



CUYAHOGA COUNTY
BOARD OF ELECTIONS

Jeff Hastings, Chairman

Anthony W. Perlatti, Director

Inajo Davis Chappell, Board Member

Tony Kaloger, Deputy Director

Lisa M. Stickan, Board Member

David J. Wondolowski, Board Member

THIS MEETING WILL BE HELD VIA TELECONFERENCE¹

Please note the new dial-in number and meeting ID

DIAL IN NUMBER: 1-646-558-8656

MEETING ID: 627 627 4058 Meeting passcode: 2925

MEETING AGENDA

April 5, 2021

9:30 A.M.

THE PLEDGE OF ALLEGIANCE

ADMINISTRATION

1. Memorandum 2021-01: Responsibilities of Sheriffs and Chiefs of Police in the 2021 Primary/Special Election (confidential – not for disclosure)

BALLOT

2. Certification of the Post-Election Audit for the February 23, 2021 Recall Election
3. Certification of the official results of the March 16, 2021, Mayfield Village Election.
 - Authorization to approve the remake of the optical scan ballots from the March 16, 2021, Mayfield Village Election.
 - Authorization to approve absentee ballots from the March 16, 2021, Mayfield Village Election
 - Authorization to approve provisional ballots from the March 16, 2021, Mayfield Village Election
 - Acknowledgement of the pre & post results of the vote tabulation system from the March 16, 2021, Mayfield Village Election
4. Acknowledgement of the date, time, and place of the post-election audit for the March 16, 2021, Mayfield Village Election.
5. Final approval of the ballot order for the May 4, 2021 Primary Election.

¹ Video of this meeting can be viewed at youtube.com/cuyahogacountyboe

² Please email mbejjani@cuyahogacounty.gov or lwalker@cuyahogacounty.gov with your name and the nature of your comment so we can fully assist you.

6. Acknowledgment of the Ballot Proofs for the May 4, 2021 Primary Election in accordance with the Ballot Proofing Policy approved by the Board at the March 12, 2021 Board Meeting.

CANDIDATE & PETITION SERVICES

7. Acknowledgement of resignation from elected office

ELECTION OFFICIALS

8. Authorization to pay 56 Voting Location Managers x \$200 = \$11,200; 61 Voting Location Deputies x \$200 = \$12,200; 678 Precinct Election Officials x \$172.10 = \$116,683.80; 117 Sanitation Officials x \$200 = \$23,400; 40 Election Substitute Officials x \$100 = \$4000 in an amount not-to-exceed \$167, 483.80.
9. Approval to appoint not less than two precinct election officials for each precinct pursuant to ORC §3501.22 for the May 4, 2021 Primary Election.

ELECTION SUPPORT

10. Allocation of voting booths for the May 4, 2021 Primary Election. Allocation quantities are based on Social Distancing and room size per polling location. A total of 1031 voting booths will be allocated; 149 DS 200 precinct scanners; 56 ADA AutoMark voting units and 249 Electronic poll books.
11. Authorization to process payment in the amount not-to-exceed \$5,000.00 for 16 private voting locations being used for the May 4, 2021 Election.

FISCAL SERVICES

12. Approval to Award a Contract with Midwest Direct to provide Ballot Printing Services for the Initial Term of August 3, 2021 through December 31, 2021 in the amount of \$861,163.93 with Option to Renew for Two Renewal Periods.

HUMAN RESOURCES

13. Approval of Personnel Agenda

NEW BUSINESS

- Update on the May 4, 2021 Primary Election

PUBLIC COMMENT²

EXECUTIVE SESSION

Discussion of personnel issues (to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official) and disputes involving the public body that are the subject of pending or imminent court action.

2021 Board Meeting Schedule

March 2021

Tuesday, March 30th @ 2:00PM

Provisional Verification of the Mayfield Village Election

April 2021

Monday, April 5th @ 9:30AM

Certification of the Mayfield Village Election
Certification of Woodmere Recount/Audit (if no recount)

May 2021

Monday, May 3rd @ 9:30AM

Certification of the Mayfield Recount/Audit (if no recount)
Certification of Woodmere Audit (if recount requested)

Tuesday, May 4th

May 4th Primary Election

Monday, May 17th @ 9:30AM

Provisional Verification from the May 4th Primary Election
Certification of Issues for the August 3rd Special Election (if needed)

Tuesday, May 25th @ 2:00PM

Certification of the Official Results from the May 4th Primary Election

June 2021

Monday, June 14th @ 9:30AM

Certification of Recounts from the May 4th Primary Election
Certification of Charter Amendments for the August 3rd Special Election

Monday, June 28th @ 9:30AM

Certification of Audits from the May 4th Primary Election
Certification of Candidates & Issues for the September 14th Primary Election

July 2021

Wednesday, July 21st @ 9:30AM

Certification of Write-In Candidates and Charter Amendments for the September 14th Primary Election

August 2021

Tuesday, August 3rd

August 3rd Special Election

Monday, August 16th @ 9:30AM

Provisional Verification for the August Special Election
Certification of Candidates & Issues for the November 2nd General Election

Monday, August 23rd @ 9:30AM

Certification of the August Special Election

September 2021

Monday, September 13th @ 9:30AM

Certification of Write-In Candidates for the November 2nd General Election
Certification of Charter Amendments for the November 2nd General Election
Certification of Recounts from the August 3rd Special Election

Tuesday, September 14th

September 14th Primary Election

Monday, September 27th @ 9:30AM

Certification of the Audit from the August 3rd Special Election

Provisional Verification for the September 14th Primary Election

October 2021

Friday, October 1st @ 9:30AM

Certification of the September 14th Primary Election

Monday, October 18th @ 9:30AM

Certification of the Recount from the September 14th Primary Election

November 2021

Tuesday, November 2nd

November 2nd General Election

Monday, November 15th @ 9:30AM

Provisional Certification for the November 2nd General Election

Tuesday, November 23rd @ 2:00PM

Certification of the November 2nd General Election

December 2021

Monday, December 6th @ 9:30AM

Certification of the Recount from the November 2nd General Election

Tuesday, December 7th

December 7th Run Off Election (if needed)

Monday, December 20th @ 9:30AM

Certification of the Audit from the November 2nd General Election
Certification of the December 7th Run Off Election (if needed)

Revised 3.25.21

A Resolution
For
John Fox

On the occasion of your retirement following fifteen years of valuable service to the Cuyahoga County Board of Elections

WHEREAS, the Cuyahoga County Board of Elections recognizes, salutes, and honors John Fox for over fifteen years of public service to voters and his many contributions to the election process on behalf of the agency; and

WHEREAS, John has accumulated and shared a wealth of election knowledge by serving in the Candidate and Petition Services Department where he assisted candidates, schools, and political subdivisions in properly completing campaign finance reports, his proficiency in filing election paperwork helped enhance the agency's image; and

WHEREAS, John's managers and colleagues hold him in high esteem for his skills as an Auditor who cheerfully works with filers who may need assistance in correcting mistakes he has uncovered during audits, he is efficient, thoughtful, and dedicated; and

WHEREAS, John is a calm and friendly person with a wellspring of institutional knowledge that we will miss drawing upon in the future, he cheerfully spends long hours on his feet during Early In-Person voting guiding voters through the process, John was complemented by many for making them feel comfortable and welcome; and

WHEREAS, John's great sense of humor, positive attitude, and confidence will be missed as he is always a pleasure to work with; and

IT BE THEREFORE RESOLVED, that we, the Chairman, Members, Director, and Deputy Director of the Cuyahoga County Board of Elections, join together with staff in proclaiming John Fox a highly respected member of the staff who will be missed by the voters of the County of Cuyahoga.



Jeff Hastings, Chairman



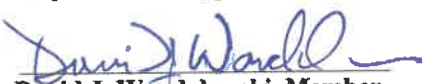
Lisa Stickan, Member



Anthony W. Perlatti, Director



Inajo Davis Chappell, Member



David J. Wondolowski, Member



Anthony Kaloger, Deputy Director

Duly adopted on this fifth day of April 2021



VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

Agenda Item Request

Requested By: Jason Culek Department: Ballot

Requested Action: Approval Authorization Other _____

Type of Request RFP/contract Travel/Training Personnel Provisional Rejections Absentee Rejection

Certification Protest Other _____

Requested for the 03/30/2021 Board Meeting Agenda.
Date

Specific description of request:
Certification of the Post-Election Audit for the February 23, 2021 Recall Election

Estimated Expense: _____

Budgeted Item: Yes No

Requestor Signature: [Signature] Date: 3-18-21

Manager Signature: _____ Date: _____

Fiscal Officer Signature: _____ Date: _____

Deputy Director: _____ Date: _____

Director Approved: Yes No

Director's Signature: [Signature] Date: 3.30.21

Please enclose all associated documentation along with this request form to the Clerk of Board.

Forward to the Clerk of the Board: Date: _____

Received by the Clerk of the Board: Date: 3/29/21

Post-Election Audit Summary

February 23, 2021 Recall Election

2 - Jennifer Mitchell Earley Continue on Council

There were 181 total ballots cast in the February 23, 2021 Recall Election. A hand count was conducted of 181 ballots cast in the audited contests. The accuracy rate for the post-election audit is 100%.

On March 29, 2021, we conducted one Risk-Limiting Post-Election Audit for the February 23, 2021 Recall Election. Audited race and batch details are provided below:

RACE	TOTAL BALLOTS CAST	UNIQUE BATCHES AUDITED	TOTAL BALLOTS AUDITED	NUMBER OF PRECINCTS IN CONTEST
2 - Jennifer Mitchell Earley Continue on Council	181	5	181	1
Total	181	5	181	1

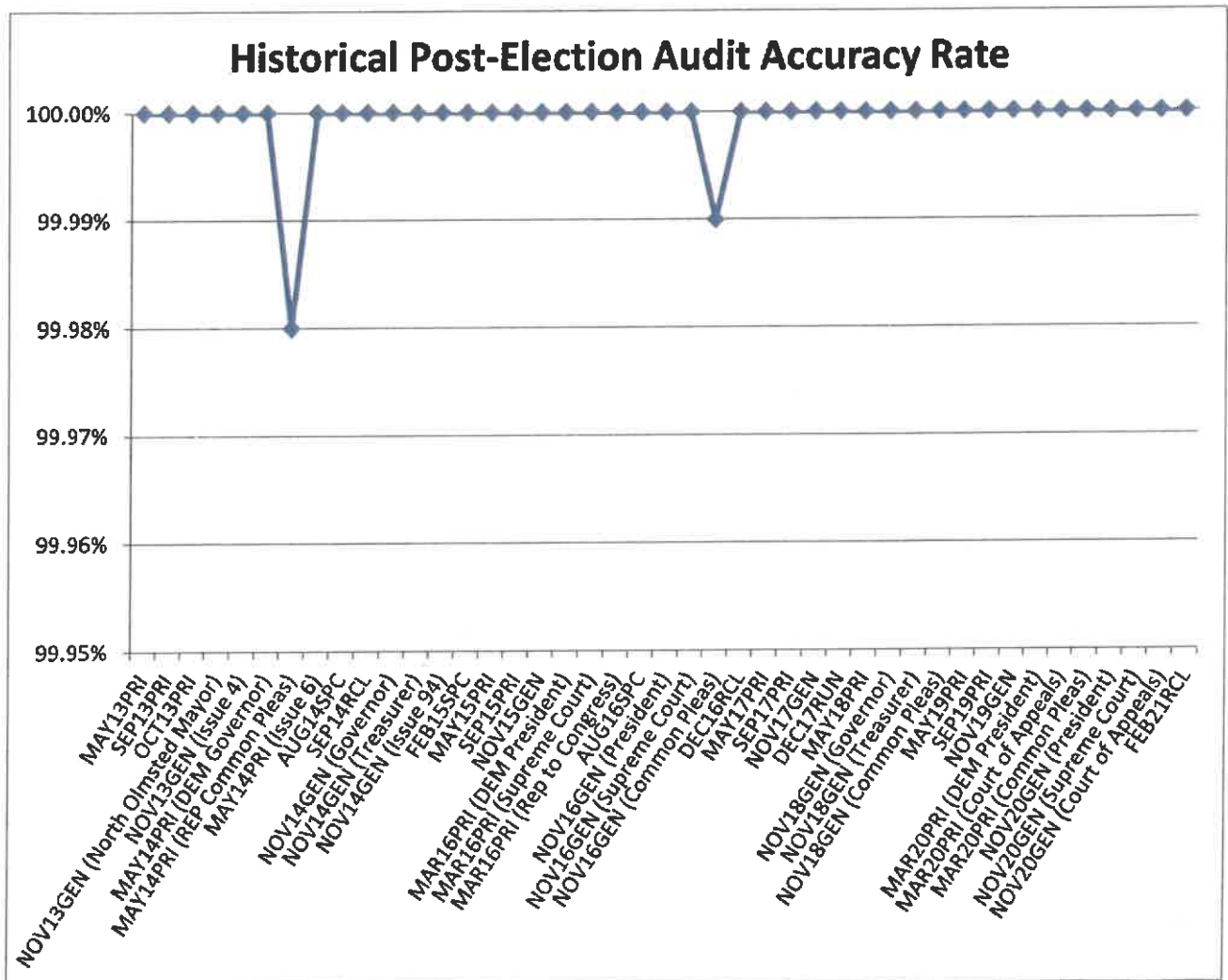
Our Risk-Limiting Audits were based upon the Kaplan-Markov method as explained by Philip B. Stark and Mark Lindeman. Auditing best practices recommend we split up the total ballots cast by precinct into multiple batch types. We utilized six batch types each consisting of one single ballot type category: Vote-by-Mail, Election Day, Early In-Person, Provisional, Post Vote-by-Mail, and Post Election Day*.

A master spreadsheet was created for each contest with statistical formulas to determine the number of batches that must be audited in order to reach a 90% confidence level. This confidence level means the audit has at least a 90% probability of leading to a full recount if the apparent outcome is incorrect.

*There were 0 ballots cast in the Post Election Day category

2 - Jennifer Mitchell Earley Continue on Council

PRECINCT NAME	NUMBER OF TIMES SELECTED	SELECTED BATCH TYPE	OFFICIAL BALLOTS CAST	AUDIT HAND COUNT	DIFFERENCE
WOODMERE -00-A	1	Vote-by-Mail	37	37	0
WOODMERE -00-A	1	Election Day	113	113	0
WOODMERE -00-A	1	Early In-Person	24	24	0
WOODMERE -00-A	1	Post VBM	5	5	0
WOODMERE -00-A	1	Provisional	2	2	0
Total	5		181	181	0



March 16, 2021 Special Election Official Canvass Certification Data

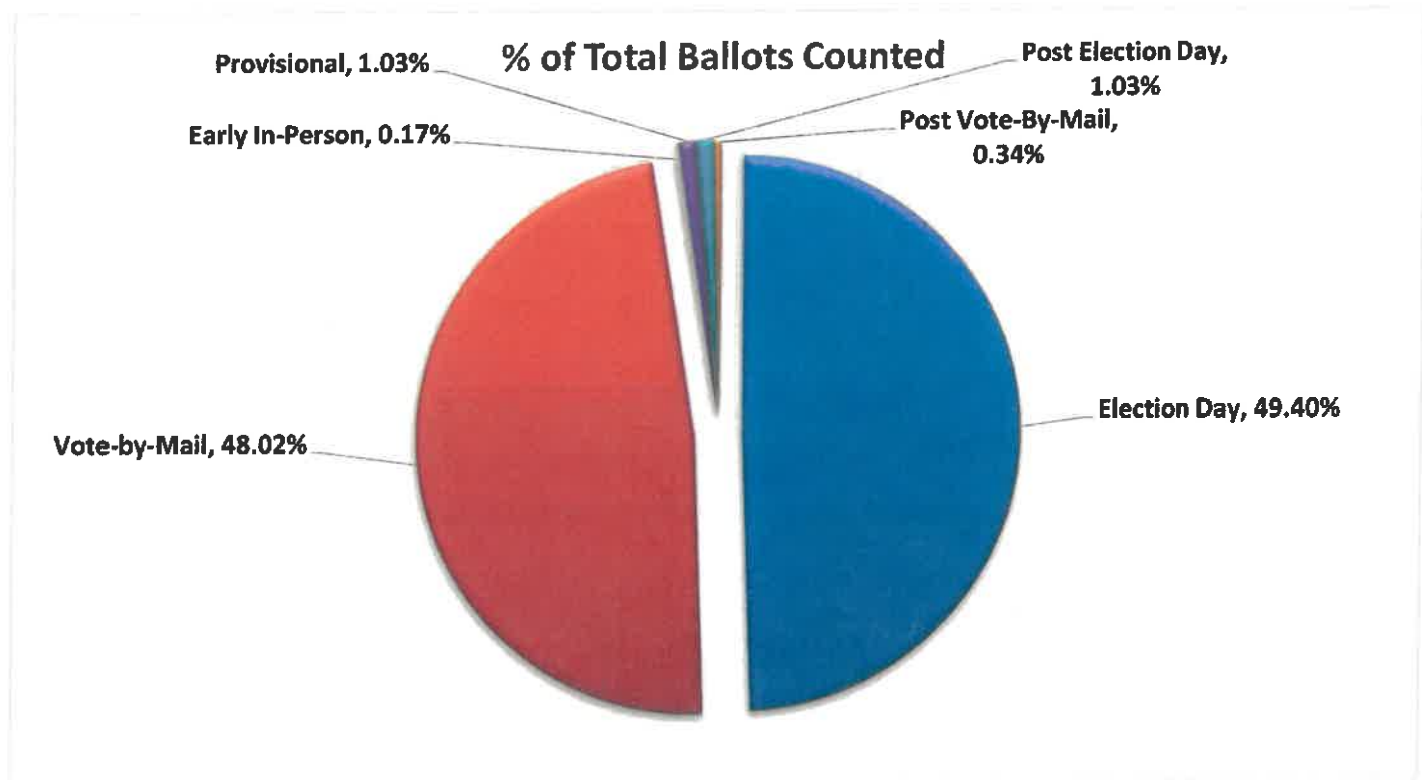
FINAL RESULTS

Official Election Results for the March 16, 2021 Special Election are attached to the Election Summary Report.

SUMMARY OF OFFICIAL CANVASS

There were a total of 581 ballots tabulated for the March 16, 2021 Special Election. Below is a breakdown of the ballots counted by category and a percentage of the total vote by category.

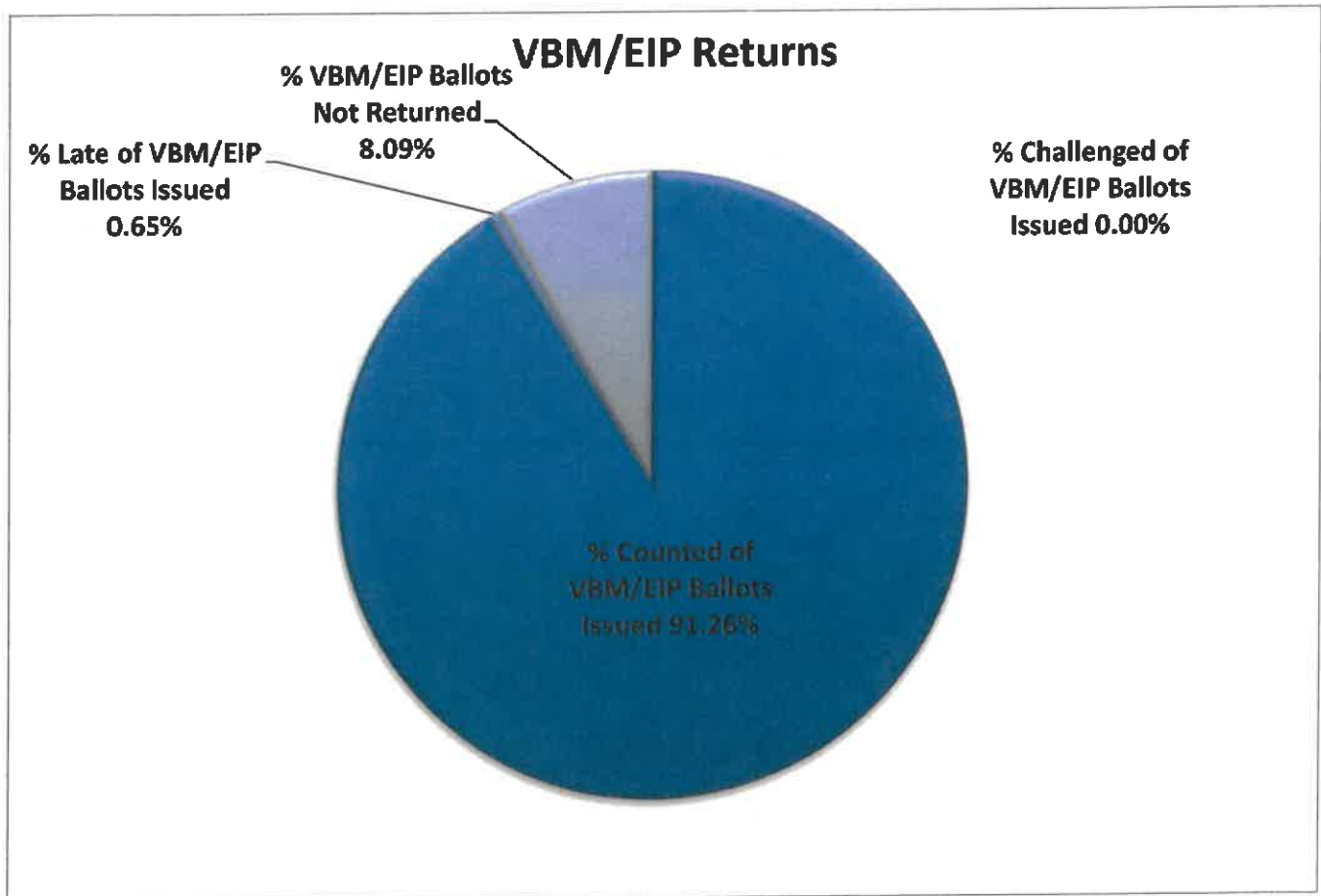
Category	Ballots Cast	% of Total Ballots Counted
<i>Election Day</i>	287	49.40%
<i>Vote-by-Mail</i>	279	48.02%
<i>Early In-Person</i>	1	0.17%
<i>Provisional</i>	6	1.03%
<i>Post Election Day</i>	6	1.03%
<i>Post Vote-By-Mail</i>	2	0.34%
Total	581	



VOTE-BY-MAIL/EARLY IN-PERSON SUMMARY

VBM/EIP Data	Vote by Mail	Early In-Person	Military and Overseas	Total
Issued	308	1	0	309
Returned and Counted	281	1	0	282
Challenged	0	0	0	0
Returned Late	2	0	0	2
Not Returned	25	0	0	25

VBM/EIP Data - Challenge Rate	
Overall Return Rate	91.91%
Challenge Rate (Total)	0.70%
Challenge Rate (Late Removed)	0.00%



PROVISIONAL VOTING SUMMARY

A total of 6 Provisional Ballots were cast during the March 16, 2021 Special Election. There were 6 on Election Day at polling locations and 0 during Early In-Person Voting. Of those ballots, 6 (100.00%) were valid and tabulated by the Ballot Department. There were 0 invalid Provisional Ballots, resulting in a 0.0% rejection rate for this election.

Provisional Data		
Total Provisional Ballots Cast	6	
Valid Provisional Ballots	6	100.00%
Wrong Precinct, Correct Location of Valid Provisionals	0	0.00%
Rejected Provisional Ballots	0	0.00%

BALLOT REMAKES

During the election, 1 ballot sheet was processed in accordance with the CCBOE Remake Policy (approved by the Board on May 17, 2013). The overall remake rate for this election was 0.348%. Excluding UOCAVA & Voted For Ineligible Contest, the remake rate for this election was 0.348%.

(*) indicate categories in which no sheets are to be remade, rather the original ballot sheet is tabulated.

Reason for Remake	Number of Remakes	% of Total Remakes
1 - Ballot folded, torn or mutilated.	1	100.00%
2 - Ballot contains indeterminate marks not made by the voter.	-	0.00%
3 - UOCAVA Ballot that cannot be accurately read by automatic tabulating equipment.	-	0.00%
4 - Ballot contains votes for ineligible contest(s).	-	0.00%
5 - Inadvertent mark made by the voter, resulting in the scanner detecting an over vote or an indeterminate mark.	-	0.00%
6 - Voter marked entire ballot contrary to the instruction listed at the beginning of the ballot.	-	0.00%
*7 - Voter marked part of the ballot according to the ballot marking instructions contained on the ballot, and part of the ballot contrary to the instructions.	-	0.00%
*8 - Over vote, voter marked the ballot more than the permissible number of times for a particular contest, and there is no indication of contrary intent.	-	0.00%
9 - Voter marked the ballot more than the permissible number of times for a particular contest, however, the voter also made an indication of contrary intent and the voter's choice can be determined.	-	0.00%
*10 - Voter filled in the oval next to a candidate for an office and also cast a write-in vote for a different candidate for the same office by filling in the oval of, and the writing in of, the name of a write-in candidate.	-	0.00%
11 - Voter filled in the oval next to a candidate for an office and also cast a write-in vote for the same candidate for the same office by filling in the oval of, and the writing in of, the name of a write-in candidate.	-	0.00%
Total	1	100.00%

Category	Remake Count	Percent of Total
Unofficial Canvass	1	100.00%
Official Canvass	-	0.00%
Total	1	100.00%

Category	Remakes Removed	Remake Rate
Regular VBM & Provisional Ballot Scanning	1	0.348%
UOCAVA & Voted for Ineligible Contest	-	0.00%
Total	1	0.348%

OVER VOTES

There were a total of 0 over votes recorded, resulting in a 0.0% over vote rate for the election.

VOTER HISTORY / BALLOT RECONCILIATION

Four (4) precincts were involved in this election. Voter History will be completed after the results are certified.

Ballot Reconciliation is currently being conducted.

RECOUNTS

There are no automatic recounts for this election.

The requested recount deadline is Monday, April 12th at 4:00 PM.

AUDIT

The post-election audit will be conducted beginning Monday, April 26th at 9:00 AM.

The audit will be conducted using the batch-based risk-limiting audit method.

SUMMARY REPORT March 16, 2021
 Run Date:03/30/21 Special Election
 RUN TIME:03:01 PM Cuyahoga County, Ohio

Official Results

VOTES PERCENT

PRECINCTS COUNTED (OF 4)	4	100.00
REGISTERED VOTERS - TOTAL	2,561	
BALLOTS CAST - TOTAL	581	
BALLOTS CAST - BLANK	0	
VOTER TURNOUT - TOTAL		22.69
VOTER TURNOUT - BLANK		

1 - Mayfield Village Charter Amendment - Council Terms

(VOTE FOR) 1

Yes	186	32.01
No.	395	67.99
Over Votes	0	
Under Votes	0	

2 - Mayfield Village Charter Amendment - Mayor Terms

(VOTE FOR) 1

Yes	192	33.33
No.	384	66.67
Over Votes	0	
Under Votes	5	

SUMMARY REPT-GROUP DETAIL

March 16, 2021
 Special Election
 Cuyahoga County, Ohio

Official Results

Run Date:03/30/21 03:00 PM

	TOTAL VOTES	%	ED	VBM	EIP	Post ED	Post VBM	Prov
PRECINCTS COUNTED (OF 4)	4	100.00						
REGISTERED VOTERS - TOTAL	2,561							
BALLOTS CAST - TOTAL	581		287	279	1	6	2	6
BALLOTS CAST - BLANK	0		0	0	0	0	0	0
VOTER TURNOUT - TOTAL		22.69						
VOTER TURNOUT - BLANK								
1 - Mayfield Village Charter Amendment - Council Terms								
(VOTE FOR) 1								
(WITH 4 OF 4 PRECINCTS COUNTED)								
Yes	186	32.01	80	102	1	0	1	2
No.	395	67.99	207	177	0	6	1	4
Over Votes	0		0	0	0	0	0	0
Under Votes	0		0	0	0	0	0	0
2 - Mayfield Village Charter Amendment - Mayor Terms								
(VOTE FOR) 1								
(WITH 4 OF 4 PRECINCTS COUNTED)								
Yes	192	33.33	82	106	1	0	1	2
No.	384	66.67	202	172	0	5	1	4
Over Votes	0		0	0	0	0	0	0
Under Votes	5		3	1	0	1	0	0



CUYAHOGA COUNTY
BOARD OF ELECTIONS

**March 16, 2021 Special Election
Pre & Post Test Results**

- 1 Sign Off Sheet
- 2 Expected Results
- 3 Initial Zero Reports
- 4 Results Reports
- 5 Conclusion Zero Reports



CUYAHOGA COUNTY
BOARD OF ELECTIONS

March 16, 2021 Special Election

Election Pre & Post Test Acknowledgement Form – Results

Jeff Hastings

Inajo Davis Chappell

David J. Wondolowski

Lisa Stickan

SUMMARY REPORT

March 16, 2021
Special Election
Cuyahoga County, Ohio

Expected Results

Run Date:04/01/21 02:31 PM

Report EL45

Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 4)	4	100.00
REGISTERED VOTERS - TOTAL	2,561	
BALLOTS CAST - TOTAL	20	
BALLOTS CAST - BLANK	4	20.00
VOTER TURNOUT - TOTAL		.78
VOTER TURNOUT - BLANK		.16

1 - Mayfield Village Charter Amendment - Council Terms
(VOTE FOR) 1

Yes	4	33.33
No	8	66.67
Over Votes	4	
Under Votes	4	

2 - Mayfield Village Charter Amendment - Mayor Terms
(VOTE FOR) 1

Yes	8	66.67
No	4	33.33
Over Votes	4	
Under Votes	4	

SUMMARY REPORT

March 16, 2021
Special Election
Cuyahoga County, Ohio

Unofficial Pretest 01

Run Date:03/16/21 06:32 PM

Report EL45 Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 4)	0
REGISTERED VOTERS - TOTAL	2,561
BALLOTS CAST - TOTAL	0
BALLOTS CAST - BLANK	0

1 - Mayfield Village Charter Amendment - Council Terms
(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

2 - Mayfield Village Charter Amendment - Mayor Terms
(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

Run Date:03/16/21 08:49 PM

VOTES PERCENT

PRECINCTS COUNTED (OF 4)	0
REGISTERED VOTERS - TOTAL	2,561
BALLOTS CAST - TOTAL	0
BALLOTS CAST - BLANK	0

1 - Mayfield Village Charter Amendment - Council Terms

(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

2 - Mayfield Village Charter Amendment - Mayor Terms

(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

Run Date:03/30/21 09:02 AM

VOTES PERCENT

PRECINCTS COUNTED (OF 4)	0
REGISTERED VOTERS - TOTAL	2,561
BALLOTS CAST - TOTAL	0
BALLOTS CAST - BLANK	0

1 - Mayfield Village Charter Amendment - Council Terms
(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

2 - Mayfield Village Charter Amendment - Mayor Terms
(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

Run Date:04/01/21 02:06 PM

VOTES PERCENT

PRECINCTS COUNTED (OF 4)	0
REGISTERED VOTERS - TOTAL	2,561
BALLOTS CAST - TOTAL	0
BALLOTS CAST - BLANK	0

1 - Mayfield Village Charter Amendment - Council Terms

(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

2 - Mayfield Village Charter Amendment - Mayor Terms

(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

SUMMARY REPORT

March 16, 2021
Special Election
Cuyahoga County, Ohio

Unofficial Pretest

Run Date:03/16/21 06:34 PM

Report EL45

Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 4)	4	100.00
REGISTERED VOTERS - TOTAL	2,561	
BALLOTS CAST - TOTAL	20	
BALLOTS CAST - BLANK	4	20.00
VOTER TURNOUT - TOTAL		.78
VOTER TURNOUT - BLANK		.16

1 - Mayfield Village Charter Amendment - Council Terms

(VOTE FOR) 1

Yes	4	33.33
No.	8	66.67
Over Votes	4	
Under Votes	4	

2 - Mayfield Village Charter Amendment - Mayor Terms

(VOTE FOR) 1

Yes	8	66.67
No.	4	33.33
Over Votes	4	
Under Votes	4	

SUMMARY REPORT

March 16, 2021
Special Election
Cuyahoga County, Ohio

Unofficial Post Test

Run Date:03/16/21 08:51 PM

Report EL45 Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 4)	4	100.00
REGISTERED VOTERS - TOTAL	2,561	
BALLOTS CAST - TOTAL	20	
BALLOTS CAST - BLANK	4	20.00
VOTER TURNOUT - TOTAL		.78
VOTER TURNOUT - BLANK		.16

1 - Mayfield Village Charter Amendment - Council Terms

(VOTE FOR) 1

Yes	4	33.33
No	8	66.67
Over Votes	4	
Under Votes	4	

2 - Mayfield Village Charter Amendment - Mayor Terms

(VOTE FOR) 1

Yes	8	66.67
No	4	33.33
Over Votes	4	
Under Votes	4	

Run Date:03/30/21 09:04 AM

Report EL45

Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 4)	4	100.00
REGISTERED VOTERS - TOTAL	2,561	
BALLOTS CAST - TOTAL	20	
BALLOTS CAST - BLANK	4	20.00
VOTER TURNOUT - TOTAL		.78
VOTER TURNOUT - BLANK		.16

1 - Mayfield Village Charter Amendment - Council Terms

(VOTE FOR) 1

Yes	4	33.33
No.	8	66.67
Over Votes	4	
Under Votes	4	

2 - Mayfield Village Charter Amendment - Mayor Terms

(VOTE FOR) 1

Yes	8	66.67
No.	4	33.33
Over Votes	4	
Under Votes	4	

VOTES PERCENT

PRECINCTS COUNTED (OF 4)	4	100.00
REGISTERED VOTERS - TOTAL	2,561	
BALLOTS CAST - TOTAL	20	
BALLOTS CAST - BLANK	4	20.00
VOTER TURNOUT - TOTAL		.78
VOTER TURNOUT - BLANK		.16

1 - Mayfield Village Charter Amendment - Council Terms

(VOTE FOR) 1		
Yes	4	33.33
No.	8	66.67
Over Votes	4	
Under Votes	4	

2 - Mayfield Village Charter Amendment - Mayor Terms

(VOTE FOR) 1		
Yes	8	66.67
No.	4	33.33
Over Votes	4	
Under Votes	4	

SUMMARY REPORT

March 16, 2021
Special Election
Cuyahoga County, Ohio

Unofficial Pretest 02

Run Date:03/16/21 06:35 PM

Report EL45 Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 4)	0
REGISTERED VOTERS - TOTAL	2,561
BALLOTS CAST - TOTAL	0
BALLOTS CAST - BLANK	0

1 - Mayfield Village Charter Amendment - Council Terms

(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

2 - Mayfield Village Charter Amendment - Mayor Terms

(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

SUMMARY REPORT

March 16, 2021
Special Election
Cuyahoga County, Ohio

Unofficial Post Test 02

Run Date:03/16/21 08:51 PM

Report EL45 Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 4)	0
REGISTERED VOTERS - TOTAL	2,561
BALLOTS CAST - TOTAL	0
BALLOTS CAST - BLANK	0

1 - Mayfield Village Charter Amendment - Council Terms

(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

2 - Mayfield Village Charter Amendment - Mayor Terms

(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

SUMMARY REPORT

March 16, 2021
Special Election
Cuyahoga County, Ohio

Official Pre Test 02

Run Date:03/30/21 09:05 AM

Report EL45 Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 4)	0
REGISTERED VOTERS - TOTAL	2,561
BALLOTS CAST - TOTAL	0
BALLOTS CAST - BLANK	0

1 - Mayfield Village Charter Amendment - Council Terms

(VOTE FOR) 1

Yes	0
No.	0
Over Votes	0
Under Votes	0

2 - Mayfield Village Charter Amendment - Mayor Terms

(VOTE FOR) 1

Yes	0
No.	0
Over Votes	0
Under Votes	0

SUMMARY REPORT

March 16, 2021
Special Election
Cuyahoga County, Ohio

Official Post Test 02

Run Date:04/01/21 02:09 PM

Report EL45 Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 4)	0
REGISTERED VOTERS - TOTAL	2,561
BALLOTS CAST - TOTAL	0
BALLOTS CAST - BLANK	0

1 - Mayfield Village Charter Amendment - Council Terms

(VOTE FOR) 1	
Yes	0
No	0
Over Votes	0
Under Votes	0

2 - Mayfield Village Charter Amendment - Mayor Terms

(VOTE FOR) 1	
Yes	0
No	0
Over Votes	0
Under Votes	0

Agenda Item #4:

Acknowledgement of the date, time, and place of the post-election audit for the March 16, 2021, Mayfield Village Election and random selection of contest to be included in the audit.



May 4, 2021 Primary Election

Final Ballot Order

The following is the final ballot order for the May 4, 2021 Primary Election.

The Election Day ballot order is specific to each precinct and to each type of ballot that will appear in the election, which consists of Nonpartisan (Issues Only) ballots for all precincts in the election and Republican Party ballots for Parma Ward 7 only. Both the number of registered voters and previous voter turnout are taken into consideration.

The order for the Nonpartisan (Issues Only) ballots is based off the maximum of:

- a) The highest number of ballots cast during the 2017 or 2019 Primary Election (if applicable) or during the 2017 or 2019 General Election plus fifteen percent
- b) Forty percent of the number of active voters

The order for the Republican Party ballots is:

- a) Two hundred percent of the number of active registered Republicans

Lastly, the highest number of provisional ballots cast during the 2017 or 2019 Primary Election or during the 2017 or 2019 General Election plus five percent, has been added to all sets of ballots.

For the Early In-Person ballot order, twenty-five ballots for each ballot type have been ordered. These was determined by researching historical Early In-Person data from the 2017 and 2019 Primary Elections.

The complete order can be found below.

Precinct	Portion	Election Day Nonpartisan	Election Day Republican	Early In-Person Nonpartisan	Early In-Person Republican
BRECKSVILLE -00-A	1	585		25	
BRECKSVILLE -00-B	1	645		25	
BRECKSVILLE -00-C	1	565		25	
BRECKSVILLE -00-D	1	605		25	
BRECKSVILLE -00-E	1	560		25	
BRECKSVILLE -00-F	1	530		25	
BRECKSVILLE -00-G	1	700		25	
BRECKSVILLE -00-H	1	535		25	
BRECKSVILLE -00-I	1	655		25	
BRECKSVILLE -00-J	1	430		25	
FAIRVIEW PARK -01-A	1	560		25	

FAIRVIEW PARK -01-B	1	410	25
FAIRVIEW PARK -01-C	1	325	25
FAIRVIEW PARK -02-A	1	100	25
FAIRVIEW PARK -02-B	1	430	25
FAIRVIEW PARK -02-C	1	495	25
FAIRVIEW PARK -03-A	1	525	25
FAIRVIEW PARK -03-B	1	565	25
FAIRVIEW PARK -03-C	1	470	25
FAIRVIEW PARK -04-A	1	535	25
FAIRVIEW PARK -04-B	1	535	25
FAIRVIEW PARK -05-A	1	625	25
FAIRVIEW PARK -05-B	1	580	25
GARFIELD HEIGHTS -01-A	1	420	25
GARFIELD HEIGHTS -01-B	1	360	25
GARFIELD HEIGHTS -01-C	1	295	25
GARFIELD HEIGHTS -02-A	1	295	25
GARFIELD HEIGHTS -02-B	1	335	25
GARFIELD HEIGHTS -02-C	1	315	25
GARFIELD HEIGHTS -03-A	1	450	25
GARFIELD HEIGHTS -03-B	1	485	25
GARFIELD HEIGHTS -04-A	1	285	25
GARFIELD HEIGHTS -04-B	1	385	25
GARFIELD HEIGHTS -04-C	1	385	25
GARFIELD HEIGHTS -05-A	1	450	25
GARFIELD HEIGHTS -05-B	1	465	25
GARFIELD HEIGHTS -06-A	1	375	25
GARFIELD HEIGHTS -06-B	1	355	25
GARFIELD HEIGHTS -06-C	1	365	25
GARFIELD HEIGHTS -07-A	1	355	25
GARFIELD HEIGHTS -07-B	1	360	25
GARFIELD HEIGHTS -07-C	1	455	25
NORTH OLMSTED -01-A	1	510	25
NORTH OLMSTED -01-B	1	350	25
NORTH OLMSTED -01-C	1	525	25
NORTH OLMSTED -01-D	1	400	25
NORTH OLMSTED -01-E	1	515	25
NORTH OLMSTED -02-A	1	480	25
NORTH OLMSTED -02-B	1	495	25
NORTH OLMSTED -02-C	1	385	25
NORTH OLMSTED -02-D	1	465	25
NORTH OLMSTED -02-E	1	390	25
NORTH OLMSTED -03-A	1	395	25

NORTH OLMSTED -03-C	1	555	25
NORTH OLMSTED -03-D	1	410	25
NORTH OLMSTED -03-E	1	495	25
NORTH OLMSTED -03-F	1	450	25
NORTH OLMSTED -04-A	1	395	25
NORTH OLMSTED -04-B	1	380	25
NORTH OLMSTED -04-C	1	470	25
NORTH OLMSTED -04-D	1	395	25
NORTH OLMSTED -04-E	1	425	25
PARMA -01-A	1	295	25
PARMA -01-B	1	320	25
PARMA -01-C	1	440	25
PARMA -01-D	1	415	25
PARMA -01-E	1	400	25
PARMA -01-F	1	370	25
PARMA -02-A	1	395	25
PARMA -02-B	1	480	25
PARMA -02-C	1	440	25
PARMA -02-D	1	410	25
PARMA -02-E	1	470	25
PARMA -03-A	1	390	25
PARMA -03-B	1	350	25
PARMA -03-C	1	320	25
PARMA -03-D	1	390	25
PARMA -03-E	1	355	25
PARMA -03-F	1	325	25
PARMA -04-A	1	460	25
PARMA -04-B	1	380	25
PARMA -04-C	1	425	25
PARMA -04-D	1	415	25
PARMA -04-E	1	450	25
PARMA -05-A	1	545	25
PARMA -05-B	1	470	25
PARMA -05-C	1	500	25
PARMA -05-D	1	435	25
PARMA -05-E	1	475	25
PARMA -05-F	1	340	25
PARMA -06-A	1	420	25
PARMA -06-B	1	405	25
PARMA -06-C	1	425	25
PARMA -06-D	1	335	25
PARMA -06-E	1	410	25

PARMA -06-F	1	420		25	
PARMA -07-A	1	450	355	25	25
PARMA -07-B	1	415	295	25	25
PARMA -07-C	1	355	275	25	25
PARMA -07-D	1	470	315	25	25
PARMA -07-E	1	430	335	25	25
PARMA -07-F	1	320	150	25	25
PARMA -08-A	1	445		25	
PARMA -08-B	1	375		25	
PARMA -08-C	1	475		25	
PARMA -08-D	1	430		25	
PARMA -08-E	1	435		25	
PARMA -09-A	1	150		25	
PARMA -09-B	1	430		25	
PARMA -09-C	1	385		25	
PARMA -09-D	1	415		25	
PARMA -09-E	1	445		25	
PARMA -09-F	1	435		25	
PARMA HEIGHTS -01-A	1	435		25	
PARMA HEIGHTS -01-B	1	435		25	
PARMA HEIGHTS -01-C	1	465		25	
PARMA HEIGHTS -02-A	1	490		25	
PARMA HEIGHTS -02-B	1	480		25	
PARMA HEIGHTS -02-C	1	410		25	
PARMA HEIGHTS -03-A	1	420		25	
PARMA HEIGHTS -03-B	1	490		25	
PARMA HEIGHTS -03-C	1	385		25	
PARMA HEIGHTS -04-A	1	445		25	
PARMA HEIGHTS -04-B	1	400		25	
PARMA HEIGHTS -04-C	1	480		25	
PEPPER PIKE -00-A	1	445		25	
PEPPER PIKE -00-B	1	390		25	
PEPPER PIKE -00-C	1	475		25	
PEPPER PIKE -00-D	1	520		25	
PEPPER PIKE -00-E	1	440		25	
ROCKY RIVER -01-A	1	450		25	
ROCKY RIVER -01-B	1	495		25	
ROCKY RIVER -01-C	1	450		25	
ROCKY RIVER -01-D	1	490		25	
ROCKY RIVER -02-A	1	455		25	
ROCKY RIVER -02-B	1	520		25	
ROCKY RIVER -02-C	1	470		25	

ROCKY RIVER -02-D	1	480	25
ROCKY RIVER -03-A	1	515	25
ROCKY RIVER -03-B	1	390	25
ROCKY RIVER -03-C	1	500	25
ROCKY RIVER -03-D	1	380	25
ROCKY RIVER -04-A	1	325	25
ROCKY RIVER -04-B	1	400	25
ROCKY RIVER -04-C	1	365	25
ROCKY RIVER -04-D	1	535	25
SEVEN HILLS -01-A	1	565	25
SEVEN HILLS -01-B	1	625	25
SEVEN HILLS -02-A	1	615	25
SEVEN HILLS -02-B	1	660	25
SEVEN HILLS -03-A	1	660	25
SEVEN HILLS -03-B	1	625	25
SEVEN HILLS -04-A	1	675	25
SEVEN HILLS -04-B	1	640	25
STRONGSVILLE -01-A	1	615	25
STRONGSVILLE -01-B	1	355	25
STRONGSVILLE -01-C	1	510	25
STRONGSVILLE -01-D	1	665	25
STRONGSVILLE -01-E	1	405	25
STRONGSVILLE -01-F	1	615	25
STRONGSVILLE -01-G	1	445	25
STRONGSVILLE -02-A	1	490	25
STRONGSVILLE -02-B	1	385	25
STRONGSVILLE -02-C	1	455	25
STRONGSVILLE -02-D	1	415	25
STRONGSVILLE -02-E	1	300	25
STRONGSVILLE -02-F	1	440	25
STRONGSVILLE -02-G	1	495	25
STRONGSVILLE -02-H	1	405	25
STRONGSVILLE -02-I	1	530	25
STRONGSVILLE -03-A	1	620	25
STRONGSVILLE -03-B	1	535	25
STRONGSVILLE -03-C	1	645	25
STRONGSVILLE -03-D	1	695	25
STRONGSVILLE -03-E	1	595	25
STRONGSVILLE -03-F	1	550	25
STRONGSVILLE -03-G	1	385	25
STRONGSVILLE -04-A	1	590	25
STRONGSVILLE -04-B	1	600	25

STRONGSVILLE -04-C	1	665	25		
STRONGSVILLE -04-D	1	340	25		
STRONGSVILLE -04-E	1	565	25		
STRONGSVILLE -04-F	1	485	25		
STRONGSVILLE -04-G	1	510	25		
WARRENSVILLE HTS -01-A	1	305	25		
WARRENSVILLE HTS -01-B	1	280	25		
WARRENSVILLE HTS -02-A	1	240	25		
WARRENSVILLE HTS -02-B	1	230	25		
WARRENSVILLE HTS -03-A	1	545	25		
WARRENSVILLE HTS -04-A	1	265	25		
WARRENSVILLE HTS -04-B	1	295	25		
WARRENSVILLE HTS -05-A	1	390	25		
WARRENSVILLE HTS -05-B	1	220	25		
WARRENSVILLE HTS -06-A	1	485	25		
WARRENSVILLE HTS -07-A	1	200	25		
WARRENSVILLE HTS -07-B	1	305	25		
Totals		87,730	1,725	4,900	150

Agenda Item #6:

**Acknowledgment of the Ballot Proofs for the
May 4, 2021 Primary Election in accordance
with the Ballot Proofing Policy approved by the
Board at the March 12, 2021 Board Meeting.**

Resignations from Elected Office

1. Greg Kanzinger, Chagrin Falls Exempted Village School District, Board Member¹

MAR 31 PM3:12

¹ Term ends 12/31/2021; no special election required.

I am writing to inform you of my intent to resign from the Board of Education effective immediately. I plan on applying for a teaching position within the district. I strongly believe in finishing what I start, but since this teaching position is potentially a hard one to fill and one that deeply interests me, I believe I would best serve the district by applying for the job and allowing the Board to replace my Board of Education seat. It has been an honor serving on the Board of Education, and I wholeheartedly trust the remaining Board members to continue leading the district through these challenging times.

Sincerely
Greg Kanzinger

21 MAR 19 PM 4:20

Kanzinger Resignation Letter

Ashley Brudno <ashley.brudno@chagrinschools.org>

Fri 3/19/2021 3:27 PM

To: Brent Lawler <blawler@cuyahogacounty.gov>

📎 1 attachments (22 KB)

Resignation.pdf;

Attached is Mr. Kanzinger's resignation letter. The Board accepted it in regular session last night. They are accepting applications until next Friday. They have two special meetings scheduled (public notice will go out Monday) for Saturday March 27th for the purpose of executive session to review/discuss applicants and potentially interview candidates. They currently plan to appoint at another special meeting on Monday the 29th at 8:30am.

Ashley Brudno
Treasurer
Chagrin Falls Exempted Village Schools



----- Forwarded message -----

From: **Phil Rankin** <phil.rankin@chagrinschools.org>
Date: Fri, Mar 19, 2021 at 10:27 AM
Subject: Fwd: Resignation Letter
To: Ashley Brudno <ashley.brudno@chagrinschools.org>
Cc: Board of Education <board@chagrinschools.org>

Here it is. Barb has it on file.

Phil Rankin
Even Mix™ & Special Metal Stamping
440-236-6677 (O)
216-280-9092 (M)
prankin@triadcg.com

***Even Mix™ is the only patented mixing blade for IBC's (plastic totes) and 55 gallon drums.
Special Metal Stamping is a specialist in forming super alloy metals such as Nickel, Cobalt, etc.***

Begin forwarded message:

MAR 19 PM 4:20



CUYAHOGA COUNTY
BOARD OF ELECTIONS

Agenda Item Request

Requested By: Becky Brake

Department: Election Officials

Requested Action: Approval
 Authorization
 Other _____

Type of Request RFP/contract
 Travel/Training
 Personnel
 Provisional Rejections
 Absentee Rejection

Certification
 Protest
 Other _____

Requested for the 04/05/2021 Board Meeting Agenda.
Date

Specific description of request:

Authorization to pay: 56 Voting Location Managers x \$200 = \$11,200; 61 Voting Location Deputies x \$200 = \$12,200;

678 Precinct Election Officials x \$172.10 = \$116,683.80; 117 Sanitation Officials x \$200 = \$23,400;

40 Election Substitute Officials x \$100 = \$4000

Estimated Expense: \$167,483.80

Budgeted Item: Yes No

Requestor Signature: _____

Date: _____

Manager Signature: Becky Brake

Date: 3/29/21

Fiscal Officer Signature: _____

Date: _____

Deputy Director: _____

Date: _____

Director Approved: Yes No

Director's Signature: [Signature]

Date: 3.30.21

Please enclose all associated documentation along with this request form to the Clerk of Board.

Forward to the Clerk of the Board: Date: _____

Received by the Clerk of the Board: Date: 3/30/21

VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

Agenda Item Request

Requested By: Becky Brake

Department: Election Officials

Requested Action: Approval
 Authorization
 Other _____

Type of Request RFP/contract
 Travel/Training
 Personnel
 Provisional Rejections
 Absentee Rejection

Certification
 Protest
 Other _____

Requested for the 04/05/2021 Board Meeting Agenda.
Date

Specific description of request:

Approval to appoint not less than two precinct election officials for each precinct pursuant to ORC §3501.22

for the May 4, 2021 Primary Election

Estimated Expense: _____

Budgeted Item: Yes No

Requestor Signature: _____

Date: _____

Manager Signature: Becky Brake

Date: 3/30/21

Fiscal Officer Signature: _____

Date: _____

Deputy Director: _____

Date: _____

Director Approved: Yes No

Director's Signature: [Signature]

Date: 3.30.21

Please enclose all associated documentation along with this request form to the Clerk of Board.

Forward to the Clerk of the Board: Date: _____

Received by the Clerk of the Board: Date: 3/30/21



CUYAHOGA COUNTY BOARD OF ELECTIONS

Agenda Item Request

Requested By: Victor Rush Department: Election Support

Requested Action: Approval
 Authorization
 Other _____

Type of Request

- RFP/contract
- Travel/Training
- Personnel
- Certification
- Protest
- Other _____
- Provisional Rejections
- Absentee Rejection

Specific description of request:

Allocation of voting booths for the May 4, 2021 Primary Election. Allocation quantities are based on Social Distancing and room size per polling location. A total of 1031 voting booths will be allocated + 149 DS200 precinct scanners + 56 ADA AutoMark voting units and 249 Electronic Poll books.

Estimated Expense: _____

Budgeted Item: Yes _____ No _____

Requestor Signature: Victor Rush

Date: 3-30-2021

Manager Signature: Victor Rush

Date: 3-30-2021

Deputy Director: _____

Date: _____

Director Approved: Yes No _____

Director's Signature: Andy Sabat

Date: 3.30.21

Please enclose all associated documentation along with this request form to the Clerk of Board.

Forward to the Clerk of the Board: _____ Date: _____

Received by the Clerk of the Board: _____ Date: 3/31/2021

May 4, 2021 Primary Election

Unit Allocation

poll_id	Polling Location	Address	Municipality	Registered Voters as of 3/25/2021	Number of Precinct Scanners at Location	Total Precincts	Automated Marking Unit	EPBs@ Location	Number of Voting Booths	EPBs@ Location_w/ Curbside
1540	BRECKSVILLE COMMUNITY CENTER	1 COMMUNITY DRIVE	BRECKSVILLE	4442	2	4	1	4	25	5
1550	CUYAHOGA VALLEY CAREER CENTER	8001 BRECKSVILLE ROAD	BRECKSVILLE	2335	2	2	1	2	10	3
1580	BLOSSOM PROPERTY BUILDING 7	4400 OAKES ROAD	BRECKSVILLE	4058	4	4	1	4	18	5
5210	FAIRVIEW PARK CITY HALL	20777 LORAIN ROAD	FAIRVIEW PARK	2905	3	3	1	3	16	4
5280	GARFIELD HEIGHTS HIGH SCHOOL	4900 TURNEY ROAD	GARFIELD HTS	10506	7	11	1	8	60	10
6240	MAPLE ELEMENTARY SCHOOL	24103 MAPLE RIDGE ROAD	NORTH OLMSTED	3124	2	3	1	3	13	4
6250	JOHN KNOX PRESBYTERIAN CHURCH	25200 LORAIN ROAD	NORTH OLMSTED	4555	2	4	1	4	22	5
6280	NORTH OLMSTED BRANCH LIBRARY	27403 LORAIN ROAD	NORTH OLMSTED	3433	2	3	1	3	13	4
6300	NORTH OLMSTED COMMUNITY CABIN	28114 LORAIN ROAD	NORTH OLMSTED	3408	2	3	1	3	19	4
6320	CHURCH OF ST CLARENCE	30106 LORAIN ROAD	NORTH OLMSTED	4587	3	4	1	4	23	5
6330	CLAGUE ROAD UNITED CHURCH OF CHRIST	3650 CLAGUE ROAD	NORTH OLMSTED	3286	3	3	1	3	17	4
6600	THE CHURCH OF THE WESTERN RESERVE	30500 FAIRMOUNT BOULEVARD	PEPPER PIKE	3022	3	3	1	3	12	4
6630	GREENBRIAR MIDDLE SCHOOL ANNEX	11810 HUFFMAN ROAD ROAD	PARMA	2751	3	3	1	3	16	4
6660	PARMA HEIGHTS BAPTIST CHURCH	8971 WEST RIDGEWOOD DRIVE	PARMA HTS	10086	4	9	1	8	39	10
6670	VALLEY FORGE HIGH SCHOOL	9999 INDEPENDENCE BOULEVARD	PARMA HTS	3185	3	3	1	3	18	4
6680	DONNA SMALLWOOD ACTIVITIES CENTER	7001 WEST RIDGEWOOD DRIVE	PARMA	2389	2	3	1	3	17	4
6700	JOHN MUIR ELEMENTARY SCHOOL	5531 WEST 24TH STREET	PARMA	3119	3	3	1	3	14	3
6710	RIDGE-BROOK ELEMENTARY SCHOOL	7915 MANHATTAN AVENUE	PARMA	3119	3	3	1	3	17	4
6720	ELKS HALL	2300 SNOW ROAD	PARMA	2108	2	2	1	2	12	3
6730	GREEN VALLEY ELEMENTARY SCHOOL	2401 WEST PLEASANT VALLEY ROAD	PARMA	1875	2	2	1	2	11	3
6740	NORMANDY HIGH SCHOOL	2500 WEST PLEASANT VALLEY ROAD	PARMA	1912	2	2	1	2	8	3
6750	DENTZLER ELEMENTARY SCHOOL	3600 DENTZLER ROAD	PARMA	3836	2	4	1	4	16	5
6770	MICHAEL A RIES RINK	5000 FORESTWOOD DRIVE	PARMA	3431	3	3	1	3	18	4
6790	PARMA EVANGELICAL LUTHERAN CHURCH	5280 BROADVIEW ROAD	PARMA	2057	2	2	1	2	10	3
6810	THOREAU PARK ELEMENTARY SCHOOL	5401 WEST 54TH STREET	PARMA	2680	3	3	1	3	15	4
6880	SHILOH MIDDLE SCHOOL	2303 GRANTWOOD DRIVE	PARMA	3316	3	3	1	3	18	4
6890	RIDGEWOOD UNITED METHODIST CHURCH	6330 RIDGE ROAD	PARMA	1162	2	1	1	2	7	3
6910	ST ANTHONY'S SCHOOL	6750 STATE ROAD	PARMA	2357	2	3	1	3	13	4
6930	PARMA LIBRARY	6996 POWERS BOULEVARD	PARMA	2188	2	2	1	2	10	3
6940	PLEASANT VALLEY ELEMENTARY SCHOOL	9906 WEST PLEASANT VALLEY ROAD	PARMA	3940	4	4	1	4	22	5
6980	RENWOOD ELEMENTARY SCHOOL	8020 DEERFIELD DRIVE	PARMA	3456	2	3	1	3	19	4
7030	ROCKY RIVER UNITED METHODIST CHURCH	19414 DETROIT ROAD	ROCKY RIVER	5276	3	5	1	4	25	6
7050	ROCKY RIVER CIVIC CENTER	21016 HILLIARD BOULEVARD	ROCKY RIVER	7128	5	7	1	6	43	8
7070	ROCKY RIVER PRESBYTERIAN CHURCH	21750 DETROIT ROAD	ROCKY RIVER	3959	2	4	1	4	20	5
7240	ST PETER UNITED CHURCH OF CHRIST	125 EAST RIDGEWOOD DRIVE	SEVEN HILLS	2191	2	2	1	3	12	4
7260	HILLSIDE MIDDLE SCHOOL	1 EDUCATIONAL PARK DRIVE	SEVEN HILLS	4568	3	4	1	4	31	6
7330	STRONGSVILLE MIDDLE SCHOOL	13200 PEARL ROAD	STRONGSVILLE	2524	2	2	1	2	14	3
7540	STRONGSVILLE COMMUNITY LIBRARY	18700 WESTWOOD DRIVE	STRONGSVILLE	3799	2	3	1	3	21	4
7550	EDITH WHITNEY ELEMENTARY SCHOOL	13548 WHITNEY ROAD	STRONGSVILLE	4985	2	4	1	4	21	5
7560	HOWARD CHAPMAN ELEMENTARY SCHOOL	13883 DRAKE ROAD	STRONGSVILLE	3870	2	4	1	4	22	5
7600	STRONGSVILLE HIGH SCHOOL	20025 LUNN ROAD	STRONGSVILLE	3209	3	3	1	3	17	4
7615	BESSIE KINSNER ELEMENTARY SCHOOL	19091 WATERFORD PARKWAY	STRONGSVILLE	4697	3	4	1	4	20	6
7620	EDNA SURRARRER ELEMENTARY SCHOOL	9306 PRIEM ROAD	STRONGSVILLE	3300	3	3	1	3	17	4

May 4, 2021 Primary Election

Unit Allocation

Unit Allocation	Address	Registered Voters	Precinct Scanners at Location	Total Precincts	Automated A.D.A. Unit	EPBs@ Location	Number of Voting Booths	EPBs@ Location w/ Curbside
8005 BAIN PARK CABIN	21077 NORTH PARK DRIVE	2328	2	2	1	2	13	3
8032 FAIRVIEW PARK REGIONAL LIBRARY	21255 LORAIN ROAD	2370	2	2	1	2	11	3
8112 BETHEL CHRISTIAN	12901 WEST PLEASANT VALLEY ROAD	3003	3	3	1	3	15	4
8115 AMERICAN LEGION POST 572	6483 STATE ROAD	2863	2	3	1	3	12	4
8160 MAPLE LEAF ELEMENTARY SCHOOL	5764 TURNEY ROAD	5893	4	6	1	4	26	6
8188 STRONGSVILLE SENIOR CENTER	18100 ROYALTON ROAD	3033	3	3	1	3	14	4
8198 GARFIELD HEIGHTS BRANCH LIBRARY	5409 TURNEY ROAD	2397	2	2	1	2	10	3
8199 ATHLETIC WING OF ORANGE HIGH SCHOOL	32000 CHAGRIN BOULEVARD	5369	2	2	1	2	14	3
8208 STRONGSVILLE CITY SCHOOLS ADMIN OFFICES	18199 COOK AVENUE	4116	4	4	1	4	18	5
8246 WARRENSVILLE HEIGHTS RECREATION CENTER	4270 NORTHFIELD ROAD	9621	4	12	1	8	48	10
8258 THE GEMINI CENTER	21225 LORAIN ROAD	2312	2	3	1	3	14	4
8305 NEO CHURCH	7593 ELMHURST DRIVE	2143	2	2	1	2	13	3
8306 AMERICAN LEGION POST 738	19311 LORAIN ROAD	2662	2	3	1	2	11	3

Registered Voters	Precinct Scanners at Location	Total Precincts	Automated A.D.A. Unit	EPBs@ Location	Number of Voting Booths	EPBs@ Location w/ Curbside
206341	149	196	56	185	1031	249



CUYAHOGA COUNTY BOARD OF ELECTIONS

Jeff Hastings
Chairman

Inajo Davis Chappell
Member

Lisa M. Sticklan
Member

David J. Wondolowski
Member

Anthony W. Perlatti
Director

Agenda Item Request

Requested By: Dane R. Thomas

Department: Election Support

Requested Action: Approval
 Authorization
 Other Signature

Type of Request

- RFP/contract
- Travel/Training
- Personnel
- Certification
- Protest
- Other - Private Locations Payroll
- Provisional Rejections
- Absentee Rejection

Requested for the available Board Meeting Agenda

Specific description of request: Authorization to process payment in the amount not-to-exceed \$5,000.00 for 16 private voting locations being used for the 4 May 2021 Election.

Estimated Expense: \$5,000.00

Budgeted Item: Yes X No _____

Requestor Signature: Dane R. Thomas

Date: 3/16/2021

Manager Signature: Victory

Date: 3-16-21

Business Administrator Manager Signature: _____

Date: _____

Deputy Director: _____

Date: _____

Director Approved: Yes No _____

Director's Signature: Anthony W. Perlatti

Date: 3.31.21

Please enclose all associated documentation along with this request form to the Clerk of Board.

Forward to the Clerk of the Board: _____ Date: _____

Received by the Clerk of the Board: _____ Date: 3/31/2021



CUYAHOGA COUNTY BOARD OF ELECTIONS

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Member

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Director

Anthony N. Kaloger
Deputy Director

Memorandum

To: Board Members

CC: Anthony W. Perlatti, Director
Anthony N. Kaloger, Deputy Director

From: Kendra Zusy, Fiscal Services Manager *KZ*

Date: March 30, 2021

Re: Contract Award Recommendation for Midwest Direct-Ballot Printing

In accordance with Section 3501.13 of the Ohio Revised Code, a Public Notice for Request for Bid (RFB) for the printing of official ballots for all elections in Cuyahoga County from August 3, 2021 through May 1, 2023 was issued on March 2, 2021. The RFB was published in the Daily Legal News and posted on the Board's website on February 23, 2021 for the required five-day period.

The specifications in the RFB were consistent with the previous ballot printing RFB and included the additional specifications to procure envelopes and to provide delivery services to the United States Postal Office, as well as, compliance with the Secretary of State (SOS) Directive 2021-05 (Chapter 5: Absentee Voting).

One bid was received by the bid deadline on March 16, 2021. The total amount of the bid, submitted by Midwest Direct located in Cleveland, Ohio, was \$2,146,270.43, which includes four (4) scheduled elections and any other election that must be conducted (such as a recall or runoff election) during the term. The bid submitted by Midwest Direct met all the requirements of the RFB, which included ballot samples, three references and a bid bond double the amount of the bid for the initial term.

As you know, Midwest Direct is the Board's current vendor providing ballot printing services for Cuyahoga County elections. For informational purposes, the previous contract award totaled \$1,876,834.20, which is \$269,436.23 or 14.4% less than the current bid. However, comparing overall cost is not an apples-to-apples comparison. It should be noted that the current bid includes an estimate of approximately 1 million more ballots, overall, than the previous contract--in part, due to increased estimates for Vote-by-Mail and the unknown status of the 11th Congressional election.

A cost analysis was performed comparing Midwest's 2019-2020 average prices with Midwest's 2021-2022 average prices submitted for this RFB. On the table following, is a side-by-side comparison and percentage increase/decrease for each category. Prices decreased by an average of 4.1%, overall. Most categories reveal average price decreases or no price change, while Vote-by-Mail Ballot and Nursing Home/Jail/Hospital Ballot types increased.

Ballot Printing Price Comparison

Type	Sheets	2019-2020 Avg. Price	2021-2022 Avg. Price	% Increase/ (Decrease)
Election Day Ballots	1 sheet	\$0.23	\$0.20	-9.1%
	2 sheets	\$0.45	\$0.41	-9.1%
	3 sheets	\$0.68	\$0.61	-9.1%
	4 sheets	\$0.92	\$0.86	-7.0%
Early In-Person Ballots	1 sheet	\$0.23	\$0.20	-9.1%
	2 sheets	\$0.45	\$0.41	-9.1%
	3 sheets	\$0.68	\$0.61	-9.1%
	4 sheets	\$0.92	\$0.86	-7.0%
Vote-by-Mail Ballots	1 sheet	\$1.07	\$1.14	7.0%
	2 sheets	\$1.30	\$1.35	4.5%
	3 sheets	\$1.49	\$1.55	3.9%
	4 sheets	\$1.72	\$1.76	2.5%
Pre-Voted Test Ballots	1 sheet	\$0.23	\$0.20	-9.1%
	2 sheets	\$0.45	\$0.41	-9.1%
	3 sheets	\$0.68	\$0.61	-9.1%
	4 sheets	\$0.92	\$0.86	-7.0%
Blank Scan Sample Ballots	1 sheet	\$0.23	\$0.20	-9.1%
	2 sheets	\$0.45	\$0.41	-9.1%
	3 sheets	\$0.68	\$0.61	-9.1%
	4 sheets	\$0.92	\$0.86	-7.0%
Blank Ballots for Remakes	1 sheet	\$0.23	\$0.20	-9.1%
	2 sheets	\$0.45	\$0.41	-9.1%
	3 sheets	\$0.68	\$0.61	-9.1%
	4 sheets	\$0.92	\$0.86	-7.0%
Nursing Home/Jail/Hospital Ballots	1 sheet	\$1.07	\$1.14	7.0%
	2 sheets	\$1.30	\$1.35	4.5%
	3 sheets	\$1.49	\$1.55	3.9%
	4 sheets	\$1.72	\$1.76	2.5%
Ballot Pack Cover Sheets	1 sheet	\$0.22	\$0.22	0.0%
Ballot Pack Warning Sheets	1 sheet	\$0.22	\$0.22	0.0%
Inserts for Vote-by-Mail Packets	Includes up to 3 additional inserts	\$0.10	\$0.10	0.0%
Programming Charges	Per Hour	\$125.00	\$125.00	0.0%
Delivery Charges	Per Delivery	\$100.00	\$100.00	0.0%

CONTRACT
by and between the
CUYAHOGA COUNTY BOARD OF ELECTIONS
and
MIDWEST DIRECT

THIS CONTRACT (the "Contract") is made and entered into this 6th day of April, 2021, by and between the Cuyahoga County Board of Elections (the "Board"), a political subdivision organized and existing under the Ohio Revised Code at 2925 Euclid Avenue, Cleveland, Ohio 44115, and Mid-West Presort Mailing Services, Inc. (dba Midwest Direct) is a privately held company having principal place of business at 2222 West 110th Street, Cleveland, Ohio 44102 ("Contractor"). The Board and the Contractor may hereafter be referred to singularly as a "Party", or jointly as "Parties".

WHEREAS, the Board, in accordance with Ohio Revised Code (ORC) Section 3505.13, requires a contractor to print official ballots, within the State of Ohio, for the purpose of conducting all elections; and

WHEREAS, the Board, in accordance with ORC Section 3505.13, published notice of its Request for Bids (RFB) for the printing of official ballots, envelopes, and delivery to the United States Postal Office for all elections in Cuyahoga County from August 3, 2021 through May 1, 2023; and

WHEREAS, the Contractor has submitted a response ("Bid") for such RFB (Exhibit A) that is responsive to all the requirements contained in the RFB; and

WHEREAS, the Board has determined, by majority affirmative vote, that Contractor is the "lowest responsible bidder" per ORC Section 9.312.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the Board agree as follows:

I. Contract Term

- A. **Initial Term.** The initial term of this Contract shall commence on August 3, 2021 and shall continue, unless earlier terminated or canceled, until December 31, 2021 (the "Initial Term"). Unless otherwise amended, payments made by the Board to Contractor during this Initial Term shall not exceed Eight hundred sixty-one thousand, one hundred sixty-three dollars and ninety-three cents (\$861,163.93).
- B. **First Renewal Period.** The Board may elect to renew the Contract for the time period beginning January 1, 2022 through August 1, 2022 (the "First Renewal Period"). The decision to renew shall be at the sole discretion of the Board and subject to the majority approval of the Board Members. Notice to renew shall be sent to Contractor in writing prior to the end of the Initial Term. Unless otherwise amended, payments made by the Board to Contractor during the First Renewal Period shall not exceed five hundred ninety-three thousand, four hundred sixty-nine dollars and seventy cents (\$593,469.70).
- C. **Second Renewal Period.** The Board may elect to renew the Contract for the time period beginning August 2, 2022 through May 1, 2023 (the "Second Renewal Period"). The decision to renew shall be at the sole discretion of the Board and subject to the majority approval of the Board Members. Notice to renew shall be sent to Contractor in writing prior to the end of the First Renewal Period. Unless otherwise amended, payments made by the Board to Contractor during the Second Renewal Period shall not exceed six hundred ninety-one thousand, six hundred thirty-six dollars and eighty cents (\$691,636.80).

- D. **Additional Renewal Periods.** Upon expiration of the Second Renewal Period, the Contract may be renewed, by mutual agreement between the Board and Contractor, for any number of successive periods covering any amount of time. Each renewal shall be considered a "Renewal Period". The decision to renew shall be subject to the majority approval of the Board Members.

II. **Contractor Requirements**

- A. **Ohio Printing Requirement:** Contractor shall print all ballots within the State of Ohio in accordance with Ohio Revised Code Section 3505.13.
- B. **Voting Equipment System:** Contractor shall be able to print ballots meeting the requirements of any voting equipment system certified for use in the State of Ohio.
- C. **Ballot Production Deadlines:** The ballot production deadlines are prescribed by the Secretary of State Directive 2021-05. Estimated deadlines shall not be changed unless otherwise mutually agreed upon by the Board and the Contractor. Further, any other election that is not currently scheduled but must be conducted during the term of the Contract shall have the same production schedule unless otherwise mutually agreed upon by the Board and the Contractor.
- D. **Ballot Production Guide:** Contractor shall print all ballots in accordance with the requirements and specifications produced by the electronic voting equipment Contractor, along with any additional requirements specifically set out in this Contract.
- E. **Unbiased Business Conduct:** The Contractor acknowledges that this Contract is integral to the Board's ability to administer free and fair elections, which constitutes the essence of the Contract. The Contractor will not act or engage in any conduct that gives the appearance of impropriety or exhibits political bias or taints the elections process by reason of any partisanship of any kind, perceived or otherwise. The Contractor agrees i) to conduct its operations so as not to cause disrepute, contempt or scandal on the Board or otherwise interfere, directly or indirectly, with the Board's election administration process; and ii) that the Contractor acknowledgements and agreements are a material inducement for the Board to select the Contractor for contract award.
- F. **Election Day Ballot Specifications:**
1. **Size:** Each ballot shall consist of at least one sheet in the size of eight and one-half inches by fourteen inches (8 ½" x 14") or eight and one-half inches by seventeen inches (8 ½" x 17"), as requested by the Board. This size does not include stubs (see below). Each sheet will require duplex printing. Depending on the election, an individual ballot may require multiple sheets.
 2. **Perforated Stub:** Each ballot sheet shall have one (1) one-inch stub for 14" ballots or one (1) 9/10 of one-inch stub for 17" ballots perforated at the bottom of the ballot labeled Stub A. The perforation shall be produced with a minimum of twenty-eight (28) teeth per inch, preferably by wheel method of perforation. Prior to each election and before commencing printing of the ballots, Vendor shall deliver to Board a minimum of ten (10) completed sample ballot packs for inspection and approval. Upon approval, the same perforation method used by Vendor to manufacture the sample packs shall be used to manufacture all ballots for that election. Vendor shall not utilize a different perforation method to manufacture any ballots for that election unless an additional set of sample packs manufactured via such method are provided to the Board for inspection and approval. No actual ballot production shall begin until the Board has given approval for ballot stub and pack production.

3. **Stub Numbers:** Printed on Stub A shall be the precinct name and "Consecutive number [number]". The stub numbers for each precinct shall be four digits starting with the number 0001 and shall continue consecutively. Also printed on both sides of Stub A shall be "Stub must be removed prior to inserting ballot into the scanner. Fold on perforation, then tear." or similar language as provided by the Board.
4. **Ballot Stub Barcodes:** On the lower right of Stub A of the front page of the first sheet for all Election Day Ballots shall be printed a unique barcode with the following information and in the following sequence:
 - a. Three to five alpha characters for the municipality (e.g., "CLEVE" for "Cleveland")
 - b. Two numerical characters for the ward (e.g., "03" for ward 3 or "00" for no wards)
 - c. One alpha character for precinct
 - d. Two numerical characters for the precinct split portion (either "01 or "02", most will be "01")
 - e. One alpha character for the party:
 - i. D = Democrat
 - ii. R = Republican
 - iii. N = Nonpartisan
 - iv. L = Libertarian
 - v. G = Green
 - f. Four-digit unique numerical stub number in sequential order starting with 0001

The barcodes shall be of a size, quality, and font that are easily readable by the Board's electronic pollbook equipment. The characters embedded in the barcode shall be printed legibly beneath the barcode itself. Such barcodes shall be tested via the barcode test decks and shall be subject to the approval of the Board.

An example of a barcode for a Democratic ballot for precinct M in Cleveland Ward 11 with no split portions and with the stub number 1234 would be as follows:



5. **Packaging:** Each ballot pack shall be packaged by precinct in clear shrink wrap in packs of 100 sheets or fewer. If there are 25 or fewer sheets remaining for the last ballot pack, they shall be included with the last pack of 100. For example, if 425 ballots are ordered for a one-sheet ballot, there should be three packs of 100 and 1 pack of 125.
6. **Cover Sheets:** Each ballot pack shall contain a cover sheet with the election title, ballot type, precinct name, voting location, delivery route number, ballot stub range included in the ballot pack, and the ballot pack number. Cover sheets must not conceal the precinct name printed in the four corners of the ballot. "Open This Pack First" must be printed in bolded font on the cover sheet of the first ballot pack for each precinct and ballot type. The artwork template for the cover sheets will be provided by the Board. Split precincts shall have an orange cover sheet with the split precinct and portion clearly identified. For primary elections, ballot pack cover sheets must be printed on colored paper stock coded by ballot type.
 - a. Democrat – Blue
 - b. Republican – Pink
 - c. Green – Green
 - d. Other Minor Parties – TBD
 - e. Nonpartisan – White

7. **Delivery:** Ballots must be delivered in the precinct sequence determined by the Board. The ballot print sequence will be provided to Contractor prior to the election. Each delivery shall be accompanied with a clear and detailed packing list indicating which precincts and ballot styles (if applicable) are included in the delivery. If the ballots are delivered on pallets, the pallets should be numbered and the packing list should indicate which precincts are on which pallets, with each precinct sub-sorted by ballot type (party type) for primary elections.
8. **Errors:** Any errors or issues identified by the Board upon delivery of the Election Day ballots shall be resolved by Contractor immediately. Replacement or repaired ballot packs shall be provided to the Board, at no cost to the Board unless such errors or issues are as a result of an act or omission by the Board, by the opening of the Board's business the next day. (The Board may be open for business on Saturdays and/or Sundays during the election cycle.)
9. **Warning Sheets:** A warning sheet must be included in each precinct ballot pack to notify poll workers that ballot supply is running low. The artwork template for the warning sheet will be provided by the Board. The warning sheet should be placed approximately three-quarters (75%) of the way through the ballots in the precinct.
10. **Sample Ballots:** Contractor shall submit to the Board Ballot Department a sample of every one-hundredth (100th) Election Day ballot printed. The sample ballots shall be delivered on the same day as the corresponding Election Day ballots. Additionally, Contractor shall test a sample from every precinct for each ballot party type.
11. **Election Day Emergency Printing:** The Contractor shall be available from 5:00 AM until the close of polls (&:30 PM unless a Court Order is received) on Election Day for emergency Election Day ballot printing and delivery to poll locations.

G. Early In-Person Ballot Specifications:

1. **Size:** Each ballot shall consist of at least one sheet in the size of eight and one-half inches by fourteen inches (8 ½" x 14") or eight and one-half inches by seventeen inches (8 ½" x 17"), as requested by the Board. This size does not include stubs (see below). Each sheet will require duplex printing. Depending on the election, a single ballot may require multiple sheets.
2. **Perforated Stub:** Each ballot sheet shall have one (1) one-inch stub for 14" ballots or one (1) 9/10 of one-inch stub for 17" ballots perforated at the bottom of the ballot labeled Stub A. The perforation shall be produced with a minimum of twenty-eight (28) teeth per inch utilizing the same method that Contractor shall use to produce Election Day ballot stubs indicated in Section II(F)(2). No actual ballot production shall begin until the Board has given approval for ballot stub and pack production indicated in Section II(F)(2).
3. **Stub Numbers:** Printed on Stub A shall be the precinct name and "Consecutive numbering [number]." The stub numbers for each precinct shall be four digits starting with the number 5001 and shall continue consecutively.
4. **Ballot Stub Barcodes:** On the lower right of Stub A of the front page of the first sheet for all Early In-Person Ballots shall be printed a unique barcode with the following information and in the following sequence:

- a. Three to five alpha characters for the municipality (e.g., "CLEVE" for "Cleveland")
- b. Two numerical characters for the ward (e.g., "03" for ward 3 or "00" for no wards)
- c. One alpha character for precinct
- d. Two numerical characters for the precinct split portion (either "01" or "02", most will be "01")
- e. One alpha character for the party:
 - i. D = Democrat
 - ii. R = Republican
 - iii. N = Nonpartisan
 - iv. L = Libertarian
 - v. G = Green
- f. Four-digit unique numerical stub number in sequential order starting with 5001

The barcodes shall be of a size, quality, and font that are easily readable by the Board's electronic pollbook equipment, and the characters embedded in the barcode shall be printed legibly beneath the barcode itself. Such barcodes shall be tested via the barcode test decks and shall be subject to the approval of the Board.

5. **Extra Ballots:** Through the course of an election, some precincts may experience a higher usage rate than projected by the Board. Therefore, Contractor should anticipate additional ballot orders for specific precincts. Reasonable accommodations in fulfilling requests for extra ballots should be expected regarding production time and speediness of delivery.
6. **Packaging:** Ballots shall be packed in cardboard boxes by precinct in sequential order by stub number with a sheet of paper or cardboard between each precinct.
7. **Cover Sheets:** A cover sheet with the election title, ballot type, precinct name, and ballot stub number range shall be included on top of the first ballot for each precinct and after every 25 ballots thereafter. The artwork template for the cover sheets will be provided by the Board. For primary elections, ballot pack cover sheets must be printed on colored paper stock coded by ballot type.
 - a. Democrat – Blue
 - b. Republican – Pink
 - c. Green – Green
 - d. Other Minor Parties – TBD
 - e. Nonpartisan – White
8. **Delivery:** Ballots are to be delivered to the Board in sealed boxes in alphabetical order by precinct name, with the precincts clearly marked on the outside of the box.
9. **Sample Ballots:** Contractor shall submit to the Board Ballot Department a sample of every one-hundredth (100th) Early In-Person ballot printed. The sample ballots shall be delivered on the same day as the corresponding Early In-Person ballots. Additionally, Contractor shall test a sample from every precinct for each ballot party type.
10. **Errors:** Any errors or issues identified by the Board upon delivery of the Early In-Person ballots must be resolved by Contractor immediately. Replacement or repaired ballot packs must be provided to the Board, at no cost to the Board unless such errors or issues result from an act or omission by the Board, by the opening of the Board's business the next day. (The Board may be open for business on Saturdays and/or Sundays during the election cycle.)

H. **Vote-by-Mail Ballot Specifications:**

1. **Size:** Each ballot shall consist of at least one sheet in the size of eight and one-half inches by fourteen inches (8 ½" x 14") or eight and one-half inches by seventeen inches (8 ½" x 17"), as requested by the Board. This size does not include stubs (see below). Each sheet will require duplex printing. Depending on the election, a single ballot may require multiple sheets.
2. **Perforated Stub:** Each ballot sheet shall have one (1) one-inch stub for 14" ballots or one (1) 9/10 of one-inch stub for 17" ballots perforated at the bottom of the ballot labeled Stub A. The perforation shall be produced with a minimum of twenty-eight (28) teeth per inch utilizing the same method that Contractor shall use to produce Election Day ballot stubs indicated in Section II(F)(2). No actual ballot production shall begin until Board has given approval for ballot stub and pack production indicated in Section II(F)(2).
3. **Stub Numbers:** Printed on Stub A shall be the precinct name and "Consecutive number [number]". The stub numbers for each precinct shall be four digits starting with the number 7001 and shall continue consecutively. Also printed on Stub A shall be "Absent Voter's Ballots, Do Not Remove Stub" and "Ballot will not be counted if this stub is removed" or similar language as provided by the Board.
4. **Vote-by-Mail Ballot Packs:** The Contractor is responsible for the production or procurement of all envelopes and inserts. Upon execution of the Contract, the Board will provide the Contractor with a one-time delivery of approximately 325,000 Outbound Envelopes, 325,000 Reply Envelopes, 325,000 Vote-by-Mail Instruction Guides and 325,000 Voter Identification Envelopes. The Contractor must also package the inserts so there is no bleeding from the inserts onto the ballots. Contractor shall insert the ballots into the Vote-by-Mail ballot packs which shall consist of the following items:
 - a. Outbound Envelope: 6."H x 10.0625"W w/ 2.25"H x 3.875"W window and double-scored flap
 - b. Reply Envelope: 5.875"H x 9.4575"W
 - c. Voter Identification Envelope: 5.75"H x 9.25"W
 - d. Election Alert/Special Notice: 11.5"H x 8.5"W folded in half to 5.5"H x 8.5"W
 - e. Vote by Mail Instruction Guide: 11"H x 17"W pre-folded (roll fold) to 5.5"H x 8.5"W
5. **Variable Data:** For each Vote-by-Mail ballot pack, Contractor shall print the following variable information on the Voter Identification ("ID") Envelope (* indicates included in voter file provided by Board):
 - a. Voter's name*
 - b. Voter's registered address (or mailing address if different than registered address)*
 - c. Voter's precinct*
 - d. Voter category code*
 - e. Barcode of Absentee ID number*
 - f. Sequence number (stub number)
 - g. Election Date
 - h. Ballot Style (Party Type)*
 - i. Intelligent Mail barcode (IMb) for the voter's address
 - j. Date processed by Board*
 - k. Voter ID number*
 - l. Sort (Zone) Number*
 - m. Election ID Number
 - n. Print Batch Number
 - o. Individual Print Manifest Number
 - p. Tray Number

6. **Barcoding:** The barcode of the absentee ID number (described above) shall be printed at a minimum of 600 dpi in "C39HrP24DITt" font, or in any other commercially available bar code font so requested by the Board. For each election, Contractor shall provide to the Board 10 sample ID envelopes with barcodes, and shall not begin assembling any official Vote-by-Mail ballot packs for that election until such samples have been approved by the Board.
7. **Approval to Print:** For each election, Contractor shall provide the Board with one Vote-by-Mail pack (at least one per precinct for each party type). A file will be provided to the Contractor. The Contractor shall not begin assembling any official Vote-by-Mail ballot packs for that election until such samples have been approved by the Board.
8. **Election Alert/Special Notice:** The election alert shall be duplex (English on front, Spanish on back) and include both the return postage amount for the voter's ballot (which will be subject to the number of ballot sheets) and the names of any withdrawn candidates and any other election alerts. While the artwork template and variable data for such inserts shall be provided by the Board, Contractor shall be responsible for procuring stock for and printing the alerts.
9. **Folding:** The ballots to be inserted into the Vote-by-Mail ballot packs shall be folded two or three times between the timing marks depending on the size envelopes utilized. It must be folded in a fashion to where the folds are the greatest distances from the top and bottom of the ballot. **Automated Assembly:** Contractor shall employ an automated method to assemble the ballot packs. Such method shall have the capacity to insert all the materials for the vote by mail ballot packs described above (with the exception, if need be, of the "I voted by mail" sticker), along with a 4-sheet ballot, into the outbound envelope. Such method shall also have a system of automatically verifying that the correct ballot, election alert, and personalized ID envelope are included in each ballot pack. Such method may include a system that produces a unique sequence number printed on the ballot stub (i.e. the stub number), election alert, and ID envelope with a camera system to verify that such numbers match. Contractor shall use the automated assembly system to assemble each ballot pack unless permission to assemble such packs manually is specifically given by a Board project manager. Any packs that cannot be automatically verified as having matched and correct inserts must be set aside for Board review and approval.
10. **Mail Preparation:** Contractor is responsible for applying any and all United States Postal Service (USPS) barcoding. The USPS barcode should be sorted down to provide Board with the lowest possible postage rate available. This postal barcode will allow the USPS to provide the most reliable service of delivery of the Vote-by-Mail ballot from the Board to the voter. This is to include postal trays, tray covers, USPS tag #191 (green & white with black text) "Ballots Only," presorted tray labels, and all tags and labels affixed to the trays. Contractor shall also be responsible for preparing all required mailing statements and supporting documentation in accordance with USPS standards and shall provide a complete sample pack of the mailing piece for each mailing statement, as required by the USPS. The Contractor is also responsible for the timely delivery of the Vote-by-Mail ballots to the USPS.
11. **Mail Tracking:** All outgoing ballot envelopes must have a unique Intelligent Mail Barcode (IMb bar code) to meet USPS requirements of being a full-service mailer and to utilize USPS envelope tracking. Contractor must provide access to software capable of tracking each outgoing ballot by batch record, date mailed, and individual voter.

12. **Addressing:** Contractor shall print the addressee's city as provided by the Board. It is not to be changed based on USPS matching software or for any other reason without prior written approval from the Board.
13. **Sample Ballots:** Contractor shall submit a sample of every one-hundredth (100th) Vote-by-Mail Ballot to the Board and is responsible for the timely delivery of these sample ballots. Samples of Vote-by-Mail ballots must be delivered by noon the following Business Day. For purposes of these bid specifications, "Business Day" means any calendar day the Board is open and providing services to the public; "Business Day" may include Saturday, Sunday, or any legal holiday. Additionally, Contractor shall test a sample from every precinct for each ballot party type.
14. **Delivery and Manifest:**
- a. Contractor must adhere to all delivery deadlines outlined in the Secretary of State Directive 2021-05.
 - b. Vote-by-Mail ballots shall be delivered to the USPS on a daily basis every Business Day (including Saturdays).
 - c. The manifest showing each print file must be uploaded to the Contractor's FTP within 24 hours of delivering ballots to the USPS.
 - d. Military and Overseas Vote-by-Mail ballots shall be printed and delivered to the Board with the outer envelope unsealed. These shall be delivered in precinct order.
 - i. Military and Overseas Vote-by-Mail ballots require unique outbound and return envelope.
 - e. Nursing Home Vote-by-Mail ballots shall be printed and delivered in order by street name and address. Contractor shall not seal the outer envelope of such ballot packs. These ballots shall be delivered to the Board.
 - i. Nursing Home Vote-by-Mail ballots require unique ID envelopes.
 - f. Vote-by-Mail ballots for 17-Year-Old Voters (primary elections only) shall be printed and delivered to the Board. Contractor shall not seal the outer envelope of such ballot packs.
15. **On-Site Office Space:** A reasonable amount of on-site office space is to be provided by Contractor for Board staff. Vote-by-Mail Ballots with name, address, and barcode must be delivered with a Republican and Democrat in a secured vehicle.
16. **Duplicates:** Contractor shall verify that no duplicate Vote-by-Mail voter requests have been issued in prior data files or the current data file utilizing the voter's AV identification number. If a discrepancy occurs, Contractor shall immediately notify the appropriate Board contact person.
17. **Upload Site:** Contractor shall provide a secure upload site that automatically confirms receipt of the data file(s) and the number of records in each file. The site must provide for real time viewing of each processed ballot and must allow for multiple file transfers with HTTP/FTP secure transfer of files.
18. **Storage:** Contractor shall store all envelopes, Vote-by-Mail Instruction Guides, and any other items used to assemble the Vote-by-Mail ballot packets as needed. The bid shall include all such storage costs.

19. **Errors:** Any errors or issues identified by the Board upon delivery of the in-house absentee ballots shall be resolved by Contractor immediately. Replacement or repaired ballot packs must be provided to the Board, at no cost to the Board unless such error or issues are a result of an act or omission by the Board, by the opening of the Board's business the next day unless otherwise mutually agreed upon by the parties. The Board may be open for business on Saturdays and/or Sundays during an election cycle.

I. **In-House Nursing Home Ballot Specifications**

1. **Size:** Each ballot shall consist of at least one sheet in the size of eight and one-half inches by fourteen inches (8 ½" x 14") or eight and one-half inches by seventeen inches (8 ½" x 17"), as requested by the Board. This size does not include stubs (see below). Each sheet will require duplex printing. Depending on the election, a single ballot may require multiple sheets.
2. **Perforated Stub:** Each ballot sheet shall have one one-inch stub for 14" ballots or one 9/10 of one-inch stub for 17" ballots perforated at the bottom of the ballot labeled Stub A. The perforation shall be produced with a minimum of twenty-eight (28) teeth per inch utilizing the same method that Contractor shall use to produce Election Day ballot stubs indicated in Section II(F)(2). No actual ballot production shall begin until the Board has given approval for ballot stub and pack production indicated in Section II(F)(2).
3. **Stub Numbers:** Printed on Stub A shall be the precinct name and "Consecutive numbering [number]." The stub numbers for each precinct shall be four digits starting with the number 3001 and shall continue consecutively. Also printed on both sides of Stub A shall be "Absent Voter's Ballots, Do Not Remove Stub" and "Ballot will not be counted if this stub is removed" or similar language as provided by the Board.
4. **Ballot Stub Barcodes:** On the lower right of Stub A of the front page of the first sheet for all Election Day Ballots shall be printed a unique barcode with the following information and in the following sequence:
 - a. Three to five alpha characters for the municipality (e.g., "CLEVE" for "Cleveland")
 - b. Two numerical characters for the ward (e.g., "03" for ward 3 or "00" for no wards)
 - c. One alpha character for precinct
 - d. Two numerical characters for the precinct split portion (either "01 or "02", most will be "01")
 - e. One alpha character for the party:
 - i. D = Democrat
 - ii. R = Republican
 - iii. N = Nonpartisan
 - iv. L = Libertarian
 - v. G = Green
 - f. Four-digit unique numerical stub number in sequential order starting with 3001

The barcodes shall be of a size, quality, and font that are easily readable by the Board's electronic pollbook equipment, and the characters embedded in the barcode shall be printed legibly beneath the barcode itself. Such barcodes shall be tested via the barcode test decks and shall be subject to the approval of the Board.

5. **Packaging:** Ballots shall be packed in cardboard boxes by precinct in sequential order by stub number with a sheet of paper or cardboard between each precinct.

6. **Cover Sheets:** A cover sheet with the election title, ballot type, precinct name, and ballot stub number range shall be included on top of the first ballot for each precinct and after every 25 ballots thereafter. The artwork template for the cover sheets will be provided by the Board. Split precincts shall have an orange cover sheet with the split precinct and portion clearly identified. For primary elections, ballot pack cover sheets must be printed on colored paper stock coded by ballot type.
 - a. Democrat – Blue
 - b. Republican – Pink
 - c. Green – Green
 - d. Other Minor Parties – TBD
 - e. Nonpartisan – White
 7. **Delivery:** Ballots are to be delivered to the Board in sealed boxes in alphabetical order by precinct name, with the precincts clearly marked on the outside of the box.
 8. **Sample Ballots:** Contractor shall submit to the Board Ballot Department a sample of every one-hundredth (100th) In-House Nursing Home ballot printed. The sample ballots shall be delivered on the same day as the corresponding In-House Nursing Home ballots. Additionally, Contractor shall test a sample of each precinct and party.
 9. **Errors:** Any errors or issues identified by the Board upon delivery of the In-House Nursing Home ballots must be resolved by Contractor immediately. Replacement or repaired ballot packs must be provided to the Board, at no cost to the Board unless such errors or issues are as a result of an act or omission by the Board, by the opening of the Board's business the next day. (The Board may be open for business on Saturdays and/or Sundays during the election cycle.)
- J. **Test Deck Ballot Specifications:**
1. **Types:** Five different types of Test Decks with pre-voted ballots will need to be printed for each election for testing purposes. The PDF images for these Test Decks will be generated by the Board (which will include all voted ovals) and sent to Contractor for printing.
 - a. Barcode Test Decks
 - i. Election Day – Include one blank ballot per style with the barcode printed on the stub
 - ii. Early In-Person – Includes one blank ballot per style with the barcode printed on the stub
 - b. Approval to Print (“ATP”) Vote-by-Mail Test Deck: Includes one test deck printed from the Vote-by-Mail test ballot file to be delivered in alphabetical order by precinct. Stubs will not be printed.
 - c. Approval to Print (“ATP”) Election Day Ballot Test Deck: Includes one test deck printed from the Election Day test ballot file to be delivered in alphabetical order by voting location. Stubs will not be printed.
 - d. Approval to Print (“ATP”) Early In-Person Ballot Test Deck: Includes one test deck printed from the Early In-Person test ballot file to be delivered in alphabetical order by precinct. Stubs will not be printed.

- e. **Blank Test Decks:** Consists of at least two blank (i.e., unvoted) ballots for each precinct in the election. Stubs will not be printed.

K. Security

1. **Licenses, Registrations, Certifications:** Contractor must provide a copy of all current licenses, registrations, and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certifications from any other governmental entity with jurisdiction, allowing Contractor to perform the covered services, including, but not limited to, licenses, registrations, or certifications.
2. **Background Checks:** All employees or contracted staff sent to Cuyahoga County Board of Elections for any type of service provided on behalf of the Contractor must have a background check on file with the Contractor.
3. **Location of Data:** The Contractor must keep all Board data within the United States. Additionally, the Contractor must provide written notification for approval if at any time the location of work or data changes.
4. **Computer and Telecommunications Systems and Services:** The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting Board data are secure and that they protect Board data from unauthorized disclosure, modification, use, or destruction. To accomplish this, the Contractor must adhere to the following principles:
 - a. Apply appropriate risk management techniques to balance the need for security measures against the sensitivity of the Board data.
 - b. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability of Board data.
 - c. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as detect and respond to those threats and vulnerabilities.
 - d. Maintain appropriate identification and authentication processes for information systems and services associated with Board data.
 - e. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with Board data.
 - f. Implement and manage security audit logging on information systems, including computers and network devices.

III. **Contract Termination and Suspension**

- A. **Contract Termination:** If Contractor fails to perform any of its obligations under the Contract, it will be in default and the Board may terminate the Contract in accordance with this section. The termination will be effective on the date delineated by the Board.
1. **Termination for Default:** If Contractor's default is unable to be cured in a reasonable time based on the circumstances at the time of Contractor's default, the Board may terminate the Contract by written notice to the Contractor.
 2. **Termination for Unremedied Default:** If Contractor's default may be cured within a reasonable time based on the circumstances at the time of Contractor's default, the Board will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the Board may terminate the Contract. If the Board does not give timely notice of default to Contractor, the Board has not waived any of its rights or remedies concerning the default.
 3. **Termination for Persistent Default:** The Board may terminate this Contract by written notice to Contractor for defaults that are cured but are persistent. "Persistent" means three or more defaults. After the Board has notified Contractor of its third default, the Board may terminate this Contract without providing Contractor with an opportunity to cure, if Contractor defaults for a fourth time. The four defaults are not required to be related to each other in any way.
 4. **Termination for Endangered Performance:** The Board may terminate this Contract by written notice to Contractor if the Board determines that the performance of Contractor is endangered through no fault of the Board.
 5. **Termination for Financial Instability:** The Board may terminate this Contract by written notice to Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.
 6. **Termination for Delinquency, Violation of Law:** The Board may terminate this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, state, or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs, or any other obligation owed to a state agency or political subdivision. The Board may also cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract. However, the Board may not terminate this Contract if Contractor has entered into a repayment agreement with which Contractor is current.
 7. **Termination for Subcontractor Default:** The Board may terminate this Contract for the default of Contractor or any of its subcontractors. Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the Board for any liability to them. Subcontractors will hold the Board harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Contractor for any compensation to which they may be entitled.
 8. **Termination for Convenience:** The Board may terminate this Contract for its convenience after issuing written notice to Contractor. In such case, Contractor will be entitled to compensation for any supplies or products that Contractor has delivered or services rendered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after submitting a proper invoice for the services, products, or supplies, with the invoice reflecting the amount determined by the Board to be owing to Contractor.

9. **Termination, Contractor Responsibilities:** Upon receipt of the notice of termination, Contractor will immediately cease all work related to the Contract, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs Contractor will incur related to this Contract.

B. **Contract Suspension:** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the Board may suspend rather than terminate this Contract where the Board believes that doing so would better serve its interest. In the case of suspension for the Board's convenience, the amount of compensation due to Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the Board's convenience or Contractor may be entitled to compensation for work performed before the suspension, less any damage to the Board resulting from Contractor's breach of this Contract or other fault. The notice of suspension, whether with or without cause, will be effective immediately on Contractor's receipt of the notice.

IV. **Contract Remedies**

A. **Actual Damages:** Contractor is liable to the Board for all actual and direct damages caused by Contractor's default. The Board may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The Board may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.

B. **Liquidated Damages:** If actual and direct damages are uncertain or difficult to determine, the Board may recover liquidated damages in the amount of 1% of the value of the services, products, or supplies that is the subject of the default, for every day that default is not cured by Contractor.

C. **Deduction of Damages from Contract Price:** The Board may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the Contract, upon prior written notice to being issued to the Contractor by the Board.

D. **Performance Bond:** Pursuant to Ohio Revised Code Section 3505.13, Contractor shall maintain a performance bond with at least two sureties, or a surety company, licensed to do such business in the State of Ohio. The bond shall be conditioned upon the faithful performance of the Contract and for the payment as damages by Contractor to the Board of any excess of cost which it may be obliged to pay for such work by reason of the failure of Contractor to complete the Contract.

For the Initial Term, First Renewal Period, and Second Renewal Period, the performance bond shall be in the amounts indicated in Exhibit C. For any subsequent Renewal Period, the bond shall be in the sum double the estimated payment amount for such Renewal Period. For the First Renewal Period, Second Renewal Period, and any subsequent Renewal Period, Contractor shall furnish the updated performance within fourteen (14) calendar days after the beginning of such period.

V. **Payment Provisions**

A. **Invoicing.** After each election, Contractor shall promptly submit one original invoice to the Board for the ballots and other deliverables actually rendered for such election. The ballots shall be listed in line-item detail by type. Other deliverables shall also be listed in line-item detail. All items shall be charged at the prices specified in Contractor's Bid (Exhibit A).

B. **Payments:** Payments shall be due on the 60th calendar day after the date of actual receipt of a proper invoice by the Board. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section 126.30.

- C. Tax Exempt. The Board is a tax-exempt No. 29 political subdivision of the State of Ohio (Federal I.D. No. 34-6000817) and can provide necessary tax exemption forms upon Contractor's request.

VI. Board Responsibilities

- A. Project Managers: The Board shall assign members of its staff to serve as managers of this project. Project managers shall facilitate Contractor's activities, provide access to relevant individuals and data, and be responsible to review Contractor's performance. Project managers shall be neither directly nor indirectly responsible for performing any project activities for Contractor.
- B. Ballot Quantities: Prior to each election, the Board shall provide to Contractor the quantity of Election Day and Early In-Person ballots to be supplied for each precinct (and ballot style for primary elections).
- C. Vote-by-Mail Ballot Pack Estimates: The Board shall provide an estimate of the materials for the Vote-by-Mail ballot packs. The Contractor shall be responsible for the production or procurement of the materials needed for the packs.
- D. Artwork Templates: The Board shall provide Contractor with the artwork templates for the cover sheets, warning sheets, and election alerts. Such templates may be updated prior to or during an election cycle, as needed.
- E. Daily Voter Files: The Board shall provide Contractor with the voter file of requested Vote-by-Mail ballots by 5:00 PM each Business Day or once all the Vote-by-Mail applications are processed after 12:00 PM deadline on the final Saturday before an election.
- F. Weekend Work: The Board shall make every effort to notify Contractor in advance if it plans to send a voter file on a weekend.
- G. Test Deck PDF's: Prior to each election, the Board shall provide to Contractor the PDF files to be used for the test decks.

VII. Quantities

The estimated quantities of deliverables that will be required during the Initial Term are set out in the "Official Bid Form" section of Contractor's Bid (Exhibit A).

VIII. General Terms and Conditions

- A. Governing Law and Jurisdiction: This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The Parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract. Each Party consents to the exclusive jurisdiction of such courts, and waives any right to object to such filing on venue, forum non-convenient, or similar grounds.
- B. Severability: If any provision of this Contract shall be unenforceable or invalid under an applicable law or be so held by an applicable court decision, the remaining provisions of the Contract shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

- C. **Entire Agreement:** This Contract sets forth and constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Contract supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any Party to this Contract.
- D. **Amendments:** This Contract may be amended only in writing, approved by a majority of the Board Members of the Board, and executed by both Parties.
- E. **Conflicts:** The terms of this Contract shall control over any conflicting terms in any referenced agreement or document.
- F. **Time.** Time is of the essence as to all dates set forth herein. A failure to perform by the dates and times specified herein, including any applicable cure periods, will be a material breach of the Contract.
- G. **Strict Performance:** The failure of the Board to insist upon strict performance of the terms, covenants, agreements and conditions contained in this Contract shall not constitute or be construed as a waiver or relinquishment of the Board's rights to thereafter enforce such term, covenants or condition, but the same shall continue in full force and effect.
- H. **Assignment:** Contractor shall not assign or subcontract any of its obligations or duties under this Contract without the prior written consent of the Board.
- I. **Independent Contractor:** Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Contractor for work performed under the terms of the Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials.
- J. **Indemnification:** Contractor shall indemnify, defend, and save the Board harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties or from any act of Contractor, his servants or agents.
- K. **Limitation of Liability:** In no event shall either Party be liable to the other or any third party for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits.
- L. **Compliance with Laws:** Each Party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither Party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other Party.
- M. **Force Majeure:** Neither Party shall be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party.
- N. **Successors and Assigns:** This Contract shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.
- O. **Survival:** All provisions that logically ought to survive termination of this agreement shall survive.

- P. Notices. For any notice under the Contract to be effective, it must be made in writing and sent via email to the appropriate contact provided elsewhere in the contract. The date of notice shall be the date such email is sent.
- Q. Ownership. All products produced in response to the Contract shall be the sole property of the Board.
- R. Headings. The headings used in the Contract are for convenience only and shall not affect the interpretation of any of the contract terms and conditions.

IX. Required Contract Documents

In addition to the performance bond required by Section IV, Contractor shall provide the following documents within fourteen (14) calendar days of the Contract award date. Failure to provide these documents within this time frame may result in a rescission of the award.

- A. Signature Authority. A signature authority document for Contractor's representative who signs the contract:
1. For a corporation, a notarized certificate of power of attorney authorizing the individual's signature to bind the corporation or a notarized certificate of corporate resolution authorizing the signature of the document.
 2. For the sole owner, a notarized statement indicating that the individual is the sole owner and is authorized to sign for and bind the company.
 3. For a partnership, a certificate of partnership agreement showing the names and address of all partners and authorizing the signatures to bind the partnership.
- B. Workers Compensation Certificate. A Worker's Compensation Certificate is required from corporations and partnerships with employees. Sole proprietors and individual consultants are not required to submit this document. Contractor shall provide a Certificate of Premium Payment for Ohio State Worker's Compensation Insurance, or equivalent Worker's Compensation Insurance or letter of indemnification in lieu thereof. This document shall be current for the entire period of the contract.
- C. Certificates of Insurance. Contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.
1. Commercial General Liability Insurance with limits of liability not less than:
\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.
Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.
 2. Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

The insurance policies of Contractor required for this contract shall each name the "Cuyahoga County Board of Elections and its employees" as an Additional Insured and shall contain the following provisions:

- a. Thirty (30) days prior notice of cancellation or material change; and
- b. A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the Board.

The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above. Contractor shall also require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

THIS AGREEMENT shall be subject to the interpretation under the laws of the State of Ohio, and is subject to the review of the Cuyahoga County Prosecutor's Office as to legal form and correctness.

IN WITNESS WHEREOF, the Board and Contractor have each caused this Contract to be signed and delivered by its duly authorized representative.

CONTRACTOR

By: _____


Printed: _____

Title: _____

Date: _____

**CUYAHOGA COUNTY
BOARD OF ELECTIONS**

By:  _____
Jeffrey Hastings, Chairman

By:  _____
Anthony W. Perlatti, Director

Date: 4.05.21

The legal form and correctness of this Contract is hereby approved:

Office of the Prosecutor, Cuyahoga County, Ohio

By: _____
Mark Musson, Assistant Prosecutor

INDEX OF EXHIBITS

Exhibit A	Request for Bid (RFB) and Contractor's Bid
Exhibit B	Ballot Production Schedule
Exhibit C	Performance Bond by Period

VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

REQUEST FOR BID

Bid #: 2021.03.16

Issued by: Cuyahoga County Board of Elections
2925 Euclid Avenue
Cleveland, Ohio 44115

Subject: Printing of official ballots, envelopes, and delivery to United States Postal Office for all elections in Cuyahoga County from August 3, 2021 through May 1, 2023

Issue Date: Tuesday, March 2, 2021

Pre-Bid Conference: 3:00 PM (EST) on Tuesday, March 9, 2021

Due Date: 3:00 PM (EST) on Tuesday, March 16, 2021

Contacts:	Anthony W. Perlatti	Shantiel H. Soeder
	Director	Deputy Director
	216-443-6677	216-443-6423
	aperlatti@cuyahogacounty.gov	ssoeder@cuyahogacounty.gov

This request for bids (RFB) is issued in accordance with Ohio Revised Code Section 3505.13. A contract will be awarded to the lowest and best bidder. Selection of the lowest and best bidder includes considering whether any action, appearance of impropriety or political bias that the selection might impute to the Cuyahoga County Board of Elections.

A voluntary pre-bid conference will be held in the Board Room on the fourth floor at the address, date, and time indicated above. All prospective bidders are strongly encouraged to attend.

SECTION I: SCOPE OF SERVICES

A. Background

The Cuyahoga County Board of Elections (the "Board") conducts all official elections held in Cuyahoga County, which has approximately 900,000 registered voters. Each voter is assigned to one of 975 precincts throughout the county based on their registered address. Each precinct is then assigned to one of approximately 350 poll locations located throughout the county.

The Board utilizes paper ballots and uses electronic voting equipment manufactured by a vendor certified by the Federal Election Assistance Commission (EAC) and the State of Ohio to scan the voted ballots and tabulate the election results.

Voters can cast their ballots at their poll locations on Election Day or starting approximately four weeks before Election Day. Voters can cast a Vote-by-Mail (VBM) ballot received through the mail or Early In-Person (EIP) ballot at the Boards' headquarters. While the paper ballots for Election Day voting, Early In-Person voting, and nursing home voting are pre-printed and delivered to the Board, the ballots for Vote-by-Mail are printed on an as-needed basis throughout the early voting period.

The vendor selected on the basis of this RFB ("Vendor") shall be responsible for printing all ballots and all ballot envelopes per the specifications described below.

B. Vendor Requirements

1. **Ohio Printing Requirement:** Vendor shall print all ballots within the State of Ohio in accordance with Ohio Revised Code Section 3505.13.
2. **Vendor shall:** be able to print ballots meeting the requirements of any voting equipment system certified for use in the State of Ohio.
3. **Ballot Production Deadlines:** The ballot production deadlines are prescribed by Secretary of State Directive 2021-05 (see Exhibit A). Estimated deadlines for all elections currently scheduled within the term(s) of the RFB are set out in Exhibit B. These deadlines shall not be changed unless otherwise mutually agreed upon by the Board and Vendor. Further, any other election that is not currently scheduled but must be conducted during the term of the Contract awarded on the basis of this RFB (such as a recall or runoff election) shall have the same production schedule unless otherwise mutually agreed upon by the Board and Vendor.
4. **Ballot Production Guide:** Vendor shall print all ballots in accordance with the requirements and specifications of the Ballot Production Guide produced by the electronic voting equipment vendor (see Exhibit C), along with any additional requirements specifically set out in these specifications.
5. **Unbiased Business Conduct:** The respondents to the RFB acknowledge that this Contract is integral to the Board's ability to administer free and fair elections, which constitutes the essence of the contract. When selecting the Vendor for award based this RFB, the Board must consider any action, appearance of impropriety, or political bias that the respondent might impute to the Board. The Vendor will not act or engage in any conduct that gives the appearance of

impropriety or exhibits political bias or taints the elections process by reason of any partisanship of any kind, perceived or otherwise. The Vendor agrees i) to conduct its operations so as not to cause disrepute, contempt or scandal on the Board or otherwise interfere, directly or indirectly, with the Board's election administration process, and ii) that the Vendor acknowledgements and agreements are a material inducement for the Board to select the Vendor for contract award.

ELECTION DAY BALLOT SPECIFICATIONS

6. **Size:** Each ballot shall consist of at least one sheet in the size of eight and one-half inches by fourteen inches (8 ½" x 14") or eight and one-half inches by seventeen inches (8 ½" x 17"), as requested by the Board. This size does not include stubs (see below). Each sheet will require duplex printing. Depending on the election, an individual ballot may require multiple sheets.
7. **Perforated Stub:** Each ballot sheet shall have one (1) one-inch stub for 14" ballots or one (1) 9/10 of one-inch stub for 17" ballots perforated at the bottom of the ballot labeled Stub A. The perforation shall be produced with a minimum of twenty-eight (28) teeth per inch, preferably by wheel method of perforation. Prior to each election and before commencing printing of the ballots, Vendor shall deliver to Board a minimum of ten (10) completed sample ballot packs for inspection and approval. Upon approval, the same perforation method used by Vendor to manufacture the sample packs shall be used to manufacture all ballots for that election. Vendor shall not utilize a different perforation method to manufacture any ballots for that election unless an additional set of sample packs manufactured via such method are provided to the Board for inspection and approval. No actual ballot production shall begin until the Board has given approval for ballot stub and pack production.
8. **Stub Numbers:** Printed on Stub A shall be the precinct name and "Consecutive numbering [number]." The stub numbers for each precinct shall be four digits starting with the number 0001 and shall continue consecutively. Also printed on both sides of Stub A shall be "Stub must be removed prior to inserting ballot into the scanner. Fold on perforation, then tear." or similar language as provided by the Board.
9. **Ballot Stub Barcodes:** On the lower right of Stub A of the front page of the first sheet for all Election Day Ballots shall be printed a unique barcode with the following information and in the following sequence:
 - a. Three to five alpha characters for the municipality (e.g., "CLEVE" for "Cleveland")
 - b. Two numerical characters for the ward (e.g., "03" for Ward 3 or "00" for no wards)
 - c. One alpha character for precinct
 - d. Two numerical characters for the precinct split portion (either "01 or "02", most will be "01")
 - e. One alpha character for the party:
 - i. D = Democrat
 - ii. R = Republican
 - iii. N = Nonpartisan
 - iv. L = Libertarian
 - v. G = Green
 - f. Four-digit unique numerical stub number in sequential order starting with 0001

The barcodes shall be of a size, quality, and font easily readable by the CCBOE's electronic pollbook equipment. The characters embedded in the barcode shall be printed legibly beneath the barcode itself. Such barcodes shall be tested via the barcode test decks mentioned in Section I(B)(56) and shall be subject to the approval of the Board.

An example of a barcode for a Democratic ballot for precinct M in Cleveland Ward 11 with no split portions and with the stub number 1234 would be as follows:



10. **Packaging:** Each ballot pack shall be packaged by precinct in clear shrink wrap in packs of 100 sheets or fewer. If there are 25 or fewer sheets remaining for the last ballot pack, they shall be included with the last pack of 100. For example, if 425 ballots are ordered for a one-sheet ballot, there should be three packs of 100 and 1 pack of 125.
11. **Cover Sheets:** Each ballot pack shall contain a cover sheet with the election title, ballot type, precinct name, voting location, delivery route number, ballot stub range included in the ballot pack, and the ballot pack number (see [Exhibit E](#)). Cover sheets must not conceal the precinct name printed in the four corners of the ballot. "Open This Pack First" must be printed in bolded font on the cover sheet of the first ballot pack for each precinct and ballot type. The artwork template for the cover sheets will be provided by the Board. Split precincts shall have an orange cover sheet with the split precinct and portion clearly identified. For primary elections, ballot pack cover sheets must be printed on colored paper stock coded by ballot type.
 - a. Democrat – Blue
 - b. Republican – Pink
 - c. Green – Green
 - d. Other Minor Parties – TBD
 - e. Nonpartisan – White
12. **Delivery:** Ballots must be delivered in the precinct sequence determined by the Board. The ballot print sequence will be provided to Vendor prior to the election. Each delivery shall be accompanied by a clear and detailed packing list indicating which precincts and ballot styles (if applicable) are included in the delivery. If the ballots are delivered on pallets, the pallets should be numbered, and the packing list should indicate which precincts are on which pallets, with each precinct sub-sorted by ballot type (party type) for primary elections.
13. **Errors:** Any errors or issues identified by the Board upon delivery of the Election Day ballots shall be resolved by Vendor immediately. Replacement or repaired ballot packs shall be provided, at no cost to the Board unless such errors or issues result from an act or omission by the Board, by the opening of the Board's business the next day. (The Board may be open for business on Saturdays and/or Sundays during the election cycle).
14. **Warning Sheets:** A warning sheet must be included in each precinct ballot pack to notify poll workers that ballot supply is running low. The artwork template for the warning sheet will be provided by the Board (see [Exhibit F](#)). The warning sheet should be placed approximately three-quarters (75%) of the way through the ballots in the precinct.

15. **Sample Ballots:** Vendor shall submit to the Board Ballot Department a sample of every one-hundredth (100th) Election Day ballot printed. The sample ballots shall be delivered on the same day as the corresponding Election Day ballots. Additionally, Vendor shall test a sample from every precinct for each ballot party type.
16. **Election Day Emergency Printing:** The Vendor shall be available from 5:00 AM until the close of polls (7:30 PM unless a Court Order is received) on Election Day for emergency Election Day ballot printing and delivery to polling locations.

EARLY IN-PERSON BALLOT SPECIFICATIONS

17. **Size:** Each ballot shall consist of at least one sheet in the size of eight and one-half inches by fourteen inches (8 ½" x 14") or eight and one-half inches by seventeen inches (8 ½" x 17"), as requested by the Board. This size does not include stubs (see below). Each sheet will require duplex printing. Depending on the election, a single ballot may require multiple sheets.
18. **Perforated Stub:** Each ballot sheet shall have one one-inch stub for 14" ballots or one 9/10 of one-inch stub for 17" ballots perforated at the bottom of the ballot labeled Stub A. The perforation shall be produced with a minimum of twenty-eight (28) teeth per inch utilizing the same method that Vendor shall use to produce Election Day ballot stubs indicated in Section I(B)(7). No actual ballot production shall begin until the Board has given approval for ballot stub and pack production indicated in Section I(B)(7).
19. **Stub Numbers:** Printed on Stub A shall be the precinct name and "Consecutive numbering [number]." The stub numbers for each precinct shall be four digits starting with the number 5001 and shall continue consecutively.
20. **Ballot Stub Barcodes:** On the lower right of Stub A of the front page of the first sheet for all Early In-Person Ballots shall be printed a unique barcode with the following information and in the following sequence:
 - a. Three to five alpha characters for the municipality (e.g., "CLEVE" for "Cleveland")
 - b. Two numerical characters for the ward (e.g., "03" for ward 3 or "00" for no wards)
 - c. One alpha character for precinct
 - d. Two numerical characters for the precinct split portion (either "01 or "02", most will be "01")
 - e. One alpha character for the party:
 - i. D = Democrat
 - ii. R = Republican
 - iii. N = Nonpartisan
 - iv. L = Libertarian
 - v. G = Green
 - f. Four-digit unique numerical stub number in sequential order starting with 5001

The barcodes shall be of a size, quality, and font easily readable by the CCBOE's electronic pollbook equipment. The characters embedded in the barcode shall be printed legibly beneath the barcode itself. Such barcodes shall be tested via the barcode test decks mentioned in Section I(B)(56) and shall be subject to the approval of the Board.

21. **Extra Ballots:** Through the course of an election, some precincts may experience a higher usage rate than projected by the CCBOE. Therefore, Vendor should anticipate additional ballot orders

for specific precincts. Reasonable accommodations in fulfilling requests for extra ballots should be expected regarding production time and speediness of delivery.

22. **Packaging:** Ballots shall be packed in cardboard boxes by precinct in sequential order by stub number with a sheet of paper or cardboard between each precinct.
23. **Cover Sheets:** A cover sheet with the election title, ballot type, precinct name, and ballot stub number range shall be included on top of the first ballot for each precinct and after every 25 ballots thereafter. The artwork template for the cover sheets will be provided by the Board. For primary elections, ballot pack cover sheets must be printed on colored paper stock coded by ballot type.
 - a. Democrat – Blue
 - b. Republican – Pink
 - c. Green – Green
 - d. Other Minor Parties – TBD
 - e. Nonpartisan – White
24. **Delivery:** Ballots are to be delivered to the Board in sealed boxes in alphabetical order by precinct name, with the precincts clearly marked on the outside of the box.
25. **Sample Ballots:** Vendor shall submit to the Board Ballot Department a sample of every one-hundredth (100th) Early In-Person ballot printed. The sample ballots shall be delivered on the same day as the corresponding Early In-Person ballots. Additionally, Vendor shall test a sample from every precinct for each ballot party type.
26. **Errors:** Any errors or issues identified by the Board upon delivery of the Early In-Person ballots must be resolved by Vendor immediately. Replacement or repaired ballot packs must be provided, at no cost to the Board unless such errors or issues result from an act or omission by the Board, by the opening of the Board's business the next day. (The Board may be open for business on Saturdays and/or Sundays during the election cycle.)

VOTE-BY-MAIL BALLOT SPECIFICATIONS

27. **Size:** Each ballot shall consist of at least one sheet in the size of eight and one-half inches by fourteen inches (8 ½" x 14") or eight and one-half inches by seventeen inches (8 ½" x 17"), as requested by the Board. This size does not include stubs (see below). Each sheet will require duplex printing. Depending on the election, a single ballot may require multiple sheets.
28. **Perforated Stub:** Each ballot sheet shall have one (1) one-inch stub for 14" ballots or one 9/10 of one-inch stub for 17" ballots perforated at the bottom of the ballot labeled Stub A. The perforation shall be produced with a minimum of twenty-eight (28) teeth per inch utilizing the same method that Vendor shall use to produce Election Day ballot stubs indicated in Section I(B)(7). No actual ballot production shall begin until Board has given approval for ballot stub and pack production indicated in Section I(B)(7).
29. **Stub Numbers:** Printed on Stub A shall be the precinct name and "Consecutive Number [number]." The stub numbers for each precinct shall be four digits starting with the number 7001

and shall continue consecutively restarting at 7001 for each precinct. Also printed on both sides of both Stub A shall be "Absent Voter's Ballots, Do Not Remove Stub" and "Ballot will not be counted if this stub is removed" or similar language as provided by the Board.

30. **Vote-by-Mail Ballot Packs:** Vendor shall insert the ballots into the Vote-by-Mail ballot packs, which shall consist of the following items (see Exhibit G for PDF samples). The Vendor is responsible for the production or procurement of all envelopes and inserts. Upon execution of the Contract, the CCBOE will provide the Vendor with a one-time delivery of approximately 325,000 Outbound Envelopes, 325,000 Reply Envelopes, 325, 000 Vote-by-Mail Instruction Guides and 325,000 Voter Identification Envelopes. The Vendor must also package the inserts so there is no bleeding from the inserts onto the ballots:
 - a. Outbound Envelope: 6"H x 10.0625"W w/ 2.25"H x 3.875"W window and double-scored flap
Reply Envelope: 5.875"H x 9.4575"W
 - b. Voter Identification Envelope: 5.75" H x 9.25" W
 - c. Election Alert/Special Notice: 11" H x 8.5" W folded in half to 5.5" H x 8.5" W
 - d. Vote-by-Mail Instruction Guide: 11" H x 17" W pre-folded to 5.5" H x 8.5" W)

31. **Variable Data:** For each Vote-by-Mail ballot pack, Vendor shall print the following variable information on the Voter Identification ("ID") Envelope (* indicates included in voter file provided by Board, see Exhibit H for sample envelope with variable data):
 - a. Voter's name*
 - b. Voter's registered address (or mailing address if different than registered address)*
 - c. Voter's precinct*
 - d. Voter category code*
 - e. Barcode of Absentee ID number*
 - f. Sequence number (stub number)
 - g. Election Date
 - h. Ballot Style (Party Type)*
 - i. Intelligent Mail barcode (IMb) for the voter's address
 - j. Date processed by BOE*
 - k. Voter ID number*
 - l. Sort (zone) Number*
 - m. Election ID Number
 - n. Print Batch Number
 - o. Individual Print Manifest Number
 - p. Tray Number

32. **Barcoding:** The barcode of the absentee ID number (described above) shall be printed at a minimum of 600 dpi in "C39HrP24DITt" font or in any other commercially available bar code font so requested by the Board.

33. **Approval to Print:** For each election, Vendor shall provide the Board with one Vote-by-Mail pack (at least one per precinct for each party type). A file will be provided to the Vendor. The Vendor shall not begin assembling any official Vote-by-Mail ballot packs for that election until such samples have been approved by the Board.

34. **Election Alert/Special Notice:** The election alert shall be duplex (English on front, Spanish on back) and include both the return postage amount for the voter's ballot (which will be subject to

the number of ballot sheets), the names of any withdrawn candidates, and any other election alerts. While the artwork template and variable data for such inserts shall be provided by the Board, Vendor shall be responsible for procuring stock for and printing the alerts.

35. **Folding:** The ballots to be inserted into the Vote-by-Mail ballot packs shall be folded two or three times between the timing marks depending on the size envelopes utilized. It must be folded in a fashion to where the folds are the greatest distances from the top and bottom of the ballot.
36. **Automated Assembly:** Vendor shall employ an automated method to assemble the ballot packs. Such method shall have the capacity to insert all the materials for the Vote-by-Mail ballot packs described above, along with a 4-sheet ballot, into the outbound envelope. Such method shall also have a system of automatically verifying that the correct ballot, election alert, and personalized ID envelope are included in each ballot pack. Such method may include a system that produces a unique sequence number printed on the ballot stub (i.e., the stub number), election alert, and ID envelope with a camera system to verify that such numbers match. Vendor shall use the automated assembly system to assemble each ballot pack unless permission to assemble such packs manually is specifically given by a Board project manager. Any packs that cannot be automatically verified as having matched and correct inserts must be set aside for CCBOE review and approval.
37. **Mail Preparation:** Vendor is responsible for applying any and all United States Postal Service (USPS) barcoding. The USPS barcode should be sorted down to provide Board with the lowest possible postage rate available. This postal barcode will allow the USPS to provide the most reliable service of delivery of the Vote-by-Mail ballot from the Board to the voter. This is to include postal trays, tray covers, USPS tag #191 (green & white with black text) "Ballots Only," presorted tray labels, and all tags and labels affixed to the trays. Vendor shall also be responsible for preparing all required mailing statements and supporting documentation in accordance with USPS standards and shall provide a complete sample pack of the mailing piece for each mailing statement, as required by the USPS. The Vendor is also responsible for the timely delivery of the Vote-by-Mail ballots to the USPS.
38. **Mail Tracking:** All outgoing ballot envelopes must have a unique Intelligent Mail Barcode (IMb bar code) to meet USPS requirements of being a full-service mailer and to utilize USPS envelope tracking. Vendor must provide access to software capable of tracking each outgoing ballot by batch record, date mailed, and individual voter.
39. **Addressing:** Vendor shall print the addressee's city as provided by the Board. It is not to be changed based on USPS matching software or for any other reason without prior written approval from the Board.
40. **Sample Ballots:** Vendor shall submit a sample of every one-hundredth (100th) Vote-by-Mail Ballot to the Board and is responsible for the timely delivery of these sample ballots. Samples of Vote-by-Mail ballots must be delivered by noon the following Business Day. For purposes of these bid specifications, "Business Day" means any calendar day the Board is open and providing services to the public; "Business Day" may include Saturday, Sunday, or any legal holiday. Additionally, Vendor shall test a sample from every precinct for each ballot party type.

41. Delivery and Manifest

- a. Vendor must adhere to all delivery deadlines outlined in Secretary of State Directive 2021-05 (Exhibit A).
- b. Vote-by-Mail ballots shall be delivered to the USPS on a daily basis every Business Day (including Saturdays).
- c. The manifest showing each print file must be uploaded to the Vendor's FTP within 24 hours of delivering ballots to the USPS.
- d. Military and Overseas Vote-by-Mail ballots shall be printed and delivered to the CCBOE with the outer envelope unsealed. These shall be delivered in precinct order.
 - i. Military and Overseas Vote-by-Mail ballots require unique outbound and return envelope (Exhibit H).
- e. Nursing Home Vote-by-Mail ballots shall be printed and delivered in order by street name and address. Vendor shall not seal the outer envelope of such ballot packs. These ballots shall be delivered to the CCBOE.
 - i. Nursing Home Vote-by-Mail ballots require unique ID envelopes (Exhibit H).
- f. Vote-by-Mail ballots for 17-Year-Old Voters (primary elections only) shall be printed and delivered to the CCBOE. Vendor shall not seal the outer envelope of such ballot packs.

42. On-Site Office Space: A reasonable amount of on-site office space is to be provided by Vendor for Board staff. Vote-by-Mail Ballots with name, address, and barcode must be delivered with a Republican and Democrat in a secured vehicle.

43. Duplicates: Vendor shall verify that no duplicate Vote-by-Mail voter requests have been issued in prior data files or the current data file utilizing the voter's AV identification number. If a discrepancy occurs, Vendor shall immediately notify the appropriate Board contact person.

44. Upload Site: Vendor shall provide a secure upload site that automatically confirms receipt of the data file(s) and the number of records in each file. The site must provide for real-time viewing of each processed ballot and must allow for multiple file transfers with HTTP/FTP secure transfer of files.

45. Storage: Vendor shall store all envelopes, Vote-by-Mail instruction guides, and any other items used to assemble the Vote-by-Mail ballot packs as needed. The bid shall include all such storage costs.

46. Errors: Any errors or issues identified by the Board shall be resolved by Vendor immediately. Replacement or repaired ballot packs must be provided to the Board, at no cost to the Board unless such error or issues are a result of an act or omission by the Board, by the opening of the Board's business the next day unless otherwise mutually agreed upon by the parties. (The Board may be open for business on Saturdays and/or Sundays during an election cycle.)

IN-HOUSE NURSING HOME BALLOT SPECIFICATIONS

47. Size: Each ballot shall consist of at least one sheet in the size of eight and one-half inches by fourteen inches (8 ½" x 14") or eight and one-half inches by seventeen inches (8 ½" x 17"), as requested by the Board. This size does not include stubs (see below). Each sheet will require duplex printing. Depending on the election, a single ballot may require multiple sheets.

48. Perforated Stub: Each ballot sheet shall have one one-inch stub for 14" ballots or one 9/10 of one-inch stub for 17" ballots perforated at the bottom of the ballot labeled Stub A. The

perforation shall be produced with a minimum of twenty-eight (28) teeth per inch utilizing the same method that Vendor shall use to produce Election Day ballot stubs indicated in Section I(B)(7). No actual ballot production shall begin until the Board has given approval for ballot stub and pack production indicated in Section I(B)(7).

49. **Stub Numbers:** Printed on Stub A shall be the precinct name and "Consecutive numbering [number]." The stub numbers for each precinct shall be four digits starting with the number 3001 and shall continue consecutively. Also printed on both sides of Stub A shall be "Absent Voter's Ballots, Do Not Remove Stub" and "Ballot will not be counted if this stub is removed" or similar language as provided by the Board.
50. **Ballot Stub Barcodes:** On the lower right of Stub A of the front page of the first sheet for all Election Day Ballots shall be printed a unique barcode with the following information and in the following sequence:
 - a. Three to five alpha characters for the municipality (e.g., "CLEVE" for "Cleveland")
 - b. Two numerical characters for the ward (e.g., "03" for ward 3 or "00" for no wards)
 - c. One alpha character for precinct
 - d. Two numerical characters for the precinct split portion (either "01 or "02", most will be "01")
 - e. One alpha character for the party:
 - i. D = Democrat
 - ii. R = Republican
 - iii. N = Nonpartisan
 - iv. L = Libertarian
 - v. G = Green
 - f. Four-digit unique numerical stub number in sequential order starting with 3001The barcodes shall be of a size, quality, and font that are easily readable by the CCBOE's electronic pollbook equipment, and the characters embedded in the barcode shall be printed legibly beneath the barcode itself. Such barcodes shall be tested via the barcode test decks mentioned in Section I(B)(56) and shall be subject to the approval of the Board.
51. **Packaging:** Ballots shall be packed in cardboard boxes by precinct in sequential order by stub number with a sheet of paper or cardboard between each precinct.
52. **Cover Sheets:** A cover sheet with the election title, ballot type, precinct name, and ballot stub number range shall be included on top of the first ballot for each precinct and after every 25 ballots thereafter. The artwork template for the cover sheets will be provided by the Board. Split precincts shall have an orange cover sheet with the split precinct and portion clearly identified. For primary elections, ballot pack cover sheets must be printed on colored paper stock coded by ballot type.
 - a. Democrat – Blue
 - b. Republican – Pink
 - c. Green – Green
 - d. Other Minor Parties – TBD
 - e. Nonpartisan – White
53. **Delivery:** Ballots are to be delivered to the Board in sealed boxes in alphabetical order by precinct name, with the precincts clearly marked on the outside of the box.

54. **Sample Ballots:** Vendor shall submit to the Board Ballot Department a sample of every one-hundredth (100th) In-House Nursing Home ballot printed. The sample ballots shall be delivered on the same day as the corresponding In-House Nursing Home ballots. Additionally, Vendor shall test a sample of each precinct and party.
55. **Errors:** Any errors or issues identified by the Board upon delivery of the In-House Nursing Home ballots must be resolved by Vendor immediately. Replacement or repaired ballot packs must be provided to the Board, at no cost to the Board unless such errors or issues are as a result of an act or omission by the Board, by the opening of the Board's business the next day. (The Board may be open for business on Saturdays and/or Sundays during the election cycle.)

TEST DECK BALLOT SPECIFICATIONS

56. **Types:** Different types of Test Decks with pre-voted ballots will need to be printed for each election for testing purposes. The PDF images for these Test Decks will be generated by the Board (which will include all voted ovals) and sent to Vendor for printing (see Exhibit J for sample). The types of test decks include the following:
- a. **Barcode Test Decks**
 - i. **Election Day** – Includes one blank ballot per style with the barcode printed on the stub
 - ii. **Early In-Person** – Includes one blank ballot per style with the barcode printed on the stub
 - b. **Approval to Print ("ATP") Vote-by-Mail Ballot Test Deck:** Includes one test deck printed from the Vote-by-Mail test ballot file to be delivered in alphabetical order by precinct. Stubs will not be printed.
 - c. **Approval to Print ("ATP") Election Day Ballot Test Deck:** Includes one test deck printed from the Election Day test ballot file to be delivered in alphabetical order by voting location. Stubs will not be printed.
 - d. **Approval to Print ("ATP") Early In-Person Ballot Test Deck:** Includes one test deck printed from the early in-person test ballot file to be delivered in alphabetical order by precinct. Stubs will not be printed.
 - e. **Blank Test Decks:** Consists of at least four blank (i.e., unvoted) ballots for each precinct in the election. Stubs will not be printed.

SECURITY

57. **Licenses, Registrations, Certifications:** Vendor must provide a copy of all current licenses, registrations, and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certifications from any other governmental entity with jurisdiction, allowing Vendor to perform the covered services, including, but not limited to, licenses, registrations, or certifications.

58. **Background Checks:** All employees or contracted staff sent to Cuyahoga County Board of Elections for any type of service provided on behalf of the vendor must have a background check on file with the vendor.
59. **Location of Data:** The Vendor must keep all BOE data within the United States, and the BOE may reject any Bid that proposes to store any data outside the United States. Additionally, the Vendor must provide written notification for approval if at any time the location of work or data changes.
60. **Computer and Telecommunications Systems and Services:** The respondent must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting BOE Data are secure and that they protect BOE Data from unauthorized disclosure, modification, use, or destruction. To accomplish this, the respondent must adhere to the following principles:
- a. Apply appropriate risk management techniques to balance the need for security measures against the sensitivity of the BOE Data.
 - b. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability of BOE Data.
 - c. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as detect and respond to those threats and vulnerabilities.
 - d. Maintain appropriate identification and authentication processes for information systems and services associated with BOE Data.
 - e. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with BOE Data.
 - f. Implement and manage security audit logging on information systems, including computers and network devices.

C. Board Responsibilities

1. **Project Managers:** The Board shall assign members of its staff to serve as managers of this project. Project managers shall facilitate Vendor's activities, provide access to relevant individuals and data, and be responsible to review Vendor's performance. Project managers shall be neither directly nor indirectly responsible for performing any project activities for Vendor.
2. **Ballot Quantities:** Prior to each election, the Board shall provide to Vendor the quantity of Election Day and Early In-Person ballots to be supplied for each precinct (and ballot style for primary elections).
3. **Vote-by-Mail Ballot Pack Estimates:** The Board shall provide an estimate of the materials needed for the Vote-by-Mail ballot packs. The Vendor shall be responsible for the production or procurement of the materials needed for the packs.

4. **Artwork Templates:** The Board shall provide Vendor with the artwork templates for the cover sheets, warning sheets, envelopes, and election alerts. Such templates may be updated prior to or during an election cycle, as needed.
5. **Daily Voter Files:** The Board shall provide Vendor with the voter file of requested Vote-by-Mail ballots by 5:00 PM each Business Day or once all the Vote-by-Mail applications are processed after the 12:00 p.m. deadline on the final Saturday before an election.
6. **Weekend Work:** The Board shall make every effort to notify Vendor in advance if it plans to send a voter file on a weekend.
7. **Test Deck PDFs:** Prior to each election, the Board shall provide Vendor with PDF files to be used for the test decks.

D. Quantities

The estimated quantities of deliverables that will be required during the contract period are provided in the Official Bid Form (see Exhibit D).

END OF SECTION I

SECTION II: BID REQUIREMENTS

A. Required Bid Documents

All bids shall include the following:

1. **Cover Letter**: A cover letter that includes a brief description of the firm, including history, number of years in business, type(s) of service(s) provided, and legal status of Bidder's organization (i.e., corporation, partnership, sole proprietor, etc.).
2. **Summary**: A summary of the Bidder's prior experience that describes the adequacy of staff, equipment, and past performance of the organization relevant to this project. Additionally, such summary shall answer, at minimum, the following questions:
 - a. What method and equipment will you use to ensure the automated and accurate assembly of Vote-by-Mail ballot packs?
 - b. What is the maximum number of inserts that can be automatically inserted into the Vote-by-Mail ballot packs?
 - c. What are the minimum and maximum envelope sizes that are compatible with your proposed automated process of assembling Vote-by-Mail ballot packs?
 - d. What is your projected per hour rate for printing and assembling Vote-by-Mail ballot packs for a one-sheet, two-sheet, three-sheet, and four-sheet ballot?
 - e. Will you utilize subcontractors to complete this work? If so, please list the names and information for such subcontractors.
3. **References**: A list of at least three references that include phone numbers and addresses of election jurisdictions for which Bidder has printed ballots. References should also note approximately how many registered voters each jurisdiction had during such Contract as well as whether Bidder provided Election Day ballots, Vote-by-Mail ballots, or both to each jurisdiction. References from jurisdictions of similar size to Cuyahoga County (or larger) and/or from other boards of elections in Ohio are preferred.
4. **Ballot Printing Bid Form**: A completed Official Bid Form (Exhibit D). This form has been provided in Excel format and includes multiple sheets. Bidder must follow all instructions specified in the "Instructions" section.
5. **Bid Guaranty and Performance Bond**: In accordance with Ohio Revised Code Section 3505.13, each bid for the printing of ballots in excess of \$25,000 must be accompanied with a bond in a sum double the amount of the bid. Such bond must be from at least two individual sureties or a surety company authorized to conduct such business in the State of Ohio, conditioned upon the faithful performance of the contract for such printing as is awarded and for the payment as damages by such bidder to the Board of any excess of cost over the bid which it may be obliged to pay for such work by reason of the failure of the bidder to execute or complete the contract. The amount of Bidder's bond is automatically calculated by the Official Bid Form (Exhibit D) and is based on Bidder's pricing for the Initial Term of the Contract.
6. **Ballot Samples**: A ballot pack of 20 14-inch ballots and a ballot pack of 20 17-inch ballots. Each pack shall be perforated and consecutively numbered in the same manner as required for Election Day ballots listed in these specifications (no shrink wrap, cover sheets, or warning

sheets are required). These ballots will be subject to testing on Board voting equipment by Board staff. See [Exhibit K](#) and [Exhibit L](#) for ballot sample PDFs.

7. **Current IRS W-9 Form:** Bidder shall provide its current IRS W-9 Form.

B. Pre-Bid Conference

A voluntary pre-bid conference will be held at the date and time listed on the cover page of these bid specifications. The purpose of this conference is to discuss the work to be performed with prospective bidders and allow them the opportunity to ask questions concerning the RFB. It is strongly recommended that interested bidders attend.

Prospective bidders may attend the pre-bid conference remotely via telephone. To do so, please contact the RFB Contacts listed on the cover page of this RFB at least 24 hours prior to the pre-bid conference so that a call-in line may be provided.

C. Method of Submitting Bid

Bids shall be delivered in a sealed envelope/package to the following address by the deadline listed on the cover page of these bid specifications:

Cuyahoga County Board of Elections
Attn: Kendra Zusy (Ballot Printing RFB)
2925 Euclid Avenue
Cleveland, Ohio 44115

Hand-delivered bids may be delivered ONLY between the hours of 8:30 AM and 4:30 PM, Monday through Friday, excluding holidays observed by the Board. Bidders assume the risk of the method of delivery chosen. The Board assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual bid receipt. Late bids will not be considered, nor will additional time be granted to any bidder. Bids may not be delivered via facsimile transmission or other telecommunication or electronic means.

D. RFB Contact

Prospective bidders may direct questions regarding this RFB to the Board employees whose names and contact information is provided on the cover page of these bid specifications.

E. Discrepancies and Addenda

Should a bidder find any discrepancy in or omission from these specifications, the Bidder shall at once notify the Board employees listed above. The Board reserves the right to issue addenda to the RFB at any time. However, if an addendum is issued less than 72 hours prior to the bid deadline, the deadline will be modified accordingly. Addenda will be posted on the Board's website and emailed to any potential bidders that have requested to receive such information for this RFB. If you would like to have addenda emailed to you for this RFB, please contact the RFB contact listed above.

F. Withdrawal of Bids

Bidders may withdraw a bid that has been submitted at any time up to the bid deadline via a written request or email to the RFB contact listed above.

G. Multiple Bids

The submission of multiple bids for this RFB shall be considered non-compliant, and those bids will be disqualified.

H. Bids Property of Board

All materials submitted in response to this RFB shall become the property of the Board. Selection or rejection of a response does not affect this right. Additionally, the Board shall not be liable for any costs incurred by bidders in the preparation and presentation of bids submitted in response to this RFB. All documents submitted to the Board in response to this RFB shall become public information after the Contract is awarded and available for review and inspection by anyone requesting to do so. The Board does not encourage the submission of confidential/proprietary information in response to this RFB. However, written requests for confidentiality can be submitted to the RFB contact. Neither a bid in its entirety nor bid price information will be considered confidential or proprietary. Under Ohio Revised Code Section 149.43, the Board will make a determination of application for disclosure on an ad hoc basis.

I. Bid Opening

Bids will be opened in public session in the fourth-floor board room immediately after the bid submission deadline. At this time, all bids will be opened, and the Bidder's name will be read from each bid. No dollar amounts or other details of the proposal will be disclosed at this time.

J. Bid Evaluation and Selection

1. In accordance with Ohio Revised Code Section 3505.13, the Board shall award this Contract to the "lowest responsible bidder in the state [of Ohio]." The Board shall determine the lowest responsible Bidder in accordance with Ohio Revised Code Section 9.312.
2. For purposes of determining the "lowest" Bidder, the Board shall compare the Bidder's total combined bid amount for the Initial Term, First Renewal Period, and Second Renewal Period.
3. The Board reserves the right to reject any proposal in which the Bidder takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in the request for proposals; or submits prices that the Board considers to be excessive, compared to existing market conditions, or determines it exceeds the available funds of the Board.
4. The Board reserves the right to reject, in whole or in part, any proposal that the Board has determined would not be in the best interest of the Board.
5. The Board reserves the right to conduct discussions with bidders who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the request for proposals.
6. In order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under Section 149.43 of the Ohio Revised Code shall not be available until after the award of the Contract.

7. Board staff will submit the Contract with its recommended Bidder for approval to the Board Members of the Board at a regularly scheduled board meeting following the bid deadline.
8. The Board shall send a written notice to the Bidder to whom it wishes to award the Contract. Within a reasonable time period after the award is made, the Board shall notify all other bidders that the Contract has been awarded to another bidder.

END OF SECTION II

SECTION III: CONTRACT TERMS & REQUIREMENTS

The following terms and requirements shall apply to the contractual agreement (the "Contract") between the Board and Vendor:

A. Contract Term

1. **Initial Term:** The initial term of the Contract that will be awarded to Vendor for this RFB shall commence on August 3, 2021 and shall continue, unless earlier terminated or canceled, until December 31, 2021 (the "Initial Term").
2. **First Renewal Period:** The Board may elect to renew the Contract for the time period beginning January 1, 2022 through August 1, 2022 (the "First Renewal Period"). The decision to renew shall be at the sole discretion of the Board and subject to the majority approval of the Board Members of the Board. Notice to renew shall be sent to Vendor in writing prior to the end of the Initial Term.
3. **Second Renewal Period:** The Board may elect to renew the Contract for the time period beginning August 2, 2022 through May 1, 2023 (the "Second Renewal Period"). The decision to renew shall be at the sole discretion of the Board and subject to the majority approval of the Board Members of the Board. Notice to renew shall be sent to Vendor in writing prior to the end of the First Renewal Period.
4. **Additional Renewal Periods:** Upon expiration of the Second Renewal Period, the Contract may be renewed, by mutual agreement between the Board and Vendor, for any amount of time and for any number of periods. Each renewal shall be considered a "Renewal Period." The decision to renew shall be subject to the majority approval of the Board Members of the Board.

B. Contract Termination and Suspension

1. **Contract Termination:** If Vendor fails to perform any of its obligations under the Contract, it will be in default, and the Board may terminate the Contract in accordance with this section. The termination will be effective on the date delineated by the Board.
 - a. **Termination for Default:** If Vendor's default is unable to be cured in a reasonable time based on the circumstances at the time of Vendor's default, the Board may terminate the Contract by written notice to the Vendor.
 - b. **Termination for Unremedied Default:** If Vendor's default may be cured within a reasonable time based on the circumstances at the time of Vendor's default, the Board will provide written notice to Vendor specifying the default and the time within which Vendor must correct the default. If Vendor fails to cure the specified default within the time required, the Board may terminate the Contract. If the Board does not give timely notice of default to Vendor, the Board has not waived any of its rights or remedies concerning the default.
 - c. **Termination for Persistent Default:** The Board may terminate this Contract by written notice to Vendor for defaults that are cured but are persistent. "Persistent" means three or more defaults. After the Board has notified Vendor of its third default, the Board may terminate this Contract without providing Vendor with an opportunity to cure if Vendor defaults for a fourth time. The four defaults are not required to be related to each other in any way.

- d. **Termination for Endangered Performance:** The Board may terminate this Contract by written notice to Vendor if the Board determines that the performance of Vendor is endangered through no fault of the Board.
 - e. **Termination for Financial Instability:** The Board may terminate this Contract by written notice to Vendor if a petition in bankruptcy or similar proceeding has been filed by or against the Vendor.
 - f. **Termination for Delinquency, Violation of Law:** The Board may terminate this Contract by written notice if it determines that Vendor is delinquent in its payment of federal, state, or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs, or any other obligation owed to a state agency or political subdivision. The Board may also cancel this Contract, if it determines that Vendor has violated any law during the performance of this Contract. However, the Board may not terminate this Contract if Vendor has entered into a repayment agreement with which Vendor is current.
 - g. **Termination for Subcontractor Default:** The Board may terminate this Contract for the default of Vendor or any of its subcontractors. Vendor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the Board for any liability to them. Subcontractors will hold the Board harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Vendor for any compensation to which they may be entitled.
 - h. **Termination for Convenience:** The Board may terminate this Contract for its convenience after issuing written notice to Vendor. In such case, Vendor will be entitled to compensation for any supplies or products that Vendor has delivered, or services rendered before the termination. Such compensation will be the Vendor's exclusive remedy in the case of termination for convenience and will be available to the Vendor only after submitting a proper invoice for the services, products, or supplies, with the invoice reflecting the amount determined by the Board to be owing to Vendor.
 - i. **Termination, Vendor Responsibilities:** Upon receipt of the notice of termination, Vendor will immediately cease all work related to the Contract, if applicable, and refuse any additional orders, and take all steps necessary to minimize the costs Vendor will incur related to this Contract.
2. **Contract Suspension:** If Vendor fails to perform any one of its obligations under this Contract, it will be in default and the Board may suspend rather than terminate this Contract where the Board believes that doing so would better serve its interest. In the case of suspension for the Board's convenience, the amount of compensation due to Vendor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the Board's convenience or Vendor may be entitled to compensation for work performed before the suspension, less any damage to the Board resulting from Vendor's breach of this Contract or other fault. The notice of suspension, whether with or without cause, will be effective immediately on Vendor's receipt of the notice.

C. Contract Remedies

1. **Actual Damages:** Vendor is liable to the Board for all actual and direct damages caused by Vendor's default. The Board may buy substitute supplies or services, from a third party, for those that were to be provided by Vendor. The Board may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Vendor's default, from Vendor.
2. **Liquidated Damages:** If actual and direct damages are uncertain or difficult to determine, the Board may recover liquidated damages in the amount of 1% of the value of the services, products, or supplies that is the subject of the default, for every day that default is not cured by Vendor.
3. **Deduction of Damages from Contract Price:** The Board may deduct all or any part of the damages resulting from Vendor's default from any part of the price still due on the Contract, upon prior written notice to being issued to the Vendor by the Board.
4. **Performance Bond:** Pursuant to Ohio Revised Code Section 3505.13, Vendor shall maintain a performance bond with at least two sureties, or a surety company, licensed to do such business in the State of Ohio. The bond shall be conditioned upon the faithful performance of the Contract and for the payment as damages by Vendor to the Board of any excess of cost which it may be obliged to pay for such work by reason of the failure of Vendor to complete the Contract.

For the Initial Term, First Renewal Period, and Second Renewal Period, the performance bond shall be in the amounts indicated in Exhibit D. For any subsequent Renewal Period, the bond shall be in the sum double the estimated payment amount for such Renewal Period. The performance bond for the Initial Term shall be submitted with the Vendor's bid (see Section II(A)). For the First Renewal Period, Second Renewal Period, and any subsequent Renewal Period, Vendor shall furnish the updated performance within fourteen (14) calendar days after the beginning of such period.

D. Payment Provisions

1. **Invoicing:** After each election, Vendor shall promptly submit one original invoice to the Board for the ballots and other deliverables actually rendered for such election. The ballots shall be listed in line-item detail by type. Other deliverables shall also be listed in line-item detail. All items shall be charged at the prices specified in Vendor's bid.
2. **Payments:** Payments shall be due on the 60th calendar day after the date of actual receipt of a proper invoice by the Board. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section 126.30.
3. **Tax Exempt:** The Board is a tax-exempt No. 29 political subdivision of the State of Ohio (Federal ID No. 34-6000817) and can provide necessary tax exemption forms upon Vendor's request.

E. General Terms and Conditions

1. **Governing Law and Jurisdiction:** This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The Parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract. Each party consents to the exclusive jurisdiction of such courts and waives any right to object to such filing on venue, forum non-convenient, or similar grounds.

2. **Severability:** If any provision of this Contract shall be unenforceable or invalid under an applicable law or be so held by an applicable court decision, the remaining provisions of the Contract shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decision.
3. **Entire Agreement:** This Contract sets forth and constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Contract supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any Party to this Contract.
4. **Amendments:** This Contract may be amended only in writing approved by a majority of the Board Members of the Board and executed by both Parties.
5. **Conflicts:** The terms of this Contract shall control over any conflicting terms in any referenced agreement or document.
6. **Time:** Time is of the essence as to all dates set forth herein. A failure to perform by the dates and times specified herein, including any applicable cure periods, will be a material breach of the Contract.
7. **Strict Performance:** The failure of the Board to insist upon strict performance of the terms, covenants, agreements and conditions contained in this Contract shall not constitute or be construed as a waiver or relinquishment of the Board's rights to thereafter enforce such term, covenants or condition, but the same shall continue in full force and effect.
8. **Assignment:** Vendor shall not assign or subcontract any of its obligations or duties under this Contract without the prior consent of the Board.
9. **Independent Contractor:** Vendor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Vendor for work performed under the terms of the Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials.
10. **Indemnification:** Vendor shall indemnify, defend, and save the Board harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties or from any act of Vendor, his servants or agents.
11. **Limitation of Liability:** In no event shall the Board be liable to Vendor or any third party for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits.

12. **Compliance with Laws:** Each Party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.
13. **Force Majeure:** Neither Party shall be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party.
14. **Successors and Assigns:** This Contract shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.
15. **Survival:** All provisions that logically ought to survive termination of this agreement shall survive.
16. **Notices:** For any notice under the Contract to be effective, it must be made in writing and sent via email to the appropriate contact provided elsewhere in the Contract. The date of notice shall be the date such email is sent.
17. **Ownership:** All products produced in response to the Contract shall be the sole property of the Board.
18. **Headings:** The headings used in the Contract are for convenience only and shall not affect the interpretation of any of the contract terms and conditions.

F. Required Contract Documents

In addition to the bond required by Section II(C), Vendor shall also provide the following documents within fourteen (14) calendar days of the Contract award date. Failure to provide these documents within this time frame may result in a rescission of the award.

1. **Signature Authority:** A signature authority document for Vendor's representative who signs the Contract:
 - a. For a corporation, a notarized certificate of power of attorney authorizing the individual's signature to bind the corporation or a notarized certificate of corporate resolution authorizing the signature of the document.
 - b. For the sole owner, a notarized statement indicating that the individual is the sole owner and is authorized to sign for and bind the company.
 - c. For a partnership, a certificate of partnership agreement showing the names and addresses of all partners and authorizing the signatures to bind the partnership.
2. **Workers Compensation Certificate:** A Worker's Compensation Certificate is required from corporations and partnerships with employees. Sole proprietors and individual consultants are not required to submit this document. Vendor shall provide a Certificate of Premium Payment for Ohio State Worker's Compensation Insurance, or equivalent Worker's Compensation Insurance, or letter of indemnification in lieu thereof. This document shall be current for the entire period of the Contract.

3. **Certificates of Insurance:** Vendor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

a. Commercial General Liability Insurance with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

b. Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident. Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

The insurance policies of Vendor required for this Contract shall each name the "Cuyahoga County Board of Elections and its employees" as an Additional Insured and shall contain the following provisions:

- (i) Thirty (30) days prior notice of cancellation or material change;
- (ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the Board.

The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above. Vendor shall also require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

END OF SECTION III

INDEX OF EXHIBITS

Exhibit A	Secretary of State Directive 2021-05
Exhibit B	Ballot Production Schedule
Exhibit C	Ballot Production Guide
Exhibit D	Ballot Printing Bid Form
Exhibit E	Sample Cover Sheet PDF File
Exhibit F	Sample Warning Sheet PDF File
Exhibit G	Vote-by-Mail Outer Envelope Vote-by-Mail Return Envelope Vote-by-Mail Instruction Guide Vote-by-Mail ID Envelope
Exhibit H	Vote-by-Mail ID Envelope with Variable Data Vote-by-Mail Outer Envelope (Military and Overseas) Vote-by-Mail Return Envelope (Military and Overseas) Voter-by-Mail ID Envelope (Nursing Home)
Exhibit I	Sample Voter File
Exhibit J	Sample Pre-Voted Test Deck PDF File
Exhibit K	Sample 14-inch Ballot PDF File
Exhibit L	Sample 17-inch Ballot PDF File



"Standing on the Promises of God"

March 16, 2021

Cuyahoga County Board of Elections
2925 Euclid Avenue
Cleveland, Ohio 44115

Bid #2021.03.16 Printing of Official Ballots, Envelopes, and Delivery to the United States Postal Office for All Elections in Cuyahoga County from August 3, 2021 through May 1, 2023

Director Perlatti,

For over 38 years, Midwest Direct has been a leader in full-service print and mail solutions. Midwest Direct has a team of mail, presort, printing and fulfillment experts ready to provide solutions for all elements of your project(s). We have fully reviewed your request for a bid and are prepared to provide all services described according to your specifications.

Founded in 1982 in Cleveland Ohio, Midwest Direct is a privately-held S-Corporation with offices in Ohio and Pennsylvania.

At Midwest Direct, we process over a million pieces of print and mail every day including marketing pieces, tax bills, company statements and county ballots during the election season. In 2020, Midwest worked either directly or indirectly with many Ohio counties as well as 2 counties in the Commonwealth of Pennsylvania. As understood, the November 2020 Presidential election broke all expectations for both turnout and vote-by-mail request. Leading up to that election, Midwest invested nearly \$2 million in efforts to increase capacity as well as ensure redundancy. Midwest increased staff weeks prior to the elections to allow for training and enough personnel to meet the requirements. Midwest has worked to reduce its customer base for the year 2021 to ensure complete compliance with the SOS of Ohio's timelines and requirements.

As we have previously provided ballot printing services for Cuyahoga County, we have a deep understanding of the ins and outs of the County's ballot specifications. Our long history and over 38 years of experience working with clients across a wide range of industries give us the depth of expertise necessary to implement successful ballot printing and mailing projects. Midwest is continuing to invest and grow to meet the requirements of the elections industry.

As a service organization, we understand how important it is for us to furnish the County ballots to the specifications and timeline provided. This understanding, coupled with a highly skilled staff, keeps us ahead in today's competitive marketplace. The Midwest Direct team of mail, presort, printing and fulfillment professionals is ready, willing and able to provide advanced solutions for all elements of your project.

Sincerely,



Richard T. Gebbie
Chief Executive Officer





midwestdirect.com

Original

Cuyahoga County Board of Elections

BID # 2021.03.16

Printing of Official Ballots, Envelopes, and Delivery to the United States Postal Office for All Elections in Cuyahoga County from August 3, 2021 through May 1, 2023

Prepared By Midwest Direct

March 16, 2021



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Summary

Midwest Direct has read, understands and accepts each section of this Bid including the proposed contract. Midwest Direct will provide the technical expertise, labor, ballot stock, and equipment necessary to complete the ballot printing and assembly/mailing of VBM packs in the most timely, efficient and professional manner possible for the designated contracted year(s).

To increase the accuracy of ballot printing we have QC measures in place including sign offs at every step and continual monitoring of the print quality. For the VBM packs we utilize camera verification methods on our automated equipment ensuring exact matches.

With the integrity and accuracy that ballot production requires Midwest Direct staff members are thoroughly and repetitively cross trained on all equipment used in the process. All steps are reviewed and signed off by Management before production is allowed to proceed to the next step. Midwest Direct currently utilizes these directives while providing Election Day, Absentee and VBM printing and mailing services for other Ohio Counties. Midwest has also provided ballot production for Cuyahoga County in the past so we are extremely familiar with your specifications.

Below are the answers to the questions referenced in: Section 2 - Summary of the Required Bid Documents.

- A. Automated data processes are built and put in place so when the daily VBM file is uploaded to our SFTP site the file is processed and pushed into production. This will happen each day that we are mailing the VBM packets. Midwest processing includes MCS Array Imaging units to address the ID envelopes with a unique 2D barcode. The 2D barcode matches the stub of the ballot. Through the use of camera matching technology on the inserting equipment (Bluecrest & Bell and Howell) Midwest will be able to verify the 2D barcode on the ballot matches the 2D barcode on the ID Envelope. If there should be a mismatch, those pieces will be treated as an "Orphan" piece and will be returned to CCBOE.
- B. Six inserts total assuming the outer envelope has enough space for all of the inserts to fit comfortably.
- C. Envelope sizes – Minimum of 3.875"x7.50", maximum of 10"x13"
- D. One Sheet Ballot – 5,000 per hour
Two Sheet Ballot – 5,000 per hour
Three Sheet Ballot – 1,000 per hour
Four Sheet Ballot – 500 per hour
- E. There is no subcontracting for the data processing, printing, automated inserting and mailing of the VBM packs. Subcontractors will be utilized for the supply of the envelopes and instruction guides.
 - a. Victor Envelope Company: Purchase of all envelopes
Phil Palicka: 630-496-6363
301 Arthur Ct Bensonville IL 60106
 - b. Angstrom Group: Purchase of Instruction guide
David Neumann: 216-206-5646
4437 E 49th St Cleveland 44125



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Vendor Requirements

Mid-West Presort Mailing Services, Inc. - Agrees to all vendor requirements listed in the RFP for Bid #02021.03.16 Printing of Official Ballots, Envelopes, and Delivery to the United States Postal Office for All Elections in Cuyahoga County from August 3, 2021 through May 1, 2023

1. All Ballots will be produced in the state of Ohio
2. The ballots shall be printed in accordance with the "Ballot Production Guide for EVS – Exhibit A"
3. Midwest will comply with the Ballot Production Schedule in Exhibit B
4. All of the requirements will be met for the following specifications: Size, Packaging, Cover Sheets, Delivery, Errors, Stub Numbers, Ballot Stub Barcodes, Vote by Mail Ballot Packs, Folding, Automated Assembly, Mail Preparation, Addressing, Delivery, On-Site Office Space, Voter File, Duplicates and Upload site.



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References

Mahoning County, OH

Jurisdiction - Mahoning County, OH
Main Contact/Title – Joyce Kale-Pesta, Director
Address – 345 Oak Hill Ave. Entrance A, Youngstown, OH 44502
Phone - 330-783-2474
Email - JPesta@mahoningcountyoh.gov
of Registered Voters During Contract – 167,884
Type of Ballots Provided – Vote By Mail, ED test decks

RBM Consulting

Jurisdictions in Ohio – Allegheny County, PA, Westmoreland County, PA, Delaware County, Holmes County, Ashland County, Defiance County, Fulton County
Main Contact/Title – Todd Mullen, Account Manager
Address – P O Box 1231, St. Cloud, MN 56302
Phone - 402-212-0854
Email - tmullen@gorbm.com
of Registered Voters During Contract – Allegheny PA-926,782, Westmoreland PA-245,724 , Delaware – 122,711, Holmes – 18,173, Ashland – 36,115, Defiance – 25,501, Fulton – 28,988
Type of Ballots Provided – Election Day, Absentee

Cuyahoga County Treasurer

Jurisdiction – Cuyahoga County, OH
Main Contact/Title – Raymond McDaniel, Deputy Chief Treasurer
Address – Cuyahoga County Treasurer, 2079 East 9th Street, Cleveland, OH 44115
Phone - 216-443-3784
Email - rmcdaniel01@cuyahogacounty.us
of Registered Voters During Contract Voters – 900,135, Tax Bills – 800,000 including delinquent
Type of Services Provided – Data processing, printing and mailing of Cuyahoga County Real Property Bills.



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Quality Control Process

Data Processing

- Our data processing manager will verify that all of the information received is complete and correct, and that it is properly set up to be imaged in accordance with the specifications for the mailing.
- The data processing manager will also verify the record count, so that we can ensure that it is correct during laser printing.
- They will assign each piece its own unique identification number that will allow us to track it through all the stages of production.

Printing

- During the setup for the job, the machine operator is required to check with the Customer Service Representative and the Print Manager to ensure that the piece is printing correctly. A first piece sample will be signed and saved for our records.
- While the piece is printing, a Quality Control Clerk will be assigned to do multiple checks and ensure that everything matches the specifications included in the job jacket.
- During printing, the operator will watch closely to ensure that everything is printing correctly. The operator will also verify the sequence number, to ensure that no records have been skipped.
- Should the machine jam or stop, the operator will closely examine the last printed pieces, and the machine will be set to begin with the last verified number.
- At the end of the print production, the final machine count will be matched against the data that was received from the data department to ensure that all pieces are accounted for.

Inserting Process

- Before beginning the job, the machine operator is required to check with the Customer Service Representative to ensure that all components of the mailing are complete and correct. The operator and Customer Service Representative will also ensure that they have been provided with the correct number of pieces from Laser Printing.
- After the checks are completed, the inserting of all components from each Item begins. The operator will make sure that the sequence numbers are in order as they are being fed into the machine using camera verification software and hardware to confirm.
- At the end of the inserting process, the piece counts will be verified with the original file, as well as what was processed in the data department and printed in the laser department to ensure that all files contain matching correct counts for the print order. Any variance will be reported and repaired.
- Any items that are damaged or missing will have a new production file generated and completed immediately. A record will be kept of all files that had to be reproduced.
- The postal entry forms will be reconciled against all other production totals to ensure that everything has 100% match.



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Equipment Listing:

CLEVELAND LOCATION - 128,000 SQ. FT; PITTSBURGH LOCATION - 25,000 SQ. FT

SORTING: FIRST CLASS & MARKETING MAIL

- 14 - Apex 256 Bin Multiline OCR/BCR with Inkjet Capabilities - Postcard & Letter Size
- Apex 48 Bin Multiline OCR/BCR
- 2 - Flat Processors - 1-13 oz up to 3/4 inches thick
- 2 - Parcel Processors
- 750 Feet of Intelligent Mail Conveyor System

PRINTING:

- 2 - Canon ColorStream 3900
 - Digital Inkjet Full Color Continuous
 - 417 Feet/Minute
 - Roll-to-Roll
- Kyocera Digital Inkjet Cutsheet
- OCE 6120 Cut Sheet Laser Printers
 - Up to 13x19 Coated or Uncoated Stock
 - Up to 12pt Max Thickness
 - Up to 600 DPI
- 2 - Tecna 1550 In-Line Dynamic Perforator
- 2 - Tecna CS2020 Cut-to-Stack

STITCHING:

- Bostitch 19E Single Head
- Interlink N3A Single Head 3/4" Flatwire
- Bostitch Bronco 18AW Four Head
- Hohner Four Head 18 Gauge

SHRINK WRAPPING:

- 2 - TPA Packaging Machinery Systems Series 1000 Automatic Wrapping Unit
- Preferred Packaging PP1622 Combo Unit
- Heatseal Machine: 60G CF sytec mup - Postal Compliant
- SYNFAN Wrap: 1000 CF sytec mup -Postal Compliant



BINDERY:

- 2 - Pile Load Folders
- 2 - Pressure Seal
- 2 - Continuous Folder
- Challenger Cutter
- 2 - Roll to Fold (Pin Fed)

INK-JETTING:

- 3 - MCS Array Imaging Units with HP Technology
 - Spot Color and Black Up to 600DPI
- 3 - Tabbers/Stampers

INSERTING:

- 5 - Pitney Bowes Flowmasters High Speed Inserter
 - 2 inserters with Camera Verification
 - 6 Stations
- 4 - Friction Feeders
- 2 - Bell and Howell/GBR Cut Sheet Intelligent Inserting 6 Station
 - OMR/3of9/2D Barcoding
 - Max Envelope Size: 6x9 envelope
 - Max Insert Thickness: .25 inch
 - Camera Verification
- Bell and Howell Producer 22 with Navigate Camera Match
- Bell and Howell Producer 16
- 3 - Bell and Howell Inserting Machine 4 Station
 - Max Envelope Size: #11 Envelope
 - Max Insert Thickness: .25 Inch
- 3 - Bell and Howell Inserting Machine 6 Station
- 3 - Bell and Howell Inserting Machine 8 Station
- 5 -The Solutions Group "MatchMate" Camera Matching Systems
 - Reads 2D and Alphanumeric - Verification of Mailing and Matching

METERING:

- 4 - Connect 3000



Cuyahoga County Board of Elections
Ballot Production Schedule

Task	Days From		Election Day									
	8/3/2021	9/10/2021	11/2/2021	5/3/2022	8/2/2022	11/8/2022	Special	Primary	General	Primary	Special	General
Board Approves Outsourcing	70	5/25/2021	7/6/2021	8/24/2021	2/22/2022	5/24/2022	8/30/2022					
Board Submits Authorization to SOS	60	6/4/2021	7/16/2021	9/3/2021	3/4/2022	6/3/2022	9/9/2022					
Board Transmits Initial PDF Ballot File to Vendor	46	6/18/2021	7/30/2021	9/17/2021	3/18/2022	6/17/2022	9/23/2022					
Board Orders ATP Test Decks	46	6/18/2021	7/30/2021	9/17/2021	3/18/2022	6/17/2022	9/23/2022					
Board Transmits Sample Voter File to Vendor	46	6/18/2021	7/30/2021	9/17/2021	3/18/2022	6/17/2022	9/23/2022					
UOCAVA Opens	46	6/18/2021	7/30/2021	9/17/2021	3/18/2022	6/17/2022	9/23/2022					
Vendor Delivers ATP Test Decks	43	6/21/2021	8/2/2021	9/20/2021	3/21/2022	6/20/2022	9/26/2022					
Physical Proofs Delivered to Board	42	6/22/2021	8/3/2021	9/21/2021	3/22/2022	6/21/2022	9/27/2022					
Board Submits Any Changes from Proofs to Vendor	40	6/24/2021	8/5/2021	9/23/2021	3/24/2022	6/23/2022	9/29/2022					
Board Transmits First VBM File to Vendor	39	6/25/2021	8/6/2021	9/24/2021	3/25/2022	6/24/2022	9/30/2022					
Vendor Finishes Testing and Proofing Sample Voter File; Delivers Samples to Board	39	6/25/2021	8/6/2021	9/24/2021	3/25/2022	6/24/2022	9/30/2022					
Board Transmits Second VBM File to Vendor	35	6/29/2021	8/10/2021	9/28/2021	3/29/2022	6/28/2022	10/4/2022					
Board Gives Vendor ATP	35	6/29/2021	8/10/2021	9/28/2021	3/29/2022	6/28/2022	10/4/2022					
Vendor Delivers EIP / Nursing Home Ballots to Board	32	7/2/2021	8/13/2021	10/1/2021	4/1/2022	7/1/2022	10/7/2022					
Board Transmits Third VBM File to Vendor	29	7/5/2021	8/16/2021	10/4/2021	4/4/2022	7/4/2022	10/10/2022					
VBM Opens	28	7/6/2021	8/17/2021	10/5/2021	4/5/2022	7/5/2022	10/11/2022					
Vendor Mails First VBM File	28	7/6/2021	8/17/2021	10/5/2021	4/5/2022	7/5/2022	10/11/2022					
Vendor Begins ED Delivery	25	7/9/2021	8/20/2021	10/8/2021	4/8/2022	7/8/2022	10/14/2022					
Vendor Mails Second and Third VBM File	24	7/10/2021	8/21/2021	10/9/2021	4/9/2022	7/9/2022	10/15/2022					
Vendor Completes ED Delivery	22	7/12/2021	8/23/2021	10/11/2021	4/11/2022	7/11/2022	10/17/2022					

Revised: 2/23/2021



Exhibit D - Ballot Printing Bid Form

Instructions

- 1) Enter your company's name in the yellow cell below.
- 2) Enter your unit prices in the light blue, light red, and light green cells below for each term of the contract.
- 3) You must provide prices for all cells. Any item with no price (\$0.00) will be assumed to be included at no additional charge.
- 4) Your unit prices should **NOT** be more than two decimal points to the right of the decimal.
- 5) Do **NOT** add any additional cells or prices.
- 6) In the tab for each election, enter your estimated number of programming hours required for each election in the yellow cell.
Your bid will then be automatically calculated at the bottom of this page.

Name of Bidder:		Midwest Presort Mailing Services, Inc.						
		Initial Term		First Renewal Period		Second Renewal Period		
Item	Unit	14" Ballot	17" Ballot	14" Ballot	17" Ballot	14" Ballot	17" Ballot	
Election Day Ballots	1 sheet (per M)	\$ 204.60	\$ 204.60	\$ 204.60	\$ 204.60	\$ 204.60	\$ 204.60	
	2 sheet (per M)	\$ 409.20	\$ 409.20	\$ 409.20	\$ 409.20	\$ 409.20	\$ 409.20	
	3 sheet (per M)	\$ 613.80	\$ 613.80	\$ 613.80	\$ 613.80	\$ 613.80	\$ 613.80	
	4 sheet (per M)	\$ 855.60	\$ 855.60	\$ 855.60	\$ 855.60	\$ 855.60	\$ 855.60	
Early In-Person Ballots	1 sheet (per M)	\$ 204.60	\$ 204.60	\$ 204.60	\$ 204.60	\$ 204.60	\$ 204.60	
	2 sheet (per M)	\$ 409.20	\$ 409.20	\$ 409.20	\$ 409.20	\$ 409.20	\$ 409.20	
	3 sheet (per M)	\$ 613.80	\$ 613.80	\$ 613.80	\$ 613.80	\$ 613.80	\$ 613.80	
	4 sheet (per M)	\$ 855.60	\$ 855.60	\$ 855.60	\$ 855.60	\$ 855.60	\$ 855.60	
Vote by Mail Ballots	1 sheet (per M)	\$ 1,139.60	\$ 1,139.60	\$ 1,139.60	\$ 1,139.60	\$ 1,139.60	\$ 1,139.60	
	2 sheet (per M)	\$ 1,353.50	\$ 1,353.50	\$ 1,353.50	\$ 1,353.50	\$ 1,353.50	\$ 1,353.50	
	3 sheet (per M)	\$ 1,548.80	\$ 1,548.80	\$ 1,548.80	\$ 1,548.80	\$ 1,548.80	\$ 1,548.80	
	4 sheet (per M)	\$ 1,762.70	\$ 1,762.70	\$ 1,762.70	\$ 1,762.70	\$ 1,762.70	\$ 1,762.70	
Pre-Voted Test Ballots	1 sheet (per M)	\$ 204.60	\$ 204.60	\$ 204.60	\$ 204.60	\$ 204.60	\$ 204.60	
	2 sheet (per M)	\$ 409.20	\$ 409.20	\$ 409.20	\$ 409.20	\$ 409.20	\$ 409.20	
	3 sheet (per M)	\$ 613.80	\$ 613.80	\$ 613.80	\$ 613.80	\$ 613.80	\$ 613.80	
	4 sheet (per M)	\$ 855.60	\$ 855.60	\$ 855.60	\$ 855.60	\$ 855.60	\$ 855.60	
Blank Scan Sample Ballots	1 sheet (per M)	\$ 204.60	\$ 204.60	\$ 204.60	\$ 204.60	\$ 204.60	\$ 204.60	
	2 sheet (per M)	\$ 409.20	\$ 409.20	\$ 409.20	\$ 409.20	\$ 409.20	\$ 409.20	
	3 sheet (per M)	\$ 613.80	\$ 613.80	\$ 613.80	\$ 613.80	\$ 613.80	\$ 613.80	
	4 sheet (per M)	\$ 855.60	\$ 855.60	\$ 855.60	\$ 855.60	\$ 855.60	\$ 855.60	
Blank Ballots for Remakes	1 sheet (per M)	\$ 204.60	\$ 204.60	\$ 204.60	\$ 204.60	\$ 204.60	\$ 204.60	
	2 sheet (per M)	\$ 409.20	\$ 409.20	\$ 409.20	\$ 409.20	\$ 409.20	\$ 409.20	
	3 sheet (per M)	\$ 613.80	\$ 613.80	\$ 613.80	\$ 613.80	\$ 613.80	\$ 613.80	
	4 sheet (per M)	\$ 855.60	\$ 855.60	\$ 855.60	\$ 855.60	\$ 855.60	\$ 855.60	
Nursing Home/Jail/Hospital Ballots	1 sheet (per M)	\$ 1,139.60	\$ 1,139.60	\$ 1,139.60	\$ 1,139.60	\$ 1,139.60	\$ 1,139.60	
	2 sheet (per M)	\$ 1,353.50	\$ 1,353.50	\$ 1,353.50	\$ 1,353.50	\$ 1,353.50	\$ 1,353.50	
	3 sheet (per M)	\$ 1,548.80	\$ 1,548.80	\$ 1,548.80	\$ 1,548.80	\$ 1,548.80	\$ 1,548.80	
	4 sheet (per M)	\$ 1,762.70	\$ 1,762.70	\$ 1,762.70	\$ 1,762.70	\$ 1,762.70	\$ 1,762.70	
Ballot Pack Cover Sheets	1 sheet (per M)	\$	220.00	\$	220.00	\$	220.00	
Ballot Pack Warning Sheets	1 sheet (per M)	\$	220.00	\$	220.00	\$	220.00	
Inserts for Vote by Mail Packets	Includes up to 3 additional inserts. (per M)	\$	100.00	\$	100.00	\$	100.00	
Programming Charges	Per Hour	\$	125.00	\$	125.00	\$	125.00	
Delivery Charges	Per Delivery	\$	100.00	\$	100.00	\$	100.00	
Total Amount:		\$	861,163.93	\$	593,469.70	\$	691,636.80	
Performance Bond:		\$	1,722,327.86	\$	1,186,939.40	\$	1,383,273.60	
Total Bid Amount:		\$						2,146,270.43

You must include WITH YOUR BID a performance bond in the amount of:
\$1,722,327.86

September 14, 2021 Primary Election

Printing Charges

Item	Estimated Quantities	1-sheet 14" Ballot (per M)	Total
Election Day Ballots	505,550	\$204.60	\$ 103,435.53
Early In-Person Ballots	20,000	\$204.60	\$ 4,092.00
Vote by Mail Ballots	100,000	\$1,139.60	\$ 113,960.00
Pre-Voted Test Ballots	10,000	\$204.60	\$ 2,046.00
Blank Scan Sample Ballots	1,000	\$204.60	\$ 204.60
Blank Ballots for Remakes	1,000	\$204.60	\$ 204.60
Nursing Home/Jail/Hospital Ballots	1,500	\$1,139.60	\$ 1,709.40
Ballot Pack Cover Sheets	2,500	\$220.00	\$ 550.00
Ballot Pack Warning Sheets	2,500	\$220.00	\$ 550.00
Inserts for VBM Packets	100,000	\$100.00	\$ 10,000.00
Total Printing Cost: \$			236,752.13

Programming Charges

Estimated Programming Hours	Cost per Hour	Total
10	\$ 125.00	\$ 1,250.00

Delivery Charges

Election Day Ballot Deliveries	Early In-Person Ballot Deliveries	Vote by Mail Ballot Deliveries	Test Deck Ballot Deliveries	Cost per Delivery	Total
7	5	28	2	\$ 100.00	\$ 4,200.00

Grand Total: \$ 242,202.13

November 2, 2021 General Election

Printing Charges

Item	Estimated Quantities	2-sheet 17" Ballot (per M)	Total
Election Day Ballots	900,000	\$409.20	\$ 368,280.00
Early In-Person Ballots	27,500	\$409.20	\$ 11,253.00
Vote by Mail Ballots	150,000	\$1,353.50	\$ 203,025.00
Pre-Voted Test Ballots	25,000	\$409.20	\$ 10,230.00
Blank Scan Sample Ballots	2,000	\$409.20	\$ 818.40
Blank Ballots for Remakes	2,000	\$409.20	\$ 818.40
Nursing Home/Jail/Hospital Ballots	2,000	\$1,353.50	\$ 2,707.00
Ballot Pack Cover Sheets	1,500	\$220.00	\$ 330.00
Ballot Pack Warning Sheets	2,500	\$220.00	\$ 550.00
Inserts for VBM Packets	150,000	\$100.00	\$ 15,000.00
Total Printing Cost: \$			613,012

Programming Charges

Estimated Programming Hours	Cost per Hour	Total
10	\$ 125.00	\$ 1,250.00

Delivery Charges

Election Day Ballot Deliveries	Early In-Person Ballot Deliveries	Vote by Mail Ballot Deliveries	Test Deck Ballot Deliveries	Cost per Delivery	Total
7	10	28	2	\$ 100.00	\$ 4,700.00

Grand Total: \$

618,961.80

May 3, 2022 Primary Election

Printing Charges

Item	Estimated Quantities	2-sheet 17" Ballot (per M)	Total
Election Day Ballots	900,000	\$409.20	\$ 368,280.00
Early In-Person Ballots	27,500	\$409.20	\$ 11,253.00
Vote by Mail Ballots	125,000	\$1,353.50	\$ 169,187.50
Pre-Voted Test Ballots	50,000	\$409.20	\$ 20,460.00
Blank Scan Sample Ballots	2,000	\$409.20	\$ 818.40
Blank Ballots for Remakes	1,500	\$409.20	\$ 613.80
Nursing Home/Jail/Hospital Ballots	2,000	\$1,353.50	\$ 2,707.00
Ballot Pack Cover Sheets	5,000	\$220.00	\$ 1,100.00
Ballot Pack Warning Sheets	5,000	\$220.00	\$ 1,100.00
Inserts for VBM Packets	125,000	\$100.00	\$ 12,500.00
Total Printing Cost: \$			588,019.70

Programming Charges

Estimated Programming Hours	Cost per Hour	Total
10	\$ 125.00	\$ 1,250.00

Delivery Charges

Election Day Ballot Deliveries	Early In-Person Ballot Deliveries	Vote by Mail Ballot Deliveries	Test Deck Ballot Deliveries	Cost per Delivery	Total
7	5	28	2	\$ 100.00	\$ 4,200.00

Grand Total: \$

593,469.70

November 8, 2022 General Election

Printing Charges

Item	Estimated Quantities	2-sheet 17" Ballot (per M)	Total
Election Day Ballots	900,000	\$409.20	\$ 368,280.00
Early In-Person Ballots	27,500	\$409.20	\$ 11,253.00
Vote by Mail Ballots	200,000	\$1,353.50	\$ 270,700.00
Pre-Voted Test Ballots	25,000	\$409.20	\$ 10,230.00
Blank Scan Sample Ballots	2,000	\$409.20	\$ 818.40
Blank Ballots for Remakes	2,000	\$409.20	\$ 818.40
Nursing Home/Jail/Hospital Ballots	2,000	\$1,353.50	\$ 2,707.00
Ballot Pack Cover Sheets	1,500	\$220.00	\$ 330.00
Ballot Pack Warning Sheets	2,500	\$220.00	\$ 550.00
Inserts for VBM Packets	200,000	\$100.00	\$ 20,000.00
Total Printing Cost: \$			685,686.80

Programming Charges

Estimated Programming Hours	Cost per Hour	Total
10	\$ 125.00	\$ 1,250.00

Delivery Charges

Election Day Ballot Deliveries	Early In-Person Ballot Deliveries	Vote by Mail Ballot Deliveries	Test Deck Ballot Deliveries	Cost per Delivery	Total
7	10	28	2	\$ 100.00	\$ 4,700.00

Grand Total: \$ 691,636.80

**BID GUARANTY AND
CONTRACT BOND**

(SECTION 153.571 Ohio Revised Code)

KNOW ALL BY THESE PRESENTS, that we, the undersigned Mid-West Presort Mailing Services, Inc. 2222 West 110th St.,

Cleveland, OH 44102

(Name and Address)

as Principal and The Cincinnati Insurance Company

(Name of Surety)

as Surety,

are hereby held and firmly bound unto the Cuyahoga County Board of Elections

as Obligee in the penal sum of the dollar amount

of the bid submitted by the Principal to the Obligee on March 16, 2021 to undertake the project known as:

RFP for the Printing of Official Ballots, envelopes, and delivery to United States Postal Office For All Elections In Cuyahoga

County from August 3, 2021 through November 2, 2021.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of dollars (\$ 1,722,327.86). If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim; as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This 16th day of March, 2021.

PRINCIPAL:

Mid-West Presort Mailing Services, Inc.

BY: 

TITLE: CEO

SURETY: The Cincinnati Insurance Company

BY: 

Robert E. Gigax, Jr.
Attorney-in-Fact

SURETY COMPANY ADDRESS:

6200 S. Gilmore Road

Street

Fairfield,

OH

45014

City

State

Zip

513-870-2000

Telephone

SURETY AGENT'S ADDRESS:

Arthur J. Gallagher Risk Management Services, Inc.

Agency Name

201 E. Fourth Street, Suite 625

Street

Cincinnati

OH

45202

City

State

Zip

513-977-3133

Telephone

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Robert E. Gigax, Jr; Patricia L. Hehman; Phyllis T. Neal and/or Shelly M. Martin

of Cincinnati, Ohio its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to Twenty Million and no/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 19th day of December, 2018.



THE CINCINNATI INSURANCE COMPANY

Stephen A. Justice

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 19th day of December, 2018, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Keith Collett

KEITH COLLETT, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 16th day of March, 2021



Ed H.

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director



Certificate of Compliance

Issued 06/24/2020

Effective 07/01/2020

Expires 06/30/2021

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

CINCINNATI INSURANCE COMPANY, THE

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of \$14,327,652,787, liabilities in the amount of \$8,707,976,732, and surplus of at least \$5,619,676,055.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Jillian Froment in cursive.

Jillian Froment, Director





The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY
FINANCIAL STATEMENT
DECEMBER 31, 2019

ASSETS

Cash	\$ 350,693,038
Bonds	6,336,078,008
Stocks	5,548,215,691
Agents Balance Receivable	1,689,310,724
All Other Admitted Assets	403,355,326
TOTAL ADMITTED ASSETS	<u>\$14,327,652,787</u>

LIABILITIES

Reserve for Losses and Loss Expense	\$ 5,198,504,877
Reserve for Unearned Premiums	2,539,425,906
All Other Liabilities	970,045,949
Capital	\$ 3,586,355
Surplus	5,616,089,700
TOTAL LIABILITIES & EQUITY	<u>5,619,676,055</u> <u>\$14,327,652,787</u>

State of Ohio
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2019 is true and correct to the best of her knowledge and belief.


Theresa A. Hoffer
Senior Vice President, Treasurer

Subscribed and sworn before me this 2nd day of March





Rachel E. Underwood
Notary Public
In and For the State of Ohio
My Commission Expires
07 June 2022

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mid-West Presort Mailing Services Inc.

2 Business name/disregarded entity name, if different from above
dba Midwest Direct

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

C Corporation S Corporation Partnership Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2222 west 110th street

6 City, state, and ZIP code
Cleveland Ohio 44102-3512

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
3	4		1	4	8	4	7	9	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]* Date ▶ **1/8/16**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.