

## **Appendix G Pilot Program**

### **1. New System Requirements**

During the Pilot Program, the New System shall meet all of the requirements set forth in *Appendix E*, except that the backup power requirement contained in Section 3.3.3 shall be reduced to two (2) hours for the Pilot Program.

The final ballot for the Pilot Program will be available at the time selection of the three Pilot Proposers is announced.

### **2. Ancillary Service Requirements**

During the Pilot Program, each Pilot Proposer must provide all Ancillary Services required to deliver, install, set-up, test, operate, support, maintain and remove the proposed New System. The Pilot Proposer shall provide all Ancillary Services described in *Appendix F* other than the training of DOE staff.

(a) Full disclosure on all potential error/omission messages and their exact definition with consequences, must be given prior to the start of the Pilot Program.

### **3. Insurance Requirements**

(a) Each Pilot Proposer must maintain in force, with respect to the term of the Pilot Program, insurance in the following amounts and coverages:

(1) Workers' Compensation, with Employers' Liability Limits not less than \$1,000,000 each accident; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(b) Commercial General Liability and Business Automobile Liability Insurance policies must:

(1) Name as Additional Insured the City and its officers, agents, and employees.

(2) Provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of the Pilot Program, and that insurance applies separately to each insured against whom claim is made or suit is brought.

(c) All policies shall provide:

Thirty (30) days' advance written notice to City of cancellation mailed to the following address:

Beth Lipski  
Senior Office Administrator  
City Hall, Room 48  
Dr. Carlton B. Goodlett Place  
San Francisco CA 94102

re: Cancellation of Insurance for Proposed New Voting System

(d) Should any of the required insurance be provided under a claims-made form, the Pilot Proposer shall maintain such coverage continuously during the Pilot Period and, without lapse, for a period of three years beyond the expiration of the Pilot Period, to the effect that, should occurrences during the term of the Pilot Period give rise to claims made after expiration of the Pilot Period, such claims shall be covered by such claims-made policies.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(f) Should any required insurance lapse during the term of the Pilot Program, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate the Pilot Proposer's participation in the Pilot Program effective on the date of such lapse of insurance.

(g) Before participating in the Pilot Program, Contractor must furnish to City certificates of insurance, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City request.

(h) Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.