

CITY OF EAST PALO ALTO



Request for Proposals FOR 9-1-1 DISPATCH SERVICES

East Palo Alto Police Department
141 Demeter Street
East Palo Alto, CA 94303

Release Date: 7/1/2025

Requests for Clarification
Due Date: 7/25/2025

Proposal & Cost Proposal
Due Date: 8/8/2025



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1. Introduction

The City of East Palo Alto Police Department (EPA PD) is seeking proposals from qualified San Mateo County agencies to provide 911 dispatch and call-taking services for the department. The awarded proposer will provide round-the-clock dispatch and call-taking coverage, supporting the City's emergency response operations. The proposer **must** have experience with and be currently utilizing the Sunridge RIMS Computer-Aided Dispatch (CAD) system and be able to integrate seamlessly with EPA PD's existing infrastructure.

This RFP outlines the requirements, scope of work, and submission guidelines for the 911 dispatch services contract. The purpose of this RFP is to identify an experienced and reliable agency capable of providing high-quality dispatch and call-taking services that meet the needs of the East Palo Alto Police Department and its community.

a. City General Information and Governance

The following sections provide general information regarding the City governance structure and financial reporting requirements:

The City of East Palo Alto, incorporated in 1983, is the newest city in San Mateo County with a population of approximately 28,850 people and a size of 2.5 square miles. East Palo Alto is one of California's most vibrant and diverse communities, in the San Francisco Peninsula and nestled within the heart of Silicon Valley. East Palo Alto is centrally located to international travel and is a central location to major neighboring tech companies and employers. Priding itself on its unique and multi-cultural community, East Palo Alto represents youthful, diverse, and hard-working individuals. The City has long believed in supporting its elder population through facilities like the East Palo Alto Senior Center.

The City of East Palo Alto operates under a Council/Manager form of government. Its mission is to provide responsive, respectful, and efficient public services to enhance the quality of life and safety for the community. The City fiscal year begins on July 1 and ends on June 30. City Hall is at 2415 University Avenue, East Palo Alto, CA 94303.

The East Palo Alto Police Department is located at 141 Demeter Street, East Palo Alto, CA 94303. The facility houses records, administrative and patrol services. The Criminal Investigations Division is located at 219 Demeter Street, East Palo Alto, CA 94303. The facility houses not only the detective unit, but also property and evidence as well as a training/conference room. EPA PD is authorized for 36 sworn personnel, 8 Community Service Officers, 1 Support Services Manager, 1 Records Supervisor, 2 Records Clerks I, 2 Records Clerks II, 1 Property/Evidence Clerk and a Management Analyst II. The Command Staff is comprised of the Police Chief and 2 Captains. The Department's operating budget for fiscal year 2024-2025 is \$15.5 million. EPA PD's 2024 calls for service were 23,222 and the total incidents were 28,149.

2. Scope of Work

The selected proposer will be responsible for the following:

1. Dispatch Services:

- Provide 24/7 dispatch coverage for emergency and non-emergency calls to the East Palo Alto Police Department, ensuring timely and accurate deployment of police resources.
- Utilize Sunridge RIMS CAD system for dispatch operations, with mapping software, mobile mapping software and E911 and Next Gen (NG911) link software in use.
- Maintain comprehensive, real-time logs of all dispatches and actions taken during incidents.
- Coordinate with neighboring jurisdictions, fire, and medical units as needed for mutual aid.
- Make entries into the California Law Enforcement Telecommunications Systems (CLETS), such as Automated Firearm System, Missing/Unidentified Persons System, Stolen Vehicle System, Automated Property System, etc.
- Provide full access to State of California Automated Criminal History and FBI III Systems
- Monitor ShotSpotter and FLOCK automated license plate reader systems
- Conduct inquiries for officers into Federal, State, Regional and local databases through CLETS and Collaborate, and research local records as requested.
- Make entries and inquiries into CAD BOLO system.
- Assign report numbers to incidents.

2. Call-Taking Services:

- Provide 24/7 coverage for all incoming 911 emergency calls and non-emergency calls.
- Screen, prioritize, and triage calls to ensure rapid response to critical situations.
- Record call details in the Sunridge RIMS CAD system.
- Provide public safety information and support to callers when appropriate.
- Accept calls for after-hours emergencies pertaining to sewer, power, street and water issues and callout appropriate personnel.

3. System Integration:

- Ensure compatibility with and proper use of the existing Sunridge RIMS CAD system.
- Provide the necessary interface and support for EPAPD staff to integrate dispatch services effectively.
- Propose full training of our employees prior to implementation and go-live.
- Propose ongoing training that is maintained throughout the duration of the contract term.
- Offer system troubleshooting and maintenance services for the RIMS CAD system as needed.
- Incorporate new technology and/or law enforcement solutions as needed and necessary.
- Manage the entire transition process from our existing dispatch center to the new center, including rerouting 9-1-1 and non-emergency phone calls, as well as porting our existing non-emergency phone line.
- Be responsible for integration in collaboration with East Palo Alto PD staff and City of East Palo Alto IT Department.

(EPAPD will provide at least two (2) years of historical data with the chosen proposer. Any later historical data sharing can be negotiated prior to implementation.)

4. Quality Assurance:
 - Monitor call quality and dispatch performance to ensure all service standards are met.
 - Provide regular reporting and analytics on call volume, response times, and other performance metrics.
 - Implement ongoing training programs for dispatchers and call takers to maintain high levels of competency and professionalism.
 - Provide troubleshooting and other technical support and assistance for various systems
 - Provide five (5) business days' notice of scheduled system maintenance or other anticipated system downtime.
5. Compliance & Reporting:
 - Adhere to all local, state, and federal laws regarding dispatch services and 911 operations.
 - Provide regular performance reports to the EPAPD, including incident data, response times, and dispatcher performance.
 - Collaborate with EPAPD to resolve any issues or concerns related to dispatch operations.
 - Conduct monthly status meetings for the first six (6) months of the contact period, then quarterly to ensure service levels are met. Provider shall create an agenda circulated at least 72 hours in advance of the meeting
6. Upon Termination of Contract
 - Either party may terminate the agreement with or without cause by giving no less than eighteen (18) months written notice of termination. Upon notice of termination, the agencies shall work together to allow both departments the ability and time necessary to provide previously shared computer services on an independent basis.
 - Upon termination, EPA PD will be entitled to transfer a copy of all information from the Computer Aided Dispatch (CAD) and Records Management System (RMS) relating to EPAPD records as well as any incidents handled by or involving East Palo Alto. Provider will provide the City with a copy of its data in machine readable format that is acceptable to the City at least six (6) months before the termination date and will work amicably with City staff to resolve any technical issues such that this data is accessible.
7. Duration of Contract
 - The duration of the contract shall be five (5) years, with subsequent extensions to be negotiated in increments of five (5) years.
8. Not a Joint Powers Agreement
 - Nothing contained in this Agreement is intended to, nor shall it be construed in any way, to be a joint powers agreement of any kind.

3. Service Delivery Plan for Dispatch Services

1. Overview

- The selected vendor will provide 24/7 emergency and non-emergency dispatch services for the East Palo Alto Police Department (EPAPD). The vendor must meet or exceed the following measurable service levels to ensure reliable and efficient emergency response.

2. Scope of Services & Performance Standards

• Service Component	• Performance Standard
• 911 Call Answer Time	• 95% of 911 calls must be answered within 10 seconds.
• Non-Emergency Call Answer Time	• 90% of non-emergency calls must be answered within 20 seconds.
• Dispatch Time for Priority 1 Calls (Life-Threatening Emergencies)	• 90% of Priority 1 calls must be dispatched within 60 seconds of call receipt.
• Dispatch Time for Priority 2 Calls (Serious but Non-Life-Threatening Calls)	• 90% of Priority 2 calls must be dispatched within 90 seconds.
• Dispatcher Staffing Level	• Maintain a minimum of one dispatcher and one calltaker on duty at all times.
• System Uptime	• CAD and 911 systems must maintain 99.99% uptime, with contingency plans for outages.
• Accuracy of Call Classification	• 98% of calls must be correctly classified based on established priority levels.
• Language Interpretation Services	• Ensure access to real-time interpretation for 100% of non-English-speaking callers.
• Data Entry Accuracy	• 98% accuracy in CAD system entries and officer dispatch logs.

3. Staffing and Training Requirements

The proposer must:

- Maintain a staffing ratio sufficient to handle peak call volumes, with a documented surge plan for major incidents.
- Ensure 100% of dispatchers are POST-certified before assuming independent duties.
- Provide at least 40 hours of continuing education annually per dispatcher, including crisis communication and de-escalation training.
- Conduct quarterly performance evaluations for dispatchers, with corrective action plans as needed.
- Familiarize dispatchers with East Palo Alto geography, personnel and procedures through meetings, ride alongs and training. Additionally, officers will familiarize themselves with dispatch operations through sit alongs with the dispatchers.

4. Technology and Infrastructure

To ensure high quality of service, the proposer must:

- Use a Next-Generation 911 (NG911) system with real-time location tracking.
- Maintain full CAD integration with EPAPD's records management system.

- Provide redundant power and network systems to guarantee continuous operations.
- Maintain compliance with CALEA and NENA standards for emergency dispatch operations.

5. Reporting and Compliance

The vendor will submit monthly performance reports detailing:

- Call volume, categorized by emergency and non-emergency calls.
- Response time compliance, broken down by priority levels
- System uptime statistics and incident logs for any service disruptions.
- Accuracy audits on call classification and CAD data entry.
- Quality assurance reviews, including random sampling of call recordings for compliance.

6. Implementation and Timeframe

Phase	Timeframe	Key Deliverables
Phase 1: Setup & Training	Month 1-2	System integration, staff onboarding, initial training completion.
Phase 2: Pilot Testing	Month 3	Test response times, conduct mock emergency scenarios, fine-tune operations.
Phase 3: Full Deployment	Month 4	Official service launch, with continuous monitoring.
Ongoing Evaluation	Monthly & Annually	Performance audits, Service Level Agreement compliance checks, and contract reviews.

4. Proposal & Project Timeline and Contacts

a. Key Dates

RFP Release Date	July 1, 2025
Request for Clarifications Due Date	July 25, 2025
Proposal and Cost Proposal Due Date	August 8, 2025
	4pm
Interviews with City Staff (If needed)	September 19, 2025
Contract awarded by City Council	September 30, 2025

b. Contacts

- **Requests for clarifications** concerning the RFP must be received by email [and](#) [should be](#) addressed to: Heather Mulligan Gonzalez, hmgonzalez@cityofepa.org
- **Proposals (excluding cost proposal)** must be submitted via email to Heather Mulligan-Gonzalez, hmgonzalez@cityofepa.org The subject line of the email should be “[Agency name]’s Proposal for East Palo Alto Police 9-1-1 Dispatch Services”.
- **Cost proposals only** must be submitted via email to James Colin, jcolin@cityofepa.org The subject line of the email should be “[Agency name]’s Cost Proposal for East Palo Alto Police 9-1-1 Dispatch Services”.

Submissions must be received, in full, by the City at or before the stated date and time to be considered.

5. Proposal Guidelines

a. General Guidelines

Failure to comply with the requirements set forth in this RFP may result in disqualification. To be accepted, proposals and/or modifications must be received at the time and date specified above. Submitted proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. No handwritten notations or corrections will be allowed. The responding Consultant is solely responsible for all costs related to preparing the proposal.

The City reserves the right to reject all proposals and to waive any minor informalities or irregularities in any proposal. Acceptance of any proposal submitted under this RFP shall not make up any implied intent to enter a contract.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. All proposals and material submitted will become the property of the City and will not be deemed confidential or proprietary. The City reserves the right to award in whole or in part, by item or group of items, by section or geographic area, when such action serves the best interests of the City. The City and Contractor may agree to add additional areas to the contract (Attachment) by mutual agreement later.

Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be on conforming to the RFP instructions, responding to the RFP requirements, and providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected.

b. Proposal Requirements

The following proposal sections are to be included in the Proposer's response:

1. **Cover Sheet**

- Guarantees whoever is submitting the proposal has the authority to sign and bind the Proposer to the proposal
- Guarantees no one from their Agency involved in this proposal or who would be working on the contract has a conflict of interest, as defined by law, with respect to this proposal or the resulting contract
- Give the City of East Palo Alto staff and consultants full authority to check references

2. **Agency Overview:**

- Name, address, and contact information for the proposing agency.
- Name and contact information for the lead representative (the person in charge) from their Agency.
- A brief history of the agency, including years of experience providing 911 dispatch services.
- Overview of agency's experience with the Sunridge RIMS CAD system.

3. **Proposed Services:**

- A detailed description of the proposed dispatch services, including staffing, hours of coverage, and emergency response protocols.
- Information on the agency's capabilities to provide 24/7 call-taking services, handle high call volumes, and critical incidents.
- Explanation of the integration process with the East Palo Alto Police Department's existing systems and any required training.

4. **Technology & System Integration:**

- Explanation of how the agency will use the Sunridge RIMS CAD system for dispatching and call-taking services.
- Description of any additional tools, systems, or technologies the agency will use to enhance service quality or efficiency, such as encrypted end-to-end communication, automated license plate reader systems
- A plan for ensuring staff receive ongoing support and training.

5. **Personnel:**

- A summary of the qualifications and certifications of the agency's dispatchers and call takers.
- Information on staffing levels, including how the agency will meet 24/7 coverage requirements and handle peak call volumes.
- A plan for ongoing training, certification, and professional development of dispatch personnel

6. **Performance Metrics & Reporting:**

- Description of how the agency will monitor and report on performance, including response times, call accuracy, and dispatcher performance.
- A sample of performance reports the agency would provide to EPAPD on a regular basis.
- Procedures for addressing any performance issues or concerns.
- Contingency plans for CAD and 911 systems outages.

- For all areas your agency provides dispatch services (including any other contract areas), the following average data from 7/1/2024 through 6/30/2025:
 1. What percentage of 911 calls were answered within 10 seconds?
 2. What percentage of non-emergency calls were answered within 20 seconds?
 3. What percentage of Priority 1 calls (life-threatening emergencies) were dispatched within 60 seconds of call receipt?
 4. What percentage of Priority 2 calls (serious but non-life-threatening) were dispatched within 90 seconds of call receipt?
 5. What percentage of the time in a 24-hour cycle did the agency maintain a minimum of one dispatcher and one calltaker on duty?
 6. What percentage of the time were CAD and 911 systems up and fully functional?
 7. What percentage of calls are correctly classified based on established priority levels?
 8. What percentage of calls had real-time interpretation for non-English speaking callers?
 9. What percentage of accuracy is there in your CAD system entries and officer dispatch logs?

7. Proposed Changes to the Contract Template

- The proposal should include requested changes (if any) to the standard City professional services contract. Any changes not listed in the proposal will be deemed waived such that the proposer cannot later raise these changes.

8. Cost Proposal:

- A detailed breakdown of the proposed cost for providing 24/7 dispatch and call-taking services, including any initial setup or integration fees, monthly service charges, and any other costs associated with the proposal, including the onboarding cost to transition EPAPD from the Office of Public Safety Communications to their agency platform.
- A clear explanation of payment terms and invoice procedures.
- The fee proposal shall be separately emailed and shall contain all pricing information related to performing the scope of services as described in this RFP. Any fees, costs or reimbursements not listed in the cost proposal will not be added to the contract and cannot be charged to the City. The City will not be responsible for expenses incurred in preparing and submitting the proposal or the cost proposal.

6. Selection Criteria and Evaluation Process

The project's core implementation team, comprised of City staff, will be responsible for the bid evaluations. This team, in accordance with the criteria listed below, will evaluate all proposals received as specified. The City team members, in applying the major criteria to the proposals, may consider additional criteria beyond those listed.

The final selection will be the proposer which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The skill and ability of the proposer performing the services is a key component of the selection criteria. The written proposal should clearly demonstrate how the proposer could best satisfy the requirements of City.

The City maintains the sole and exclusive right to evaluate the merits of the proposals received. Proposals will be evaluated based on the following criteria:

1. **Experience & Qualifications** – Demonstrated expertise in 911 dispatch services and proficiency with the Sunridge RIMS CAD system.
2. **Technical Approach** – The proposer's ability to integrate with EPAPD's existing infrastructure and provide reliable 24/7 dispatch and call-taking services.
3. **Quality Assurance** – Commitment to monitoring, improving, and reporting on dispatch service quality.
4. **Cost** – Total cost and pricing structure in relation to the value of the services provided. Cost will be one of the factors in determining the selection, and as such, the contract might not be awarded to the lowest Proposer.

The City will undertake the following evaluation process:

- Proposals will be evaluated based on the following weighted criteria:

Criteria	Weight %
Compliance with Required Service Levels	30%
Staffing & Training Approach	20%
Technology & Infrastructure Readiness	20%
Experience and/or References	15%
Cost Proposal & Financial Viability	10%
Quality of Proposal	5%

- The City will review and evaluate all submitted documents received in response to the RFP.
- After the submittals are evaluated and ranked, the City, at its sole discretion, may elect to interview one or more respondents. Please note that respondents may be asked to submit additional documentation. In addition, the City reserves the right to select a proposal without conducting interviews.
- If staff select their preferred proposer, they will select the most qualified proposer with whom the City is able to successfully negotiate the compensation and terms and conditions of all agreements.
- Once a proposer is selected, staff will make a recommendation to the City Council. Final selection of an proposer and authority to proceed with these services shall be at the sole discretion of the City Council.
- The proposer should be prepared to enter into the agreement unless noted in their proposal.

The Attachment is the City's standard consulting services agreement. Consultants interested in proposing on this RFP should be prepared to enter into the agreement under the standard terms and should be able to provide the required insurance. If the City is unable to negotiate a satisfactory agreement, with terms and conditions the City determines, in its sole judgment, to be fair and reasonable, the City may then commence negotiations with the next most qualified firm in sequence, until a firm is selected, or a determination is made to reject all submittals.

7. General Conditions

Contractors are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, the Contractor represents and warrants that it has thoroughly examined and is familiar with work required under this RFP, that Contractor has conducted such additional investigation as it deems necessary and convenient, that Contractor is capable of providing the services requested by the City in a manner that meets the City's objectives and specifications as outlined in this RFP, and that Contractor has reviewed and inspected all materials submitted in response to this RFP. Once the contractor has been selected, a failure to have read the conditions, instructions, and specifications herein shall not be caused to alter the contract or for Contractor to request additional compensation.

a. Non-Discrimination Requirement

By submitting a proposal, the Contractor represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliations or opinion, age, or medical condition and will comply with the City of East Palo Alto's Policy Against Discrimination, Harassment, and Retaliation adopted by the East Palo Alto City Council on December 21, 2004.

Contractor and its subsidiaries shall comply with all applicable federal, State and local laws, rules and regulations regarding nondiscrimination and non-harassment in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, sexual orientation, medical condition or physical handicap. Contractor agrees to abide by the City of East Palo Alto's Policy Against Discrimination, Harassment, and Retaliation adopted by the East Palo Alto City Council on December 21, 2004.

b. Public Proposal

All Proposals and Cost Proposals are public records for the purposes of the California Public Records Act and may be shared in their entirety in accordance with that law. Proposers should not include any trade secrets or otherwise confidential information in their proposal.

c. Conditions of Proposal Acceptance

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this RFP, or to procure or contract for any services. The City reserves the right to: waive any minor irregularities or informalities contained within an RFP, and/or reject any or all proposals received as a result of this request, and negotiate with any qualified contractor, or to cancel the RFP in part or whole. All proposals and material submitted will become the property of the City and will not be deemed confidential or proprietary. The City reserves the right to award in whole or in part, by item or group of items, by section or geographic area, when such action serves

the best interests of the City. The City and Contractor may agree to add additional areas to the contract (Attachment) by mutual agreement later.

8. Protesting a Proposal

If you wish to protest the submission of another proposal, the substance of another proposal, the entity staff is recommending for contract, or anything else regarding this RFP, you must follow this procedure:

- a. Submit all protest claims via email to Heather Mulligan-Gonzalez, hmgonzalez@cityofepa.org, with a copy to jle@cityofepa.org, as well as to all proposers whose proposals are mentioned, directly or indirectly. All claims not stated in this email are deemed waived and cannot be raised at a later date. The subject line of the email should be “[Agency name]’s Proposal Protest for East Palo Alto Police 9-1-1 Dispatch Services.” If you wish to contest the submission of another proposal or the substance of another proposal, that email must be sent within 72 hours of the proposal and cost proposal due date. If you wish to contest the entity staff is recommending for contract, that email must be sent within 72 hours of when the staff report listing that entity is published, which is generally (but not always) ten to twelve days before the relevant Council meeting.
- b. If you are the subject of a protest claim, directly or indirectly, you have the right to submit a response to any filed protest claim. Submit all response claims via email to Heather Mulligan-Gonzalez, hmgonzalez@cityofepa.org, with a copy to jle@cityofepa.org, as well as to the protesting entity. All counterclaims not stated in this email are deemed waived and cannot be raised at a later date. The subject line of the email should be “[Agency name]’s Response to Proposal Protest for East Palo Alto Police 9-1-1 Dispatch Services.” That email must be sent within 72 hours of when the protest claim was sent.
- c. Staff will evaluate all protest claims and any counterclaims. Staff may or may not issue a response to the protester or respondents.
- d. Failure to follow this procedures constitutes a waiver of any claims regarding this RFP.

Exhibit A – Sample Insurance Documents

Exhibit B – EPA Standard Agreement Contractor and Professional Services Agreement



[SAMPLE] CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
INSURED	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y					EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	ERRORS & OMISSIONS						COMBINED SINGLE LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of East Palo Alto 2415 University Avenue East Palo Alto, CA 94303	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE A. Eshraghi

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[SAMPLE - CGL Additional Insured Endorsement]

POLICY NUMBER

COMMERCIAL GENERAL LIABILITY
ISSUED DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part.

OR

The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors and volunteers.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

[SAMPLE - CGL Primary/Non-Contributory Endorsement]

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

[SAMPLE - Auto Policy Endorsements

POLICY NUMBER:

COMMERCIAL AUTO
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULED PERSONS OR ORGANIZATIONS

Any person or organization that you agree in a written contract, on this Coverage Part.

OR

The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors and volunteers.

PROVISIONS

A. The following is added to Paragraph c. in A. 1., Who Is An Insured, of SECTION II-LIABILITY COVERAGE:

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



[SAMPLE] CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y		11/1/2024	11/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y			11/1/2024	11/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$				11/1/2024	11/1/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y		11/1/2024	11/1/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional E&O and Cyber Liability				11/1/2024	11/1/2027	Per Claim/Agg \$ 2,000,000 Per Claim/Agg \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of East Palo Alto
2415 University Avenue
2nd Floor
East Palo Alto CA 94303

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

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

SAMPLE

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
- However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
- 1. You;
 - 2. Any of your "employees" or agents; or
 - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

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

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE PRIMARY AND NON-CONTRIBUTORY INSURANCE.

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

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.