



**CUYAHOGA COUNTY
BOARD OF ELECTIONS**

Jeff Hastings, Chairman

Anthony W. Perlatti, Director

Inajo Davis Chappell, Board Member

Anthony Kaloger, Deputy Director

Lisa M. Stickan, Board Member

David J. Wondolowski, Board Member

MEETING AGENDA

May 16, 2022

9:30 A.M.

THE PLEDGE OF ALLEGIANCE

ADMINISTRATIVE

1. Approval of the minutes from the April 29, 2022, Board Meeting

REGISTRATION

2. Determination of the validity of provisional ballots and authorization to count provisional ballots from the May 3, 2022, Primary Election

CANDIDATE AND PETITION SERVICES

3. Acknowledgment of withdrawal of candidate from the May 3, 2022, Primary Election
4. Acknowledgement of resignations from elected office

FISCAL SERVICES

5. Approval to Award a contract with Democracy Live, Inc. to provide services to make available a Remote Absentee Ballot Delivery and Marking System for use by a voter with a disability during Ohio's by mail absentee voting for all Elections occurring between the one-year period June 1, 2022, through May 31, 2023, in the amount not-to-exceed \$9,950.00
6. Approval of Purchase Order with Northern Flooring Specialists (State-Term Contract #STS 800895-3 Expiration: January 31, 2024) to purchase carpet, carpet tile, cushion, vinyl flooring and related items, excluding installation, from Shaw Contract Group, an authorized dealer, in the amount of \$194,896.05, utilizing funds approved in the 2022-2023 Biennial Budget
7. Approval of the vouchers

NEW BUSINESS

PUBLIC COMMENT¹

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.

Video of this meeting can be viewed at <https://www.youtube.com/CuyahogaCountyBOE>

¹Please email mbejjani@cuyahogacounty.gov or lwalker@cuyahogacounty.gov with your name and the nature of your comment so we can fully assist you.

VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

2022 Board Meeting Schedule

May 2022

Monday, May 16th @ 9:30AM

Provisional verification for the May 3, 2022 Primary Election

Certification of Issues for the August 2, 2022 Special Election

Tuesday, May 24th @9:30 AM

Certification of the May 3, 2022 Primary Election

June 2022

Monday, June 6th @ 9:30AM

Certification of remaining issues and charter amendments for the August 2, 2022 Special Election

Certification of Independent candidates for the November 8, 2022 General Election

July 2022

Wednesday, July 13th @ 9:30AM

July Board Meeting

August 2022

Tuesday, August 2nd

August 2, 2022 Special Election

Monday, August 15th @ 9:30AM

Provisional Verification for the August 2nd Special Election

Certification of the August 2, 2022 Special Election

Monday, August 22nd @ 9:30AM

Certification of Issues for the November 8, 2022 General Election

September 2022

Monday, September 12th @ 9:30AM

Certification of remaining issues and charter amendments for the November 8, 2022 General Election

Certification of Write-In Candidates for the November 8, 2022 General Election

October 2022

Wednesday, October 12th @ 9:30AM

October Board Meeting

November 2022

Friday, November 4th @ 9:30AM

Meeting for the November 8, 2022 General Election

Tuesday, November 8th

November 8th General Election

Monday, November 21st @ 9:30AM

Provisional verification for the November 8, 2022 General Election

Tuesday, November 29th @ 9:30AM

Certification of the November 8, 2022 General Election

December 2022

Wednesday, December 14th @ 9:30AM

December Board Meeting

Revised 5/9/2022

Agenda Item

#1

VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

**Board Meeting
4/29/2022**

Attending:

Jeff Hastings, Chairman
Inajo Davis Chappell, Board Member/via teleconference
Lisa M. Stickan, Board Member
Anthony W. Perlatti, Director
Tony Kaloger, Deputy Director

Mark R. Musson, Assistant Prosecutor, Cuyahoga County/via teleconference
Mary Bejjani, Clerk to the Board
Linda Walker, Clerk to the Board

The Cuyahoga County Board of Elections Meeting began at 9:29 a.m. Hereinafter referred to as the CCBOE/Board.

Chairman Hastings noted that all Board Members were in attendance. Board Member Davis Chappell attended via video conference as allowed per House Bill "H.B."51.

Agenda Item 1: Approval of the minutes from the April 6, 2022, Board Meeting

Chairman Hastings moved to approve the minutes from the April 6, 2022, Board Meeting. Board Member Wondolowski seconded. The motion passed unanimously.

Agenda Item 2: Acknowledgment of Secretary of State Directive 2022-33: Unofficial and Official Canvasses of the May 3, 2022, Primary Election

Chairman Hastings moved to acknowledge the Secretary of State Directive 2022-33: Unofficial and Official Canvasses of the May 3, 2022, Primary Election. Board Member Wondolowski seconded. The motion passed unanimously.

Agenda Item 3: CCBOE Public Records Request Policy

Chairman Hastings moved to approve the CCBOE Public Records Request Policy. Board Member Wondolowski seconded. The motion passed unanimously.

Agenda Item 4: Final approval of the ballot order for the May 3, 2022, Primary Election

Chairman Hastings moved to approve the final ballot order for the May 3, 2022, Primary Election. Board Member Wondolowski seconded. The motion passed unanimously.

¹ Narrative that is underlined in the CCBOE minutes relates to a motion that was acted on by the Board.

Agenda Item 5: Acknowledgment of the withdrawal of candidates from the May 3, 2022, Primary Election

Chairman Hastings moved to acknowledge the withdrawal of candidates from the May 3, 2022, Primary Election as provided in the meeting materials. Board Member Wondolowski seconded. The motion passed unanimously.

Agenda Item 6: Acknowledgment of resignations from and appointment to elected office

Chairman Hastings moved to acknowledge the resignations from and appointment to elected office as provided in the meeting materials. Board Member Wondolowski seconded. The motion passed unanimously.

Agenda Item 7: Approval to Exercise Renewal Option One of Two for Contract with Tenex Software Solutions to provide Live Results Election Night Reporting in the amount not-to-exceed \$24,000.00 for the one-year period beginning June 1, 2022, through May 31, 2023

Chairman Hastings moved to approve to Exercise the Renewal Option One of Two for Contract with Tenex Software Solutions to provide Live Results Election Night Reporting in the amount not-to-exceed \$24,000.00 for the one-year period beginning June 1, 2022, through May 31, 2023. Board Member Wondolowski seconded. The motion passed unanimously.

Agenda Item 8: Approval of the personnel agenda

Chairman Hastings moved to approve the personnel agenda provided in the Board Materials. Board Member Wondolowski seconded. The motion passed unanimously.

NEW BUSINESS

May 3, 2022, Primary Election Update

Director Perlatti provided an update on the May 3, 2022, Primary Election. The CCBOE has trained 3,449 poll workers and voting location managers, an average of 3.5 workers per precinct. Two polling locations in Solon and Lakewood will not have a Monday Night Organizational meeting. Those two locations will report one-half hour early for set-up on Election Day. The Election Officials Department has conducted Zoom meetings for poll workers interested in receiving refresher information and answering questions. On Saturday, April 30, 2022, a “Practice Makes Perfect” session for voting location managers will be held at the Halle Building. The session is hands-on, working with scanners, poll books, and Election Official trainers will be available to answer questions.

Early in-person voting will be open Friday, April 29, 2022, from 8:00 a.m. to 7:00 p.m., Saturday, April 30, 2022, from 8:00 a.m. to 4:00 p.m., Sunday, May 1, 2022, from 1:00 p.m. to 5:00 p.m., and Monday, May 2, 2022, from 8:00 a.m. to 2:00 p.m. As of Thursday, April 28, 2022, Early in-person voting has processed 2,970 voters, an increase. The CCBOE anticipates exceeding over 5,000 voters for the May 3, 2022, Primary Election. The of over 1,000 voters from 2018, when there were 1,927. Also, in 2018 there was a final total of 3,583 Early in-person voters CCBOE has been made aware there will be about 300 individuals participating in “Souls to the Polls.”

Vote-by-Mail is down from the May 2018 Primary Election, where the Friday before the Election, the CCBOE had already processed 79,566 Vote-by-Mail (VBM) applications. As of Thursday, April 28, 2022,

the CCBOE has processed 33,242 VBM applications. The inability to mail a Voter Information Guide to voters has likely attributed to the voters not being prompted to reach out for Vote-by-Mail ballot applications. The ballot return for the May Primary is at 55% when generally, the CCBOE receives about an 85% return rate for the vote-by-mail ballots. The CCBOE has averaged approximately 2,000 VBM ballots coming back daily. If the trend continues, the return rate will be at 75%. If the return rate increases to 2,750, the return rate will be 85%, which is the typical benchmark. The last day for vote-by-mail ballot applications is noon on Saturday, April 30, 2022. VBM ballots must be postmarked by Monday, May 2, 2022, or voters can bring their ballots to the CCBOE drop box by 7:30 p.m. on Tuesday, May 3, 2022.

The CCBOE anticipates a 20% voter turnout at the polls on Election Day. The election equipment delivery is on schedule but has been slightly delayed this week due to a COVID outbreak with Berman's delivery staff. Berman's has increased delivery drivers since Thursday and will complete the equipment deliveries by Monday, May 2, 2022. There are sufficient resources to work at the Halle building on Election Night.

In November 2021, there was an issue with van drivers calling off. For the May 3, 2022, Primary, the CCBOE is working with Willow Security, which provides a portion of the van drivers; Cuyahoga County Public Works will also provide drivers. For backup, the Cuyahoga County Sheriff's office will have approximately 12 deputy sheriffs on call to fill any shortages.

Chairman Hastings asked how voters were notified of polling location changes. Director Perlatti stated that affected voters were sent a letter from the CCBOE advising of the changes. Additionally, there have been media announcements. Previous voting locations will have signage posted, including the CCBOE phone number for any questions. Poll workers can also assist voters who were assigned new locations and provide a printed receipt indicating the new voting location.

Voter Information Guide Update

Director Perlatti stated that at the March 7, 2022, board meeting, the Board approved sending the Voter Information Guide. Discussions then took place regarding the CCBOE waiting to send the guide due to the uncertainty of redistricting and if the election would be moved. The May 3, 2022, Primary date was finally locked down about March 31, 2022, just days before the opening of absentee voting. Due to the timeline involved with the production and mailing of the Voter Information Guide, most voters would not have benefited from the notice as it would be delivered just days before or even after the May 3, 2022, Primary Election. Therefore, the CCBOE did not send a May 3, 2022, Primary Election Voter Information Guide.

The print vendor for the Voter Information Guide, Angstrom, previously agreed to hold the pricing for 90 days. The CCBOE should know when the August primary will be held by the end of May. When the August Primary is determined, the CCBOE should be able to act on the Angstrom bid to print and mail an August Primary Voter Information Guide. Chairman Hastings asked when the 90-day extension expires. Director Perlatti stated if the election would be on August 2, 2022, the vendor would need to be advised by June 5, 2022, and have artwork to the printer by June 10, 2022. The Voter Information Card would be arriving in mailboxes around the time the CCBOE starts mailing out absentee ballots that have been requested by voters.

PUBLIC COMMENT

Reverend Pinkney Butts provided public comment regarding items on the agenda.

At 10:00 a.m. Chairman Hastings motioned to go into executive session for the purpose of discussing employee compensation. Board Member Wondolowski seconded, and a roll call was taken, and each Board Member voted in the affirmative.

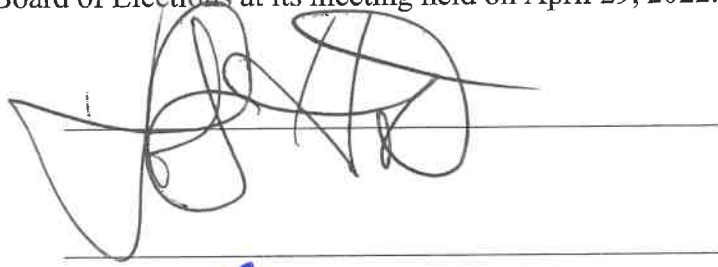
At 10:10 a.m., after returning from the executive session, Chairman Hastings motioned to come out of the executive session. Board Member Wondolowski seconded, and a roll call was taken, and each Board Member voted in the affirmative.

Board Member Wondolowski read the following motion: “The 2020 Presidential Primary and General Elections along with this 2022 Primary Election have been three of the most challenging elections this agency has encountered since the implementation of voting on paper ballots in 2008. In between these three unprecedented elections was 2021 in which we had seven elections including four election dates within a 112-day window. The successful execution of these elections have been possible in large part because of the managers’ work ethic, knowledge, leadership and excellent dedication to our agency and the voters of Cuyahoga County. For the managers who have served in the capacity of manager since 2020 and did not receive a monetary adjustment attributed to the 2021 Archer Company Report I move to award: Lori Acosta, Becky Brake, Brian Cleary, Betty Edwards, Brent Lawler, Robin Roy, Victor Rush and Kendra Zusy a one dollar and fifty cent increase to their hourly wage rate effective pay period one of 2022. These increases to the managers hourly rates maintain their salaries within the Archer Company’s salary ranges assigned to their respective job titles.” Board Member Stickman seconded. The motion passed unanimously.

Chairman Hastings moved to recess the meeting at 10:11 a.m. Board Member Wondolowski seconded. The motion passed unanimously.

Certification: I have reviewed the above minutes and certify that they are an accurate summary of the actions taken by the Cuyahoga County Board of Elections at its meeting held on April 29, 2022.

Jeff Hastings, Chairman

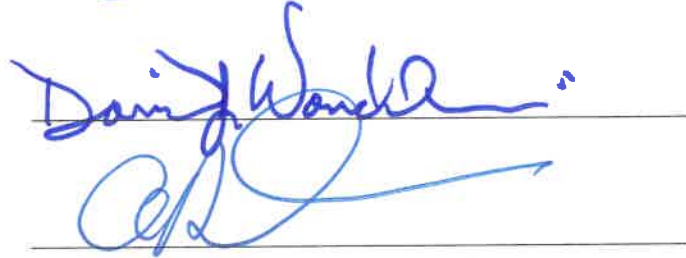
A handwritten signature in black ink, appearing to be 'Jeff Hastings', written over a horizontal line.

Inajo Davis Chappell, Board Member

A handwritten signature in blue ink, appearing to be 'Lisa M. Stickan', written over a horizontal line.

Lisa M. Stickan, Board Member

David J. Wondolowski, Board Member

A handwritten signature in blue ink, appearing to be 'David J. Wondolowski', written over a horizontal line.

Anthony Perlatti, Director

Agenda Item

#2

MAY 3, 2022 PRIMARY ELECTION

Provisional Verification Summary

A total of **1,547** Provisional Ballots were issued during the May 3, 2022 Primary Election, of which **1,443** were confirmed to be valid provisional ballots, while **104** were rejected for various deficiencies during the verification process (detailed below).

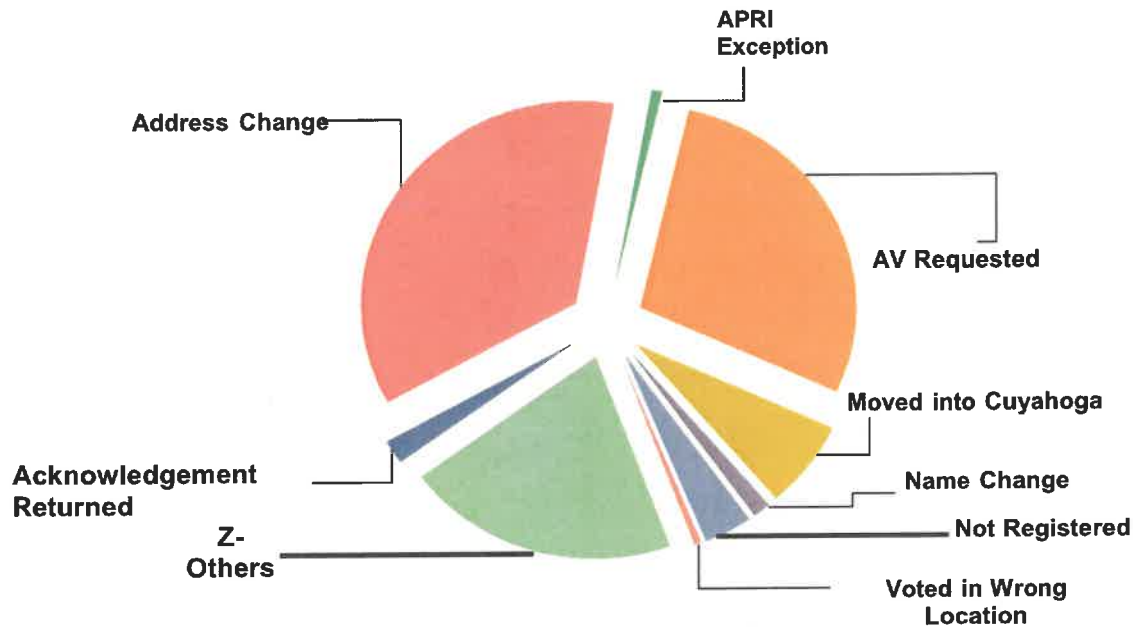
	*Valid	Rejected	Total
Provisional Ballots Cast	1,443	104	1,547

*Includes: **28** provisional ballots that were cast in the wrong precinct within the correct location that can be remade and **9** APRI Exceptions.

Reason for Rejection	# Rejected
Not Registered	58
Wrong Precinct Wrong Location	11
Voted Absentee	8
Missing Address	7
Missing Date of Birth	5
Empty Envelope	4
No Signature	3
Non-Matching Identification	2
Missing Identification	2
Regular Ballot Already Cast	2
Non-Matching Signature	1
Voter Voted in Wrong County	1
Total Rejections	104

Reasons for Voting Provisional

MAY 3, 2022 PRIMARY ELECTION



Acknowledgement Returned	1.87%
Address Change	35.94%
APRI Exception	0.58%
AV Requested	28.44%
Moved into Cuyahoga	7.05%
Name Change	1.30%
Not Registered	3.75%
Voted in Wrong Location	0.32%
Z-Others	20.75%
Total:	100.00%

Note: A voter may have more than one reason for voting provisionally but will only be listed in one category. (For Example: A voter who had both a Name Change and an Address Change will only appear in one category).

* Z-Others may include:

- Voters who did not bring proper identification to the polls
- Voters that were not found in the poll book
- Voters who do not readily fit into one of the above categories

Agenda Item

#3

Candidate Withdrawal Acknowledgment

**Votes cast are not counted nor posted.
Notices posted in voting booths and included in VBM packets.**

<u>Office</u>	<u>Name</u>	<u>Party</u>
Representative to Congress – District 7	Patrick Malley	Democratic

VOTE

CUYAHOGA COUNTY
BOARD OF ELECTIONS

Date: 4/27/22

I, Patrick Malley, withdraw my candidacy for

(check one):

May 3, 2022 Primary Election

November 8, 2022 General Election

Other:

Party (if applicable):

DEMOCRATIC

Office:

U.S. HOUSE OF REPRESENTATIVES 7th District

Term date (if applicable):

JAN. 2023 — JAN. 2025

Signature:

Patrick Malley

Printed Name:

Patrick Malley

Street Address:

3270 HIBLEY RD

City / Zip Code:

ROCKY RIVER 44116

Phone:

(216) 255-2875

Email:

packymalley@gmail.com

Agenda Item

#4

Resignations of Elected Office

1. Rod Taylor, Bratenahl Village Council, Member of Council¹
2. Daniel J. O'Malley, Lakewood City Council, Member of Council (Ward 4)²

¹ Term ends 12/31/23; no special election required.

²*ibid.*

John LiCastro
Mayor, Village of Bratenahl
411 Bratenahl Road
Bratenahl, OH 44108

April 30, 2022

Rod Taylor
9719 Lake Shore Blvd.
Bratenahl, OH 44108

Dear John,

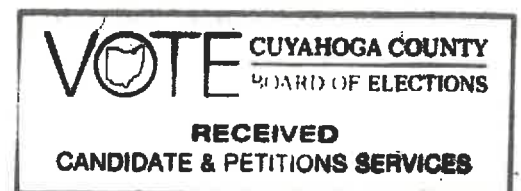
As a follow up to my April 30th email, with regret, I am resigning from Village Council. My concerns regarding insurance coverage are primary.

It has been a pleasure working with both you, Village Council, and all Village employees. I will continue to be active in all things Bratenahl.

My best to all,



Rod Taylor



4/30/22 10:30 AM

Re: Village Council resignation

Cory Milne <cmilne@cuyahogacounty.gov>

Thu 5/5/2022 12:39 PM

To: dcooks@bratenahl.org <dcooks@bratenahl.org>; Brent Lawler <blawler@cuyahogacounty.gov>

Cc: 'Public Records' <publicrecords@bratenahl.org>

Hi Diana -

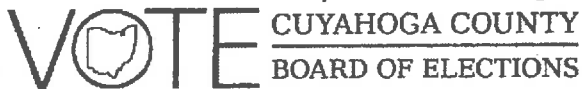
Thanks for the update, we'll update our records. Do you have a copy of his resignation you could provide for our records? Or if it was verbal, council minutes reflecting such?

Thanks again and have a good day,

Cory C. Milne, Supervisor

Candidate & Petition Services Dept.

Phone: 216-443-3230 | www.443vote.gov



From: dcooks@bratenahl.org <dcooks@bratenahl.org>

Sent: Thursday, May 5, 2022 11:34 AM

To: Brent Lawler <blawler@cuyahogacounty.gov>

Cc: Cory Milne <cmilne@cuyahogacounty.gov>; 'Public Records' <publicrecords@bratenahl.org>

Subject: Village Council resignation

This is to inform the Board of Elections that **Rod Taylor** has resigned his position on Village Council effective April 30, 2022.

Village Council is accepting resumes from interested, eligible parties.

Diana

Diana L. Cooks, MPA
Village Fiscal Officer
Village of Bratenahl
411 Bratenahl Road
Bratenahl Ohio 44108
(p) 216.681.4266 x4
(f) 216.681.3811
(e) dcooks@bratenahl.org



THE VILLAGE OF
Bratenahl

22 MAY 8 3:42:07



12650 DETROIT AVENUE 44107 216/529-6055 FAX 216/226-3650
www.oneLakewood.com
Lakewood City Council
DANIEL J. O'MALLEY, PRESIDENT
JOHN LITTEN, VICE PRESIDENT

Council at Large
THOMAS R. BULLOCK III
SARAH KEPPLER
TRISTAN RADER

Ward Council
KYLE G. BAKER, WARD 1
JASON SHACHNER, WARD 2
JOHN LITTEN, WARD 3
DANIEL J. O'MALLEY, WARD 4

April 18, 2022

Maureen Bach
Clerk, Lakewood City Council
12650 Detroit Ave.
Lakewood, OH 44107

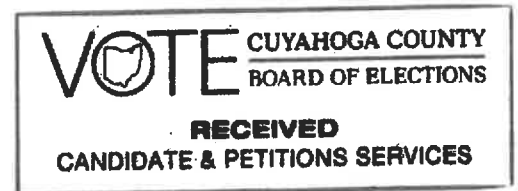
Dear Clerk Bach and Members of City Council:

I hereby resign the office of Member of Council, Ward 4 of the City of Lakewood, effective Sunday, May 1, 2022.

Sincerely,

Daniel J. O'Malley

cc: Hon. John Litten, Lakewood City Council Vice President
Hon. Meghan George, Mayor
Brian Corrigan, Director of Law
Claudia Dillinger, Director of Human Resources





12650 DETROIT AVENUE 44107 216-529-6055
www.lakewoodoh.gov
Lakewood City Council
DANIEL O'MALLEY, PRESIDENT
JOHN LITTEN, VICE PRESIDENT

Council at Large
THOMAS R. BULLOCK III
TRISTAN RADER
SARAH KEPPLER

Ward Council
TESS NEFF, WARD 1
JASON SHACHNER, WARD 2
JOHN LITTEN, WARD 3
DANIEL O'MALLEY, WARD 4

April 25, 2022

Cory C. Milne
Specialist, Candidate & Petition Services
2925 Euclid Ave.
Cleveland, OH 44115

Dear Cory,

As required by ORC 709.011, I am writing to notify the Board of Elections of the forthcoming resignation of Daniel J. O'Malley from the office of Member of Council, Ward 4 of the City of Lakewood, effective Sunday, May 1, 2022.

Enclosed, please find Mr. O'Malley's letter of resignation.

Please let me know if there is anything else you need from me.

Best Wishes,

Maureen M. Bach
Clerk of Council
City of Lakewood

Cc: Council President Daniel J. O'Malley, Ward 4
Vice President of Council John Litten, Ward 3



Agenda Item

#5



CUYAHOGA COUNTY BOARD OF ELECTIONS

Jeff Hastings
Chairman

Inajo Davis Chappell
Member

Lisa M. Stickan
Member

David J. Wondolowski
Member


Anthony W. Perlatti
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 

Date: May 16, 2022

Re: Contract Award Recommendation for Remote Absentee Ballot Delivery and Marking System to Democracy Live, Inc.

Background

A Request for Bid (RFB) for a remote Ballot Marking and Sample Ballot system (RBM System) for all elections occurring in Cuyahoga County from June 1, 2022 through May 31, 2023 was issued on March 17, 2022. Each of the five vendors currently certified by the State of Ohio were notified of the RFB by email.

Two successful bids were received by the March 23, 2022 deadline. The chart below includes a breakdown for each bidder, with the lowest, best bid provided by Democracy Live, Inc. in the total amount of **\$9,950.00**, covering all expected and unexpected elections through May 31, 2023.

Bid Tabulation

Bidder Name	Total
Democracy Live, Inc.	\$ 9,950.00
Enhanced Voting, LLC.	\$ 17,600.00

Recommendation

Democracy Live, Inc. was the Board's vendor for this service from July 2018 through July 2021 and was a satisfactory vendor. Enhanced Voting, LLC. was the Board's vendor from June 2021 through May 2022 and was also a satisfactory vendor. At this time, Democracy Live, Inc. is recommended for approval in the amount not-to-exceed \$9,950.00.

Sufficient funding was included in the Fiscal Year 2022 Budget for this purpose.

Democracy Live - History of Contract Payments					
From	To	Actual Costs			
7/17/2018	7/16/2019	\$24,800.00			
7/17/2019	7/16/2020	\$7,500.00			
7/17/2020	7/16/2021	\$7,500.00	}	\$19,000.00	
11/3/2020	11/3/2020	\$11,500.00			
		\$51,300.00			

CONTRACT
By and between the
CUYAHOGA COUNTY BOARD OF ELECTIONS
And
DEMOCRACY LIVE, INC
(Remote Ballot Delivery and Marking System and Sample Ballots)

THIS **CONTRACT** (the “Contract”) is made and entered into on June 1, 2022, by and between the Cuyahoga County Board of Elections (the “Board”) in Cleveland, Ohio, a body politic and a political subdivision of the State of Ohio organized and existing under Title 35 of the Ohio Revised Code, and Democracy Live, Inc., having principle place of business at 2900 NE Blakeley Street, Seattle, WA 98105 (the “Vendor”) The Board and the Contractor may hereafter be referred to singularly as a “Party”, or jointly as “Parties”.

WHEREAS, the Ohio Secretary of State, pursuant to Directive 2021-05, Section 1.04, requires all boards of elections in the State of Ohio to make available a remote absentee ballot delivery and marking system for use by a voter with a disability during Ohio’s by-mail absentee voting period; and

WHEREAS, the Board issued a Request for Bids (“RFB”) 2022.03.23.1100, on March 17th, 2022, attached and incorporated herein as Exhibit A, for a software license for a remote absentee ballot delivery and marking system and sample ballots; and

WHEREAS, the Contractor has submitted a bid in response to the Board’s RFB, attached and incorporated as Exhibit B; and

WHEREAS, the Board has determined, in accordance with Ohio Revised Code Section 3501.301, that Contractor has submitted the lowest and best bid and is willing to provide a remote absentee ballot delivery and marking system and sample ballots to the Board upon the terms and conditions set forth herein.

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. Generally

By executing this Contract, the Board accepts and the Contractor agrees to be bound by the Contractor’s Bid, incorporated herein as Exhibit B, and the Board’s RFB, incorporated herein as Exhibit A, the subject to any changes or modifications that may be made by this Contract. Exhibit A and Exhibit B are incorporated as if fully rewritten herein whether or not physically attached to this Contract. The following order of precedence shall govern in any conflict that arises between

this Contract and any materials incorporated by reference: (1) this Contract; (2) the RFB, attached as Exhibit A; and (4) Contractor's Proposal, attached as Exhibit B.

II. Term; Amount

- A. **Term:** This Contract shall be effective from June 1, 2022 through May 31, 2023.

- B. **Amount:** The total amount paid by the Board to the Contractor pursuant to this Contract shall not exceed \$9,950.00.

III. Scope of Services

A. Description of Deliverables:

1. **Certified System:** The Contractor shall furnish and host a remote ballot marking system ("Remote Ballot Marking System") certified by the Ohio Board of Voting Machine Examiners (BVME) and Ohio Secretary of State (SOS) for use by individuals with a disability during Ohio's by-mail absentee voting period. The Remote Ballot Marking System shall remain certified throughout the duration of the contract.

2. **Software License:** The Contractor shall license a Remote Marking System to the Board for use in all elections June 1, 2022 through May 31, 2023. The licensed software for the Remote Ballot Marking System must be compatible for integration with Electionware 5.2.2.0 Voting System by Election Systems and Software, LLC, the Board's current voting equipment vendor. The licensed software for the Remote Ballot Marking System must also be compatible with all vendors' ballot creation systems certified by the BVME and SOS for use in Ohio.

3. **Training and Implementation:** The Contractor shall provide comprehensive training and documentation to necessary Board staff, including, but not limited to hosting, integration, migration, set-up, testing and troubleshooting the Remote Ballot Marking System. Training may be performed in person or remotely and include training materials for additional reference.

4. **Software Updates/Upgrades:** The Contractor shall provide, at no additional charge, any software updates, enhancements, modifications, upgrades, revisions, replacements, upgrades and all error corrections, patches and bug fixes and any other derivative works made to or in the place of software or any related documentation available for its remote ballot delivery and marking system throughout the duration of the contract.

5. **Electronic Ballot Files:** The Contractor shall provide the Board with the data from the electronic ballot files to be utilized on the Board's website to provide electronic sample ballots by precinct to voters for all precincts involved in elections from June 1, 2022 through May 31, 2023. Sample and remote ballots

shall be hosted on a .gov domain. Once the Board provides the ballot files to the Contractor in the data format mutually agreed upon by both parties, the Contractor shall provide the sample ballots and remote ballots within 2 business days. If the Contractor fails to provide the sample and remote ballots within 2 business days, it would be difficult, if not impossible, to determine the Board's resulting damages. Therefore, the Contractor shall (at the Board's option) pay to or credit the Board in the amount of \$500 per day that the Contractor fails to provide the ballots within the time provided as liquidated damages ("Liquidated Damages"). The Liquidated Damages are only intended to compensate the Board for the direct damages it incurs as a result of the Contractor's failure to timely provide the ballots and are not penalties or intended to compensate the Board for any damages resulting from any other failure of the Contractor to timely, properly, and completely perform its obligations. The electronic files shall be available for a period of one (1) year after the date of each election.

6. **Technical Support:** The Contractor shall provide remote technical support to the Board as needed at no additional charge throughout the duration of the license. In-person technical support requested by the Board will be at predetermined rates. Such technical support shall include the configuration and setup of Remote Absentee Ballot Marking and Sample Ballots for every precinct style ballot in each expected and unexpected election during the term of the license.
7. **Testing:** The Contractor is responsible for providing and performing accessibility and screen reader testing for the Remote Absentee Ballot Marking throughout its lifecycle during the term of the license.
8. **Compatibility:** Remote Absentee Ballot Marking must be compatible with multiple browsers including but not limited to Google Chrome, Mozilla Firefox, Microsoft Edge, Safari on both desktops and mobile devices including those utilizing either iOS or Android operating systems, and must be compatible with the current version and two previous versions of the browsers. Ballots built in this scope must be responsive to support all screen resolutions and device types.

B. Board Responsibilities

1. **Project Manager:** The Board will appoint project managers to serve as the main points of contact between the Board and Contractor. No project manager, nor any other Board employee, will be directly or indirectly responsible for performing any of the Contractor's responsibilities.
2. **Data File:** The Board will provide the necessary data file(s) of records and information to the Contractor to convert into the ballot styles for that election. These data files will typically not be available until at least 46 days prior to an election.
3. **Proofing:** After the Contractor has completed the election set-up, Board staff will conduct proofing and testing of the system to ensure the election is set-up

correctly. Any errors identified during this process shall be immediately communicated to the Contractor.

C. Contractor Responsibilities

1. **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 Board must consider any action, appearance of impropriety, or political bias that the Contractor might impute to the Board. 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 to i) 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) the Contractor's acknowledgements and agreements are a material inducement to the Board's selection of the Contractor for contract award.
2. **Processing:** From the Board's data file(s), the Contractor shall be responsible for migrating, integrating, and otherwise converting the data and information and generating the bilingual ballot styles for Remote Absentee Ballot Marking System. The Contractor shall complete the election set-up by a mutually agreeable date prior to the by-mail absentee voting period.
3. **Errors:** The Contractor shall immediately resolve any errors identified by Board staff while proofing or testing the remote absentee ballot delivery and marking system for an election.
4. **Proofs:** The Contractor shall proof the completed election set-up prior to providing to the Board for their proofing.
5. **Project Manager:** The Contractor shall appoint project managers to serve as the main points of contact between the Board and Contractor.
6. **Performance Warranty:** The Contractor shall provide the services contemplated under the RFB in a manner consistent with the same degree of care, skill and diligence as is ordinarily possessed and exercised by members of the profession, currently performing under similar circumstances. The Contractor shall be responsible for the quality services rendered and shall promptly make necessary corrections resulting from its negligence, errors, or omissions without any additional compensation. The Contractor's duty of care shall extend to the Board, and the Contractor shall be and remain liable to the Board in accordance with applicable law for all damages to the Board caused by the Contractor's negligent acts, performance, errors or omissions. If no such standards exist, then the Contractor shall perform its services in a workerlike manner with a reasonable degree of care, skill and diligence and as described in this Bid.

7. **Software Warranty:** All software and documentation comprising Remote Absentee Ballot Marking System supplied under this Contract shall (a) comply with and conform to all performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, and functions required by the Deliverables; (b) conform, in all respects, to the specifications, standards, drawings, samples, descriptions, quality requirements, performance requirements, statements of work, and fit, form and function requirements furnished, specified or approved by the Board; (c) be merchantable (as such term is defined in RC 1302.27) and free from defects, latent or otherwise, in design, materials, and workmanship; (d) be fit and sufficient for the particular purpose intended by the Board, of which Contractor is aware (and Contractor acknowledges that it knows of the Board's intended use of the Remote Absentee Ballot Marking System and that such Remote Absentee Ballot Marking System has been selected, designed, manufactured or assembled for the stated purpose and will be fit and sufficient for the particular purposes intended by the Board); (e) that the software comprising the Remote Absentee Ballot Marking System is free from defects and any update or revision to any of such software will be free from defects and will meet all specifications; (f) that Contractor will, without charge to the Board, either (i) correct any defects and make any fixes, additions, modifications or adjustments to any of such software or any update or revision to such software as may be necessary to keep the software in operating order in accordance with this Contract, or (ii) provide the Board with an alternative that meets the specifications set forth in this Contract; and (iii) all software provided pursuant to this Contract and any update or revision to any of such software will be free from viruses, worms, time bombs, back doors, Trap Doors, Trojan horses, all other forms of malicious code or disabling devices or the like; (g) all documentation, services and labor shall conform to the performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, and functions required; (h) no aspect of the Work will violate or in any way infringe upon the rights of third parties, including, but not limited to, proprietary information and non-disclosure rights, or any Intellectual Property rights; (i) Contractor is the lawful owner or license holder of all software, methods, methodologies and any pre-existing intellectual property used and the Contractor has the right to grant the Board access to, or use of, such software, methods, methodologies and intellectual property. As used in this Contract, "intellectual property" shall mean any and all know-how, inventions, patents, copy rights, models, designs, trademarks, trade dress, trade secrets, discoveries, regulatory filings, or other information (whether or not patentable and whether or not in tangible or intangible form), software design submittals and related documentation, and any other industrial or proprietary rights, and any

documentation relating thereto, and any and all applications for any of the foregoing, whether or not registered as of the Effective Date or at any later date.

8. **Service Level Agreement:** The Contractor shall warrant that access for users of the Remote Absentee Ballot Marking System shall remain uninterrupted, even in the event of failure at any one of the hosted locations, with effective contingency planning (including back-up and disaster recovery capabilities) and 24x7 trouble shooting service for inquiries, outages, issue resolutions, etc. All such warranty service shall be dependable and provide response times that are as good as or better than industry standards. Warranty services shall meet the target levels of the Service Level Agreements (“SLAs”) provided herein and be supported with sufficient connectivity and computing resources to handle daily use and reasonably anticipated peak demand, and shall ensure that sufficient bandwidth and computing resources are dedicated to the Remote Absentee Ballot Marking System to meet peak demand times without material degradation in performance. Peak demand times typically begin 46-days prior to election day and continue through Election Day. The Contractor further warrants that the Remote Absentee Ballot Marking System will be available and in accordance with this RFB at all times throughout the Term. The level of unavailability shall not exceed one half of one percent (0.05%) per month. In the event of a breach of the foregoing warranty shall apply service level credits based on the actual availability measure for the applicable month as follows:

Availability	Service Level Credit
99.95% or greater	No Service Level Credit
99.949% - 99.500%	10% of the monthly prorated fee
99.499% - 99.000%	25% of the monthly prorated fee
Below 99.000%	50% of the monthly prorated fee

Service level credits for fees paid on an annual or monthly basis shall be based on a monthly equivalent fee. For example, a 5% service level credit on an annual subscription fee shall be 5% of 1/12 of the annual fee. Service level credits shall be applied to the Board’s next invoice or, if the Board has paid the final invoice under the Contract, service level credits shall be paid to the Board within thirty (30) calendar days following the determination that the credit is due. In addition to the foregoing remedies, in the event that availability of the Remote Absentee Ballot Marking System is below 99.5% in anyone (1) month, the Contractor, upon demand of the Board, shall promptly refund to the Board the unused portion of the fee.

IV. Payments

- A. **Contract Fee:** The Board shall pay the Contractor \$9,950.00 for the performance required under this Contract.
- B. **Reimbursable Expenses:** No extra charges will be assessed for travel time or incidental expenses except as hereinafter provided. The Board will not reimburse the Contractor for any expenses incurred.
- C. **Payment:** Payments under this contract will be due on the 60th calendar day after the date of actual receipt of a proper invoice by the BOARD. The contractor will submit the invoice to Cuyahoga County Board of Elections, Fiscal Department, 2925 Euclid Avenue, Cleveland, Ohio, 44115. 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.
- D. **Taxes:** The Board is a tax-exempt No. 29 political subdivision of the State of Ohio (Federal I.D. No. 34-6000817). Necessary tax exemption blanks will be furnished to the successful Contractor when the contract is signed.

V. Terms and Conditions

- A. **Jurisdiction:** The Contract shall be construed under and governed by the laws of the State of Ohio, and subject to the review of the Cuyahoga County Prosecutor's Office as to legal form and correctness. Any litigation arising out of or relating in any way to the Contract or performance hereunder shall be brought only in the courts of the State of Ohio, and the Contractor hereby irrevocably consents to such jurisdiction.

B. Indemnification:

1. General. The Contractor hereby expressly agrees and shall, to the fullest extent permitted by law, indemnify, hold harmless, and, at the option of the Board as decided in its sole discretion, defend or pay for the defense of the Board, its Board members, Director, Deputy Director, officers, agents, representatives, and employees (the "Indemnified Parties") from and against any and all liability, claims, suits, causes of action, liens, demands, losses, damages, (including fines, penalties, incidental and consequential damages), settlements, judgments, costs, and expenses (including reasonable attorneys' fees and any other costs of defense) of every kind, nature, or description arising out of or in connection with, caused by, resulting from, or occurring during the course of the performance of this Agreement, whether directly or indirectly, where such liability is

i) founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the Contractor, its officers, employees, agents, independent

contractors or subcontractors (or subcontractors or independent contractors thereof), or any other person or party for which the Contractor is legally liable, and

ii) is attributable in any manner and to any extent to bodily injury, personal injury, sickness, disease or death of any person, loss of revenue, or the injury to or damage, destruction, or loss of use of property.

2. Intellectual Property. Contractor shall defend all suits or claims for misappropriation or infringement of any intellectual property rights and shall pay for the defense of and, indemnify, save and hold the Indemnified Parties harmless from any and all Losses on account thereof resulting from the use by the Board or any of its agents, employees, representatives and assigns of material supplied or services performed under this Contract. In case any component of the materials or services constitutes a misappropriation or an infringement of the United States patent rights or copyrights or other intellectual property rights of a third party and its use is enjoined, Contractor at the Contractor's sole cost and expense, shall promptly (a) secure for the Board, its representatives, agents, and designees the right to continue using the infringing item by suspension of the injunction or by procuring a perpetual, non-revocable, paid-up, royalty-free, assignable, non-exclusive license to reproduce, publish, or otherwise use for the Board's purposes as contemplated herein; or (b) replace the infringing item with a non-infringing substitute that meets the requirements and fulfills the purpose under this Contract; or (c) modify the infringing item so that it becomes non-infringing provided the resulting Work meets the requirements of this Contract. If the amount of time necessary to proceed with one of these options is deemed excessive by the Board, in its sole reasonable discretion, the Board may direct Contractor to select another option (and failure to do so will be an Event of Default under this Contract). Nothing in this Section shall be deemed to limit or condition the Board's rights otherwise set forth in this Contract, including, without limitation, termination of this Contract and damages.

3. Conditions. The defense and indemnity obligations of the Contractor shall survive the expiration or termination of the Contract. Should the Board elect to have the Contractor defend one or more of the Indemnified Parties, the Board shall have the right, but not the obligation, to associate in such defense, whether directly or through outside legal counsel, or both. Nothing herein shall require the Contractor to reimburse the Board for damages or liabilities solely caused by the negligent acts, errors or omissions of one or more of the Indemnified Parties. Between the parties for purposes of fulfilling the Contractor's indemnity obligations hereunder, the Contractor waives any immunity derived from compliance with the Workers' Compensation Laws of the State of Ohio. The obligations of the Contractor hereunder shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained by the Contractor.

- C. **Assumption of Liability:** The Board shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the County of Cuyahoga, nor shall the Board pay any insurance premiums for any coverage of any property not owned by the Board. No conditions shall alter this statement.
- D. **Acceptance of Performance:** Acceptance of performance is a condition of the agreement. It shall be understood and agreed that an agent for the Board shall determine finally the satisfactory quality of the services and/or materials furnished under the agreement. Failure to meet performance requirements is a reason for termination of the agreement, and the contractor shall be liable to the County for any excess cost and/or expenses incurred by the County thereafter.
- E. **Termination:** If the Contractor fails to perform any material obligation under the Contract, or the Board becomes dissatisfied with the Contractor's performance, the Board shall notify the Contractor party

immediately, in writing, of such failure or dissatisfaction. If the Contractor has not cured the failure to the reasonable satisfaction of the Board within ten (10) days of said notice, then the Board may terminate the Contract in full, upon written notice to the Contractor of such termination. The Board may unilaterally terminate the Contract at any time by giving fourteen (14) calendar days prior written notice to the Contractor. If the Board unilaterally terminates the Contract pursuant to this Section, the Contractor shall be paid its fees for any undisputed benefits provided up to the dismissal date. The Contractor shall not be relieved of liability to the Board for damages sustained by virtue of any breach of the Contract by the Contractor. The Board may withhold or require to be withheld any payment to the Contractor for the purpose of a setoff until such time as the exact amount of damages due the Board is agreed upon or is otherwise determined.

- F. **Anti-Discrimination:** The Contractor agrees that in the employment of labor, skilled or unskilled, under this Agreement, there shall be no discrimination exercised against any person because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status, and that violation thereof shall be deemed a material breach of said Agreement.
- G. **Disability Accommodations:** The Contractor assures that its facilities and services provide reasonable access to all persons with a disability or that reasonable accommodations can be made to provide access. The Contractor agrees to make any and all modifications (that do not impose an undue hardship) to assure access.
- H. **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. 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.
- I. **Independent Contractor:** The 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 the Contractor for work performed under the terms of this 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; and said Contractor also agrees to indemnify and save harmless Cuyahoga County and the Board from such contributions or taxes or liability. It is understood that neither the Contractor nor its employees are construed as employees of the Board for the purpose of the Public Employees Retirement System ("PERS"), Workers' Compensation, or for any other purpose.
- J. **Labor and Material:** The Contractor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished materials or equipment for said Contractor in the execution of this Contract, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.

- K. **Assignment:** The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County Executive and/or his designee by resolution. All work to be done by subcontractors utilized by the Contractor is subject to pre-approval by the Board. All subcontractors selected by the Contractor and approved by the Board must comply with all the terms and conditions contained in the Board.
- L. **Ownership:** Unless otherwise provided, all products produced in response to the contract will be the sole property of the Board.
- M. **Payment Due Date:** Payments under this contract will 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.
- N. **Security Protocols:** By executing a contract with the Board of Elections, the Contractor agrees to abide by all security protocols, both physical and cyber, required by the Ohio Secretary of State's Office (SOS) as published in SOS Directives and the Election Official Manual, which are hereby incorporated by reference into the contract. The security protocols are subject to change at the discretion of the SOS as published on the website of the Secretary of State, which the Contractor agrees constitutes adequate notice of such changes and the Contractor's failure to give notice of objection to the Board of Elections within 5 days of the publication constitutes the Contractor's acceptance of the change.

Additionally, the Contractor acknowledges they are bound by the security requirements set forth in Exhibits C, D, E, and F of the Contract.

VI. General

- A. **Notices.** All notices or communications required or permitted as a part of the Contract shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:
 - 1. Received, or
 - 2. Upon transmittal through electronic mail with a carbon copy sent through the United States Postal Service with proper postage affixed and addressed to the respective other party at the address set out below or such other address as the party may have designated by notice to the other party, or
 - 3. Upon delivery by the Board of the notice to a representative of the Contractor while on the Boards' property.

The addresses of the parties to this Contract are as follows:

In the case of the Board:	with a copy to:
Cuyahoga County Board of Elections ATTN: Fiscal Services Manager 2925 Euclid Avenue Cleveland, Ohio 44115 kazusy@cuyahogacounty.gov	County Prosecutor's Office ATTN: Counsel for the Cuyahoga County Board of Elections 1200 Ontario Street, 9 th Floor Cleveland, Ohio 44113
In the case of the Contractor:	with a copy to:
Democracy Live, Inc. ATTN: Bryan Finney 2900 NE Blakeley Street Seattle, WA 98105 bryan@democracylive.com	


- B. Reasonable Behavior.** Each party will act in good faith in the performance of its respective responsibilities under the Contract and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Contract.
- C. Integration and Amendment.** The Contract constitutes the entire Contract between the parties and supersedes all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the Contract. The Contract may be modified or extended by formal amendment of the Contract signed by the parties and made a permanent part of the Contract.
- D. Severability.** The provisions of the Contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of the Contract, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
- E. No Waiver.** No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under the Contract. The payment of funds to the Contractor by the Board should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

VII. Construction of the Contract


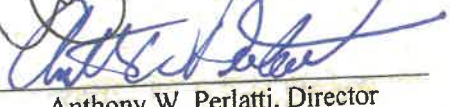
All terms and words used in this Contract, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Contract or any paragraph or clause in the Contract may require, the same if such words have been fully and properly written in the number and gender. Any act to be performed under the Contract by the "Board" may be performed by the Director or by such of its employees or such other persons, corporations or firms as the Director may designate. "Director" when used herein, shall refer to the Director of the Board and include the Chief Information Officer. The headings of Articles and Paragraphs, to the extent used herein, are for reference only, and in no way define, limit, or describe the scope or intent of any provision hereof. This Contract may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which shall together constitute one and the same document, and shall be binding on the signatories; and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. The following order of precedence shall govern in any conflict that arises between this Contract and any materials incorporated by reference: (1) this Contract; (2) Exhibit A – RFB 2022.03.23.1100; (3) Exhibit B - Contractor's Bid Quote; (4) Exhibit C - Ohio SOS Directive 2019-08; (5) Exhibit D - Cybersecurity Requirements Vendors; (6) CIS Albert Cloud Monitoring Service. Provided, however, silence in the Agreement or the materials incorporated herein with respect to an issue shall not be construed as a variance with a provision addressing such issue in another document. The undersigned signatory for the Contractor hereby represents and warrants that he or she has full and complete authority to execute the Contract on behalf of the Contractor. This representation and warranty are made for the purpose of inducing the Board to execute the Contract.

IN WITNESS WHEREOF, the parties have hereto set their respective hands on the day and year first above written and have executed the foregoing Contract.

CONTRACTOR

By: 
Printed: Bryce Finney
Title: President
Date: 4/28/2022

**CUYAHOGA COUNTY
BOARD OF ELECTIONS**

By: 
Jeffrey Hastings, Chairman
By: 
Anthony W. Perlatti, Director
Date: May 16, 2022

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 Bids – 2022.03.23.1100

EXHIBIT B – Contractor’s Bid Quote

EXHIBIT C – Ohio SOS Directive 2019-08, Security

EXHIBIT D – Cybersecurity Requirements

EXHIBIT E – CIS Albert Cloud Monitoring Service

EXHIBIT F – Confidentiality and Non-Disclosure Agreement

Agenda Item

#6



CUYAHOGA COUNTY BOARD OF ELECTIONS

Jeff Hastings
Chairman

Inajo Davis Chappell
Member

Lisa M. Stickan
Member

David J. Wondolowski
Member

Anthony W. Perlatti
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 

Date: May 16, 2022

Re: Recommendation for Purchase Order with **Northern Flooring Specialists** (State Contract #800895-3) in the amount of **\$194,896.05** for Carpet Tile, Vinyl Flooring, Vinyl Base and associated materials for 2nd, 3rd and 4th Floor of the Hughes Building

Included in the 2022-2023 Board of Elections' Biennial Budget was an allocation of \$260,000 to purchase carpeting in 2022 for the Hughes Building. A walk-thru was performed by Public Works on the 2nd, 3rd, and 4th floors. Carpet tiles for the main floors and vinyl flooring for the kitchenette areas on 2 and 3 was recommended.

A quote from State contract vendor, Northern Flooring Specialists, was obtained for the carpet tiles, vinyl flooring and associated materials necessary for the 2nd, 3rd, and 4th floors in the amount of **\$194,896.05** (excludes installation). The Department of Public Works will provide installation in 2023 as some demolition work will occur on the 3rd and 4th floor as part of the 2023 Capital Improvements Project Plan prior to the carpet installation.

The purchase order was made in accordance with the Cuyahoga County Board of Elections (CCBOE) Procurement Policy adopted April 7, 2020, under Article VII (B) State-Term Contracts, and pursuant to ORC Section 125.04, the CCBOE may award contracts without competitive bidding via state-term contracts through the Ohio Department of Administrative Services. Further, under Article VII (D) Exemption for Contracts over \$25,000, shall be subject to majority approval of the Board Members.

DEPARTMENT APPROVAL
 CUYAHOGA COUNTY BOARD OF ELECTIONS

Vendor Name: Northern Flooring Specialists

Vendor Number: 11699

PO Number: 22002262 EXT B

Requested By: Lauren Hodges, Fiscal Services

Date: 5/11/22

<p>BILL TO: Board of Elections 2925 Euclid Avenue Cleveland, OH 44115</p>
<p>DELIVER TO: Board of Elections 2925 Euclid Avenue Cleveland, OH 44115</p>

Item	Quantity	UOM	Description	Unit Price	Total Price
1	5,230	EA	Carpet Tile for BOE Hughes Building (Square Yard)	\$ 31.83	\$ 166,470.90
2	55	EA	Shaw 5100 Adhesive (4-Gallon Pail)	\$ 106.21	\$ 5,841.55
3	1,200	EA	Shaw Luxury Vinyl Plank (Square Foot)	\$ 4.25	\$ 5,100.00
4	2	EA	Shaw 4100 Adhesive (4-Gallon Pail)	\$ 191.80	\$ 383.60
5	11,000	EA	Johnsonite Vinyl Cove Wall Base (Linear Foot)	\$ 1.25	\$ 13,750.00
6	18	EA	Case of Vinyl Cove Base Adhesive (12 Tubes/Case)	\$ 75.00	\$ 1,350.00
7	50	EA	Ardex Feather Finish (10 lb Bag)	\$ 20.00	\$ 1,000.00
8	1	EA	Delivery to BOE	\$ 1,000.00	\$ 1,000.00
PO TOTAL:					\$ 194,896.05

Justification for not receiving three quotes:

Northern Flooring Specialists is registered under State Contract #800895, as they are a registered Dealer/Distributor of products from Shaw Industries Inc.

Accounting Unit:	BE100100
Account:	76000 76000
Sub-Account:	0
Type:	Special
Asset:	No

Kendra A. Zuzg 5/11/22
 Authorized Department Signature

Procurement Exemption Form
Cuyahoga County Board of Elections

Instructions: This form must be approved by the Director for any purchase equal to or greater than \$5,000.00 that will not be competitively bid (except for any items deemed "permanently exempt" per the CCBOE's Procurement Policy).

Requestor: Date:

Vendor:

Amount: PO#:

Item / Service:

Please explain why the use of competitive bidding for this item/service would not be advantageous to the Cuyahoga County Board of Elections:

- This vendor is the sole source for this item/service.
- The item/service is being purchased from another government entity.
- The item/service is available on a state-term contract (#800895)
- The item/service is being purchased through the Ohio Secretary of State as a cooperative purchase.
- Other reason (please explain below):



Signature of Director

Date Signed



May 6, 2022

Cuyahoga County: Department of Public Works
Attn: Joe O'Hara
1642 Lakeside Avenue
Cleveland, OH 44114

**PROCUREMENT: OHIO STATE CONTRACT
NORTHERN FLOORING SPECIALISTS
CONTRACT NUMBER: 800895-3 (EXPIRATION DATE: JANUARY 31, 2024)**

**PROJECT: BOARD OF ELECTIONS
MATERIAL ONLY SALE**

Northern Flooring Specialists proposes to furnish the following materials:

Carpet Tile:	Shaw Contract Group Style: Charisma Tile/ Color: 61485 Top Notch 5,230 sy @ \$ 31.83/sy	\$ 166,470.90
Adhesive:	Shaw 5100 – Pressure Sensitive (4 Gallon) 55 Pail @ \$ 106.21/Pail	\$ 5,841.55
LVP:	Shaw Luxury Vinyl Plank "Grain"/Color: To Be Selected 1,200 sf @ \$ 4.25/sf	\$ 5,100.00
Adhesive:	Shaw 4100 (4 Gallon Pails) 2 Pails @ \$ 191.80	\$ 383.60
Wall Base:	Johnsonite 6" Vinyl Cove Base/Color: Black 11,000 lf @ \$ 1.25/lf	\$ 13,750.00
Adhesive:	Vinyl Cove Base (12 tubes/case) 18 cases @ \$ 75.00/case	\$ 1,350.00
Material:	Ardex Feather Finish (10# Bags) 50 bags @ \$ 20.00/bag	\$ 1,000.00
Delivery:	To Board of Elections Dock	<u>\$ 1,000.00</u>
Total Material Only Price (Tax Exempt)		\$ 194,896.05

Payment Terms: Net upon Invoice

PLEASE NOTE: The above material quantity estimates and prices are based on information provided by Cuyahoga County. Actual material quantities may vary due to areas included or excluded in the final scope of work.

Signature in Agreement with Proposal and Payment Terms

Date

Northern Flooring Specialists
3900 Jennings Road
Cleveland, OH 44109

Agenda Item

#7

Voucher Summary

Board Approval Date May 16, 2022

\$355,150.40

	Vendor	Department	Description	Amount
1	Pitney Bowes	Fiscal Services	Replenishment of the postage meter machine reserve account 2022.	\$140,000.00
2	U.S. Postal Service	Fiscal Services	Replenishment of funds for the Board of Elections Postal Mailing Permit #3452. Used for mailing the General Election 11/8/22 Vote-by-Mail applications and ballots.	\$46,883.20
3	U.S. Postal Service	Fiscal Services	Replenishment of funds for the Board of Elections Postal Mailing Permit #3452. Used for mailing the Primary Election 5/3/22 Vote-by-Mail applications and ballots.	\$138,267.20
4	U.S. Postal Service	Fiscal Services	Replenishment of funds for the Board of Elections Postal Mailing Permit #3452 and Postal Business Reply Permit #15979001. Used for voter registration and poll location change mailings, and other miscellaneous BOE business.	\$30,000.00