIBIT III) per page 12, item 1.9.
<input type="checkbox"/>	<input type="checkbox"/>	4. Form ORM-2 signed in ink by designated authorized representative of the insurance agency (per page 6, item 6.1.1).
<input type="checkbox"/>	<input type="checkbox"/>	5. Amendment(s) (if applicable) signed in ink by designated authorized representative of the insurance agency (per page 6, item 6.1.1).
<input type="checkbox"/>	<input type="checkbox"/>	6. Amendment(s) (if applicable) returned (per page 6, item 6.2.5 and page 5, item 4.2).
NOTE: ITEMS 7A, 7B, AND 7C; <u>OR</u> 8A, 8B, AND 8C; <u>OR</u> 9 IS REQUIRED.		
<input type="checkbox"/>	<input type="checkbox"/>	7A. Board resolution/power of attorney (per page 13, item 3.1.1.1) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	7B. Board resolution/power of attorney (per page 13, item 3.1.1.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	7C. Board resolution/power of attorney (per page 13, item 3.1.1.3) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	8A. Notarized affidavit, board resolution/power of attorney (per page 13, item 3.2.1.1) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	8B. Notarized affidavit, board resolution/power of attorney (per page 13, item 3.2.1.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	8C. Notarized affidavit, board resolution/power of attorney (per page 13, item 3.2.1.3) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	9. Bid Bond (per page 13, item 3.1.2 or page 13, item 3.2.2) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	10. Claims narrative submitted (per page 13, item 3.4 and page 18, EXHIBIT IV).
<input type="checkbox"/>	<input type="checkbox"/>	11. Were any coverage deviations submitted on page 19, EXHIBIT V (per page 12, item 1.3)?
<input type="checkbox"/>	<input type="checkbox"/>	12. Does insurance company have current Best Rating of "A++", "A+", "A" or "A-", Class VIII or higher (per page 8, item 1.3)?
<input type="checkbox"/>	<input type="checkbox"/>	13. Errors and Omissions Certificate (per page 13, item 3.3) is attached.
<input type="checkbox"/>	<input type="checkbox"/>	14. Were premium quotations indicated on EXHIBIT I, page 15 (per page 12, items 2.1 and 2.2.)?
<input type="checkbox"/>	<input type="checkbox"/>	15. Was commission return percentage factor reflected on EXHIBIT I, page 15 (per page 9, item 1.11)?
<input type="checkbox"/>	<input type="checkbox"/>	17. Are responses to questions on EXHIBIT III, page 17 in compliance with requirements in Item 1.3 on page 8?
<input type="checkbox"/>	<input type="checkbox"/>	18. Exhibit VII signed by bidder/contractor, page 21.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>EXHIBIT VII</i>	*		*	
WC-20	*	<i>NON-RETURNABLE</i>	*	March 14, 2012	*	21 of 21
		<i>SECTION</i>				
** THIS PAGE DOES NOT HAVE TO BE RETURNED **						

EXHIBIT VII

NON-RETURNABLE SECTION

The following 35 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 and New Orleans Arena General Information	1 - 3
Schedule B – Premium and Loss Experience Information	4 - 8
Schedule C – Policy Forms and Endorsements	9 - 35

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

Signature of Bidder/Contractor

SCHEDULE A
SUPERDOME AND ARENA GENERAL INFORMATION

1. This schedule contains Superdome and New Orleans Arena Gross Actual Payroll by classification code for SMG.

<u>POLICY YEAR</u>	<u>CLASS CODE</u>	<u>GROSS PAYROLL</u>	<u>NUMBER OF EMPLOYEES</u>
07/01/06-07	9014	\$5,704,600	
	8810	\$1,598,600	
	7720	\$4,000,000	
07/01/07-08	9014	\$7,000,000	
	8810	\$1,800,000	
	7720	\$4,000,000	
07/01/08-09	9014	\$6,321,277	
	8810	\$3,335,096	
	7720	\$4,103,265	
07/01/09-10	9014	\$7,578,327	
	8810	\$2,319,651	
	7720	\$4,609,524	
*07/01/10-11	9014	\$7,747,668	899
	8810	\$2,399,650	43
	7720	\$4,635,551	921
	Ticket takers/seller		160
^07/01/11-12(e)	9014	\$7,750,000	
	8810	\$2,400,000	
	7720	\$4,635,551	

*Maximum number of employees at each facility at any one event.

^The 2011-2012 estimated payroll above is to be used. Do not use the payroll in the LWCC policy in Schedule C; it is provided as an example.

2. Experience Modification Factors

Listed below are experience modification factors for prior years:

YEAR	FACTOR
2006-2007	1.00
2007-2008	1.07
2008-2009	.86
2009-2010	.87
2010-2011	.90
2011-2012	.86

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE A	*		*	
WC-20	*	SUPERDOME AND ARENA	*	March 14, 2012	*	2 of 35
GENERAL INFORMATION						
** THIS PAGE DOES NOT HAVE TO BE RETURNED **						

3. SMG is the contractor who operates the Superdome and the New Orleans Arena on behalf of the State of Louisiana. However, the State of Louisiana is responsible for procuring and maintaining Workers' Compensation coverage for SMG employees located at the Superdome and New Orleans Arena.
4. Miscellaneous questions regarding the Superdome:
 1. Of the current count of security officers, how many are armed with guns? 25 full-time officers and 60 part-time officers. Are they properly trained? yes
 2. Is security guard coverage sub-contracted out? Only during events
 3. Who provides food service and concession employees? Centerplate
 4. Do SMG employees set up stages, lighting, etc. for rock concerts? No
 5. During fiscal year 2010-2011, what was the maximum number of employees at any one event at the Superdome? 1200
 6. Does the Superdome have any foreign travel? Do they send people to international venues to discover other means to run the arenas? No
5. Miscellaneous questions regarding the New Orleans Arena:
 1. Of the current count of security officers, how many are armed with guns? 25 full-time officers and 60 part-time officers. Are they properly trained? yes
 2. Is security guard coverage sub-contracted out? Only during events
 3. Who provides food service and concession employees? Centerplate
 4. Do SMG employees set up stages, lighting, etc. for rock concerts? No
 5. During fiscal year 2010-2011, what was the maximum number of employees at any one event at the New Orleans Arena? 450
 6. Does the New Orleans Arena have any foreign travel? Do they send people to international venues to discover other means to run the arenas? No

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE A	*		*	
WC-20	*	SUPERDOME AND ARENA	*	March 14, 2012	*	3 of 35
GENERAL INFORMATION						
** THIS PAGE DOES NOT HAVE TO BE RETURNED **						

6. Safety Training Schedule for the Superdome and New Orleans Arena. All safety training classes is provided January through April.

2012 Safety Training Schedule

Jan	30	Personal Protective Equipment
Feb	1	Protective Equipment
	2	Protective Equipment
	7	Respirators
	9	Scaffold Safe Work Practices
	14	Communication
	15	Communication
	28	Protective Equipment
	29	Protective Equipment
Mar	1	Protective Equipment
	6	Blood Borne Pathogens
	13	CPR/First Aid
	14	CPR/First Aid
	15	PR/First Aid
	20	Safe Operation of Hand Tools
	22	Ariel Lifts (8a & 1p)
Apr	10	Slips, Trips & Falls
	12	OSHA Right To Know
	17	Fire Prevention

7. The 2010-2011 Financial Statement Audit for the Louisiana Stadium and Exposition District issued December 14, 2011 can be found at <http://doa.louisiana.gov/orm/uwnewbid.htm>.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE B	*		*	
WC-20	*	EARNED PREMIUM AND LOSS EXPERIENCE INFORMATION	*	March 14, 2012	*	4 of 35
** THIS PAGE DOES NOT HAVE TO BE RETURNED **						

SCHEDULE B

EARNED PREMIUM AND LOSS EXPERIENCE INFORMATION

Policy Year	Total Claims	Claims Closed	Claims Open	Total Incurred Losses	Premium Paid
07-01-2006/2007	5	5	0	\$5,148	\$660,173
07-01-2007/2008	11	10	1	\$135,496	\$939,864
07-01-2008/2009	5	5	0	\$50,618	\$534,702
07-01-2009/2010	7	7	0	\$42,667	\$444,288
07-01-2010/2011	12	9	3	\$956,376	\$458,457
07-01-2011/2012	3	2	1	\$4,594	\$413,096*

As of 1/5/2012

*Premiums have not been audited

PROPOSAL NO. * INVITATION FOR BID * DATE * PAGE
 * SCHEDULE B *
 WC-20 * EARNED PREMIUM AND * March 14, 2012 * 5 of 35
 * LOSS EXPERIENCE *
 * INFORMATION *
**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

Acc Date	Policy / Location	Status	Close Date	Medical	Indemnity	Expense	EmpLiab	Total	Accident Description
07/07/06	86037-D / 260768	CLOSED	05/09/07	1,032	0	26	0	1,058	THE EMPLOYEE WAS PAINTING THE FLOOR. WHILE PAINTING, THE EMPLOYEE STRAINED HIS LOWER BACK. VENDOR-UNKNOWN
07/24/06	86037-D / 260768	CLOSED	06/01/07	1,170	0	63	0	1,234	THE EMPLOYEE WAS LOADING CHAIRS ON DOLLY. THE EMPLOYEE STEPPED DOWN ON LEFT LEG AND TWISTED HIS LEFT KNEE. VENDOR-DOCTOR UNKNOWN
01/03/07	86037-D / 260768	CLOSED	05/16/07	1,450	0	17	0	1,467	THE EMPLOYEE WAS WALKING. THE EMPLOYEE SLIPPED AND FELL CAUSING AN INJURY TO THE ELBOW AND LEG. VENDOR-UNKNOWN
01/29/07	86037-D / 260768	CLOSED	04/26/07	1,260	0	7	0	1,267	THE EMPLOYEE WAS CRAWLING THROUGH A/C UNIT. THE EMPLOYEE HEAD WAS CUT BY NAIL AND A SCREW THAT WAS HANGING DOWN.
03/23/07	86037-D / 260768	CLOSED	05/21/07	40	83	0	0	122	THE EMPLOYEE WAS SITTING IN THE SECURITY VEHICLE. THE EMPLOYEE WAS BITTEN ON THE LEFT ARM, WHILE IN VEHICLE. VENDOR-UNKNOWN
08/08/07	86037-D / 260768	CLOSED	10/30/07	980	0	11	0	991	THE EMPLOYEE WAS WALKING INTO THE ENGINEERING DEPT. THE EMPLOYEE'S HAND WAS FRACTURE WHEN HE HIT IT AGAINST THE DOOR FRAME.
08/09/07	86037-D / 260768	CLOSED	04/01/08	767	0	39	0	805	EMPLOYEE WAS WALKING DOWN STAIRS. THE EMPLOYEE MISSED HIS STEP AND TWISTED HIS LEFT ANKLE.
08/20/07	86037-D / 260768	CLOSED	10/29/07	2,295	0	17	0	2,312	EMPLOYEE WAS WALKING TO AN AREA. WHILE WALKING THE EMPLOYEE SLIPPED AND FELL INJURING HER LEFT WRIST, THUMB AND KNEE. VENDOR-OCHSNER
11/11/07	86037-D / 260768	CLOSED	08/22/08	4,308	0	146	0	4,454	The employee was walking in parking lot. The employee fell and sprained his right little finger.

01/04/08	<u>86037-D / 260768</u>	CLOSED	03/18/08	802	0	13	0	815	EMPLOYEE WAS CLIMBING DOWN LADDER. THE EMPLOYEE'S FOOT SLIPPED, CAUSING AN INJURY TO HIS RIGHT ANKLE.
01/15/08	<u>86037-D / 260768</u>	CLOSED	04/28/08	2,373	0	30	0	2,402	The employee was working. The employee fell on his knee, causing a strain to the knee and leg. Vendor-Concentra
01/29/08	<u>86037-D / 260768</u>	CLOSED	09/24/10	44,345	34,694	1,231	0	80,270	The employee was rolling a temporary stage down a ramp. THE STAGE FELL ON THE EMPLOYEE, CAUSING AN INJURY TO THE hip and leg. Vendor-Tulane
02/03/08	<u>86037-D / 260768</u>	CLOSED	03/31/08	829	0	26	0	855	"FELL ON LEFT KNEE." "FELL ON LEFT KNEE."
02/16/08	<u>86037-D / 260768</u>	CLOSED	03/25/08	642	0	13	0	654	EMPLOYEE WAS WALKING DOWN STAIRS. THE EMPLOYEE FELL ON HER KNEES. VENDOR-UNKNOWN
04/09/08	<u>86037-D / 260768</u>	CLOSED	06/24/08	586	651	7	0	1,243	The employee was walking on the arena floor. The employee tripped and fell over electrical cords. Vendor-University
05/23/08	<u>86037-D / 260922</u>	CLOSED	03/22/10	27,449	12,917	329	0	40,695	The employee was walking on the arena floor. The employee slipped and fell due to a wet like substance that was on the floor. Vendor - Concentra / Touro
07/15/08	<u>86037-D / 260768</u>	CLOSED	08/12/08	790	0	4	0	794	The employee was putting out barricades. While putting out barricades the employee kicked the barricade and injured his foot.
09/09/08	<u>86037-D / 260768</u>	CLOSED	10/24/08	9,436	2,949	14	0	12,399	The employee was lifting his tool bag. While lifting tool bag the employee felt a pull. Possible hernia. Vendor: Unknown
10/21/08	<u>86037-D / 260768</u>	CLOSED	08/21/09	14,958	0	162	0	15,120	The employee was entering the bathroom. While entering the bathroom the floor was wet and the employee fell forward on her hands and knees. Vendor: Unknown
11/05/08	<u>86037-D / 260768</u>	CLOSED	10/29/10	3,575	5,028	12,317	0	20,920	EMPLOYEE WAS DIRECTING VEHICLES TO PARK. THE EMPLOYEE'S LEG WAS STRUCK BY A VEHICLE. VENDOR-UNKNOWN
11/25/08	<u>86037-D / 260768</u>	CLOSED	12/31/08	885	478	22	0	1,385	EMPLOYEE WAS PICKING UP PIECES FROM THE BASKETBALL COURT. THE EMPLOYEE FELT LOWER BACK PAIN.
									The employee was exiting an

PROPOSAL NO. * INVITATION FOR BID * DATE * PAGE
 WC-20 * SCHEDULE B *
 * EARNED PREMIUM AND *
 * LOSS EXPERIENCE *
 * INFORMATION *
 * 7 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

08/17/09	<u>86037-D / 260922</u>	CLOSED	09/29/09	1,825	0	25	0	1,850	elevator on level 600. The employee slipped in an oil/grease type substance and fell injuring his knee/ankle. Vendor - Concentra/Ochsner
01/20/10	<u>86037-D / 260922</u>	CLOSED	05/05/10	1,386	1,351	49	0	2,786	The employee was driving a "floor cleaning vehicle". While driving the "floor cleaning vehicle", the employee struck a wall and injured his right foot/ankle. Vendor - Concentra
04/28/10	<u>86037-D / 260768</u>	CLOSED	11/17/10	11,306	9,951	73	0	21,331	The employee was using a knife to cut a tie wrap, which was wrapped around cables. The knife slipped and struck the employee's index finger.
04/29/10	<u>86037-D / 260768</u>	CLOSED	05/24/11	0	0	100	0	100	Details are unknown at this time. Details are unknown at this time.
05/25/10	<u>86037-D / 260922</u>	CLOSED	08/12/11	1,374	1,171	15	0	2,559	The employee was getting a mop bucket. There was water on the floor. The employee slipped and her left foot struck a wall. She complains of ankle and toe pain. Vendor - Concentra
05/09/10	<u>86037-D / 260768</u>	CLOSED	08/23/10	1,326	218	39	0	1,583	The employee was dumping a bucket of water. The bucket slipped out of the employee's hand causing an injury to her right wrist.
06/14/10	<u>86037-D / 260922</u>	CLOSED	10/20/10	3,697	8,618	143	0	12,458	The employee was on a lift. The employee jumped off the lift, fracturing his right ankle.
08/03/10	<u>86037-D / 260768</u>	CLOSED	03/14/11	1,048	0	37	0	1,085	The employee was doing electrical work. The employee was standing and moved backwards and fell over material on the floor. Vendor: Concentra
09/20/10	<u>86037-D / 260768</u>	ACTIVE, ELIGIBLE		45,541 86,764	29,172 46,491	681 2,617	0 0	75,394 135,872	The employee was removing and stacking hand rails. The employee strained his neck and shoulder. Vendor: Concentra Medical Centers
10/05/10	<u>86037-D / 260768</u>	ACTIVE, ELIGIBLE		44,900 184,589	38,341 293,937	5,987 15,938	0 0	89,228 494,464	The employee went to flip a breaker. The employee fell backwards on the wet floor injuring his Head, neck, back, R shoulder, and knees.
12/22/10	<u>86037-D / 260768</u>	CLOSED	08/25/11	579	0	9	0	589	The employee was standing on post. The rolling doors came down and hit the employee's head and back of her neck.
02/23/11	<u>86037-D / 260768</u>	CLOSED	11/11/11	12,886	0	27	0	12,913	The employee was assisting patrons to their seats. The employee was pushed and fell into the seat.

PROPOSAL NO. * INVITATION FOR BID * DATE * PAGE
 * SCHEDULE B *
 WC-20 * EARNED PREMIUM AND * March 14, 2012 * 8 of 35
 * LOSS EXPERIENCE *
 * INFORMATION *
**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

03/24/11	<u>86037-D / 260768</u>	CLOSED	06/17/11	460	0	9	0	469	The employee was standing on post. The employee fell. Vendor: Touro
04/08/11	<u>86037-D / 260768</u>	CLOSED	06/17/11	1,974	0	4	0	1,977	The employee was standing on post. Kids were running down the concourse. The kids ran into employee's leg. Vendor: Touro
04/19/11	<u>86037-D / 260768</u>	ACTIVE, ELIGIBLE		22,113 40,000	10,644 31,608	195 2,500	0 0	32,952 74,108	The employee was lifting a table and motor. The employee strained his shoulder and upper arm.
05/17/11	<u>86037-D / 260768</u>	CLOSED	11/08/11	3,265	0	100	0	3,365	The employee was picking up a sheet of drywall. The employee felt pain in his shoulder. Vendor: Unknown
05/26/11	<u>86037-D / 260768</u>	TRANSFER TO RECOVERY		11,289 11,289	4,689 4,689	98 1,500	0 0	16,076 17,478	The employee was building steps. The IW was walking down portable steps after welding a hand rail onto them and slipped on metal shavings while he was walking down the steps.
06/03/11	<u>86037-D / 260768</u>	CLOSED	07/15/11	0	0	0	0	0	UNKOWN Stress
06/15/11	<u>86037-D / 260768</u>	CLOSED	08/31/11	222	0	184	0	406	The employee was bending over to wipe down sofas and pulling garbage. The employee's back was sore at the end of the day. Vendor: Unknown
09/20/11	<u>86037-D / 260768</u>	CLOSED	10/17/11	259	457	2	0	717	Employee performing janitorial duties The employee was having chest pains and fell into trench.
09/26/11	<u>86037-D / 260768</u>	CLOSED	10/27/11	377	0	0	0	377	The employee was walking in the building. The employee twisted his knee. Vendor: Unknown
10/25/11	<u>86037-D / 260768</u>	PENDING		0 3,000	0 0	0 500	0 0	0 3,500	The employee was pushing a garbage can. The employee fell.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	<i>SCHEDULE C</i>	*		*	
WC-20	*	<i>POLICY FORMS</i>	*	March 14, 2012	*	9 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

SCHEDULE C
POLICY FORMS AND ENDORSEMENTS

This schedule contains copy of the current policy forms and endorsements which reflect the minimum coverage that will be accepted for award of this IFB.

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

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	10 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WC 00 00 01A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
 2237 S. ACADIAN THRUWAY
 BATON ROUGE, LA 70808
 Carrier Id: 30120
 A Mutual Company

INFORMATION PAGE
 FOR POLICY NUMBER – 86037-D
Basic Rating Program

1. Policyholder:

SMG DBA FACILITY MANAGEMENT OF LOUISIANA
 PO BOX 91106
 Baton Rouge, LA 708219106

Agency:

10016
 EUSTIS INSURANCE INC.
 110 Veterans Memorial Blvd Ste 200
 Metairie, LA 70005

Payment Option: Annual Plan
 Federal ID: 232511871
 Entity Type: Other

2. Policy Period:

Effective: 12:01 AM 07/01/2011 Expires: 12:01 AM 07/01/2012

3. Coverage, Limits and Endorsements:

- A. Workers' Compensation Insurance: Part One of the policy applies only to the Workers' Compensation Law of the state of Louisiana.
- B. Employers Liability Insurance: Part Two of this policy applies to work in the state of Louisiana. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$1,000,000	each accident
Bodily Injury by Disease	\$1,000,000	policy limit
Bodily Injury by Disease	\$1,000,000	each employee
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: NONE
- D. This policy includes these endorsements and schedules:

- WC 00 00 01A Policy Information Page
- WC 99 00 00 Workers Compensation and Employers Liability Policy
- LWCC 4 General Endorsement
- LWCC 13 Other States - Incidental Operations Endorsement
- LWCC 38B Premium Obligations Endorsement
- LWCC 46 Cancellation Endorsement
- WC 00 03 01A Alternate Employer Endorsement
- WC 00 03 02 Designated Workplaces Exclusion Endorsement
- WC 00 03 13 Waiver of Our Right to Recover From Others
- WC 00 04 14 Notification of Change in Ownership Endorsement
- WC 00 04 21C Catastrophe(Other than certified acts of terrorism) Premium Endorsement
- WC 00 04 22A Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement
- WC 17 06 01D Louisiana Amendatory Endorsement
- picy inst sch Policy Installment Schedule

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 00 01A

4. Classifications:

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Premium Period: 07/01/2011 to 07/01/2012

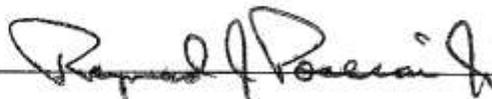
Classification	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
Police Officers & Drivers	7720	\$4,648,600.00	4.50	\$209,187.00
Clerical Office Employees NOC	8810	\$2,388,000.00	.31	\$7,403.00
Janitorial Services by Contractor - No Window Cleaning Above Ground Level & Drivers	9014	\$8,061,400.00	4.12	\$332,130.00
Subtotals:		\$15,098,000.00		\$548,720.00
Class Premium Total:				\$548,720.00

Premium Adjustment Type	Premium Adjustment Factor	Premium Adjustment Amount
Waiver of Subrogation Premium (Named)		\$100.00
Employers Liability Limits: 1M/1M/1M	0.028	\$15,364.00
Experience Modification Premium From: 07/01/2011 to 07/01/2012	0.86	-\$78,986.00
Schedule Rating Premium	1.031	\$15,041.00
Expense Constant		\$150.00
Foreign Terrorism	0.02	\$3,020.00

Total Estimated Annual Premium: \$503,409.00

Minimum Premium \$743.00 Deposit Amount

Countersigned By: _____



PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	12 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 00

Page 1

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
 Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number 86037-D

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmens compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE

WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits. We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	13 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 00

Page 2

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number 86037-D

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
 - a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	14 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 00

Page 3

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
 Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number 86037-D

**PART TWO
 EMPLOYERS LIABILITY INSURANCE**

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. for care and loss of services; and
3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. bodily injury intentionally caused or aggravated by you;
6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	15 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 00

Page 4

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
 Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number 86037-D

9. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. bodily injury to a master or member of the crew of any vessel;
11. fines or penalties imposed for violation of federal or state law; and
12. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits. We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident - each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.
 A disease is not bodily injury by accident unless it results directly from bodily injury by accident.
2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease - policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease - each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.
 Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	16 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 00

Page 5

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
 Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number 86037-D

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE – OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR – YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE – PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	17 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 00

Page 6

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
 Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number 86037-D

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX – CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	18 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 00
Page 7

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number 86037-D

2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

PART SEVEN – PROXY STATEMENT

Proxy Votes

Election of several members of our Board of Directors and certain significant corporate transactions are determined by majority vote of our policyholders, unless a different vote is required by law or our bylaws. You designate, by means of the application for this policy, the members of the Board of Directors as your proxy to vote on these important matters. Payment of each premium extends the proxy's effectiveness unless revoked by you. This proxy may be revoked by you by giving written notice of the revocation. This revocation may be in any form of writing either revoking the proxy or designating a different proxy and must be sent to us at 2237 South Acadian Thruway, Baton Rouge, Louisiana, 70808. In lieu of giving your proxy by means of the application for this policy, you may designate any other policyholder as your proxy by any form of writing which includes the policyholder's name and policy number, sent to us as indicated above. Notice of meetings to the proxy constitutes notice to the policyholders giving their proxies. However, additional notice of meetings will be sent to you or your proxy upon your proxy's written request for such notice directed to our secretary.

ISSUED BY THE LOUISIANA WORKERS' COMPENSATION CORPORATION:

BY: 
PRESIDENT & CHIEF EXECUTIVE OFFICER

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	19 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

LWCC 4

GENERAL ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
 Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number: 86037-D

Schedule of Workplaces and Trading as Names:

- Locations:
- Effective: 07/01/2011
 1500 Poydras
 1 Sugarbowl Dr
 New Orleans, LA 70112
 - Effective: 07/01/2011
 One Sugar Bowl Drive
 New Orleans, LA 70112
 - Effective: 07/01/2011
 1635 Girod Street
 New Orleans, LA 70112
 - Effective: 07/01/2011
 275 South River Road
 Baton Rouge, LA 70802

The following named businesses are included in policy coverage:

NAME	FEDERAL ID	EFF DATE	CANCEL DATE
SMG	232511871	01-JUL-11	01-JUL-12

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	20 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

LWCC 13
Page 1 of 2

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number 86037-D

IMPORTANT NOTICE:

THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS LIMITED. PLEASE READ THE ENDORSEMENT CAREFULLY, PARTICULARLY PARAGRAPH IV, DEFINITION.

IF YOU HIRE ANY EMPLOYEES TO WORK OUTSIDE LOUISIANA OR BEGIN OPERATIONS IN ANY STATE OTHER THAN LOUISIANA, YOU MUST OBTAIN INSURANCE COVERAGE IN THAT STATE AND DO WHATEVER ELSE MAY BE REQUIRED UNDER THAT STATE'S LAW, AS THIS LIMITED OTHER STATES ENDORSEMENT DOES NOT SATISFY THE REQUIREMENTS OF THAT STATE'S WORKERS' COMPENSATION INSURANCE LAW.

Part Three – Other States Insurance of the policy is deleted and replaced with the following: This endorsement adds Louisiana Workers' Compensation Corporation Limited Other States Insurance to the policy for incidental operations only.

I. Limited Other States Insurance

A. How this insurance applies to incidental operations.

We will pay promptly, when due, the benefits required of you by the workers compensation law of any state other than Louisiana, but only if the claim for such benefits involves work performed by a Louisiana employee. If we are not allowed to pay benefits on your behalf, we will reimburse you for amounts you are required to pay in designated states.

Section C through H of Part One of the policy will apply to Limited Other States insurance provided in this endorsement.

II. Employers Liability Insurance

Part Two (Employers Liability Insurance) applies to incidental operations of the insured covered by this endorsement as though the states shown in the Schedule were shown in Item 3.A. of the Information Page of the policy.

III. The following exclusions apply to the Limited Other States insurance provided by this endorsement and are in addition to the provisions stated in Part Two of the Workers' Compensation and Employers' Liability Policy:

A. The insurance afforded by this endorsement does not cover:

1. bodily injury to an employee while employed in work in a state where you have secured your obligation under the workers' compensation law by other insurance or by self-insurance;
2. bodily injury to an employee while employed in work in a state where you affirmatively rejected the workers' compensation law;
3. punitive or exemplary damages because of bodily injury to an employee.

Handwritten notes:
7/1 13 2011
2011/07/01

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	21 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

LWCC 13
Page 2 of 2

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number 86037-D

IV. Definition:

- A. "Incidental operations" means all of your operations in the states listed in the Schedule except for operations performed at or from a permanent location.
- B. "Louisiana employee" means an employee whose employment is principally localized in the State of Louisiana, or an employee who is working under a contract of hire made in Louisiana.
- V. The premium basis and rates for the classifications of work in any states shown in the Schedule are the same as if the work had been done in Louisiana.

Schedule

Designated States: All states except those states listed in Item 3.A. of the Information page and North Dakota, Ohio, Washington and Wyoming.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	22 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

LWCC 38B

PREMIUM OBLIGATIONS ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
 Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number: 86037-D

Part Five - Premium, Section D. Premium Payments is replaced with the following:

D. Premium Payments

You will pay all premiums when due. You will pay the premium even if part or all of a workers compensation law is not valid. The due date for audit and retrospective premiums is the date of the billing. Failure to provide us with a timely payment of premium constitutes breach of this insurance contract.

We will assess a late fee of \$25.00 or 1% of any unpaid balance, whichever is greater, on any late payment of premium. You agree to pay us for all damages caused by your breach including, but not limited to, unpaid premium amounts, reasonable attorney fees (in an amount equal to and fixed at 25% of the unpaid balance (principal and interest) or \$500.00, whichever is greater), and any costs incurred, including court costs, in the collection of any unpaid premium amounts. You further agree that reasonable attorney fees as calculated above shall be due to us whether we choose to retain in-house counsel directly employed with LWCC or outside counsel not employed with LWCC. If you at any time are in arrears to LWCC and LWCC places your account with an outside collection agency, you agree to pay all collection costs or 25% of the unpaid balance at the time of placement, whichever is greater.

You must assign the wages or salary of each employee and corporate officer to the highest rated classification that is applicable to any duties that person undertakes. Failure to report payroll as required using the proper rate classification for any employee constitutes breach of this insurance contract. You are liable for all damages caused by such breach including, but not limited to, all unpaid premium amounts, payments we make on any claim for benefits under the insurance policy brought by an employee whose wages have not been properly reported or whose rate classification is improper, court costs and attorney fees in an amount equal to and fixed at 25% of the unpaid balance (principal and interest) or \$500.00, whichever is greater. You further agree that reasonable attorney fees as calculated above shall be due to us whether we choose to retain in-house counsel directly employed with LWCC or outside counsel not employed with LWCC.

We will consider premium payments to have been made once received at a LWCC office. Payment is not considered made if your check is subsequently dishonored by the bank on which it is drawn.

Part Five - Premium, Section F. Records is replaced with the following:

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we request them. If you hire a subcontractor or independent contractor to work for you, you must obtain and keep a copy of the subcontractor or independent contractor's certificate of workers' compensation insurance showing valid workers' compensation insurance for the duration of the work performed by the subcontractor or independent contractor covering all owners/employees engaged to do the work.

Part Five - Premium Section G. Audit is replaced with the following:

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

Failure to provide reasonable access to such records that relate to this policy constitutes a breach of this insurance contract. We charge a premium of up to two times the most recent estimated annual premium together with reasonable attorney fees incurred by LWCC in obtaining compliance with the required audit or in collecting such premium.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	23 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

LWCC 38B

PREMIUM OBLIGATIONS ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
 Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number: 86037-D

Part Five - Premium, Section H. Consideration is added to read as follows:

H. Consideration

LWCC is a private, nonprofit, mutual insurance company. As with other private carriers, the laws and protections prescribed in the Louisiana Insurance Code apply to us. The full faith and credit of the state of Louisiana does not guarantee the legal obligations of LWCC under this policy or the legal obligations of any other private carrier doing business in the state.

Other Terms

East Baton Rouge Parish shall be the venue for any disputes or legal matters arising under this policy.

All other terms remain the same.

06/15/2011 11:23 AM

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	24 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

LWCC 46
(Ed. 08-10)

LOUISIANA PREMIUM CALCULATION ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number 86037-D

CANCELLATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Louisiana is shown in Item 3.A. of the Information Page.

The Premium provision under Part Five, Paragraph E.2., of the policy is replaced by this Condition:

E. Final Premium

2. If you cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

LWCC 46

Endorsement Effective Date: 07/01/2011

Print Date: 06/15/2011

07/14/11 10:11 AM
SMG DBA FACILITY MANAGEMENT OF LOUISIANA

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	25 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 01A

ALTERNATE EMPLOYER ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
 Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number 86037-D

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. **Alternate Employer**
 BLANKET

Address

2. **State of Special or Temporary Employment**

3. **Contract of Project** This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	26 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 02

DESIGNATED WORKPLACES EXCLUSION ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
 Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number 86037-D

The policy does not cover work conducted at or from

All locations, except SMG employees as respects to operations for the Louisiana Superdome and New Orleans Arena.

02/11/12 10:00 AM

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	27 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
 Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number 86037-D

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Effective Date: July 1, 2011
 ZELIA LLC
 5800 AIRLINE DR
 Metairie, LA 70003

03 14 2012

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	28 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 14

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
 Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number 86037-D

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

02-14-11 11:20 AM

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	29 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 04 21 C
Page 1 of 1

**CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM)
PREMIUM ENDORSEMENT**

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number: 86037-D

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (other than Certified Acts of Terrorism) as that term is defined below.

Your policy provides coverage for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism).

The premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 A), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (other than Certified Acts of Terrorism): Any single event resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An act that is not certified as an Act of Terrorism by the Secretary of Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that has been committed by an individual or individuals 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.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (other than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

<u>State</u>	<u>Schedule</u>	<u>Rate</u>	<u>Premium</u>
INCLUDED IN LWCC BASE RATE			

RECEIVED
 MAR 14 2012 11:14:20
 WORKERS COMPENSATION
 DIVISION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured	Effective Policy No.	Endorsement No. Premium:
Insurance Company	Countersigned by _____	

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	32 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 17 06 01D
Page 1

LOUISIANA AMENDATORY ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number: 86037-D

This endorsement applies only to the insurance provided by the Policy because Louisiana is shown in Item 3.A. of the Information Page.

PART SIX – CONDITIONS

The **Cancellation** Condition of the policy is replaced by this Condition:

D. Cancellation

1. If coverage has not been in effect for sixty days and the policy is not a renewal, cancellation shall be effected by mailing or delivering a written notice to the first-named insured at the mailing address shown on the policy at least sixty days before the cancellation effective date, except in cases where cancellation is based on nonpayment of premium. Notice of cancellation based on nonpayment of premium shall be mailed or delivered at least ten days prior to the effective date of cancellation. After coverage has been in effect for more than sixty days or after the effective date of a renewal policy, no insurer shall cancel a policy unless the cancellation is based on at least one of the following reasons:
 - a. Nonpayment of premium.
 - b. Fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy.
 - c. Activities or omissions on the part of the named insured which change or increase any hazard insured against, including a failure to comply with loss control recommendations.
 - d. Change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including an increase in exposure due to regulation, legislation, or court decision.
 - e. Determination by the commissioner of insurance that the continuation of the policy would jeopardize a company's solvency or would place the insurer in violation of the insurance laws of this state or any other state.
 - f. Violation or breach by the insured of any policy terms or conditions.
 - g. Such other reasons that are approved by the commissioner of insurance.
2.
 - a. A notice of cancellation of insurance coverage by an insurer shall be in writing and shall be mailed or delivered to the first-named insured at the mailing address as shown on the policy. Notices of cancellation based on conditions 1.b. through 1.g. above shall be mailed or delivered at least thirty days prior to the effective date of the cancellation; notices of cancellations based upon condition 1.a. above shall be mailed or delivered at least ten days prior to the effective date of cancellation. The notice shall state the effective date of the cancellation.
 - b. The insurer shall provide the first-named insured with a written statement setting forth the reason for the cancellation where the insured requests such a statement in writing and the named insured agrees in writing to hold the insurer harmless from liability for any communication giving notice of or specifying the reasons for a cancellation or for any statement made in connection with an attempt to discover or verify the existence of conditions which would be a reason for cancellation under this endorsement.
3. Nothing in this endorsement shall require an insurer to provide a notice of cancellation or a statement of reasons for cancellation where cancellation for nonpayment of premium is effected by a premium finance agency or other entity pursuant to a power of attorney or other agreement executed by or on behalf of the insured.

JUN 15 2011 11:20
 22 11:1:20

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	33 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

LOUISIANA AMENDATORY ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number: 86037-D

4. An insurer may decide not to renew a policy if it delivers or mails to the first-named insured at the address shown on the policy written notice it will not renew the policy. Such notice of nonrenewal shall be mailed or delivered at least sixty days before the expiration date. Such notice to the insured shall include the insured's loss run information for the period the policy has been in force within, but not to exceed the last three years of coverage. If the notice is mailed less than sixty days before expiration, coverage shall remain in effect under the same terms and conditions until sixty days after notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date shall be considered pro rata based upon the previous year's rate. For purposes of this endorsement, the transfer of a policyholder between companies within the same insurance group shall not be a refusal to renew. In addition, changes in the deductible, changes in rate, changes in the amount of insurance, or reductions in policy limits or coverage shall not be refusals to renew.
5. Notice of nonrenewal shall not be required if the insurer or a company within the same insurance group has offered to issue a renewal policy, or where the named insured has obtained replacement coverage or has agreed in writing to obtain replacement coverage.
6. If an insurer provides the notice described in paragraph 4 above and thereafter the insurer extends the policy for ninety days or less, an additional notice of nonrenewal is not required with respect to the extension.
7. An insurer shall mail or deliver to the named insured at the mailing address shown on the policy written notice of any rate increase, change in deductible, or reduction in limits or coverage at least thirty days prior to the expiration date of the policy. If the insurer fails to provide such thirty-day notice, the coverage provided to the named insured at the expiring policy's rate, terms, and conditions shall remain in effect until notice is given or until the effective date of replacement coverage obtained by the named insured, whichever first occurs. For the purposes of this paragraph, notice is considered given thirty days following date of mailing or delivery of the notice. If the insured elects not to renew, any earned premium for the period of extension of the terminated policy shall be calculated pro rata at the lower of the current or previous year's rate. If the insured accepts the renewal, the premium increase, if any, and other changes shall be effective the day following the prior policy's expiration or anniversary date.
8. Paragraph 7 shall not apply to the following:
 - a. Changes in a rate or plan filed with the insurance rating commission and applicable to an entire class of business.
 - b. Changes based upon the altered nature or extent of the risk insured.
 - c. Changes in policy forms filed and approved with the commissioner and applicable to an entire class of business.
 - d. Changes requested by the insured.
9. Proof of mailing of notice of cancellation, or of nonrenewal or of premium or coverage changes, to the named insured at the address shown in the policy, shall be sufficient proof of notice.

Section I, **Actions Against Us**, of Part Two (Employers Liability Insurance) of the policy is replaced by the following:

I. Actions Against Us

You may not bring an action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	34 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 17 06 01D
Page 3

LOUISIANA AMENDATORY ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number: 86037-D

This Condition is added to the policy:

Your Right to Remove Agent

We will not change or remove the agent of record who wrote this policy prior to the termination or renewal of this policy unless you request the change or removal. If you request the change or removal of the agent, we will notify the agent in writing 15 days in advance of the change or removal.

2011 JUN 22 PM 4:20

PROPOSAL NO.	*	INVITATION FOR BID	*	DATE	*	PAGE
	*	SCHEDULE C	*		*	
WC-20	*	POLICY FORMS	*	March 14, 2012	*	35 of 35

**** THIS PAGE DOES NOT HAVE TO BE RETURNED ****

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

LWCC 7A
Page 1

NOTICE OF CANCELLATION ENDORSEMENT

Insurer: LOUISIANA WORKERS' COMPENSATION CORPORATION
Insured: SMG DBA FACILITY MANAGEMENT OF LOUISIANA

Policy Number 86037-D

This endorsement modified insurance provided under all Coverage Parts.

Except for non-payment of premium, non-payment of security deposit, a material change in ownership or a request by you to cancel your policy, the "cancellation" condition or "canceling this Policy during the Policy Period" Condition is amended to read 30 days. Our notification of cancellation will only extend to company names listed below:

Master Service Agreement Participant(s)

CIRQUE DU SOLEIL AMERICA INC

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

LWCC 7A

Endorsement Effective Date: 09/07/2011

09/08/2011 09:28:10 AM
RISK MANAGEMENT
OFFICE OF
Print Date: 09/08/2011