



**CUYAHOGA COUNTY
BOARD OF ELECTIONS**

Jeff Hastings, Chairman

Inajo Davis Chappell, Board Member

Lisa M. Stickan, Board Member

David J. Wondolowski, Board Member

Anthony W. Perlatti, Director

Tony Kaloger, Deputy Director

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

May 25, 2021

2:00 P.M.

THE PLEDGE OF ALLEGIANCE

ADMINISTRATION

1. Approval of the minutes from the May 17, 2021, Board Meeting.

BALLOT

2. Certification of the official results of the May 4, 2021, Primary Election
 - Authorization to approve the remake of the optical scan ballots from the May 4, 2021, Primary Election.
 - Authorization to approve absentee ballots from the May 4, 2021, Primary Election
 - Authorization to approve provisional ballots from the May 4, 2021, Primary Election
 - Acknowledgement of the pre & post test results of the vote tabulation system from the May 4, 2021, Primary Election.
3. Acknowledgement of the date, time, and place of the post-election audit for the May 4, 2021, Primary Election.

CANDIDATE & PETITION SERVICES

4. Acknowledgement of resignations from and appointments to elected offices.
5. Acknowledgement of Candidate Withdrawal from the August 4, 2021, Special Congressional Primary Election.

¹ Video of this meeting can be viewed at <https://www.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.

ELECTION OFFICIALS

6. Approval to appoint not less than two precinct election officials for each precinct pursuant to ORC §3501.22 for the August 3, 2021, Special Congressional Primary Election.

FISCAL

7. Approval to purchase six (6) OPEX Model 72 Mail Rapid Extraction Desks (RED), plus maintenance costs through December 31, 2023, in the amount not-to-exceed \$ 220,969.64, utilizing Center for Tech and Civic Life (CTCL) Grant Funding.
8. Approval of vouchers

NEW BUSINESS

- Election Equipment Demonstration Update
- Employee Performance Evaluations

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

Summary of Directive 2021-15 *(issued May 25, 2021)*

This Directive provides the certified form of the official ballot to be used in the August 3, 2021 Special Congressional Primary Election for Ohio's 11th Congressional District. It also provides deadlines for when UOCAVA and non-UOCAVA ballots must be printed and ready, and when Early In-Person voting begins.

Ballot Layout

- Included with Directive 2021-15¹ was a sample ballot² that serves as a reference when designing our ballot.
- The ballot must be designed following specific instructions provided in Chapter 4 (Ballots) of the Election Official Manual (EOM)³. Cuyahoga County always follows the guidelines set forth in the EOM, so those practices will be maintained for the August 3rd ballot.
- There must be a separate ballot for each political party in the 11th Congressional District contest. For this election, there will be two separate ballots (Democratic and Republican).
- Cuyahoga County does not have any Questions or Issues on the August 3rd ballot, so the order of issues by political subdivision is not applicable.
- There are no write-in candidates for the 11th Congressional District.

17-Year Old Voters

- A 17-year old registered voter who will be 18-years old on or before Nov. 2, 2021 may vote in the August 3, 2021 Special Congressional Primary Election⁴.

Absentee Voting

- *Friday, June 18, 2021* – Absentee ballots must be printed and ready for UOCAVA voters⁵.
- *Wednesday, July 7, 2021* – Absentee voting by mail and in-person for non-UOCAVA voters begins. With the observance of the July 4th holiday occurring on Monday, July 5, the close of registration is moved to the 29th day before the election (July 6th), moving the start of non-UOCAVA absentee voting by one day⁶.
- If we receive an absentee ballot application that does not contain all the required information, we must **promptly** notify the voter of the additional information required. First option is utilizing a phone number or email address, but absent this, we must contact the voter by mail⁷.
- Another Directive will be issued regarding the unofficial and official canvass procedures, along with additional information regarding the cure period for absentee and provisional ballots.

¹ <https://www.ohiosos.gov/globalassets/elections/directives/2021/dir2021-15.pdf>

² https://www.ohiosos.gov/globalassets/elections/directives/2021/dir2021-15_ballot.pdf

³ <https://www.ohiosos.gov/globalassets/elections/directives/2021/dir2021-04-ch04.pdf>

⁴ <https://codes.ohio.gov/ohio-revised-code/section-3503.07>

⁵ <https://codes.ohio.gov/ohio-revised-code/section-3511.04>

⁶ <https://codes.ohio.gov/ohio-revised-code/section-3509.01>

⁷ <https://codes.ohio.gov/ohio-revised-code/section-3509.04>



DIRECTIVE 2021-15

May 25, 2021

To: Athens, Clinton, Cuyahoga, Fairfield, Fayette, Franklin, Hocking, Madison, Morgan, Perry, Pickaway, Ross, Summit, and Vinton County Boards of Elections
Board Members, Directors, and Deputy Directors

Re: Ballot for August 3, 2021 Special Congressional Primary Election in the 11th and 15th Congressional Districts

SUMMARY

This Directive provides the certified form of the official ballot to be used in the August 3, 2021 Special Congressional Primary Election in Ohio's 11th and 15th Congressional Districts.

INSTRUCTIONS

Please note that, in lieu of issuing a separate Directive with specific details covering ballot layout, proofing, and quantities, the Secretary of State's Office is issuing only this Directive, which must be used in conjunction with [Chapter 4 \(Ballots\) of the Election Official Manual \("EOM"\)](#) when preparing ballots for this election. [Chapter 4 of the EOM](#) provides specific instructions on the following subjects:

- Ballot format;
- Voter instructions;
- Ballot stubs;
- Partisan primary elections;
- Seventeen-year-old voters;
- Candidate ballots (names, restrictions, political party, rotation, etc.);
- Questions and issues ballot;
- Ballot proofs;
- Overlaps;
- Bid requirements;
- Ballot quantities;
- Logic and accuracy testing; and
- Public test.

I. OFFICIAL FORM OF THE BALLOT

Each board of elections must provide a separate ballot for each political party, listing candidates for nomination in the Special Congressional Primary Election.¹ The names of all candidates who have not withdrawn must be arranged, rotated, and printed upon the ballot in accordance with the provisions of Ohio Revised Code Chapters 3505, 3506, and 3513 and [Chapter 4 of the EOM](#).

Offices for which candidates may be nominated are presented on the ballot first, followed by the questions and issues. Additional instructions on headings, ballot language, and percentage of votes can be found in [Chapter 4 of the EOM](#). Boards may also review the appropriate sections of the Ohio Revised Code, local charter (if applicable), and the Questions and Issues Handbook for ballot language and formatting.

Questions and issues must be grouped together in the following political subdivision order for elections held in 2021:²

- County
- Municipal
- Township
- School and Other Districts

No statewide issue will appear on the August 3, 2021 Ballot.

Each board of elections may determine the specific order in which the questions/issues within each group are placed on the ballot in that county; however, a board should adopt a method for doing so (i.e., ordered alphabetically or by date filed, etc.). Absentee ballots must contain identical ordering of issues within groups of regular ballots.

II. SEVENTEEN-YEAR OLD VOTERS

A 17-year old registered voter who will be 18 years old on or before November 2, 2021 may vote on the nomination of candidates for U.S. Representative in the Special Congressional Primary Election.³

III. WRITE-IN VOTE BLANK SPACE

If the most populous board of elections for the 11th or 15th Congressional District receives any valid declaration of intent to be a write-in candidate, a write-in space must be provided on the

¹ [R.C. 3513.13](#); If a city or village has adopted a charter or one of the three alternate forms of home rule government set forth in Revised Code Chapter 705 (i.e., commission plan, city manager plan, or federal plan), the board must refer to the charter or appropriate provisions of R.C. Chapter 705 to determine the following: what officers are to be elected; the term of each office to be elected; the method of nomination (e.g., partisan primary election, nonpartisan primary election, or nominating petition) for each office; and the form of the ballot, if such ballot is prescribed by charter.

² [Question and Issues Handbook](#), pp. 1-12; [R.C. 3505.06\(B\)](#).

³ [R.C. 3503.011](#) and [3503.07](#).

ballot.⁴ The board must not accept a declaration of intent to be a write-in candidate for any office for which the primary election has been eliminated pursuant to [R.C. 3513.32](#).

IV. CURING ABSENTEE BALLOT APPLICATIONS

If a board of elections receives an absentee ballot application that does not contain all of the required information, the board must promptly notify the voter of the additional information required. Boards must utilize telephone numbers and email addresses to complete this process as quickly as possible. However, if electronic contact is not possible, boards must attempt to correct the missing information by mail. Boards should ultimately retain a completed application from the voter at the board office.⁵

V. ABSENTEE BALLOTS


Each board of elections must have absentee ballots printed and ready for use by Friday, June 18, 2021 (46 days before the August 3, 2021 Special Congressional Primary Election) for Uniformed and Overseas Citizens Absentee Voting Act (“UOCAVA”) voters.⁶ Absentee voting, by mail and in-person for non-UOCAVA voters, begins on Wednesday, July 7, 2021.⁷

Boards of elections must send a copy of each absentee ballot (candidates and questions and issues) to the Secretary of State’s Office at least 47 days before the election, by Thursday, June 17, 2021. Absentee ballots must be uploaded to the SharePoint site.

The Secretary of State’s Office will issue a Directive regarding the unofficial and official canvass procedures for the August 3, 2021 Special Congressional Primary Election. That Directive will include additional information regarding the cure period for absentee and provisional ballots.

If you have any questions regarding this Directive or [Chapter 4 of the EOM](#), please contact the Secretary of State’s elections counsel at (614) 728-8789.

Yours in service,


Frank LaRose
Ohio Secretary of State

⁴ [R.C. 3513.14](#) and [3513.041](#).

⁵ [R.C. 3509.04\(A\)](#).

⁶ [R.C. 3511.04](#).

⁷ [R.C. 3509.01](#).

OFFICIAL (INSERT NAME OF POLITICAL PARTY) PRIMARY ELECTION BALLOT

A _____ County	B Primary Election	C August 3, 2021
Instructions to Voter <ul style="list-style-type: none"> To vote: completely darken the oval (●) to the left of your choice. Note the permitted number of choices directly below the title of each candidate office. Do not mark the ballot for more choices than allowed. If you mark the ballot for more choices than permitted, that contest or question will not be counted. To vote for a write-in candidate: completely darken the oval (●) to the left of the blank line and write in the candidate's name. Only votes cast for candidates who filed as write-in candidates can be counted. Do not write in a candidate's name if that person's name already is printed on the ballot for that same contest. If you make a mistake or want to change your vote: return your ballot to an election official and get a new ballot. You may ask for a new ballot up to two times. 	Special Congressional Primary Ballot <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> For Representative to Congress (_____ District) (Unexpired term ending 1-3-2023) (Vote for not more than 1) </div> <div style="margin-top: 5px;"> <input type="radio"/> Print Candidate Name <input type="radio"/> Print Candidate Name </div> <div style="text-align: center; margin-top: 20px;"> If applicable Insert: OFFICIAL QUESTIONS AND ISSUES BALLOT from this point forward </div> <div style="margin-top: 20px;"> Insert board member signatures </div>	Page 1 of 1
A 001 _____ TWP A	B 0001:1	C 001

This **SAMPLE** ballot provides the **CORRECT TITLE** and **ORDER OF OFFICES** for ballot layout for candidates for Representative to Congress for the August 2021 Special Congressional Primary Election. The space for a write-in candidate should be provided only if applicable. See ballot layout directive.



**Board Meeting
5-17-2021**

**THIS MEETING WAS HELD VIA TELECONFERENCE IN ACCORDANCE WITH
H.B. 197, 133rd G.A. §12 (2020)**

Attending:

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

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

The Cuyahoga County Board of Elections Meeting began at 9:32 a.m. Hereinafter referred to as the CCBOE/Board.

Chairman Hastings noted that all Board Members were in attendance, and Board Members' Davis Chappell and Lisa Stickan were present via video conference.

Agenda Item 1: Approval of the minutes from the May 3, 2021, Board Meeting.

Chairman Hastings moved to approve the minutes from the May 3, 2021, Board Meeting. Board Member Wondolowski seconded. The motion passed unanimously.

Agenda Item 2: Determination of the validity of provisional ballots and authorization to count provisional ballots from the May 4, 2021, Primary Election.

Betty Edwards, Registration Manager, presented the Provisional Report to the Board as provided in the board meeting materials.

Chairman Hastings moved to approve and count the provisional ballots from the May 4, 2021, Primary Election. Board Member Wondolowski seconded. The motion passed unanimously.

Agenda Item 3: Acknowledgement of resignations from and appointments to elected offices.

Chairman Hastings moved to acknowledge resignations from and appointments to elected offices. 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 4: Acknowledgement of Candidate Withdrawals

Chairman Hastings moved to acknowledge candidate withdrawals. Board Member Wondolowski seconded. The motion passed unanimously.

Agenda Item 5: Certification of Candidates to the August 3, 2021, 11th Congressional Primary Election

Chairman Hastings moved to certify the candidates for the August 3, 2021, 11th Congressional Primary Election. Board Member Wondolowski seconded. The motion passed unanimously.

Agenda Item 6: Certification of Independent Candidates to the November 2, 2021, General Election

Chairman Hastings moved to certify the Independent Candidates to the November 2, 2021, General Election. Board Member Wondolowski seconded. The motion passed unanimously.

Agenda Item 7: Approval of Personnel Agenda

Chairman Hastings moved to approve the personnel agenda as presented in the Board Packet. Board Member Wondolowski seconded. The motion passed unanimously.

NEW BUSINESS

- Director Perlatti stated that the certification of the May 4, 2021, Primary Election will take place at the May 25, 2021, Board Meeting. The need for an automatic recount for the May 4, 2021, is not likely. The paychecks for the May 4th Election Day workers were issued and mailed on May 14, 2021. The agenda for the May 25, 2021, meeting will include a request to purchase the Opex Rapid Mail Extractions Desks utilizing the grant funds.
- Chairman Hastings acknowledged the Board Members have received the draft of the first few chapters of the CCBOE Employee manual. Chairman Hastings commented it is clear to him that a lot of effort went into drafting this document and it well done. Director Perlatti commented that drafts of additional chapters will be forthcoming.

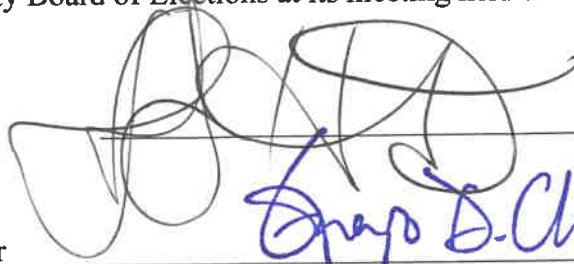
PUBLIC COMMENT

There was no public comment.

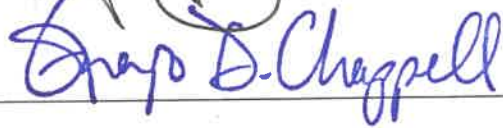
Chairman Hastings moved to adjourn at 9:42 a.m. Board Member Wondolowski seconded. The motion passed unanimously.

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 **May 17, 2021**.

Jeff Hastings, Chairman

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

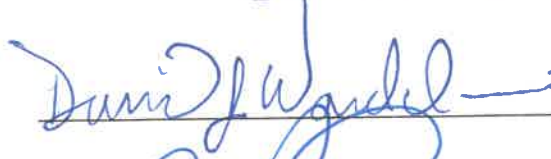
Inajo Davis Chappell, Board Member

A handwritten signature in blue ink, appearing to be "Inajo Davis Chappell", written over a horizontal line.

Lisa M. Stickan, Board Member

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

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

A handwritten signature in blue ink, appearing to be "Anthony Perlatti", written over a horizontal line.

May 4, 2021 Primary Election Official Canvass Certification Data

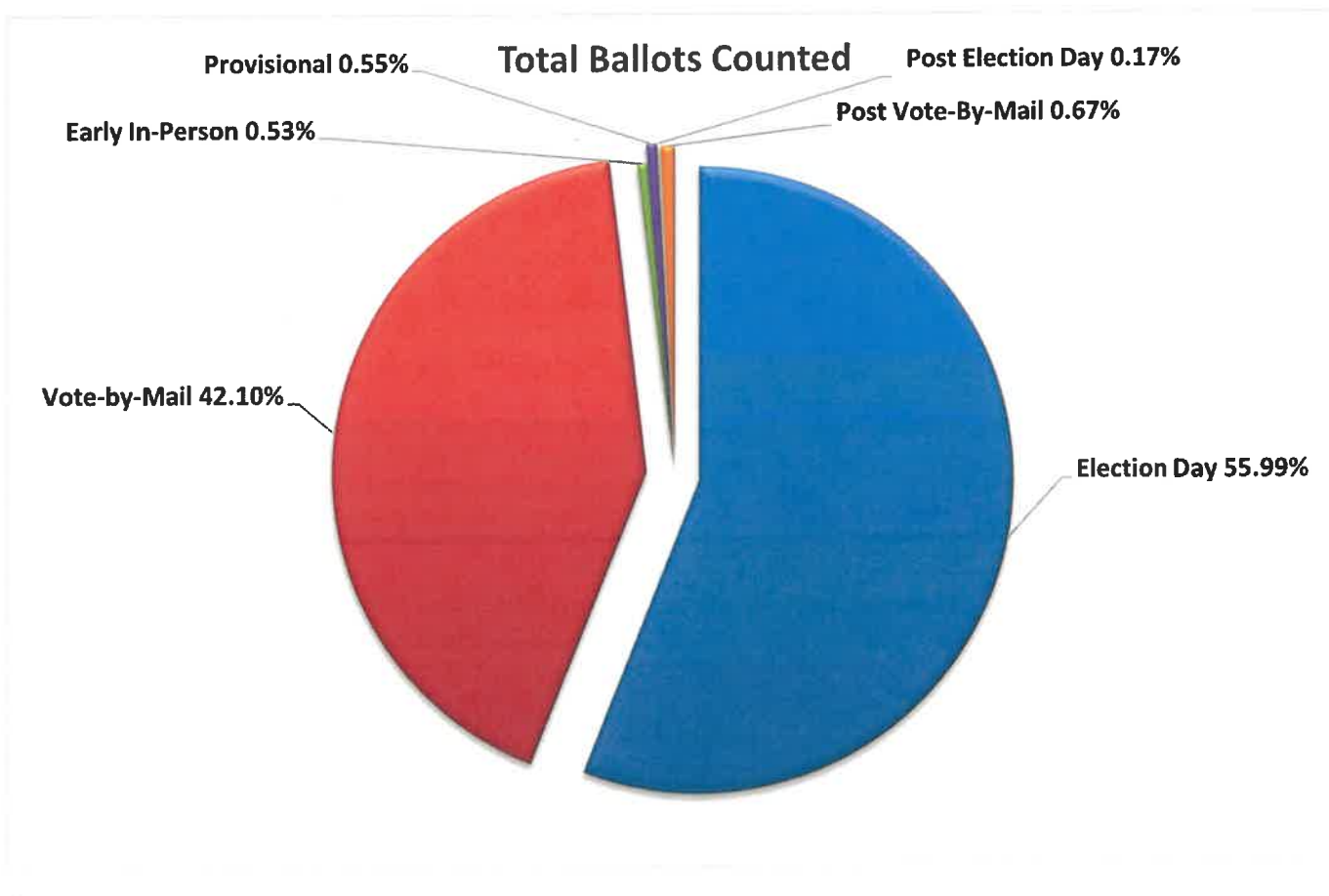
FINAL RESULTS

Official Election Results for the May 4, 2021 Primary Election are attached to the Election Summary Report.

SUMMARY OF OFFICIAL CANVASS

There were a total of 38,307 ballots tabulated for the May 4, 2021 Primary Election. Below is a breakdown of the ballots counted by category and a percentage of the total vote by category.

Category	Ballots Cast	Total Ballots Counted
<i>Election Day</i>	21,447	55.99%
<i>Vote-by-Mail</i>	16,127	42.10%
<i>Early In-Person</i>	202	0.53%
<i>Provisional</i>	209	0.55%
<i>Post Election Day</i>	65	0.17%
<i>Post Vote-By-Mail</i>	257	0.67%
Total	38,307	

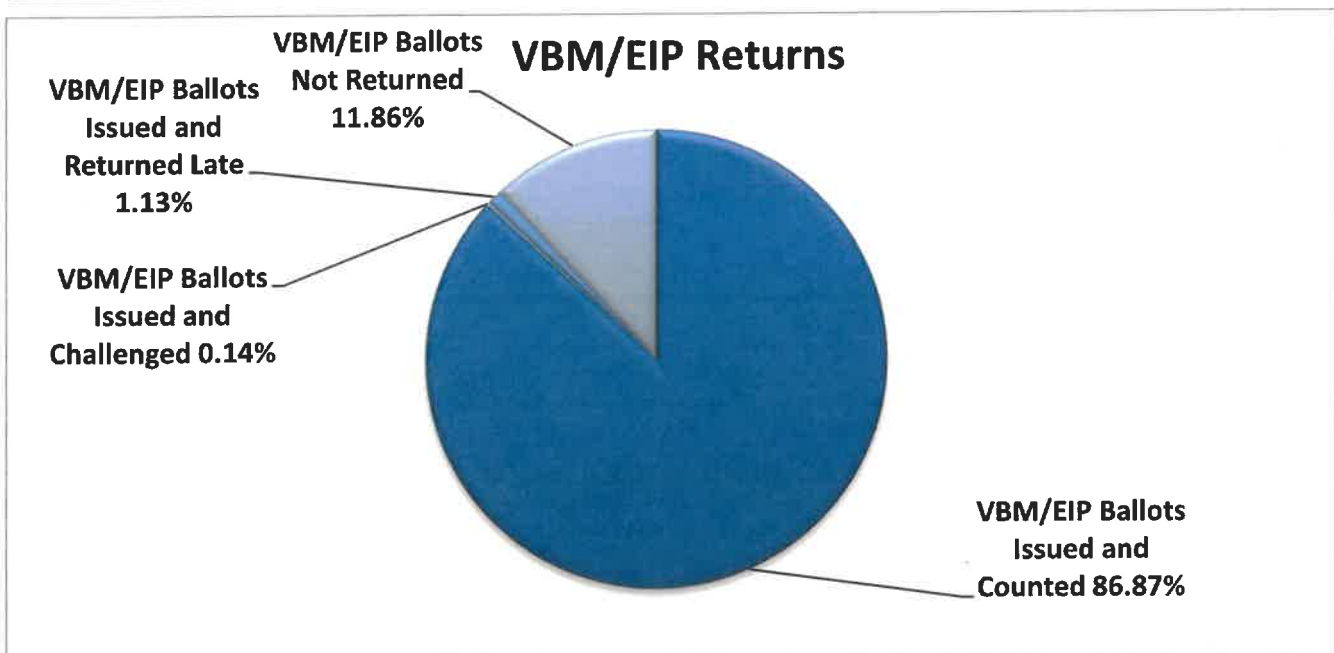


VOTE-BY-MAIL/EARLY IN-PERSON SUMMARY

VBM/EIP Data	Vote by Mail	Early In-Person	Military and Overseas	Total
Issued	18,876	202	15	19,093
Returned and Counted	16,380	202	4	16,586
Challenged	26	0	0	26
Returned Late	216	0	0	216
Not Returned	2,254	0	11	2,265

VBM/EIP Data - Challenge Rate	
Overall Return Rate	88.14%
Challenge Rate (Total)	1.44%
Challenge Rate (Late Removed)	0.16%

VBM/EIP Ballots Challenged	Number of Challenged Ballots	% of Total Challenged VBM
Ballot Not Returned With ID Envelope	11	42.31%
ID Invalid	4	15.38%
ID Not Provided	4	15.38%
Signature Not Provided	4	15.38%
ID Envelope Not Returned	3	11.54%
ID Envelope Incomplete	0	0.00%
Inactive	0	0.00%
Signature Invalid	0	0.00%
Stub Not Returned With Ballot	0	0.00%
Voter Moved; Ballot Received & Returned	0	0.00%
Wrong Voter Completed ID Envelope	0	0.00%
Total	26	



PROVISIONAL VOTING SUMMARY

A total of 219 Provisional Ballots were cast during the May 4, 2021 Primary Election. There were 217 on Election Day at polling locations and 2 during Early In-Person Voting. Of those ballots, 209 (95.43%) were valid and tabulated by the Ballot Department. There were 10 invalid Provisional Ballots, resulting in a 4.57% rejection rate for this election.

*The Provisional Rejection Rate is 0.48% when provisional voters who have already cast a VBM Ballot or are Not Registered are excluded.

Provisional Data		
Total Provisional Ballots Cast	219	
Valid Provisional Ballots (includes 2 Correct Location & 2 APRI remakes)	209	95.43%
Wrong Precinct, Correct Location of Valid Provisionals	2	0.96%
Rejected Provisional Ballots	10	4.57%
Rejection Category	Rejected	% of Total Rejections
Not Registered	8	80.00%
Missing DOB	1	10.00%
Voted Absentee	1	10.00%
Bad Address	0	0.00%
Empty Envelope	0	0.00%
Missing Address	0	0.00%
Missing ID	0	0.00%
No Printed Name	0	0.00%
No Signature	0	0.00%
Non-Matching ID	0	0.00%
Non-Matching Signature	0	0.00%
Voted Absentee - Challenged	0	0.00%
Voted Wrong County	0	0.00%
Voter Already Voted	0	0.00%
Wrong Precinct Wrong Location	0	0.00%

Provisional Ballots

Voted Absentee,
Not Registered,
Wrong County
4.11%

All Other Rejections
0.46%



BALLOT REMAKES

During the election, 42 ballot sheets were processed in accordance with the CCBOE Remake Policy (approved by the Board on May 17, 2013). The overall remake rate for this election was 0.253%. Excluding UOCAVA & Voted For Ineligible Contest, the remake rate for this election was 0.217%.

(*) 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.	25	59.52%
2 - Ballot contains indeterminate marks not made by the voter.	-	0.00%
3 - UOCAVA Ballot that cannot be accurately read by automatic tabulating equipment.	4	9.52%
4 - Ballot contains votes for ineligible contest(s).	2	4.76%
5 - Inadvertent mark made by the voter, resulting in the scanner detecting an over vote or an indeterminate mark.	3	7.14%
6 - Voter marked entire ballot contrary to the instruction listed at the beginning of the ballot.	4	9.52%
*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.	2	4.76%
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.	2	4.76%
*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	42	100.00%

Category	Remake Count	Percent of Total
Unofficial Canvass	26	61.90%
Official Canvass	16	38.10%
Total	42	100.000%

Category	Remakes Removed	Remake Rate
Regular VBM & Provisional Ballot Scanning	36	0.217%
UOCAVA & Voted For Ineligible Contest	6	0.036%
Total	42	0.253%

OVER VOTES

There were a total of 4 over votes recorded, resulting in a 0.01% over vote rate for the election.

VOTER HISTORY / BALLOT RECONCILIATION

One hundred ninety-six (196) precincts were involved in this election. Voter History is ongoing.

Ballot Reconciliation is currently being conducted.

RECOUNTS

There are no automatic recounts for this election.

The requested recount deadline is Tuesday, June 1st at 4:00 PM.

AUDIT

The post-election audit will be conducted beginning Monday, June 14th at 9:00 AM.

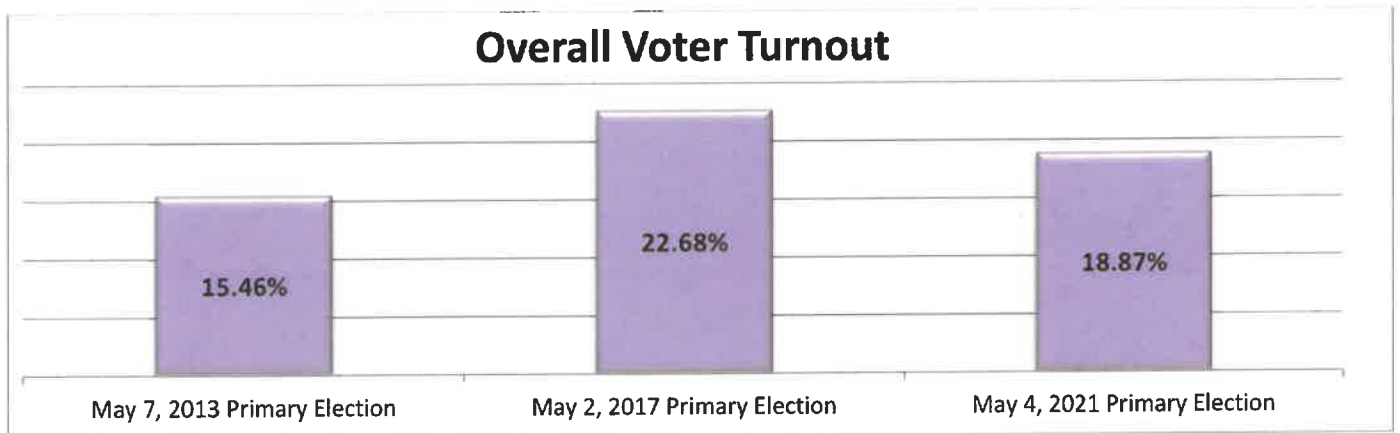
The audit will be conducted using the batch-based risk-limiting audit method.

- For Member of Council (Parma Ward 7)

HISTORICAL DATA

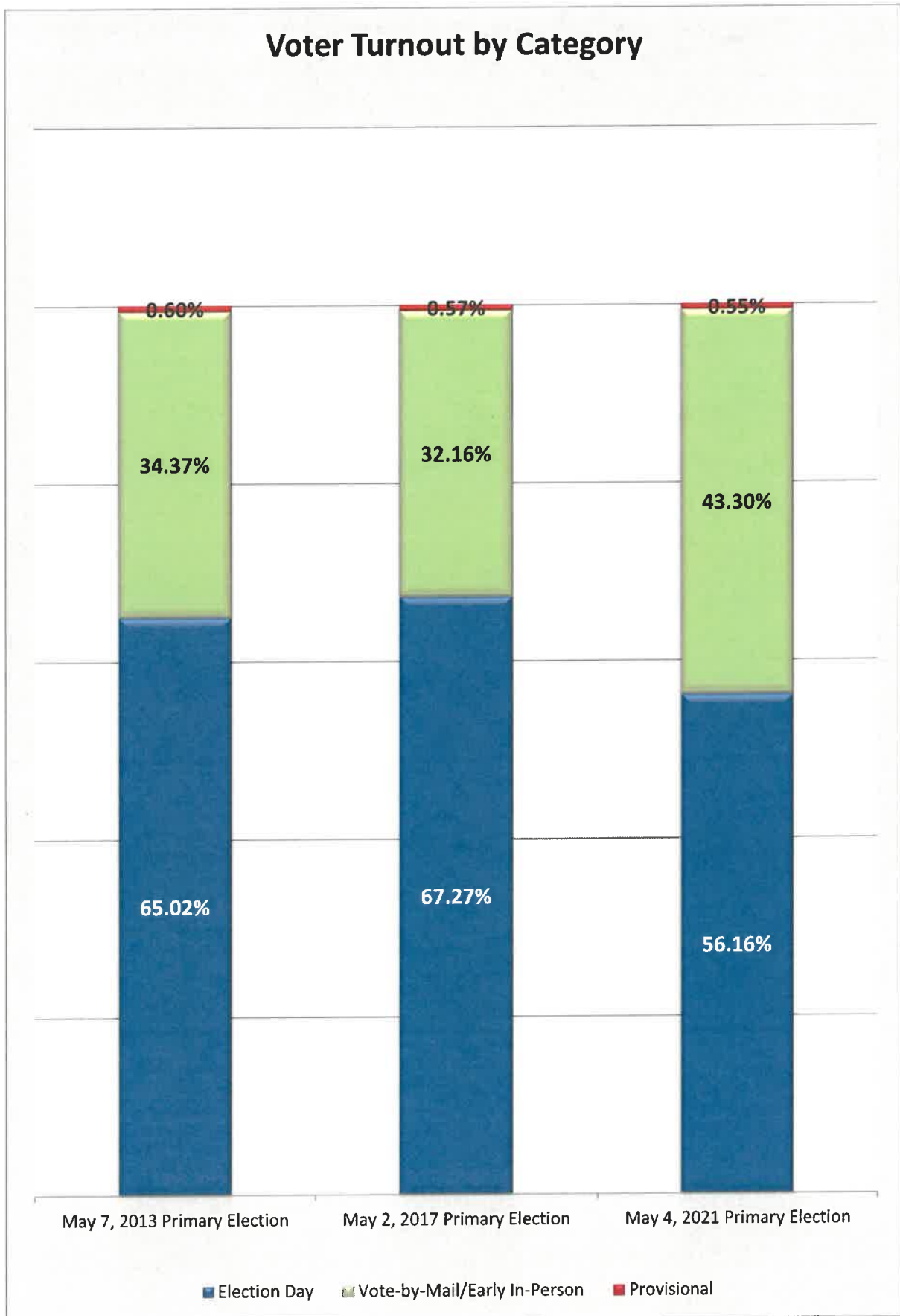
The following data sets and graphs include comparisons related to election information and voting method distributions (ballot categories).

	May 7, 2013 Primary Election	May 2, 2017 Primary Election	May 4, 2021 Primary Election
Precincts	181	205	196
Registered Voters	165,757	205,318	203,030
Ballots Cast - Counted	25,624	46,569	38,307
Election Day	16,660	31,324	21,447
Vote-by-Mail	8,766	14,562	16,127
Early In-Person	Included in VBM	Included in VBM	202
Provisional	154	265	209
Post Election Day	2	5	65
Post Vote-by-Mail	42	413	257
Voter Turnout	15.46%	22.68%	18.87%



Ballots Cast by Category - % of Total Ballots Cast

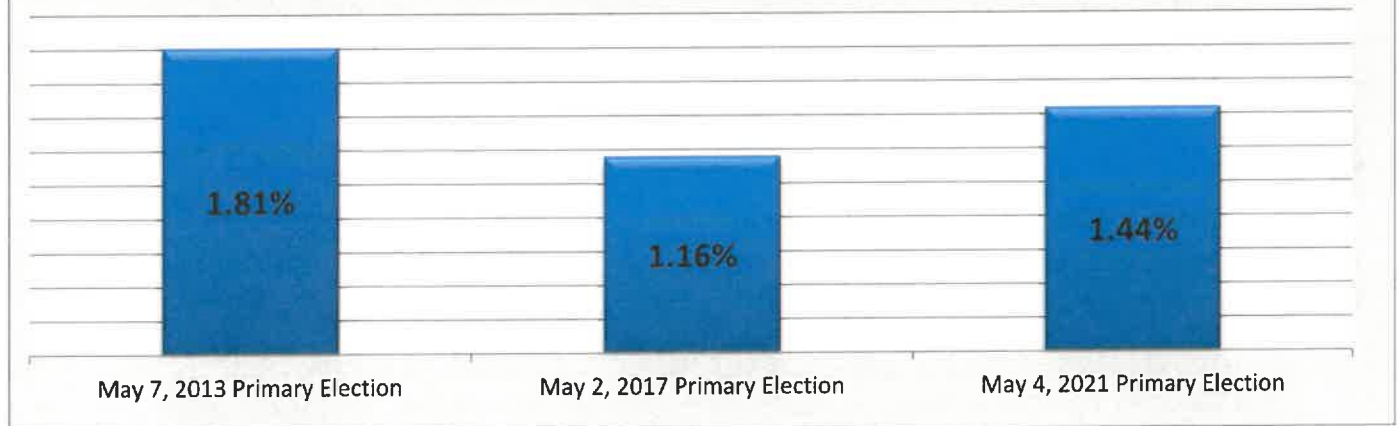
	May 7, 2013 Primary Election	May 2, 2017 Primary Election	May 4, 2021 Primary Election
Election Day	65.02%	67.27%	56.16%
Vote-by-Mail/Early In-Person	34.37%	32.16%	43.30%
Provisional	0.60%	0.57%	0.55%



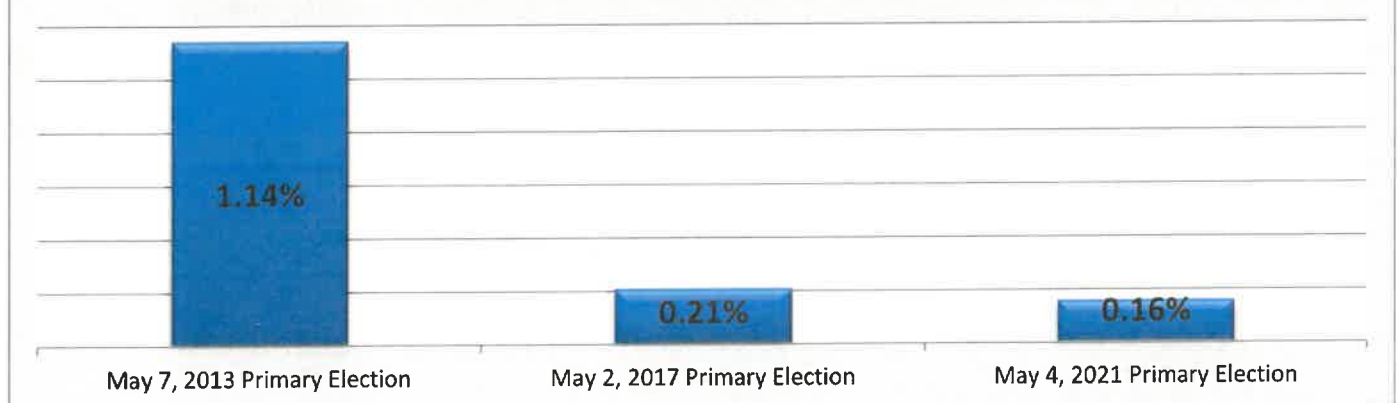
Vote-by-Mail Data

	May 7, 2013 Primary Election	May 2, 2017 Primary Election	May 4, 2021 Primary Election
VBM Ballots Issued	9,776	16,445	19,093
VBM Ballots Returned	8,909	15,005	16,828
VBM Ballots Counted	8,808	14,975	16,586
VBM Ballots Challenged	101	31	26
VBM Ballots Returned Late	60	143	216
VBM Ballots Issued and Returned	91.13%	91.24%	88.14%
VBM Ballots Returned and Counted	98.87%	99.80%	98.56%
VBM Ballots Returned and Challenged	1.81%	1.16%	1.44%
VBM Ballots Issued and Returned Late	0.61%	0.87%	1.13%
VBM Ballots Returned and Challenged (excluding late)	1.14%	0.21%	0.16%

Challenge Rate



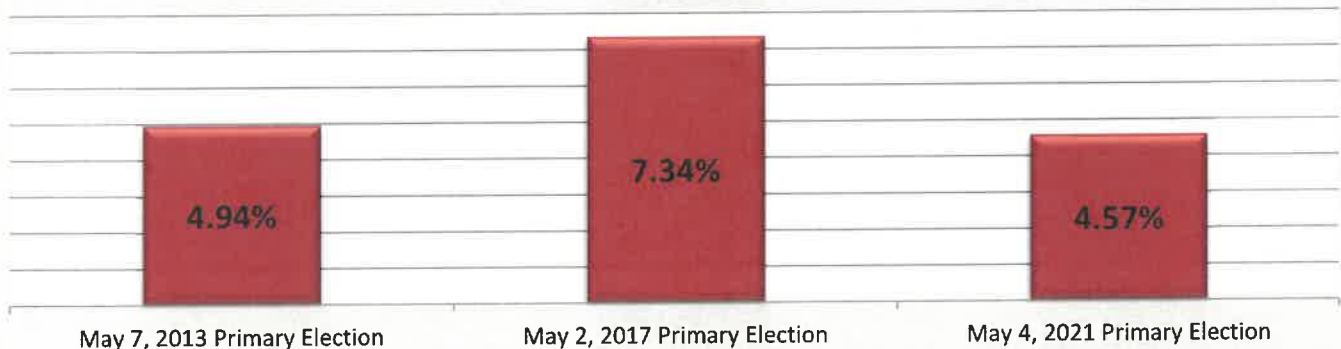
Challenge Rate (Excluding Late)



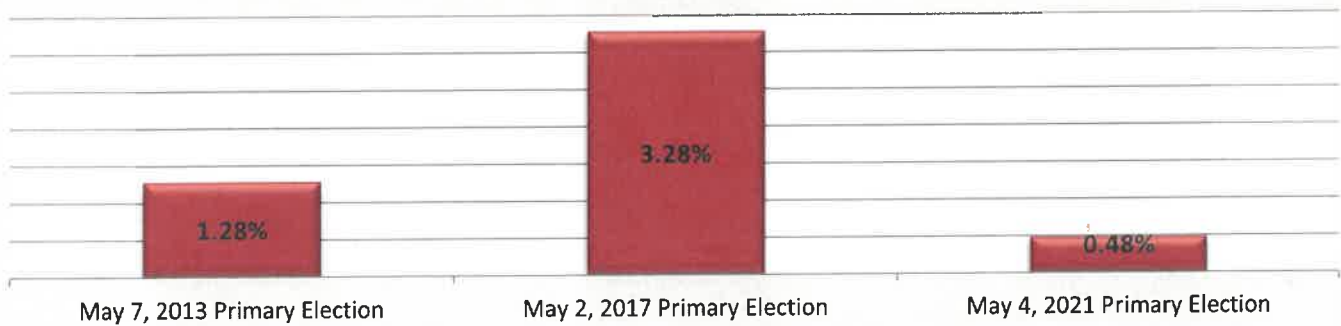
Provisional Data

	May 7, 2013 Primary Election	May 2, 2017 Primary Election	May 4, 2021 Primary Election
Provisional Ballots - CAST	162	286	219
Provisional Ballots - VALID	154	265	209
Provisional Ballots - REJECTED	8	21	10
% Valid of All Provisional Ballots Cast	95.06%	92.66%	95.43%
% Rejected of All Provisional Ballots Cast	4.94%	7.34%	4.57%
VBM Voters	1	3	1
Not Registered In The State of Ohio	5	9	8
Wrong Precinct, Wrong Location	2	0	0
Correct Location Remakes	0	2	2
% Rejected Not Including VBM & Not Registered	1.28%	3.28%	0.48%
% Wrong Precinct, Wrong Location	1.23%	0.00%	0.00%

Provisional Rejection Rate



Rejection Rate (Excluding Not Registered and VBM Voters)



SUMMARY REPT-GROUP DETAIL

May 4, 2021
Primary Election
Cuyahoga County, Ohio
STATISTICS

Official Results

Run Date:05/18/21 09:36 AM

	TOTAL VOTES	%	ED	VBM	EIP	Post ED	Post VBM	Prov
PRECINCTS COUNTED (OF 196)	196	100.00						
REGISTERED VOTERS - TOTAL	203,030							
BALLOTS CAST - TOTAL	38,307		21,447	16,127	202	65	257	209
BALLOTS CAST - Republican	604	1.58	402	189	5	1	1	6
BALLOTS CAST - Nonpartisan	37,703	98.42	21,045	15,938	197	64	256	203
BALLOTS CAST - BLANK	9	.02	4	5	0	0	0	0
VOTER TURNOUT - TOTAL		18.87						
VOTER TURNOUT - BLANK								
***** (Republican) *****								
PARMA COUNCIL WARD 07								
(VOTE FOR) 1								
(WITH 6 OF 6 PRECINCTS COUNTED)								
Danielle Downs	305	62.12	196	102	3	0	0	4
Alison Giraldo	186	37.88	122	58	2	1	1	2
Over Votes	0		0	0	0	0	0	0
Under Votes	113		84	29	0	0	0	0
***** (Nonpartisan) *****								
1 - Brecksville - Zoning Amendment								
(VOTE FOR) 1								
(WITH 10 OF 10 PRECINCTS COUNTED)								
Yes	1,943	90.54	1,094	815	14	0	9	11
No	203	9.46	129	74	0	0	0	0
Over Votes	0		0	0	0	0	0	0
Under Votes	0		0	0	0	0	0	0
2 - Fairview Park - Tax Levy (Renewal)								
(VOTE FOR) 1								
(WITH 13 OF 13 PRECINCTS COUNTED)								
For the Tax Levy	1,566	84.74	836	710	7	1	8	4
Against the Tax Levy	282	15.26	153	124	2	0	3	0
Over Votes	0		0	0	0	0	0	0
Under Votes	2		2	0	0	0	0	0
3 - Fairview Park - Municipal Income Tax (Renewal)								
(VOTE FOR) 1								
(WITH 13 OF 13 PRECINCTS COUNTED)								
For the Income Tax	1,513	81.83	803	690	7	0	9	4
Against the Income Tax	336	18.17	187	144	2	1	2	0
Over Votes	0		0	0	0	0	0	0
Under Votes	1		1	0	0	0	0	0
4 - Garfield Heights - Zoning Amendment								
(VOTE FOR) 1								
(WITH 19 OF 19 PRECINCTS COUNTED)								
Yes	706	69.49	180	509	7	1	8	1
No	310	30.51	87	211	3	4	5	0
Over Votes	0		0	0	0	0	0	0
Under Votes	0		0	0	0	0	0	0
5 - Pepper Pike - Zoning Amendment								
(VOTE FOR) 1								
(WITH 5 OF 5 PRECINCTS COUNTED)								
Yes	558	77.72	219	310	3	1	19	6
No	160	22.28	83	73	1	0	3	0
Over Votes	0		0	0	0	0	0	0
Under Votes	0		0	0	0	0	0	0
6 - Seven Hills - Tax Levy (Renewal)								
(VOTE FOR) 1								
(WITH 8 OF 8 PRECINCTS COUNTED)								
For the Tax Levy	1,977	69.69	1,059	883	10	0	10	15
Against the Tax Levy	860	30.31	499	345	3	3	3	7
Over Votes	1		0	1	0	0	0	0
Under Votes	9		8	1	0	0	0	0
7 - Strongsville - Tax Levy (Additional)								
(VOTE FOR) 1								
(WITH 30 OF 30 PRECINCTS COUNTED)								
For the Tax Levy	2,722	41.44	1,154	1,523	10	1	15	19
Against the Tax Levy	3,847	58.56	1,954	1,843	16	2	15	17
Over Votes	1		0	1	0	0	0	0
Under Votes	1		0	1	0	0	0	0
8 - Warrensville Heights - Tax Levy (Renewal)								
(VOTE FOR) 1								
(WITH 12 OF 12 PRECINCTS COUNTED)								
For the Tax Levy	503	82.19	173	280	17	7	20	6
Against the Tax Levy	109	17.81	31	70	1	2	5	0
Over Votes	0		0	0	0	0	0	0

Under Votes	1		1	0	0	0	0	0
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9 - North Olmsted CSD - Tax Levy (Additional)
(VOTE FOR) 1
(WITH 20 OF 20 PRECINCTS COUNTED)

For the Tax Levy	1,421	28.09	820	579	6	0	15	1
Against the Tax Levy.	3,638	71.91	2,182	1,407	5	2	27	15
Over Votes	0		0	0	0	0	0	0
Under Votes	0		0	0	0	0	0	0

10 - Parma CSD - Bond Issue and Tax Levy
(VOTE FOR) 1
(WITH 71 OF 71 PRECINCTS COUNTED)

For the Bond Issue and Levy	5,910	37.41	3,724	2,052	42	8	40	44
Against the Bond Issue and Levy	9,886	62.59	5,669	4,059	33	21	44	60
Over Votes	2		1	1	0	0	0	0
Under Votes	18		6	10	1	0	1	0

11 - Rocky River CSD - Tax Levy (Additional)
(VOTE FOR) 1
(WITH 17 OF 17 PRECINCTS COUNTED)

For the Tax Levy	2,117	46.49	1,363	709	17	7	12	9
Against the Tax Levy.	2,437	53.51	1,611	777	17	8	8	16
Over Votes	0		0	0	0	0	0	0
Under Votes	1		0	1	0	0	0	0



CUYAHOGA COUNTY
BOARD OF ELECTIONS

**May 4, 2021 Primary Election
Pre & Post Test Results**

1 Sign Off Sheet

2 Expected Results

3 Initial Zero Reports

4 Results Reports

5 Conclusion Zero Reports

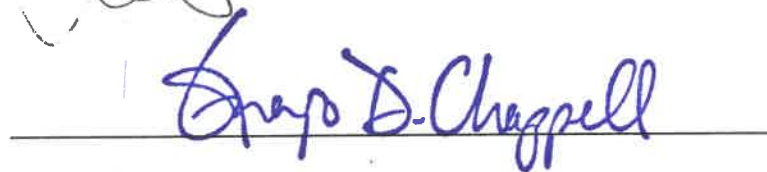
VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

May 4, 2021 Primary Election

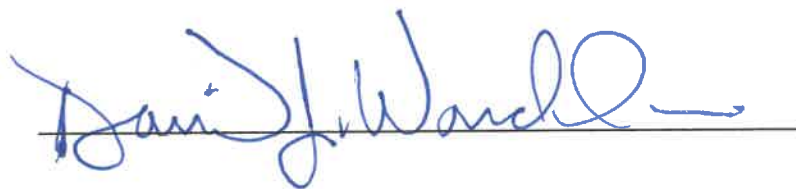
Election Pre & Post Test Acknowledgement Form – Results



Jeff Hastings



Inajo Davis Chappell



David J. Wondolowski



Lisa Stickan

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
STATISTICS

Expected Results Pub

Printed Date: 04/23/21 02:25 PM

Report EL45 Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 196)	196	100.00
REGISTERED VOTERS - TOTAL	203,030	
BALLOTS CAST - TOTAL	265	
BALLOTS CAST - Republican	10	3.77
BALLOTS CAST - Nonpartisan	255	96.23
BALLOTS CAST - BLANK	85	32.08
VOTER TURNOUT - TOTAL		.13
VOTER TURNOUT - BLANK		.04

SUMMARY REPORT

Run Date:04/23/21 02:25 PM

May 4, 2021
 Primary Election
 Cuyahoga County, Ohio
 Republican

Expected Results Pub

Report EL45 Page 002

VOTES PERCENT

PARMA COUNCIL WARD 07

(VOTE FOR) 1

(WITH 6 OF 6 COUNTED)

Danielle Downs.	. . . . .	1	25.00
Alison Giraldo.	. . . . .	3	75.00
Over Votes	. . . . .	3	
Under Votes	. . . . .	3	

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
Nonpartisan

Expected Results Pub

Run Date:04/23/21 02:25 PM

Report EL45 Page 003

VOTES PERCENT

VOTES PERCENT

1 - Brecksville - Zoning Amendment

(VOTE FOR) 1

(WITH 10 OF 10 COUNTED)

Yes	4	36.36
No.	7	63.64
Over Votes	10	
Under Votes	10	

2 - Fairview Park - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 13 OF 13 COUNTED)

For the Tax Levy	6	37.50
Against the Tax Levy.	10	62.50
Over Votes	13	
Under Votes	13	

3 - Fairview Park - Municipal Income Tax (Renewal)

(VOTE FOR) 1

(WITH 13 OF 13 COUNTED)

For the Income Tax	6	37.50
Against the Income Tax	10	62.50
Over Votes	13	
Under Votes	13	

4 - Garfield Heights - Zoning Amendment

(VOTE FOR) 1

(WITH 19 OF 19 COUNTED)

Yes	0	
No.	0	
Over Votes	0	
Under Votes	0	

5 - Pepper Pike - Zoning Amendment

(VOTE FOR) 1

(WITH 5 OF 5 COUNTED)

Yes	0	
No.	0	
Over Votes	0	
Under Votes	0	

6 - Seven Hills - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 8 OF 8 COUNTED)

For the Tax Levy	3	33.33
Against the Tax Levy.	6	66.67
Over Votes	8	
Under Votes	8	

7 - Strongsville - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 30 OF 30 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

8 - Warrensville Heights - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 12 OF 12 COUNTED)

For the Tax Levy	5	38.46
Against the Tax Levy.	8	61.54
Over Votes	12	
Under Votes	12	

9 - North Olmsted CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 20 OF 20 COUNTED)

For the Tax Levy	7	33.33
Against the Tax Levy.	14	66.67
Over Votes	20	
Under Votes	20	

10 - Parma CSD - Bond Issue and Tax Levy

(VOTE FOR) 1

(WITH 71 OF 71 COUNTED)

For the Bond Issue and Levy	5	29.41
Against the Bond Issue and Levy	12	70.59
Over Votes	14	
Under Votes	14	

11 - Rocky River CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 17 OF 17 COUNTED)

For the Tax Levy	7	35.00
Against the Tax Levy.	13	65.00
Over Votes	17	
Under Votes	17	

SUMMARY REPORT

May 4, 2021
 Primary Election
 Cuyahoga County, Ohio
 STATISTICS

Unofficial Pre Test 01

Date:05/04/21 06:37 PM

Report EL45 Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 196)	. . . *	0
REGISTERED VOTERS - TOTAL	. . . *	203,030
BALLOTS CAST - TOTAL	. . . *	0
BALLOTS CAST - Republican	. . . *	0
BALLOTS CAST - Nonpartisan	. . . *	0
BALLOTS CAST - BLANK	. . . *	0

SUMMARY REPORT

Run Date:05/04/21 06:37 PM

May 4, 2021
Primary Election
Cuyahoga County, Ohio
Republican

Unofficial Pre Test 01

Report EL45 Page 002

VOTES PERCENT

PARMA COUNCIL WARD 07

(VOTE FOR) 1

(WITH 0 OF 6 COUNTED)

Danielle Downs.	.	.	*	.	.	*	*	.	0
Alison Giraldo.	.	.	*	.	.	*	*	.	0
Over Votes	.	.	*	*	.	.	*	*	0
Under Votes	.	.	*	*	.	.	*	*	0

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
Nonpartisan

Unofficial Pre Test 01

Run Date:05/04/21 06:37 PM

Report EL45 Page 003

VOTES PERCENT

VOTES PERCENT

1 - Brecksville - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 10 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

2 - Fairview Park - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 13 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

3 - Fairview Park - Municipal Income Tax (Renewal)

(VOTE FOR) 1

(WITH 0 OF 13 COUNTED)

For the Income Tax	0
Against the Income Tax	0
Over Votes	0
Under Votes	0

4 - Garfield Heights - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 19 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

5 - Pepper Pike - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 5 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

6 - Seven Hills - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 8 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

7 - Strongsville - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 30 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

8 - Warrensville Heights - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 12 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

9 - North Olmsted CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 20 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

10 - Parma CSD - Bond Issue and Tax Levy

(VOTE FOR) 1

(WITH 0 OF 71 COUNTED)

For the Bond Issue and Levy	0
Against the Bond Issue and Levy	0
Over Votes	0
Under Votes	0

11 - Rocky River CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 17 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
STATISTICS

Unofficial Post Test 01

Date:05/04/21 10:08 PM

Report EL45 Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 196).	. . . . .	0
REGISTERED VOTERS - TOTAL .	. . . . .	203,030
BALLOTS CAST - TOTAL.	. . . . .	0
BALLOTS CAST - Republican .	. . . . .	0
BALLOTS CAST - Nonpartisan.	. . . . .	0
BALLOTS CAST - BLANK.	. . . . .	0

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
Republican

Unofficial Post Test 01

Run Date:05/04/21 10:08 PM

Report EL45 Page 002

VOTES PERCENT

PARMA COUNCIL WARD 07

(VOTE FOR) 1

(WITH 0 OF 6 COUNTED)

Danielle Downs.	0
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Alison Giraldo.	0
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Over Votes	0
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Under Votes 0

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
Nonpartisan

Unofficial Post Test 01

Run Date:05/04/21 10:08 PM

Report EL45 Page 003

VOTES PERCENT

VOTES PERCENT

1 - Brecksville - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 10 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

2 - Fairview Park - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 13 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

3 - Fairview Park - Municipal Income Tax (Renewal)

(VOTE FOR) 1

(WITH 0 OF 13 COUNTED)

For the Income Tax	0
Against the Income Tax	0
Over Votes	0
Under Votes	0

4 - Garfield Heights - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 19 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

5 - Pepper Pike - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 5 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

6 - Seven Hills - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 8 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

7 - Strongsville - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 30 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

8 - Warrensville Heights - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 12 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

9 - North Olmsted CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 20 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

10 - Parma CSD - Bond Issue and Tax Levy

(VOTE FOR) 1

(WITH 0 OF 71 COUNTED)

For the Bond Issue and Levy	0
Against the Bond Issue and Levy	0
Over Votes	0
Under Votes	0

11 - Rocky River CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 17 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

SUMMARY REPORT

May 4, 2021
 Primary Election
 Cuyahoga County, Ohio
 STATISTICS

Official Pre Test Zero1

Date:05/17/21 10:47 AM

Report EL45 Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 196).	0
REGISTERED VOTERS - TOTAL	203,030
BALLOTS CAST - TOTAL	0
BALLOTS CAST - Republican	0
BALLOTS CAST - Nonpartisan	0
BALLOTS CAST - BLANK	0

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
Republican

Official Pre Test Zero1

Run Date:05/17/21 10:47 AM

Report EL45 Page 002

VOTES PERCENT

PARMA COUNCIL WARD 07

(VOTE FOR) 1

(WITH 0 OF 6 COUNTED)

Danielle Downs.	.	*	*	.	.	*	*	.	0
Alison Giraldo.	.	*	*	.	.	*	*	.	0
Over Votes	.	*	*	.	.	*	*	.	0
Under Votes	.	*	*	.	.	*	*	.	0

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
Nonpartisan

Official Pre Test Zero1

Run Date:05/17/21 10:47 AM

Report EL45 Page 003

VOTES PERCENT

VOTES PERCENT

1 - Brecksville - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 10 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

2 - Fairview Park - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 13 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

3 - Fairview Park - Municipal Income Tax (Renewal)

(VOTE FOR) 1

(WITH 0 OF 13 COUNTED)

For the Income Tax	0
Against the Income Tax	0
Over Votes	0
Under Votes	0

4 - Garfield Heights - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 19 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

5 - Pepper Pike - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 5 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

6 - Seven Hills - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 8 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

7 - Strongsville - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 30 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

8 - Warrensville Heights - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 12 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

9 - North Olmsted CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 20 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

10 - Parma CSD - Bond Issue and Tax Levy

(VOTE FOR) 1

(WITH 0 OF 71 COUNTED)

For the Bond Issue and Levy	0
Against the Bond Issue and Levy	0
Over Votes	0
Under Votes	0

11 - Rocky River CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 17 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

SUMMARY REPORT

May 4, 2021
 Primary Election
 Cuyahoga County, Ohio
 STATISTICS

Official Post Test Zero1

Date:05/21/21 10:53 AM

Report EL45 Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 196).	0
REGISTERED VOTERS - TOTAL	203,030
BALLOTS CAST - TOTAL	0
BALLOTS CAST - Republican	0
BALLOTS CAST - Nonpartisan	0
BALLOTS CAST - BLANK	0

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
Republican

Official Post Test Zero1

Run Date:05/21/21 10:53 AM

Report EL45 Page 002

VOTES PERCENT

PARMA COUNCIL WARD 07

(VOTE FOR) 1

(WITH 0 OF 6 COUNTED)

Danielle Downs. 0

Alison Giraldo. 0

Over Votes	0
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Under Votes . . . 0

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
Nonpartisan

Official Post Test Zero1

Run Date:05/21/21 10:53 AM

Report EL45 Page 003

VOTES PERCENT

VOTES PERCENT

1 - Brecksville - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 10 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

2 - Fairview Park - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 13 COUNTED)

For the Tax Levy	0
Against the Tax Levy	0
Over Votes	0
Under Votes	0

3 - Fairview Park - Municipal Income Tax (Renewal)

(VOTE FOR) 1

(WITH 0 OF 13 COUNTED)

For the Income Tax	0
Against the Income Tax	0
Over Votes	0
Under Votes	0

4 - Garfield Heights - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 19 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

5 - Pepper Pike - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 5 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

6 - Seven Hills - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 8 COUNTED)

For the Tax Levy	0
Against the Tax Levy	0
Over Votes	0
Under Votes	0

7 - Strongsville - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 30 COUNTED)

For the Tax Levy	0
Against the Tax Levy	0
Over Votes	0
Under Votes	0

8 - Warrensville Heights - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 12 COUNTED)

For the Tax Levy	0
Against the Tax Levy	0
Over Votes	0
Under Votes	0

9 - North Olmsted CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 20 COUNTED)

For the Tax Levy	0
Against the Tax Levy	0
Over Votes	0
Under Votes	0

10 - Parma CSD - Bond Issue and Tax Levy

(VOTE FOR) 1

(WITH 0 OF 71 COUNTED)

For the Bond Issue and Levy	0
Against the Bond Issue and Levy	0
Over Votes	0
Under Votes	0

11 - Rocky River CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 17 COUNTED)

For the Tax Levy	0
Against the Tax Levy	0
Over Votes	0
Under Votes	0

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
STATISTICS

Unofficial Pre Test

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Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 196)	196	100.00
REGISTERED VOTERS - TOTAL	203,030	
BALLOTS CAST - TOTAL	. . . . .	265	
BALLOTS CAST - Republican	. . . . .	10	3.77
BALLOTS CAST - Nonpartisan	. . . . .	255	96.23
BALLOTS CAST - BLANK	85	32.08
VOTER TURNOUT - TOTAL13
VOTER TURNOUT - BLANK04

SUMMARY REPORT

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May 4, 2021
Primary Election
Cuyahoga County, Ohio
Republican

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Page 002

VOTES PERCENT

PARMA COUNCIL WARD 07

(VOTE FOR) 1

(WITH 6 OF 6 COUNTED)

Danielle Downs.	.	*	*	*	.	.	*	.	1	25.00
Alison Giraldo.	.	*	*	*	.	.	*	.	3	75.00
Over Votes	.	.	.	*	*	.	*	.	3	
Under Votes	.	.	*	*	*	.	*	.	3	

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
Nonpartisan

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Page 003

VOTES PERCENT

VOTES PERCENT

1 - Brecksville - Zoning Amendment

(VOTE FOR) 1

(WITH 10 OF 10 COUNTED)

Yes	4	36.36
No.	7	63.64
Over Votes	10	
Under Votes	10	

2 - Fairview Park - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 13 OF 13 COUNTED)

For the Tax Levy	6	37.50
Against the Tax Levy.	10	62.50
Over Votes	13	
Under Votes	13	

3 - Fairview Park - Municipal Income Tax (Renewal)

(VOTE FOR) 1

(WITH 13 OF 13 COUNTED)

For the Income Tax	6	37.50
Against the Income Tax	10	62.50
Over Votes	13	
Under Votes	13	

4 - Garfield Heights - Zoning Amendment

(VOTE FOR) 1

(WITH 19 OF 19 COUNTED)

Yes	0	
No.	0	
Over Votes	0	
Under Votes	0	

5 - Pepper Pike - Zoning Amendment

(VOTE FOR) 1

(WITH 5 OF 5 COUNTED)

Yes	0	
No.	0	
Over Votes	0	
Under Votes	0	

6 - Seven Hills - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 8 OF 8 COUNTED)

For the Tax Levy	3	33.33
Against the Tax Levy.	6	66.67
Over Votes	8	
Under Votes	8	

7 - Strongsville - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 30 OF 30 COUNTED)

For the Tax Levy	0	
Against the Tax Levy.	0	
Over Votes	0	
Under Votes	0	

8 - Warrensville Heights - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 12 OF 12 COUNTED)

For the Tax Levy	5	38.46
Against the Tax Levy.	8	61.54
Over Votes	12	
Under Votes	12	

9 - North Olmsted CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 20 OF 20 COUNTED)

For the Tax Levy	7	33.33
Against the Tax Levy.	14	66.67
Over Votes	20	
Under Votes	20	

10 - Parma CSD - Bond Issue and Tax Levy

(VOTE FOR) 1

(WITH 71 OF 71 COUNTED)

For the Bond Issue and Levy	5	29.41
Against the Bond Issue and Levy	12	70.59
Over Votes	14	
Under Votes	14	

11 - Rocky River CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 17 OF 17 COUNTED)

For the Tax Levy	7	35.00
Against the Tax Levy.	13	65.00
Over Votes	17	
Under Votes	17	

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
STATISTICS

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Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 196).	196	100.00
REGISTERED VOTERS - TOTAL	203,030	
BALLOTS CAST - TOTAL.	265	
BALLOTS CAST - Republican	10	3.77
BALLOTS CAST - Nonpartisan.	255	96.23
BALLOTS CAST - BLANK.	85	32.08
VOTER TURNOUT - TOTAL		.13
VOTER TURNOUT - BLANK		.04

SUMMARY REPORT

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May 4, 2021
Primary Election
Cuyahoga County, Ohio
Republican

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VOTES PERCENT

PARMA COUNCIL WARD 07

(VOTE FOR) 1

(WITH 6 OF 6 COUNTED)

Danielle Downs.	1	25.00
Alison Giraldo.	. . . . .	3	75.00
Over Votes .	. . . . .	3	
Under Votes .	. . . . .	3	

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
Nonpartisan

Unofficial Post Test

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VOTES PERCENT

VOTES PERCENT

1 - Brecksville - Zoning Amendment

(VOTE FOR) 1

(WITH 10 OF 10 COUNTED)

Yes	4	36.36
No.	7	63.64
Over Votes	10	
Under Votes	10	

2 - Fairview Park - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 13 OF 13 COUNTED)

For the Tax Levy	6	37.50
Against the Tax Levy.	10	62.50
Over Votes	13	
Under Votes	13	

3 - Fairview Park - Municipal Income Tax (Renewal)

(VOTE FOR) 1

(WITH 13 OF 13 COUNTED)

For the Income Tax	6	37.50
Against the Income Tax	10	62.50
Over Votes	13	
Under Votes	13	

4 - Garfield Heights - Zoning Amendment

(VOTE FOR) 1

(WITH 19 OF 19 COUNTED)

Yes	0	
No.	0	
Over Votes	0	
Under Votes	0	

5 - Pepper Pike - Zoning Amendment

(VOTE FOR) 1

(WITH 5 OF 5 COUNTED)

Yes	0	
No.	0	
Over Votes	0	
Under Votes	0	

6 - Seven Hills - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 8 OF 8 COUNTED)

For the Tax Levy	3	33.33
Against the Tax Levy.	6	66.67
Over Votes	8	
Under Votes	8	

7 - Strongsville - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 30 OF 30 COUNTED)

For the Tax Levy	0	
Against the Tax Levy.	0	
Over Votes	0	
Under Votes	0	

8 - Warrensville Heights - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 12 OF 12 COUNTED)

For the Tax Levy	5	38.46
Against the Tax Levy.	8	61.54
Over Votes	12	
Under Votes	12	

9 - North Olmsted CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 20 OF 20 COUNTED)

For the Tax Levy	7	33.33
Against the Tax Levy.	14	66.67
Over Votes	20	
Under Votes	20	

10 - Parma CSD - Bond Issue and Tax Levy

(VOTE FOR) 1

(WITH 71 OF 71 COUNTED)

For the Bond Issue and Levy	5	29.41
Against the Bond Issue and Levy	12	70.59
Over Votes	14	
Under Votes	14	

11 - Rocky River CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 17 OF 17 COUNTED)

For the Tax Levy	7	35.00
Against the Tax Levy.	13	65.00
Over Votes	17	
Under Votes	17	

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
STATISTICS

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Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 196)	196	100.00
REGISTERED VOTERS - TOTAL	203,030	
BALLOTS CAST - TOTAL	265	
BALLOTS CAST - Republican	10	3.77
BALLOTS CAST - Nonpartisan	255	96.23
BALLOTS CAST - BLANK	85	32.08
VOTER TURNOUT - TOTAL		.13
VOTER TURNOUT - BLANK		.04

SUMMARY REPORT

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May 4, 2021
Primary Election
Cuyahoga County, Ohio
Republican

Official Pre Test

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Page 002

VOTES PERCENT

PARMA COUNCIL WARD 07

(VOTE FOR) 1

(WITH 6 OF 6 COUNTED)

Danielle Downs.	1	25.00
Alison Giraldo.	.	.	.	.	.	.	.	3	75.00
Over Votes .	.	.	.	.	.	.	.	3	
Under Votes .	.	.	.	.	.	.	.	3	

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
Nonpartisan

Official Pre Test

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VOTES PERCENT

VOTES PERCENT

1 - Brecksville - Zoning Amendment

(VOTE FOR) 1

(WITH 10 OF 10 COUNTED)

Yes	4	36.36
No.	7	63.64
Over Votes	10	
Under Votes	10	

2 - Fairview Park - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 13 OF 13 COUNTED)

For the Tax Levy	6	37.50
Against the Tax Levy.	10	62.50
Over Votes	13	
Under Votes	13	

3 - Fairview Park - Municipal Income Tax (Renewal)

(VOTE FOR) 1

(WITH 13 OF 13 COUNTED)

For the Income Tax	6	37.50
Against the Income Tax	10	62.50
Over Votes	13	
Under Votes	13	

4 - Garfield Heights - Zoning Amendment

(VOTE FOR) 1

(WITH 19 OF 19 COUNTED)

Yes	0	
No.	0	
Over Votes	0	
Under Votes	0	

5 - Pepper Pike - Zoning Amendment

(VOTE FOR) 1

(WITH 5 OF 5 COUNTED)

Yes	0	
No.	0	
Over Votes	0	
Under Votes	0	

6 - Seven Hills - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 8 OF 8 COUNTED)

For the Tax Levy	3	33.33
Against the Tax Levy.	6	66.67
Over Votes	8	
Under Votes	8	

7 - Strongsville - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 30 OF 30 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

8 - Warrensville Heights - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 12 OF 12 COUNTED)

For the Tax Levy	5	38.46
Against the Tax Levy.	8	61.54
Over Votes	12	
Under Votes	12	

9 - North Olmsted CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 20 OF 20 COUNTED)

For the Tax Levy	7	33.33
Against the Tax Levy.	14	66.67
Over Votes	20	
Under Votes	20	

10 - Parma CSD - Bond Issue and Tax Levy

(VOTE FOR) 1

(WITH 71 OF 71 COUNTED)

For the Bond Issue and Levy	5	29.41
Against the Bond Issue and Levy	12	70.59
Over Votes	14	
Under Votes	14	

11 - Rocky River CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 17 OF 17 COUNTED)

For the Tax Levy	7	35.00
Against the Tax Levy.	13	65.00
Over Votes	17	
Under Votes	17	

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
STATISTICS

Official Post Test

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Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 196)	196	100.00
REGISTERED VOTERS - TOTAL	203,030	
BALLOTS CAST - TOTAL	265	
BALLOTS CAST - Republican	10	3.77
BALLOTS CAST - Nonpartisan	255	96.23
BALLOTS CAST - BLANK	85	32.08
VOTER TURNOUT - TOTAL		.13
VOTER TURNOUT - BLANK		.04

SUMMARY REPORT

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Primary Election
Cuyahoga County, Ohio
Republican

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Page 002

VOTES PERCENT

PARMA COUNCIL WARD 07

(VOTE FOR) 1

(WITH 6 OF 6 COUNTED)

Danielle Downs.	1	25.00
Alison Giraldo.	. . . . .	3	75.00
Over Votes .	. . . . .	3	
Under Votes .	. . . . .	3	

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
Nonpartisan

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VOTES PERCENT

VOTES PERCENT

1 - Brecksville - Zoning Amendment

(VOTE FOR) 1

(WITH 10 OF 10 COUNTED)

Yes	4	36.36
No.	7	63.64
Over Votes	10	
Under Votes	10	

2 - Fairview Park - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 13 OF 13 COUNTED)

For the Tax Levy	6	37.50
Against the Tax Levy.	10	62.50
Over Votes	13	
Under Votes	13	

3 - Fairview Park - Municipal Income Tax (Renewal)

(VOTE FOR) 1

(WITH 13 OF 13 COUNTED)

For the Income Tax	6	37.50
Against the Income Tax	10	62.50
Over Votes	13	
Under Votes	13	

4 - Garfield Heights - Zoning Amendment

(VOTE FOR) 1

(WITH 19 OF 19 COUNTED)

Yes	0	
No.	0	
Over Votes	0	
Under Votes	0	

5 - Pepper Pike - Zoning Amendment

(VOTE FOR) 1

(WITH 5 OF 5 COUNTED)

Yes	0	
No.	0	
Over Votes	0	
Under Votes	0	

6 - Seven Hills - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 8 OF 8 COUNTED)

For the Tax Levy	3	33.33
Against the Tax Levy.	6	66.67
Over Votes	8	
Under Votes	8	

7 - Strongsville - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 30 OF 30 COUNTED)

For the Tax Levy	0	
Against the Tax Levy.	0	
Over Votes	0	
Under Votes	0	

8 - Warrensville Heights - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 12 OF 12 COUNTED)

For the Tax Levy	5	38.46
Against the Tax Levy.	8	61.54
Over Votes	12	
Under Votes	12	

9 - North Olmsted CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 20 OF 20 COUNTED)

For the Tax Levy	7	33.33
Against the Tax Levy.	14	66.67
Over Votes	20	
Under Votes	20	

10 - Parma CSD - Bond Issue and Tax Levy

(VOTE FOR) 1

(WITH 71 OF 71 COUNTED)

For the Bond Issue and Levy	5	29.41
Against the Bond Issue and Levy	12	70.59
Over Votes	14	
Under Votes	14	

11 - Rocky River CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 17 OF 17 COUNTED)

For the Tax Levy	7	35.00
Against the Tax Levy.	13	65.00
Over Votes	17	
Under Votes	17	

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
STATISTICS

Unofficial Pre Test 02

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Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 196)	0
REGISTERED VOTERS - TOTAL	203,030
BALLOTS CAST - TOTAL	0
BALLOTS CAST - Republican	0
BALLOTS CAST - Nonpartisan	0
BALLOTS CAST - BLANK	0

SUMMARY REPORT

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May 4, 2021
Primary Election
Cuyahoga County, Ohio
Republican

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VOTES PERCENT

PARMA COUNCIL WARD 07

(VOTE FOR) 1

(WITH 0 OF 6 COUNTED)

Danielle Downs.	.	.	*	*	.	.	*	*	0
Alison Giraldo.	.	.	.	*	.	.	*	*	0
Over Votes	.	.	*	*	.	.	*	*	0
Under Votes	.	.	*	*	.	.	*	*	0

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VOTES PERCENT

VOTES PERCENT

1 - Brecksville - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 10 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

2 - Fairview Park - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 13 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

3 - Fairview Park - Municipal Income Tax (Renewal)

(VOTE FOR) 1

(WITH 0 OF 13 COUNTED)

For the Income Tax	0
Against the Income Tax	0
Over Votes	0
Under Votes	0

Garfield Heights - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 19 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

5 - Pepper Pike - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 5 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

6 - Seven Hills - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 8 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

7 - Strongsville - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 30 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

8 - Warrensville Heights - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 12 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

9 - North Olmsted CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 20 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

10 - Parma CSD - Bond Issue and Tax Levy

(VOTE FOR) 1

(WITH 0 OF 71 COUNTED)

For the Bond Issue and Levy	0
Against the Bond Issue and Levy	0
Over Votes	0
Under Votes	0

11 - Rocky River CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 17 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
STATISTICS

Unofficial Post Test 02

Date:05/04/21 10:13 PM

Report EL45 Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 196).	. . . . .	0
REGISTERED VOTERS - TOTAL	. . . . .	203,030
BALLOTS CAST - TOTAL.	. . . . .	0
BALLOTS CAST - Republican	. . . . .	0
BALLOTS CAST - Nonpartisan.	. . . . .	0
BALLOTS CAST - BLANK.	. . . . .	0

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
Republican

Unofficial Post Test 02

Run Date:05/04/21 10:13 PM

Report EL45 Page 002

VOTES PERCENT

PARMA COUNCIL WARD 07

(VOTE FOR) 1

(WITH 0 OF 6 COUNTED)

Danielle Downs.	0
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Alison Giraldo.	0
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Over Votes	0
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Under Votes 0

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
Nonpartisan

Unofficial Post Test 02

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Report EL45 Page 003

VOTES PERCENT

VOTES PERCENT

1 - Brecksville - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 10 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

2 - Fairview Park - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 13 COUNTED)

For the Tax Levy	0
Against the Tax Levy	0
Over Votes	0
Under Votes	0

3 - Fairview Park - Municipal Income Tax (Renewal)

(VOTE FOR) 1

(WITH 0 OF 13 COUNTED)

For the Income Tax	0
Against the Income Tax	0
Over Votes	0
Under Votes	0

4 - Garfield Heights - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 19 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

5 - Pepper Pike - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 5 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

6 - Seven Hills - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 8 COUNTED)

For the Tax Levy	0
Against the Tax Levy	0
Over Votes	0
Under Votes	0

7 - Strongsville - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 30 COUNTED)

For the Tax Levy	0
Against the Tax Levy	0
Over Votes	0
Under Votes	0

8 - Warrensville Heights - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 12 COUNTED)

For the Tax Levy	0
Against the Tax Levy	0
Over Votes	0
Under Votes	0

9 - North Olmsted CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 20 COUNTED)

For the Tax Levy	0
Against the Tax Levy	0
Over Votes	0
Under Votes	0

10 - Parma CSD - Bond Issue and Tax Levy

(VOTE FOR) 1

(WITH 0 OF 71 COUNTED)

For the Bond Issue and Levy	0
Against the Bond Issue and Levy	0
Over Votes	0
Under Votes	0

11 - Rocky River CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 17 COUNTED)

For the Tax Levy	0
Against the Tax Levy	0
Over Votes	0
Under Votes	0

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
STATISTICS

Official Pre Test Zero2

Date:05/17/21 11:00 AM

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VOTES PERCENT

PRECINCTS COUNTED (OF 196).	0
REGISTERED VOTERS - TOTAL	203,030
BALLOTS CAST - TOTAL.	.	.	.	.	0
BALLOTS CAST - Republican	.	.	.	.	0
BALLOTS CAST - Nonpartisan.	.	.	.	.	0
BALLOTS CAST - BLANK.	.	.	.	.	0

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
Republican

Official Pre Test Zero2

Run Date:05/17/21 11:00 AM

Report EL45 Page 002

VOTES PERCENT

PARMA COUNCIL WARD 07

(VOTE FOR) 1

(WITH 0 OF 6 COUNTED)

Danielle Downs.	0
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Alison Giraldo.	0
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Over Votes	0
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Under Votes 0

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Report EL45 Page 003

VOTES PERCENT

VOTES PERCENT

1 - Brecksville - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 10 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

2 - Fairview Park - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 13 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

3 - Fairview Park - Municipal Income Tax (Renewal)

(VOTE FOR) 1

(WITH 0 OF 13 COUNTED)

For the Income Tax	0
Against the Income Tax	0
Over Votes	0
Under Votes	0

Garfield Heights - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 19 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

5 - Pepper Pike - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 5 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

6 - Seven Hills - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 8 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

7 - Strongsville - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 30 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

8 - Warrensville Heights - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 12 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

9 - North Olmsted CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 20 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

10 - Parma CSD - Bond Issue and Tax Levy

(VOTE FOR) 1

(WITH 0 OF 71 COUNTED)

For the Bond Issue and Levy	0
Against the Bond Issue and Levy	0
Over Votes	0
Under Votes	0

11 - Rocky River CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 17 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
STATISTICS

Official Post Test Zero2

Report EL45 Page 001

Date:05/21/21 10:58 AM

VOTES PERCENT

PRECINCTS COUNTED (OF 196).	. . . .	0
REGISTERED VOTERS - TOTAL .	. . . .	203,030
BALLOTS CAST - TOTAL. . . .	. . . .	0
BALLOTS CAST - Republican .	. . . .	0
BALLOTS CAST - Nonpartisan.	. . . .	0
BALLOTS CAST - BLANK. . . .	. . . .	0

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
Republican

Official Post Test Zero2

Run Date:05/21/21 10:58 AM

Report EL45 Page 002

VOTES PERCENT

PARMA COUNCIL WARD 07

(VOTE FOR) 1

(WITH 0 OF 6 COUNTED)

Danielle Downs. * * . . * . . 0

Alison Giraldo. * * . . . 0

Over Votes	0
----------------------	---

Under Votes 0

SUMMARY REPORT

May 4, 2021
Primary Election
Cuyahoga County, Ohio
Nonpartisan

Official Post Test Zero2

Run Date:05/21/21 10:58 AM

Report EL45 Page 003

VOTES PERCENT

VOTES PERCENT

1 - Brecksville - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 10 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

2 - Fairview Park - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 13 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

3 - Fairview Park - Municipal Income Tax (Renewal)

(VOTE FOR) 1

(WITH 0 OF 13 COUNTED)

For the Income Tax	0
Against the Income Tax	0
Over Votes	0
Under Votes	0

Garfield Heights - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 19 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

5 - Pepper Pike - Zoning Amendment

(VOTE FOR) 1

(WITH 0 OF 5 COUNTED)

Yes	0
No.	0
Over Votes	0
Under Votes	0

6 - Seven Hills - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 8 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

7 - Strongsville - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 30 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

8 - Warrensville Heights - Tax Levy (Renewal)

(VOTE FOR) 1

(WITH 0 OF 12 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

9 - North Olmsted CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 20 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

10 - Parma CSD - Bond Issue and Tax Levy

(VOTE FOR) 1

(WITH 0 OF 71 COUNTED)

For the Bond Issue and Levy	0
Against the Bond Issue and Levy	0
Over Votes	0
Under Votes	0

11 - Rocky River CSD - Tax Levy (Additional)

(VOTE FOR) 1

(WITH 0 OF 17 COUNTED)

For the Tax Levy	0
Against the Tax Levy.	0
Over Votes	0
Under Votes	0

Agenda Item #3:

Acknowledgement of the date, time, and place of the post-election audit for the May 4, 2021, Primary Election.

Resignations from Elected Office

1. Shayla L. Davis, Garfield Heights Council, Member of Council Ward 4¹

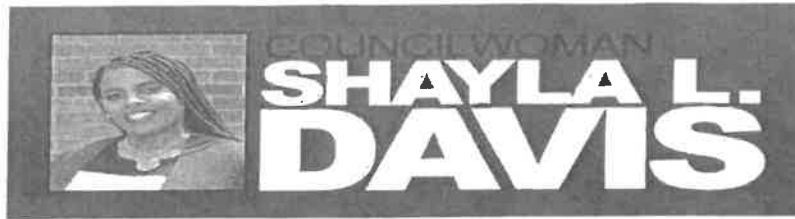
Appointment to Elected Office

1. Lori Bendall, Chagrin Falls Exempted Village School District, Board Member²

MAY 18 AM 11:26

¹ Term ends 11/7/2021; no special election required.

² Vacancy acknowledged by the CCBOE 4/5/2021. Term ends 12/31/2021; no special election required.



April 22, 2021

In anticipation of the scheduled Special Council Meeting for April 22, I write to let you know that I have reviewed the charter provisions at issue in light of my current employment with the City of Cleveland. I had been under the understanding that my employment with Cleveland, which poses no conflict whatsoever with my duties to the citizens I represent on Garfield Heights City Council, is not included within our charter's use of the term "public employment." My research now reflects that courts around the state have upheld similar charter provisions, even if they are somewhat ambiguous and even in situations in which outside public employment does not conflict with an elected official's service to a community.

Therefore, I am deeply saddened to resign my position on Garfield Heights City Council, effective immediately, which will permit you to cancel your hearing.

My most important hope is that fellow citizens see the value in clarifying our charter so that our city can begin to attract the best and brightest candidates to our elected part-time positions -- especially, as in my case, when their outside employment poses no danger of any conflicts of interest. Meanwhile, I hope the citizens I've been privileged to serve know that I've focused my energy not on fighting to hold onto my council seat in the face of this outmoded charter provision, but instead on my dedication to our city, that I truly love -- a dedication that will continue to reveal itself in my campaign for mayor. I have always served and serve is what I will continue doing.

In any event, we deserve viable representation that is committed to serving in the best interest of this community and not to further their own personal self-interest. As citizens we should never assume that appearances are always true, and we should educate ourselves on the motives that drive our officials to make the decisions they make. No matter the motives behind City Council's calling for the city council special meeting in this matter, I accept how our charter is likely to be interpreted legally, and I look forward to my campaign for a brighter future for our city. I have always served and serve is what I will continue doing on the campaign trail for Mayor of Garfield Heights.

Yours In Service,
Shayla L Davis

21 MAY 7 PM 1:45

Re: New Board Member Appointment

Ashley Brudno <ashley.brudno@chagrinschools.org>

Thu 5/6/2021 8:45 PM

To: Cory Milne <cmilne@cuyahogacounty.gov>

Cc: Brent Lawler <blawler@cuyahogacounty.gov>

I apologize. I didn't know you needed that on file.

Lori Bendall was appointed on March 29th. The meeting was virtual. She took the oath, but I have not seen her in person to get the signed copy from her.

She is actually out of town until next week. I will have her scan and email it to me as soon as she gets back.

Again, I am sorry!

Ashley Brudno

Treasurer

Chagrin Falls Exempted Village Schools



On Wed, May 5, 2021 at 10:40 AM Cory Milne <cmilne@cuyahogacounty.gov> wrote:

Hi Ashley,

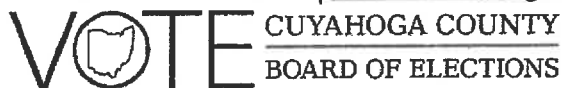
According to your website, it appears your district has a new Board Member. Pursuant ORC 3.02, the school district is required to provide notice to the Board of Elections no later than 7 days following the appointment; please provide his Oath of Office for our records, and so that we can issue the required Certificate of Appointment.

Thanks for your help,

Cory C. Milne, Supervisor

Candidate & Petition Services Dept.

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



Providing an educational experience empowering students to maximize their potential!

This message may contain confidential information including, but not limited to, student personally identifiable information. Such information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, printing, distribution, or the taking of any action in reliance on the contents of the information contained herein is strictly prohibited. Please delete the message from any device it was accessed.

Chagrin

Ashley Brudno <ashley.brudno@chagrinschools.org>

Tue 5/11/2021 9:56 AM

To: Cory Milne <cmilne@cuyahogacounty.gov>; Brent Lawler <blawler@cuyahogacounty.gov>

 1 attachments (1 MB)

Attachment-1.pdf;

Here is the signed copy.

We are not meeting in person yet, so we are doing everything electronically still.

Ashley Brudno

Treasurer

Chagrin Falls Exempted Village Schools



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

From: **Ashley Brudno** <ashley.brudno@chagrinschools.org>

Date: Mon, May 10, 2021 at 7:13 PM

Subject: Attachment-1.pdf

To: Ashley Brudno <ashley.brudno@chagrinschools.org>

21 MAY 11 AM 10:33

Sent from my iPhone

Providing an educational experience empowering students to maximize their potential!

This message may contain confidential information including, but not limited to, student personally identifiable information. Such information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, printing, distribution, or the taking of any action in reliance on the contents of the information contained herein is strictly prohibited. Please delete the message from any device it was accessed.

Do you solemnly swear that you will support the Constitution of the United States and the Constitution of the state of Ohio; and that you will faithfully and impartially discharge your duties as a member of the board of education of the Chagrin Falls Exempted Village school district, Cuyahoga County, Ohio, to the best of your ability, and in accordance with the laws now in effect and hereafter to be enacted, during your continuance in said office, and until your successor is elected and qualified?

The answer is : "I do."

A handwritten signature in dark ink, appearing to be "Mr. Miller", written over a horizontal line.

Member's Signature

'21 MAY 11 AM 10:39

Withdrawal of Candidate from the August 4, 2021 Special Election

Office

Member of Congress, District 11

Name

Jerry V. Powell

Party

Republican

MAY 18 AM 11:26



CUYAHOGA COUNTY BOARD OF ELECTIONS

Date: 5-10-2021

I, JERRY V. POWELL withdraw my candidacy for
(check one):

☐ May 4, 2021 Primary Election

☒ August 3, 2021 Special Election

☐ September 14, 2021 Municipal Primary

☐ November 2, 2021 General Election

☐ Other: _____

Party (if applicable): REPUBLICAN

Office: 11th - CONGRESS 5th District

Signature: Jerry V. Powell

Printed Name: Jerry V. Powell

Street Address: 15420 CONGLE AVE.

City / Zip Code: Maple Hts. OHIO 44137

Phone / Email: 216-571-0357



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 05/25/2021 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 August 3, 2021 Special Congressional Primary Election.

Estimated Expense: _____

Budgeted Item: Yes ☐ No ☐

Requestor Signature: _____

Date: _____

Manager Signature: Becky Brake

Date: 5/18/21

Fiscal Officer Signature: _____

Date: _____

Deputy Director: _____

Date: _____

Director Approved: Yes ☒ No ☐

Director's Signature: [Signature]

Date: 5-19-21

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

Forward to the Clerk of the Board: Date: 5/19/21

Received by the Clerk of the Board: Date: 5/19/21

CONTRACT

By and between the
CUYAHOGA COUNTY BOARD OF ELECTIONS
and
OPEX CORPORATION

THIS CONTRACT (the "Contract") is made and entered into as of May 25, 2021, by and between the Cuyahoga County Board of Elections ("BOARD"), a body politic and a political subdivision of the State of Ohio organized and existing under Title 35 of the Ohio Revised Code (ORC), at 2925 Euclid Avenue, Cleveland, Ohio 44115, and OPEX Corporation, ("CONTRACTOR") having principal place of business at 305 Commerce Drive, Moorestown, NJ 08057. The BOARD and CONTRACTOR may hereafter be referred to singularly as a "Party", or jointly as "Parties".

WHEREAS, the BOARD has issued a request for bid ("RFB"), attached and incorporated as Exhibit A, in accordance with Ohio Revised Code 3501.301 for the purchase and installation of six (6) OPEX Model 72 Mail Rapid Extraction Desks (RED) to assist with the processing of absentee ballots for the all elections occurring in Cuyahoga County; and

WHEREAS, the CONTRACTOR has submitted an official bid (the "Bid"), attached and incorporated as Exhibit B, for such RFB; and

WHEREAS, the BOARD has determined, by majority affirmative vote, that CONTRACTOR was the "lowest and best bidder" per Ohio Revised Code Section 3501.301.

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. **Amount**

The total amount paid by the BOARD to the CONTRACTOR pursuant to this Contract shall be a one-time payment not-to-exceed **\$220,969.64**--which includes the purchase, delivery, and installation of six (6) OPEX Model 72 Mail Rapid Extraction Desks and continued maintenance costs through December 31, 2023.

II. **CONTRACTOR Responsibilities**

A. 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.

III. General Terms and Conditions

- A. Jurisdiction: The contract shall be subject to interpretation under 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.
- B. Indemnification: The successful vendor shall agree to indemnify 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 the contractor, his servants or agents. Additionally, CONTRACTOR and BOARD agree that CONTRACTOR's indemnity obligation and liability for damages hereunder will be reduced to the extent by which any claim, liability, loss, damage, or expense results from the negligence or misconduct of any employee, servant, officials, client or agent of the BOARD, or the employees, servants, officials agents or subcontractors of another party, client or contractor or non-parties to this Contract (other than CONTRACTOR's servants or employees). Notwithstanding the foregoing, CONTRACTOR's obligations and liabilities shall not apply to the BOARD's sole negligent acts, gross negligence, or willful misconduct.
- 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 BOARD, 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. Tax Exempt: 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 vendor when the contract is signed.
- E. Acceptance of Performance: Acceptance of performance is a condition of the agreement. It shall be understood and agreed that an agent for BOARD shall determine finally the satisfactory quality of the services and/or materials furnished under the agreement based on the acceptance testing criteria and terms listed in Exhibit VII.A – OPEX Acceptance Testing, attached herein and included with Exhibit B – Vendor's Bid. Failure to meet such performance requirements is a reason for termination of the agreement, and the contractor shall be liable to the BOARD for any excess cost and/or expenses incurred by the BOARD thereafter subject to the terms of this agreement.
- F. Termination: In the event that the contract is terminated by the BOARD, sixty (60) calendar days advance written notice shall be given to the vendor. The vendor shall provide all services and/or materials required by the contract and the specifications to the date of termination. Under no circumstances shall the BOARD be responsible for any type of penalty payment upon the cancellation of the contract. The vendor, however, shall be paid for all services and/or materials provided to the date of termination.
- G. 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.
- H. Disability Accommodations: The Vendor 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 Vendor agrees to make any and all modifications (that do not impose an undue hardship) to assure access.

- I. 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. In no event shall either party be liable to the other, whether in an action in negligence, contract, tort or based on a warranty or otherwise, for the loss of profits, revenue, or loss or inaccuracy of data, or any indirect, incidental, punitive, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages. Further, except to the extent that liability arises from: (i) a breach by either party of its confidentiality obligations under this Agreement; (ii) instances of either party's gross negligence or willful misconduct; or (iii) instances of negligence, willful misconduct or failure to comply with the terms or conditions of this Contract by the party or its employees, in connection with the performance of this Contract, resulting in the death or personal injury to persons or the damage of tangible property, and in this event, the party's maximum liability for such claim under this Sub-Section (iii) is an aggregate amount not to exceed five hundred thousand and 00 / 100 US dollars (\$500,000.00 USD); each party's maximum liability for damages under this Agreement, whether in an action in negligence, contract, tort or based on a breach of service warranty, shall not exceed the annual fees payable under this agreement. Any breach of a purchase warranty is governed by the succeeding section.
- J. OPEX warrants that it owns the equipment and that it will transfer good title to the Customer. OPEX further warrants that it shall repair or replace defective parts, including labor, and shall perform preventive maintenance at no cost to the purchaser for thirty (30) days commencing from the date of delivery. Labor during the warranty period is limited to OPEX's standard maintenance hours, 7:00 AM to 3:00 PM, Monday through Friday, excluding OPEX holidays.

OPEX further warrants that service will be performed in a good and workmanlike manner, based upon commercially reasonable practices and standards. All service will be provided by OPEX's National Service Organization, which is a definite benefit of purchasing OPEX equipment

THE FOREGOING EXPRESS WARRANTIES ARE EXCLUSIVE AND MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Unless otherwise specifically provided herein, OPEX SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE PURSUANT TO THIS PROPOSAL, THE PRODUCTS OR SERVICES SOLD HEREUNDER, OR THEIR USE BY PURCHASER, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO PROPERTY, PERSONS OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, ARISING OUT OF OR IN CONNECTION WITH THIS PROPOSAL, THE PRODUCTS AND SERVICES SOLD HEREUNDER, OR THE OPERATION OF THE PRODUCTS, REGARDLESS OF WHETHER OR NOT OPEX HAS ACTUAL KNOWLEDGE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. PURCHASER AND OPEX AGREE THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY for breach of warranty SHALL BE LIMITED TO DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT OF THE PURCHASE PRICE OF THE CONTRACT. THIS LIMITED WARRANTY AND THE LIMITATION ON REMEDIES CONTAINED HEREIN ARE REFLECTED IN THE PURCHASE PRICE OF THE PRODUCTS. THE ABOVE REMEDIES SET FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES RELATING TO OPEX'S BREACH OF THE WARRANTY OBLIGATIONS AS PROVIDED HEREIN.

- K. Social Security Act: 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 BOARD from such contributions or taxes or liability.

- L. 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.
- M. 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.
- N. Ownership: All products produced in response to the contract will be the sole property of the BOARD.
- O. Contract Documents: This RFB and part or all of the successful proposal will be incorporated into the contract.
- P. 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.
- Q. Ownership. All products produced in response to the contract will 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

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: The undersigned signatory for the CONTRACTOR 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 is made for the purpose of inducing the BOARD to execute the Contract.
- 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: _____

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)

Exhibit B - Vendor's Bid

Exhibit C – REVISED OPEX Master Maintenance Agreement



CUYAHOGA COUNTY BOARD OF ELECTIONS REQUEST FOR BID

Bid #: 2021.05.07

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

Subject: OPEX Model 72 Rapid Extraction Desk (RED)

Issue Date: Monday, May 3, 2021

Due Date: 3:00 pm on Friday, May 7, 2021 via e-mail only to
boefiscalservices@cuyahogacounty.gov

Pre-Bid Conference: N/A

Contacts:

Kendra Zusy Fiscal Services Manager 216-443-6442 kazusy@cuyahogacounty.gov	Patrick McAlea Fiscal Services Assistant Manager 216-443-6416 pmcalea@cuyahogacounty.gov
--	---

This request for bids (RFB) is issued in accordance with Ohio Revised Code Section 3501.301. 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.

There will not be a pre-bid conference. Bidder questions should be e-mailed to the above contacts no later than Wednesday, May 7, 2021, 3:00 pm (EST).

SECTION I: SCOPE OF SERVICES

A. Background

The CCBOE conducts all official elections that are held in Cuyahoga County ("County"). There are approximately 900,000 voters in the County. Any qualified voter in the State of Ohio ("State") may request and vote an absentee ballot at any election without stating a reason. The County is a leader in the State for processing absentee ballots with over 100,000 absentee ballots being cast in a typical countywide general election. Each absentee ballot mailed to the County is contained in two (2) envelopes that must be opened and contents removed for processing.

The selected Vendor ("Vendor") shall be responsible for furnishing OPEX Model 72 Rapid Extraction Desks with the options and in the quantities identified in Section C of this RFB. Additionally, the Vendor must provide installation of the equipment and training of County employees on the operation of the equipment.

B. Amount

The total amount paid by the Board to the Vendor pursuant to this Contract shall be a not-to-exceed total amount that includes the cost of freight.

C. Description of Deliverables

1. Six (6) M72 Base with Milling Top Cutter/110V
2. Six (6) M72 Drop Sort filler – full length
3. Six (6) Dust Cover/Canvas M72/SA
4. Six (6) M72 service coverage through December 31, 2023
5. M72 RED Installation and Operator Training

D. Vendor Responsibilities

1. 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.

END OF SECTION I

SECTION II: BID REQUIREMENTS

A. Method of Submitting Bid

1. Bids must be submitted via e-mail only to boefiscalservices@cuyahogacounty.gov by the bid deadline of 3:00 pm (EST) on Friday, May 7, 2021. Please include Bid Number 2021.05.07 in the Subject line.
2. Late bids will not be considered nor will additional time be granted to any bidder.
3. Prospective bidders may direct questions to the CCBOE employees listed on the cover page of these bid specifications.

B. Discrepancies and Addenda

Should a bidder find any discrepancy in or omission from these specifications, the bidder shall at once notify the CCBOE employees listed above. The CCBOE 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 CCBOE's website and e-mailed to any potential bidders that have requested to receive such information for this RFB. If you would like to have addenda e-mailed to you for this RFB, please contact the RFB contact listed above.

C. Withdrawal of Bids

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

D. Multiple Bids

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

E. Bids Property of CCBOE

All materials submitted in response to this RFB shall become the property of the CCBOE. Selection or rejection of a response does not affect this right. Additionally, the CCBOE 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 CCBOE 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 CCBOE 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 CCBOE will make a determination of application for disclosure on an ad hoc basis.

F. Bid Opening

Bids will be opened via e-mail by a bi-partisan team immediately after the bid submission deadline. At this time, all bids will be opened, and the vendor(s) name(s) will be recorded on a bid tabulation form. No dollar amounts or other details of the proposal will be disclosed at this time.

G. Bid Evaluation and Selection

1. The CCBOE shall award this job to the lowest and best bidder in accordance with Section 3501.301 of the Ohio Revised Code.
2. The CCBOE 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 CCBOE considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the CCBOE.
3. The CCBOE reserves the right to reject, in whole or in part, any proposal that the CCBOE has determined would not be in the best interest of the CCBOE.
4. The CCBOE 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.
5. 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.
6. CCBOE staff will submit the contract with its recommended vendor for approval to the Board Members of the CCBOE at a regularly scheduled board meeting following the bid deadline.
7. The CCBOE 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 CCBOE shall notify all other bidders that the contract has been awarded to another bidder.

END OF SECTION II

SECTION III: CONTRACT REQUIREMENTS

A. Terms and Conditions

The following terms and conditions shall apply to the contractual agreement between the successful vendor and the CCBOE:

1. Jurisdiction: The contract shall be subject to interpretation under 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.
2. Indemnification: The successful vendor shall agree to indemnify and save the CCBOE 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 the contractor, his servants or agents.
3. Assumption of Liability: The CCBOE 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 CCBOE pay any insurance premiums for any coverage of any property not owned by the CCBOE. No conditions shall alter this statement.
4. Tax Exempt: The CCBOE 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 vendor when the contract is signed.
5. Acceptance of Performance: Acceptance of performance is a condition of the agreement. It shall be understood and agreed that an agent for CCBOE 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.
6. Termination: In the event that the contract is terminated by the CCBOE, thirty (30) calendar days advance written notice shall be given to the vendor. The vendor shall provide all services and/or materials required by the contract and the specifications to the date of termination. Under no circumstances shall the CCBOE be responsible for any type of penalty payment upon the cancellation of the contract. The vendor, however, shall be paid for all services and/or materials provided to the date of termination.
7. 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.
8. Disability Accommodations: The Vendor 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 Vendor agrees to make any and all modifications (that do not impose an undue hardship) to assure access.
9. Damages: Vendor is liable to the CCBOE for all actual and direct damages caused by Vendor's default. The CCBOE may buy substitute supplies or services, from a third party, for those that were to be provided by vendor. The CCBOE may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by vendor's default, from vendor. The CCBOE 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 CCBOE.

10. Social Security Act: The 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 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 from such contributions or taxes or liability.
11. Labor and Material: The Vendor 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.
12. Assignment: The Vendor 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.
13. Ownership: All products produced in response to the contract will be the sole property of the CCBOE.
14. Contract Documents: This RFB and part or all of the successful proposal will be incorporated into the contract.
15. 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 CCBOE. 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.

B. Required Contract Documents

In addition to the contract agreement furnished by CCBOE, the successful vendor shall provide the following documents within fourteen (14) calendar days of the RFB 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 the 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 address 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. The 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: The 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. Commercial 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 the vendor required for this contract shall include the "Cuyahoga County Board of Elections and its employees" as an Additional Insured and shall contain the following endorsements:

- (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 CCBOE,
- (iii) The insurance policies are primary and the provider will not seek contribution from any other insurance available to an additional insured.

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. The 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



May 7, 2021

Cuyahoga County Board of Elections
2925 Euclid Avenue
Cleveland, Ohio 44115
boefiscalservices@cuyahogacounty.gov

RE: OPEX's Response to Cuyahoga County Board of Elections' RFP No. 2021.05.07 Titled "OPEX Model 72 Rapid Extraction Desk (RED)"

Dear Ms. Zusy,

Thank you for your opportunity to submit a response to Cuyahoga County Board of Elections' RFP No. 2021.05.07 titled "OPEX Model 72 Rapid Extraction Desk (RED)". Enclosed Cuyahoga County Board of Elections ("Customer" or "CCBOE") will find a response from OPEX Corporation ("OPEX") with product information related to the OPEX Model 72™ Rapid Ballot Extraction Desk. The OPEX Products within this document may be referred to as OPEX Product(s) or by their model type name.

This response includes the following supporting information:

- OPEX Capability Statement
- OPEX Company Information
- OPEX Model 72 Product Information
- Additional OPEX Information (i.e., Installation and Training, On-Call Maintenance Services; Installation Specifications)

Should you have any questions regarding this RFB response please do not hesitate to contact me at 856-600-1027 or via email at KGarman@opex.com. You may also contact Vanna Robbins, Account Executive, at 856-727-1100 ext. 2326 or via email at VRobbins@opex.com.

Thank you again for this opportunity and we look forward to receiving a response from CCBOE.

Sincerely,
OPEX Corporation

Kimberly Garman
Proposal Analyst

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I. Corporate Capability Statement

I. Vendor Information

Tax ID Number: 22-2013892
DUNS Number: 06-738-0386
Address: 305 Commerce Drive Moorestown, NJ 08057-4234
Contact: Kim Garman
Phone: 856-600-1027
Fax: 856-727-1955
Email: KGarman@opex.com
Website: www.opex.com

II. Capability Statement

OPEX® Corporation is the recognized leader in paper handling automation solutions. For more than 40 years, OPEX has developed the most innovative, efficient, and reliable document and mail processing equipment in the industry. Our goal is to offer products that embrace the latest technology, are affordable, and deliver the finest customer experience. OPEX systems can be found in thousands of incoming mail operations throughout the world, delivering the highest levels of performance.

OPEX extraction equipment can be found in these business sectors:

- Government (Federal, State, Local)
- Financial Services
- Election Offices
- Insurance
- Healthcare
- Non-profit
- Utilities
- Telecommunications
- Service Bureau
- Retail/Wholesale
- Institutional

OPEX Corporation offers a variety of innovative document processing and extracting solutions. From industry-leading mail extraction and sorting equipment, to outstanding image capture and payment processing hardware platforms, OPEX equipment provides efficient workflows and superior cost savings.

II. Corporate Overview

I. About OPEX Corporation

OPEX Corporation is a recognized global technology leader in high-speed mailroom solutions, document imaging, and warehouse automation. Since 1973, OPEX has provided performance enhancing workflows and cost-effective results to thousands of organizations around the world.

From its humble beginnings in a leased warehouse in southern New Jersey, OPEX's workforce can now be found in virtually every corner of the globe. Its Moorestown, New Jersey World Headquarters features more than 250,000 square feet of engineering, manufacturing, warehouse, product assembly and office space. OPEX also maintains state-of-the-art manufacturing facilities (an additional 200,000+ square feet) in Pennsauken, New Jersey. Additionally, OPEX continues to bolster its international presence with offices in the U.K., France, Germany, and Australia.

By controlling all aspects of product design, OPEX is able to deliver high-quality innovative workflow solutions to customers in a wide variety of industries including financial services, insurance, healthcare, government, retail, non-profits, utilities, telecommunication, service bureaus, educational institutions, and fulfillment operations.

OPEX's commitment to meeting the needs of its customers does not stop with a product sale. The OPEX Service Organization boasts unrivaled technical support on a worldwide basis utilizing its vast network of locally based, factory-trained, direct-employee field technicians.

II. OPEX Corporate Principles

In 1993, the OPEX Management Team set out to identify the core principles that have helped foster the company's success. The culmination of that effort produced a foundational document known today around OPEX simply as, "The Nine Corporate Principles."

These Principles are more than just words that decorate office walls and company coffee mugs. They form the basis for how OPEX conducts its business with respect to individual employees as well as customers and other stakeholders.

Here are the Nine Corporate Principles:

WE AT OPEX CORPORATION SHALL ALWAYS STRIVE TO:

- **ONE:** Conduct all business in a fair and honest manner.
- **TWO:** Listen, and be responsive, to customers' needs.
- **THREE:** Recognize the value of the individual.
- **FOUR:** Maintain conservative financial management which will dictate growth.
- **FIVE:** Move ahead continually and deliberately to assure the ongoing survival of the company.
- **SIX:** Exercise freedom from tradition and convention if a better method can be devised.
- **SEVEN:** Focus business expansion only in related fields.
- **EIGHT:** Minimize layers of management in order to maximize employee empowerment.
- **NINE:** Eliminate the "It's not my job" attitude.

III. A Brief History of OPEX

OPEX Corporation is more than a manufacturer of machines. We continuously reimagine technology to power the future for our customers.

With an innovative approach, we engineer unique automated solutions that support our customers in solving their most pressing business challenges for today and tomorrow. Our scalable Warehouse and Document & Mail Automation solutions improve workflow, accelerate change, and drive efficiencies in infrastructure.

We are a family-owned and operated organization with more than 1,200 committed employees who innovate, manufacture, install, and service products that are helping transform industry every day. We listen to our customers, respect each other, and work together to help reimagine the future through automated solutions.

Innovating from the Beginning

This way of doing business began in 1971 when Al Stevens reimaged the mailroom operations of Columbia Records in Indiana. Al introduced the first multiple station mail processing machine, the OPEX 4.0, which he acquired from a little-known company in Cherry Hill, NJ. A few years later – after seeing automation's impact on mailroom speed and efficiency – Al and his wife, Joanna, moved to New Jersey and ultimately purchased OPEX.

In the late 1970s the company introduced the Rapid Extraction Desk (RED), an inexpensive single-operator workstation for low-volume customers – beginning a march toward steady growth and ongoing profitability. As the product portfolio and sales volumes increased, OPEX added both a national sales force and a separate service organization.

In the 1990s OPEX experienced what was then the largest growth surge in our history, fueled by the success of our high-speed, fully-automated extraction equipment and mail sorters. OPEX also expanded overseas, establishing offices in the United Kingdom and France and adding international sales and service personnel. Since then, OPEX's influence in the global marketplace has continued to escalate dramatically.

OPEX acquired the OMATION Corporation in 1994. OMATION has long been recognized for setting the industry standard in joggers, envelope verifiers, sorters, and envelope openers.

As the new century dawned, OPEX continued to grow our product line and technological expertise. We introduced high-speed document scanners that offered a unique one-step scanning process to reduce document prep and increase efficiency.

Eventually, as OPEX developed more machine types and expanded to other industries, we made the decision to strategically align the products for opening, sorting and scanning incoming mail into a single division. That division is now known as Document and Mail Automation (DMA).

As the industry leader in document and mail automation, OPEX DMA partners with customers to help streamline processes, improve workflow, and reduce costs. In recent years, DMA introduced both the Falcon and FalconV scanners. These products seamlessly integrate with OPEX's time-tested and popular REDs, creating a single-station solution unlike any other.

In 2018 DMA moved to the forefront of the digital mailroom revolution by offering Falcon STS ("Sort, Track, Scan"), a product that allows mail centers to scan mail, apply barcode tracking to each envelope, and deliver those images to mail recipients, often eliminating the need to deliver physical mail.

With demonstrated strengths in handling items and “things” in an automated, high-speed environment, OPEX began to serve warehouses and industries engaged in e-commerce and order fulfillment. Starting in 2010, OPEX began applying our engineering expertise, technologies, manufacturing knowledge, and superior customer service and support to a marketplace that continues to experience explosive growth worldwide.

This expansion led to the creation of another division, OPEX Warehouse Automation (WA), and the birth of Perfect Pick, an automated, high-speed, goods-to-person picking solution that can scale to fit the needs of fulfillment centers both large and small.

In 2017 OPEX further refined the concept with the Perfect Pick HD (High Density) solution. It allows the original Perfect Pick to hold twice the inventory in virtually the same footprint – an important advantage in the WA industry where warehouse space can be costly. At the same time, OPEX’s WA division created Sure Sort, a highly scalable, configurable, and cost-effective small item sorting system that has proven hugely popular.

OPEX’s Warehouse Automation division continues to innovate so customers can meet the demands of their customers while shaping the commerce of today and tomorrow. The company’s modular, flexible, robotic solutions are custom-engineered to improve workflow, accelerate change, and drive growth in the supply chain infrastructure.

Innovating into the Future

The 21st century has brought fresh challenges and new technologies – enabling OPEX to continue expanding our machinery, software, equipment, and services to meet the demands of a changing marketplace. Thanks to several decades of financial stability and the avoidance of long-term debt, OPEX continues to invest heavily in research and development.

As the product lines have evolved, so has OPEX. Our loyal customers now turn to us for patented technologies and equipment that deliver process improvements from the mailroom to the warehouse.

Innovation, Expertise, Quality Products and Partnership – these are the unchanging hallmarks of OPEX that have led to the next generation of automation to help customers solve their business challenges.

OPEX World Headquarters:

305 Commerce Drive
Moorestown, NJ 08057-4234 USA
Phone: 856.727-1100
Fax: 856-727.1955
www.opex.com

IV. List of OPEX Team Members

Account Executive, Vanna Robbins:

The primary point of contact is supplied by the Account Executive, based on the location of the equipment. She can be reached at 856-727-1100 x2326. The Account Executive is responsible for overseeing equipment installation and providing operator training. Problems or concerns should immediately be directed to the Account Executive, who assumes primary responsibility for ensuring the success of the project.

National Sales Manager, Pete Gorka:

The National Sales Manager may make periodic visits to the equipment site to inspect machine performance and ensure customer satisfaction. In the event that the Account Executive is unavailable, the National Sales Manager assumes direct control of the project.

Regional Service Manager, James Veldt:

The Regional Service Manager is responsible for overseeing equipment performance, ensuring that warranty service is performed, and for implementing any Service Contract resulting from the project. The Regional Service Manager will make periodic visits to the equipment site. Concerns with equipment maintenance or performance may be addressed to him.

National Service Manager, Dave Underwood:

The National Service Manager may make periodic visits to the equipment site to inspect machine performance and ensure customer satisfaction. In the event that the Regional Service Manager is unavailable, the National Service Manager assumes direct control of the project.

Service Technicians (Various):

Warranty and Contract Maintenance Service requires that Preventive Maintenance be performed on the equipment. In addition to Preventive Maintenance, Remedial Maintenance may occasionally be required. These tasks are performed by the Service Technician. The Service Technician serves as the primary maintenance related items point of contact. While a customer usually sees one "main" Service Technician, there may be instances where other Service Technicians are utilized by OPEX, and therefore no specific name has been supplied.

OPEX Technical Support Organization:

To ensure the performance of all OPEX customers' equipment, OPEX has a fully trained Technical Support staff at the Home Office in Moorestown, New Jersey available to the OPEX Technician. This organization operates 24 hours per day, 7 days per week, to help minimize downtime and expedite repairs.

OPEX Engineering Group:

If support beyond field-level or the Technical Support Organization is required, OPEX has the resources available through its Mechanical, Electrical, and Software Engineering Groups to address unique equipment performance concerns with the OPEX Service Technician.

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III. General Product Information & Specifications for Model 72

OPEX Model 72™ Rapid Ballot Extraction Desk

The Model 72 rapid ballot extraction desk redefines efficiency in the ballot opening process! Today the Model 72 is being used in such places as the City and County of San Francisco, Sacramento County, and Denver County for their Vote-By-Mail systems. Ballot extraction rates over 2,000 per hour have been documented in Denver County leading to a reduction in the staff needed by 50%, providing results in a timely manner, and maintaining the same level of throughput as past elections.



Equipped with a feeder, milling cutter capability, and an auto-jog transport that shifts envelope contents away from the cutters, the machine is ideal for applications that involve thick or over-stuffed envelopes and ballots. The Model 72 can process intermixed ballots of varying thicknesses with ease, up to 0.375". This device has a smaller cut depth that significantly reduces the potential of cutting contents, while maintaining the integrity and security of mail in ballots. Each envelope is auto-jogged to shift contents away from both cut edges to achieve a new level of content protection and to allow for the ability to handle a wide array of return ballot envelopes.

The Model 72 features a control center that can show ballot count and provide a statistical analysis of operator rates and productivity. The memory verifier unit ensures that everything is extracted from the ballot return envelope prior to being discarded providing further ballot security.

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Model 72 Rapid Ballot Extraction Desk ("Model 72") Published Specifications

Envelope Feeding	Friction-based feeder up to 22" of mail
Envelope Width	3.5" – 6.38"
Envelope Length	5" – 11.5"
Envelope Thickness	Up to 0.375"
Cycle Rate	Up to 3,600 mail pieces per hour
Top Cutter	Milling
Dimensions (H x W x D)	47" x 76" x 41"
Additional Features	Verifier Operator LCD Integrated workstation Tray Holder
Daily Duty Cycle	Unlimited
Popular Optional Features	Ergonomic desk chair

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IV. Purchase and Maintenance Pricing for Model 72

Exhibit A - Bid Form

Instructions: Enter in blue highlighted area only. Enter "Current Prices" and "Discount", if applicable, for each Category below. After Totals are calculated, save Excel file to include your Vendor Name. Email completed Bid Form to boefiscalservices@cuyahogacounty.gov by the Bid Deadline.

Category - Equipment Cost		Quantity	Current Prices (Cost Per Unit)	Discount (Enter as a Negative Number)	Total Cost Per Unit	Total Pricing
1	OPEX Model 72 Base with Milling Top Cutter/110V	6	\$ 32,200.00	\$ (2,254.00)	\$ 29,946.00	\$ 179,676.00
2	OPEX Model 72 Drop Sort Filler - Full Length	6	\$ 200.00	-	\$ 200.00	\$ 1,200.00
3	OPEX Model 72 Dust Cover/Canvas M72|SA	6	\$ 205.00	-	\$ 205.00	\$ 1,230.00
Total Equipment Cost:						\$ 182,106.00
Category - Other Costs						
4	OPEX Model 72 Maintenance Services Coverage through December 31, 2023 (this is a prorated amount for 900 days of service paid in full in advance - please see OPEX Response for full details)	6	\$ 7,089.04	\$ (1,072.60)	\$ 6,016.44	\$ 36,098.64
5	OPEX Model 72 Installation and Operator Training (Included w/ Purchase)	1	\$ -	-	\$ -	\$ -
6	FREIGHT ESTIMATE	1	\$ 2,765.00	-	\$ 2,765.00	\$ 2,765.00
Total Other Cost:						\$ 38,863.64

Cuyahoga County Board of Elections
 Bid Number: 2021.05.07
 Bid Description: Purchase of Six (6) OPEX Model 72 Mail Rapid
 Extraction Desks

Vendor Name:

OPEX Corporation

Bid Grand Total:

\$ 220,969.64

Additional Documentation Attached?

YES

OPEX has supplied Exhibit A separate of this response for ease of reading as well.

The below is further breakdown and information regarding OPEX's pricing for six (6) new Model 72 presented for CCBOE's reference.

A. OPEX Model 72 – Recommended Configuration and Current Purchase Pricing

QTY	DESCRIPTION	UNIT PRICE	SELL PRICE	EXTENDED PRICE
6	Model 72 Base Machine w/ Milling Top Cutter | 110V	\$32,200.00	\$29,946.00	\$179,676.00
6	Model 72 Drop Sort Filler – Full Length	\$200.00	\$200.00	\$1,200.00
6	Model 72 Dust Cover | Canvas (optional feature)	\$205.00	\$205.00	\$1,230.00
Freight to Cleveland, Ohio 44103				\$2,765.00
Installation & Training				Included
30 Day Warranty for Six (6) Model 72				Included
Purchase of Six (6) Model 72 Total (pre-tax)				\$184,871.00

Purchase Discount

The unit sell price for the Model 72 base machine quoted in this response to RFP 2021.05.07 reflects a machine quantity discount that is contingent on CCBOE purchasing the quantity of six (6) Model 72 units and OPEX receiving a firm purchase order before September 20, 2021. OPEX is extending a nine (9) machine discount based upon the six (6) machines within this response and the three (3) previous Model 72's purchased in the last twelve months by CCBOE. Should CCBOE elect to purchase less than six (6) Model 72 units, the sell price will change. This discount applies only to the Model 72 base machine is not applied to the Model 72 options (i.e., drop sort filler, dust cover).

Freight Information:

These are estimated freight charges and are subject to change without notice. The actual freight charges will be determined on the actual date of payment. Please add \$75.00 if a lift gate is needed for delivery.

Additional Purchase Information

Please see Section V on page 13-14 for more information regarding Payment, Delivery, Installation and Training.

B. OPEX Model 72 –On-Call Service and Software License Pricing Based on Recommended Configuration for Estimated Date of July 15, 2021 – December 31, 2021

OPEX's on-call maintenance service commences upon the conclusion of the expiration of the included thirty (30) day warranty. CCBOE has requested that service be invoiced for full and complete payment of services through December 31, 2023 for all six (6) new Model 72. As the delivery date is not finalized until OPEX receives a firm and correct purchase order and therefore, the end of the thirty (30) day warranty's expiration and the start of the maintenance contract date is unknown, OPEX has selected July 15, 2021 as a reasonable earliest start date for the service contract for all six (6) new Model 72 units. OPEX has provided an estimated not-to-exceed service rate below based on the contract starting on July 15, 2021. Should the maintenance contract start date occur after July 15, 2021, OPEX will only invoice the actual days of service, a value that will be less than the estimated cap rate provided within this response.

Prepaying service in full in advance reserves OPEX's current 2021 rates for the full period of coverage (through end of business on December 31, 2023). Should CCBOE elect to not pay for the full period of performance all at once in advance, CCBOE would be subject to then current rates at the annual renewal.

Additionally, the below quoted service rate include a site machine quantity discount. The quoted price is contingent upon on all six (6) new Model 72 machines being located on the same floor of a single site as CCBOE's existing three (3) Model 72 machines and all nine (9) machines being on a maintenance contract with OPEX. Should the number of machines on the same floor of the single site on contract change, the pricing quoted is subject to change.

Pricing is based on OPEX's standard on-call hours: Monday through Friday, 7AM-3PM, site local time, excluding OPEX holidays. Should CCBOE require weekend and/or holiday coverage, then additional service fees will apply (availability fee plus an hourly billable rate and mileage) in addition to the pricing quoted below.

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
6	Model 72 Base Machine	\$6,016.44	\$36,098.64
On-Call Maintenance and License Fees for Six (6) New Model 72 Total for the Period of July 15, 2021 to December 31, 2023 (pre-tax)			\$36,098.64

Payment is net thirty (30) days from date of invoice. Upon conclusion of the maintenance contract's end date of December 31, 2023 OPEX's then current rates apply for renewal.

Additional On-Call Maintenance Information

For more information regarding OPEX's on-call maintenance services please see Section VI on pages 15-17.

The remainder of this page is intentionally left blank.

V. Payment, Delivery, Site Preparation, Installation, Operator Training, and Warranty

Payment

Prices quoted will be held firm for until September 20, 2021. All prices are FOB Destination and terms of payment are net thirty (30) days from date of delivery. **All applicable tax is additional.**

Delivery

Based on current production schedule, estimated shipment for the Model 72 shall occur 90 calendar days from the date OPEX receives a firm and correct purchase order. OPEX production schedule is subject to change without notice and will be determined at the time OPEX receives a firm and correct purchase order.

Site Preparation – To Be Completed by Customer

Customer shall prepare and make available a safe and suitable place for installation of the OPEX product(s). Preparation of the installation site shall include the responsibility to provide prior to the installation date all electrical and other utility services required for proper installation. Please refer to **Attachment A** (page 22) for the installation specifications for the OPEX Products. Customer shall provide to OPEX the name and phone number of an individual located at Customer's installation site who shall be responsible for coordination of the installation of the Product(s).

Installation shall be deemed completed upon successful conclusion of OPEX's standard test procedures. OPEX shall be under no obligation to install equipment unless the site is properly prepared and the Product(s) and site are made available to OPEX on delivery. In the event that OPEX arrives to install the Product(s) and the site preparation has not been properly completed, Customer shall be responsible for all additional costs and expenses incurred by OPEX as a result thereof; provided that Customer shall have the right, by written notice to OPEX given at any time prior to fourteen (14) days before the scheduled date of installation to delay the date of installation for a period of not more than ten (10) business days, if after diligent efforts Customer is not able to complete the site preparation. OPEX does not accept responsibility to connect OPEX Products to equipment not approved by OPEX. Should OPEX at its option, connect these Products, OPEX shall have no liability for any damage which may result.

In the event that Customer fails to complete the site preparation within the time periods above, allowance being given to Customer's right (as set forth above) to extend the installation date by not more than ten (10) business days, interest shall accrue at a rate of (i) 2% per month or (ii) the highest permissible rate by law, payable monthly on the unpaid balance of any payments due hereunder from the last scheduled date of installation until the date installation actually begins.

Installation

The purchase price of the OPEX Product(s) includes installation of the Products at the Customer site. The OPEX representatives will begin the process of installing the OPEX Products immediately following delivery. The process for installing the OPEX Products shall take up to five (5) consecutive business days after delivery. Installation included with the purchase price will be completed during OPEX's standard service hours: Monday through Friday, 7AM-3PM, site local time, excluding OPEX holidays.

Training

The purchase price of the OPEX Product includes standard operator training at the Customer site. The OPEX representatives will begin the process of training Customer's personnel immediately following delivery of the OPEX products and shall continue for one (1) business day. Additionally, OPEX offers refresher training classes to the end-user for the life of the product, at no additional cost and these classes shall be scheduled at a time that is convenient for all parties. The Customer shall provide a sufficient amount of media that will be needed in order for OPEX to conduct operator training.

Purchase Warranty Terms

OPEX warrants that it owns the equipment and that it will transfer good title to the Customer. OPEX further warrants that it shall repair or replace defective parts, including labor, and shall perform preventive maintenance at no cost to the purchaser for thirty (30) days commencing from the date of delivery. Labor during the warranty period is limited to OPEX's standard maintenance hours, 7:00 AM to 3:00 PM, Monday through Friday, excluding OPEX holidays.

OPEX further warrants that service will be performed in a good and workmanlike manner, based upon commercially reasonable practices and standards. All service will be provided by OPEX's National Service Organization, which is a definite benefit of purchasing OPEX equipment

THE FOREGOING EXPRESS WARRANTIES ARE EXCLUSIVE AND MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OPEX SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE PURSUANT TO THIS PROPOSAL, THE PRODUCTS OR SERVICES SOLD HEREUNDER, OR THEIR USE BY PURCHASER, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO PROPERTY, PERSONS OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, ARISING OUT OF OR IN CONNECTION WITH THIS PROPOSAL, THE PRODUCTS AND SERVICES SOLD HEREUNDER, OR THE OPERATION OF THE PRODUCTS, REGARDLESS OF WHETHER OR NOT OPEX HAS ACTUAL KNOWLEDGE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. PURCHASER AND OPEX AGREE THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE PURCHASE PRICE OF A PARTICULAR PRODUCT OR THE COST OF A SERVICE HEREUNDER, WHICHEVER IS LESS. ALL ACTIONS ON THE WARRANTIES, HEREUNDER MUST BE COMMENCED WITHIN SIX (6) MONTHS OF THE DATE OF DELIVERY OR BE OTHERWISE LOST. THIS LIMITED WARRANTY AND THE LIMITATION ON REMEDIES CONTAINED HEREIN ARE REFLECTED IN THE PURCHASE PRICE OF THE PRODUCTS.

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VI. OPEX's Annual On-Call Maintenance & Software Licensing Information

OPEX's on-call maintenance program includes all labor and replacement parts necessitated by normal wear OPEX's on-call maintenance program includes all labor and replacement parts excluding consumable items (i.e., toner, ink cartridge, paper, etc.) necessitated by normal wear and tear from normal use of the OPEX products and necessary to maintain the OPEX products in good operating condition. The on-call maintenance program is divided into two (2) parts: Preventive Maintenance Calls and Demand Calls, as detailed below and are to be performed at the Customer's site. On-call maintenance services shall be provided in accordance to our then current maintenance agreement. All services will be provided directly and physically at Customer's equipment site in Cleveland, Ohio.

OPEX has attached a sample of the on-call master maintenance agreement under **Attachment B** on pages 23-30.

Preventive Maintenance Calls: OPEX shall provide regular schedule of preventative maintenance (PM) calls for each Model 72 unit on an annual basis. Performance of each PM shall be completed at the date/time that is agreeable to Customer and OPEX, during the contracted on-call coverage hours. The Model 72 receives twelve (12) PM per year.

Demand Calls: Customer will also have unlimited demand calls during the contracted service coverage period. When Customer calls for a demand call, OPEX's service technician will exert all reasonable efforts to arrive at the equipment site within four (4) hours for the for the Model 72, from the inception of the call, during OPEX's standard hours of coverage of 7AM-3PM, site local time, Monday through Friday, excluding OPEX holidays.

Upon completion of a preventive maintenance call and/or demand call, OPEX shall furnish a summary of the Maintenance Service provided to Customer. The Field Service Report shall contain the following information: (1) date and time of arrival; (2) specific identification of the OPEX product serviced; (3) time of Maintenance Service; (4) description of the malfunction (if any); and (5) list of parts replaced. Only new standard parts or parts of equal quality shall be used in providing Maintenance Service.

Contracted Hours of On-Call Coverage

OPEX's standard contracted hours of on-call coverage are from 7 AM – 3 PM, site local time, Monday through Friday, excluding OPEX holidays.

Response Time

To request service, simply call OPEX's 24/7/365 staffed Service Dispatch Line which is a toll-free telephone number (1-800-673-9288). Upon receipt of the service request, OPEX will exert all reasonable efforts to arrive at the equipment site within four (4) hours from the time the call is placed, during the contracted hours of on-call coverage, during the hours of 7AM-3PM, site local time, Monday through Friday, excluding OPEX holidays.

Holiday Coverage

OPEX currently observes the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

OPEX's Service Technician

All service calls are dispatched from the OPEX's World Headquarters located in Moorestown, New Jersey. The OPEX service technician that will be servicing the OPEX Equipment, however, are located in the local

area. Therefore, receiving "local" service is not an issue. A definite advantage of OPEX's National Service Organization is that coverage will always be available during the *contracted hours for service*. Customer need not make any "special" arrangements because if an OPEX technician is sick or schedules a vacation, OPEX covers those situations. OPEX is careful not to overstaff unnecessarily. However, OPEX's personnel planning also makes allowances for adequate coverage in the event that a technician is unavailable for any reason.

Parts Availability

To minimize downtime and expedite repairs, OPEX normally stock the parts required for servicing in close proximity to the equipment site. In the instances where a part is required that is not stocked by OPEX technicians, it is shipped overnight via United Parcel Service or via another expeditious means at no additional cost to the Customer. In some instances, if a part is critical to the Customer's operation, it can be shipped on the next available flight from Philadelphia International Airport.

Routine Cleaning

The day-to-day routine cleaning and minor adjustments on the Products, as described in both OPEX's equipment operating manuals and other supplementary material ("Published Specifications") which may be furnished by OPEX to Customer from time to time, shall be performed by Customer. OPEX will notify Customer in writing if Customer fails to perform routine cleaning on the Products.

Parts

OPEX is the Original Equipment Manufacturer (OEM) therefore only new standard parts or parts of equal quality shall be used in providing Maintenance Service.

Upgrades, Updates and/or Enhancements

For the OPEX products, OPEX shall provide all applicable updates to Customer at no cost if these updates are provided to OPEX's other similarly situated users also at no cost. As such, any and all upgrades, enhancements, or engineering changes which are offered at an additional cost shall also be made available to the County according to OPEX's published rates and terms then in effect.

OPEX Sole Source Statement

OPEX Corporation ("OPEX") is the sole authorized source for parts and service on its equipment. OPEX authorizes resellers and other third-parties to sell equipment and a maintenance agreement on our behalf, however, no third party has been authorized to act on behalf of OPEX regarding the maintenance of OPEX equipment. All warranty items, as well as all aspects of equipment support, are handled directly through the OPEX World Headquarters in Moorestown, New Jersey.

There are many reasons for this. The equipment utilizes proprietary service diagnostic software covered by various patents and copyrights. OPEX has not released or licensed this software to third parties. To effectively support OPEX equipment, these third parties would have to develop their own diagnostic software.

Second, when it comes to supporting and / or maintaining the machines, we have found that third parties generally do not perform the rigorous testing and maintenance programs that OPEX performs. As an example on the service side, we regularly inspect your equipment at various intervals throughout the year, replacing worn parts and performing service often before the machines actually experience downtime.

Finally, because OPEX does not distribute parts through third parties, these third-party service organizations often install used parts in the machines or parts of sub-standard quality that do not meet the specifications defined by OPEX. OPEX only uses parts which have been pre-tested to meet our factory's quality standards. It should also be noted that many of the parts are manufactured exclusively by OPEX in its Moorestown facility.

OPEX Service Warranty

OPEX warrants that all work required to be performed hereunder shall conform to the descriptions contained in this response and will be performed in a professional manner according to generally accepted industry standards. THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT.

Proprietary Products for OPEX Products

The operation and servicing of OPEX products are based upon proprietary components, processes, software, and technical support materials developed by OPEX Corporation for its exclusive use. These items are covered by various patents and copyrights, and may not be copied, reproduced or altered in any manner without prior written authorization and licensing from an authorized representative at OPEX Corporation.

Diagnostic Software

If Customer elects not to purchase a Maintenance Agreement from OPEX after the warranty period or is cancelled at any time, Diagnostic Software may be licensed on an annual basis per machine, in accordance with OPEX's pricing and terms and conditions then in effect.

Service Limitations

OPEX shall have no obligation hereunder to provide maintenance service to Product(s) which has deteriorated to such an extent that it cannot, in the reasonable discretion of OPEX, be maintained and needs to be replaced. OPEX shall provide written notice of any such deterioration. OPEX's obligations to provide maintenance service shall also terminate if Customer:

- (a) fails to provide OPEX with sufficient access to the Product, subject to Customer's reasonable Site policies and procedures;
- (b) negligently stores, handles operates or alters the Product, or uses the Product for purposes other than those set forth in the Published Specifications;
- (c) continues to fail to provide routine cleaning after being provided notice by OPEX;
- (d) fails to continually provide a suitable environment with all facilities and power as prescribed in the Published Specifications;
- (e) uses or operates the Product beyond its intended design parameters;
- (f) damages the Product through its use in conjunction with machinery or software not covered by this Agreement;
- (g) performs work, or allows a third party to work, on the Product, which is not authorized by OPEX;
- (h) alters or modifies in any way, the safety mechanisms, without the written consent of OPEX;
- (i) operates the Product with envelopes or enclosures other than those specified in the Published Specifications; or
- (j) Customer's relocating Product to a Site other than that defined in this Agreement; provided, however, that should OPEX and Customer agree to continue maintenance service on Product moved to another Site, Customer's Product shall be subject to inspection by OPEX, at OPEX's published rates and terms then in effect for such service, prior to OPEX resuming maintenance service on Customer's Product.

VII. OPEX's Responses to RFB 2021.05.07

Section III(A) – Terms and Conditions

Except as stated below, OPEX acknowledges and agrees to the provisions contained within this Section III(A) titled "Terms and Conditions" to the extent they are applicable to OPEX.

- With respect to **Sub-Section 2** titled "Indemnification," OPEX requests the below revision: "Subject to Sub-Section 9 below, the successful vendor shall agree to indemnify and save the CCBOE 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 the contractor, his servants or agents. Additionally, Vendor and CCBOE agree that Vendor's indemnity obligation and liability for damages hereunder will be reduced to the extent by which any claim, liability, loss, damage, or expense results from the negligence or misconduct of any employee, servant, officials, client or agent of CCBOE, or the employees, servants, officials agents or subcontractors of another party, client or contractor or non-parties to this contract (other than Vendor's servants or employees). Notwithstanding the foregoing, Vendor's obligations and liabilities set forth in the Sub-Section 2 shall not apply to CCBOE's sole negligent acts, gross negligence, or willful misconduct."
- With respect to **Sub-Section 5** titled "Acceptance of Performance," OPEX requests the below revision: "Acceptance of performance is a condition of the agreement. It shall be understood and agreed that an agent for CCBOE shall determine finally the satisfactory quality of the services and/or materials furnished under the agreement based on the acceptance testing criteria and terms list below in Exhibit VII.A. Failure to meet such 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 subject to the terms of this agreement."
- With respect to **Sub-Section 6** titled "Termination," OPEX requests the following revision to the first sentence: "In the event that the contract is terminated by the CCBOE, ~~thirty~~ sixty (60) calendar days advance written notice shall be given to the vendor."
- With respect to **Sub-Section 9** titled "Damages", OPEX requests the following modification to this sub-section: "Vendor is liable to the CCBOE for all actual and direct damages caused by Vendor's default. The CCBOE may buy substitute supplies or services, from a third party, for those that were to be provided by vendor. ~~The CCBOE may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by vendor's default, from vendor. The CCBOE 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 CCBOE.~~ In no event shall either party be liable to the other, whether in an action in negligence, contract, tort or based on a warranty or otherwise, for loss of profits, revenue, or loss or inaccuracy of data, or any indirect, incidental, punitive, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages. Further, except to the extent that liability arises from: (i) a breach by either party of its confidentiality obligations under this Agreement; (ii) instances of either party's gross negligence or willful misconduct; or (iii) instances of negligence, willful misconduct or failure to comply with the terms or conditions of this Agreement by the party or its employees, in connection with the performance of this Agreement, resulting in the death or personal injury to persons or the damage of tangible property, and in this event, the party's maximum liability for

such claim under this Sub-Section 9(iii) is an aggregate amount not to exceed five hundred thousand and 00/100 US dollars (\$500,000.00 USD); each party's maximum liability for damages under this Agreement, whether in an action in negligence, contract, tort or based on a breach of service warranty, shall not exceed the annual fees payable under this agreement. Any breach of a purchase warranty will be governed solely by the terms and conditions of the purchase warranty contain on page 13 above."

- With respect to **Sub-Section 12** titled "Assignment," OPEX requests the following modification to this sub-section: "~~The Vendor~~ **Neither party** 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 **the written** approval of the **other party** ~~County Executive and/or his designee by resolution.~~"
- For clarity purposes and as it pertains to **Sub-Section 13** titled "Ownership," OPEX is not transferring any ownership rights in any and all patents, trademarks, copyrights, or other intellectual property. Additionally, no ownership rights are being transferred under this agreement in any of the software, and all software licenses being provided are contingent upon the County's payment of the annual software license fee.
- With respect to **Sub-Section 15** titled "Payment Due Date," OPEX requests the following revision to the first sentence: "Payments under this contract will be due on the ~~60th~~ **30th** calendar day after the date of actual receipt of a proper invoice by the CCBOE."

Exhibit VII.A – OPEX Acceptance Testing

The delivery of the new OPEX equipment shall be subject to inspection and testing by the County for a period not to exceed seven (7) calendar days from the date OPEX completes installation of the OPEX equipment ("Acceptance Period") in accordance with the below terms. For avoidance of doubt, installation of the OPEX equipment shall occur immediately following delivery to the County's site and the timeframe for completing the installation is approximately fourteen (14) calendar days after the date of delivery. The equipment will be deemed accepted by the County no later than the conclusion of the Acceptance Test Period unless the County notifies OPEX in writing that a serialized unit of the OPEX equipment did not successfully complete the Acceptance Criteria as defined below.

The purpose of such testing is to permit the County to verify the installed unit of OPEX equipment's functionality, in accordance with the Acceptance Test Criteria as provided under this Exhibit A ("Acceptance Criteria") of OPEX's response to the County's RFB# 2021.05.07. During the Acceptance Period, the County shall provide a sufficient amount of media in order for the County to conduct the Acceptance Criteria. The County's live mail will be used to perform initial job set-up, make necessary adjustments, conduct operator training and conduct the Acceptance Criteria. Furthermore, during the Acceptance Period, the County shall not use the OPEX equipment for production purposes, including but not limited to processing normal, daily mail volumes. If the installed unit of OPEX equipment has not been formally accepted by the County at the conclusion of the Acceptance Period, but the County nevertheless chooses to use the installed unit of OPEX equipment for productive purposes of any kind, including but not limited to extracting, scanning, and/or sorting normal, daily mail volumes, then the installed unit of OPEX equipment shall be deemed to be accepted by the County.

During the Acceptance Period, if it is demonstrated that the installed unit of the OPEX equipment successfully meets the Acceptance Criteria, then such unit shall be deemed accepted by the County and the County shall sign a copy of Exhibit A. Upon conclusion of the Acceptance Period, and in the event an installed unit of Equipment fails to meet the Acceptance Criteria, then the County shall notify OPEX of the nonconformity and shall describe in written detail the reasons for the nonconformity. OPEX shall then have seven (7) calendar days, or such other longer time period as the County and OPEX mutually agree in writing is reasonable, to correct, repair, or modify said installed unit of OPEX equipment to eliminate the nonconformity and conduct a second test ("Cure Period") to determine if said installed unit of Equipment can then meet the Acceptance Criteria. Only such installed unit of OPEX equipment that failed to meet the Acceptance Criteria during the Acceptance Period will be subject to the Cure Period. The installed unit of OPEX equipment will be deemed accepted by the County at the end of the Cure Period unless the County notifies OPEX in writing during that the unit failed to successfully complete the Acceptance Criteria.

Upon conclusion of the Cure Period, and in the event an installed unit of OPEX equipment fails to meet the Acceptance Criteria, then the County shall extend the time as may be reasonably needed for OPEX to correct the failure and to continue with the Acceptance Criteria for the serialized unit of OPEX equipment.

Model 72 Acceptance Test Criteria

I. Condition and Completeness of the Machine.

General appearance must be acceptable, with no significant visible damage, and all hardware in place.

II. Model 72 Specifications

- | | | |
|-----|---------------------|--------------|
| 1.) | Envelope Height: | 3.5" – 6.38" |
| 2.) | Envelope Length: | 5" – 11.5" |
| 3.) | Envelope Thickness: | Up to 0.375" |

III. One (1) Hour Live Run Test for Acceptance.

1.) Description of Test:

This test is highly operator-dependent; therefore, the Model 72 must be operated in accordance to OPEX's supplied Model 72 Operator's Manual. The Acceptance Test will run exactly one (1) hour using the County's own mail, at which time the Acceptance Test will terminate. During the Acceptance Test, the following functions can be observed and/or performed on the Model 72 system:

2.) Mail can be loaded onto the Feeder Section:

a. The Model 72 feeder allows for various size and thickness of envelopes (as specified in Section II) - it will be necessary for the operator to load the Conveyor with up to 22" of mail.

b. Prior to start of Acceptance Test – the Top Cutter and Side Cutter will be set to accommodate the type of mail used for test.

3.) The Model 72 System can be powered up when the "Start" key is pressed:

a. The Performance Control Center displays copyright and performance information;

- b. The "Operator Main Menu" screen appears on the Performance Control Center; and
- c. The machine display allows for the selection of various operators, jobs, and processing settings.

4.) The Model 72 System can be operated in the Content Activation Mode, Differential Mode, or Content Removal Activation Mode.

5.) When operated in the Content Activation Mode (the usual mode of operation), the machine should perform the following functions:

- a. Pressing the "Push to Cycle" button will advance the envelope.
- b. The envelope will be auto-jogged to shift contents away from the cut edges.
- c. The envelope will be opened on the top (and the side, if the "side-cut" option is chosen)
- d. Envelope sides will be held open by suction cups; and
- e. The machine will cycle envelopes automatically, assuming all contents are removed.

6.) The Verifier will determine if contents have been left in the envelope:

- a. If contents remain in envelope, the Model 72 System will immediately stop running and notify the operator; and
- b. Machine cycling can be re-started by pressing the "Push to Cycle" button

7.) Empty envelopes will automatically be discarded into the trash bin.

8.) The Performance Control Center will display processing statistics, including Count (number of envelopes processed), Job Run Time (number of hours and minutes a job has been active), and Rate (number of pieces processed divided by the job run time).

9.) Printer Test (If Applicable):

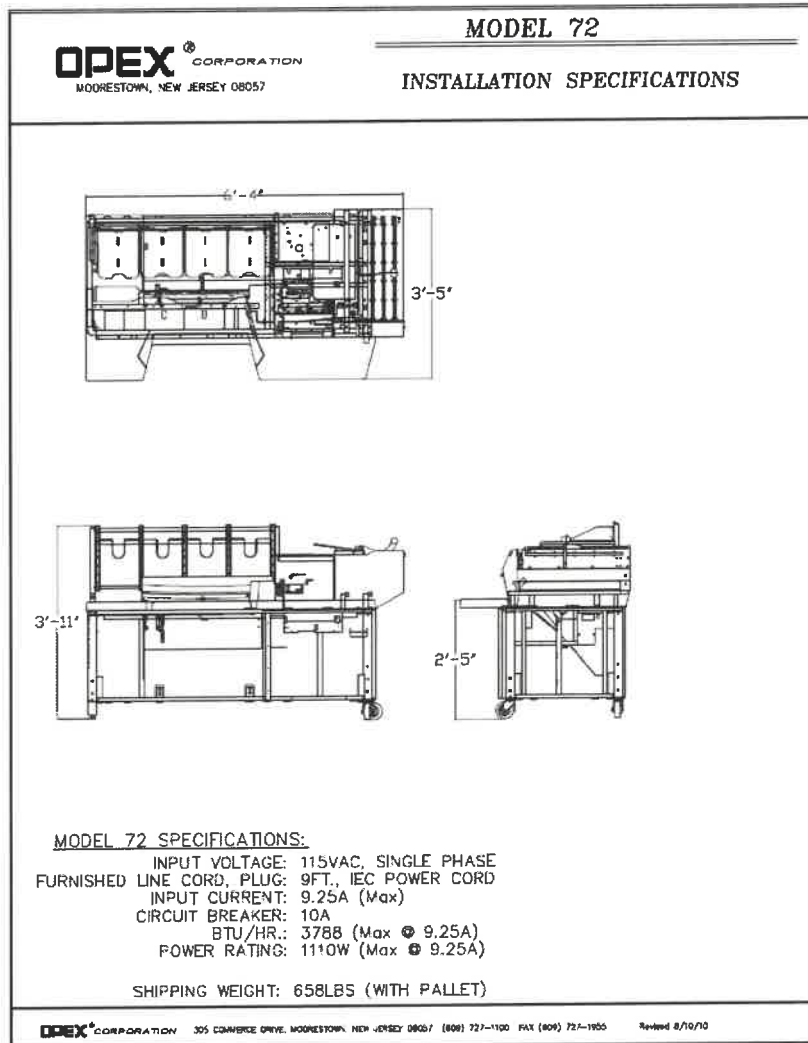
- a. In the Supervisor mode, the printer will automatically print performance statistics if the "Print Data" option is selected.

Test Results: _____ Pass _____ Fail Reason(s): _____

Purchaser's Signature	
Printed Name/Title/Date	DATED
Witnessed by (signed)	DATED

Attachment A: OPEX Model 72 Rapid Ballot Extractor Installation Specifications

OPEX Corporation: September 2019



Confidential

Page 42 of Installation Specifications

USA

Attachment B: OPEX Master Maintenance Agreement

MASTER MAINTENANCE AGREEMENT ("Agreement")

By and between OPEX CORPORATION ("Vendor") and
Cuyahoga County Board of Elections ("Customer")

Upon Delivery of the Equipment / 2021 ("Effective Date")

1. BASIC TERMS.

1.1 Equipment Covered. The machines specifically identified by serial number on Exhibit "A" shall be covered by this Agreement (collectively "Equipment"). Vendor shall furnish "Maintenance Service" (as defined in Paragraph 2.1 below) on Equipment at Customer's various Equipment "Sites" (as defined in Paragraph 2.2 below). Upon mutual agreement between the parties, and pursuant to the terms herein, Equipment may be added or deleted from the Exhibit "A" from time to time. All Maintenance Service shall be provided in consideration for the payment of Vendor's maintenance charges set forth herein, plus all sales and use taxes and such other governmental charges as may be imposed on the provision of goods and services hereunder. Service rates for the first year of this Agreement are detailed within Exhibit "B."

1.2 Effective Date; Renewals. Maintenance Service shall begin on the Effective Date listed above and shall continue for one year ("Initial Term"). This Agreement may be renewed from year-to-year upon the mutual agreement of both parties ("Renewal Term"). Payment by Customer of Vendor's invoicing for any Renewal Term shall be deemed as mutual agreement by the parties to renew this Agreement. Rates during any Renewal Term are subject to Vendors then current pricing.

1.3 Equipment Not Previously Covered. Any machine which Customer seeks to add to this Agreement that has not been continuously covered by a maintenance agreement with Vendor since the expiration of its warranty period, shall be subject to inspection by Vendor. After such inspection, if Vendor, in its sole discretion, determines that the machine is not operating in conformity with the "Published Specifications" (as defined in Paragraph 1.4 below), the machine shall be restored to good operating condition at Customer's expense, subject to Vendor's then current rates, as a condition of adding the machine to Exhibit "A."

1.4 Routine Cleaning. The day-to-day routine cleaning and minor adjustments on the Equipment, as described in both Vendor's equipment operating manuals and other supplementary material ("Published Specifications") which may be furnished by Vendor to Customer from time to time, shall be performed by Customer. Vendor will notify Customer in writing if the Customer fails to perform routine cleaning on the Equipment.

2. MAINTENANCE SERVICE.

2.1 Maintenance Service, Generally. Maintenance Service is defined as all labor and replacement parts necessitated by normal wear and tear from operation of the Equipment in accordance with Vendor's Published Specifications, in order to maintain the Equipment in good operating condition ("Maintenance Service").

2.2 Definition of Customer's Equipment Site(s). "Site" is defined as the one (1) floor within Customer's premises specified in Exhibit "A." Equipment moved to a different Site is subject to the limitations described in Paragraph 7.1(j) below.

2.3 Service Calls. Preventive Maintenance Service calls are those periodic calls initiated by Vendor to keep the Equipment operating in accordance with Vendor's Published Specifications ("PM's"). Demand Maintenance Service calls are those calls initiated by Customer to request that Vendor repair

Equipment that is malfunctioning or not operating in accordance with the Published Specifications ("Demand Calls"). (A PM may be performed in conjunction with a Demand Call placed by Customer, depending upon, and at the discretion of, Vendor's service technician.) The minimum number of PM's and maximum number of Demand Calls for each piece of Equipment are outlined in the chart below.

Machine Type	Models 72
Demand	unlimited
Preventive Maintenance	12

Demand Calls in excess of the maximum may be billed at Vendor's then current rates. Additionally, if Vendor, in its sole discretion, determines that the number of "unlimited" calls becomes unreasonable, Vendor reserves the right to charge for excessive Demand Calls after providing written notice to Customer.

2.4 Field Service Reports. Vendor shall furnish a summary of the Maintenance Service provided to the Customer upon completion of each Maintenance Service call ("Field Service Report"). The Field Service Report shall contain the following information: (i) date and time of arrival; (ii) specific identification of Equipment serviced; (iii) time of Maintenance Service; (iv) description of the malfunction (if any); and (v) list of parts replaced.

2.5 Response Times. For all Equipment, Vendor shall exert all reasonable efforts to respond to Demand Call requests within four (4) hours after such call is received by Vendor, during the designated Coverage Hours.

2.6 Parts. Only new standard parts or parts of equal quality shall be used in providing Maintenance Service. Title to all replacement parts provided during the course of providing Maintenance Service pursuant to this Agreement will pass to Customer upon installation.

3. GENERAL TERMS.

3.1 Standard Maintenance Charge. Vendor's standard maintenance charge provides for Maintenance Service to Equipment covered during any mutually agreed upon Coverage Hours, subject to the terms and conditions set forth in Paragraph 3.4 below ("Standard Maintenance Charge").

3.2 Equipment Usage Charge. Actual Equipment usage shall be measured by Vendor every three (3) months or thirteen (13) weeks ("Quarterly Basis"). Any particular piece of Equipment which processes envelopes in excess of the volumes specified below shall be subject to an additional charge ("Additional Usage Charge"). Additional Usage Charges shall be calculated on half-shift increments; and shall be invoiced based upon 25% of Vendor's Standard Maintenance Charge.

To the extent that the number of envelopes processed by a particular piece of Equipment exceeds the numbers set forth below on a Quarterly Basis, an Additional Usage Charge shall apply:

<u>Equipment</u>	<u>Envelopes per quarter</u>
Models 72	N/A*

*NOTE: In the event that Equipment usage is extraordinary, Vendor, in its sole discretion, reserves the right to establish an Additional Usage Charge for this Equipment after providing Customer written notice.

3.3 Maintenance Service Coverage Hours, Generally. All Equipment located at a particular Site must be maintained during the same Maintenance Service schedule ("Coverage Hours"). Coverage Hours shall be governed by the terms and conditions set forth below.

3.3.1 Coverage Hours for a Site. For all Equipment, Vendor shall exert all reasonable efforts to respond to Demand Call requests within four (4) hours after such call is received by Vendor, during the designated Coverage Hours. For a Site, Coverage Hours shall be 7:00 am to 3:00 pm (Site local time), Monday through Friday, excluding Vendor Holidays.

3.4 Altering Coverage Hours. Customer shall be able to increase, decrease or shift, the Coverage Hours for a Site. However, in no event, may the Coverage Hours be decreased to less than forty (40) hours per week.

3.4.1 Increasing Coverage Hours. Upon thirty (30) days written notice, Customer may increase the Coverage Hours for a particular Site. Any increase in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates based upon half shift increments.

3.4.2 Decreasing Coverage Hours. Upon sixty (60) days written notice, Customer may decrease the Coverage Hours for a particular Site. This 60-day notice period applies to any decrease in Maintenance Service, including removing Equipment or Equipment options, reducing the number of covered shifts, or total termination of Maintenance Service for a Site. The notice period shall begin to run from the date on which Vendor receives the written notification. Upon receipt of the 60-day notice, Customer will be provided a credit for any unused Maintenance Service towards future Equipment or Maintenance Service, calculated from the date of the expiration of the sixty (60) day period.

3.4.3 Shifting Coverage Hours. Upon thirty (30) days written notice, Customer may shift the Coverage Hours for a particular Site. Any shift in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.5 Vendor Holidays. Vendor observes the following holidays: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve; and Christmas Day. Upon thirty (30) days written notice, Customer may obtain Maintenance Service coverage on Vendor Holidays. Vendor Holiday coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.6 Invoicing. Vendor shall invoice Customer annually in advance for the Standard Maintenance Charge. Any additional service charges (e.g., machine restoration pursuant to Paragraph 1.3, Weekend Coverage, etc.) shall be invoiced quarterly in arrears. Terms of payment are net thirty (30) days from date the invoice is issued. Late payments shall bear interest at the lesser of (i) 2% per month or (ii) the highest permissible rate by law, payable monthly.

4. PROPRIETARY TECHNOLOGY AND DIAGNOSTICS; CONFIDENTIALITY.

4.1 Technology. Vendor holds intellectual property rights in the Equipment, which includes the Equipment's computer operating system, software components and mechanical components (collectively "Technology"). No licenses, either express or implied, under any patents are granted by Vendor to Customer hereunder, except as expressly stated herein. Customer agrees that it shall not copy, remove, use (except for operation of the Equipment in accordance with the Published Specifications), or disclose Technology to any third party.

4.2 Diagnostics. In providing Maintenance Service, Vendor utilizes certain software diagnostics ("Diagnostics"). Vendor holds intellectual property rights in the Diagnostics, and the Diagnostics are for

Vendor's exclusive use. Except with the express written consent of Vendor, Customer shall not use, copy, remove, or alter the Diagnostics. It is understood and agreed by Customer that upon termination of this Agreement, Customer shall either: (i) Return the Diagnostics to Vendor at Vendor's expense; or (ii) Purchase, according to Vendor's then current rates, a non-exclusive, non-transferable and personal limited license to use the Diagnostics.

4.3 Confidential Information. During the term of this Agreement, either party may have access to, or be given, certain technical information or data, customer information or data, manuals, drawings, sketches, models, samples, tools, or the like, of the other party, which are of a confidential or proprietary nature (collectively "Information"). All Information furnished to the receiving party, whether written, oral or otherwise, shall remain the sole and exclusive property of the disclosing party. Upon request, all Information shall be returned to the disclosing party. Unless such Information: (i) was previously known to the receiving party free of any obligation to keep it confidential; (ii) is subsequently made public by the disclosing party or by a third party, other than by breach of agreement; or (iii) is required to be disclosed to any governmental agency or court of competent jurisdiction by written order or decree (in which case the disclosing party shall be given prompt notice by the receiving party of such order or decree, and shall be given an opportunity to contest or direct such disclosure); the Information shall be kept confidential by the receiving party and shall be used solely for the purposes of fulfilling the terms of this Agreement.

5. WARRANTY; WARRANTY LIMITATIONS.

Vendor warrants that all work required to be performed hereunder shall conform to the descriptions contained in this Agreement and will be performed in a professional manner according to generally accepted industry standards. THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT.

6. INFRINGEMENT AND GENERAL INDEMNIFICATION.

6.1 Patent, Copyright and Trademark Infringement Indemnification. Vendor will (i) indemnify, hold harmless and defend Customer, at Vendor's expense, from and against any claim brought against Customer alleging that any portion of the Equipment infringes a European Union, Canadian or United States patent, copyright, trademark, or other intellectual property right, of any third party; and (ii) hold Customer harmless from and against all costs and damages finally awarded, provided that Vendor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim.

6.1.1 Infringement Defense. In the defense or settlement of a claim pursuant to Paragraph 6.1 above, Vendor may: (i) obtain for Customer the right to continue using the Equipment; (ii) replace or modify the Equipment so that it becomes non-infringing; or (iii) if remedies (i) and (ii) are not reasonably available, grant Customer a depreciated refund pro-rata based upon a sixty (60) month life, measured from the original installation date of the Equipment.

6.1.2. Infringement Indemnification Limitations. Vendor shall not have any liability if the alleged infringement is based upon the use or sale of the Equipment in combination with other products or devices not furnished or approved by Vendor. VENDOR DISCLAIMS ALL OTHER LIABILITY FOR PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE RIGHTS STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

6.2 General Indemnity. Each party shall indemnify and hold harmless the other party, its affiliates, and its and their directors, officers, employees and agents from and against all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including legal fees and expenses) to or in favor of others, as well as all claims, causes of action and suits by others; including without limitation employees, subcontractors or agents of the indemnified party and its affiliates for personal injury (including death) or real or tangible property damage, arising out of acts or omission to act under this Agreement.

6.3 Defense of Claim. In the event of any such claim set forth in Paragraph 6.2 above, at the request of the indemnified party, the indemnifying party shall at its sole expense defend all claims, suits or proceedings arising out of the foregoing. The indemnifying party shall be notified promptly of any such claims, suits or proceedings in writing, and shall have full and complete authority, information and assistance for the defense of such claim; provided, however, the indemnifying party shall have no authority to enter into any settlement or compromise on behalf of the indemnified party without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld. In all events, the indemnified party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its expense.

7. LIMITATIONS.

7.1 Maintenance Service Limitations. Notwithstanding anything herein to the contrary, Vendor shall have no obligation hereunder to provide Maintenance Service to Equipment which has deteriorated to such an extent that it cannot, in the reasonable discretion of Vendor, be maintained and needs to be replaced. Vendor shall provide written notice of any such deterioration. Vendor's obligations to provide Maintenance Service shall also terminate if Customer:

- (a) fails to provide Vendor with sufficient access to the Equipment, subject to Customer's reasonable Site policies and procedures;
- (b) negligently stores, handles, operates or alters the Equipment, or uses the Equipment for purposes other than those set forth in the Published Specifications;
- (c) continues to fail to provide routine cleaning after being provided notice by Vendor pursuant to Paragraph 1.4 above;
- (d) fails to continually provide a suitable environment with all facilities and power as prescribed in the Published Specifications;
- (e) uses or operates the Equipment beyond its intended design parameters;
- (f) damages the Equipment through its use in conjunction with machinery or software not covered by this Agreement;
- (g) performs work, or allows a third party to work, on the Equipment, which is not authorized by Vendor;
- (h) alters or modifies in any way, the safety mechanisms, without the written consent of Vendor;
- (i) operates the Equipment with envelopes or enclosures other than those specified in the Published Specifications; or
- (j) relocates Equipment to a Site other than that defined in this Agreement; provided, however, that should Vendor and Customer agree to continue Maintenance Service on Equipment moved to another Site, Customer's Equipment shall be subject to inspection by

Vendor, at Vendor's published rates and terms then in effect for such service, prior to Vendor resuming Maintenance Service on Customer's Equipment.

7.2 General Limitations. In no event shall either party be liable to the other, whether in an action in negligence, contract, tort or based on a warranty or otherwise, for loss of profits, revenue, or loss or inaccuracy of data, or any indirect, incidental, punitive, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages. Further, except to the extent that liability arises from: (i) a breach by either party of its confidentiality obligations in Paragraph 4.3; or (ii) instances of either party's gross negligence or willful misconduct; each party's liability for damages under this Agreement, whether in an action in negligence, contract, tort or based on a warranty, shall not exceed the annual fees payable for the Maintenance Service.

8. GENERAL PROVISIONS.

8.1 Governing Law. This Agreement shall be construed in accordance with the laws of the State of New Jersey. Any claim arising out of or in connection with this Agreement shall be brought only in the district court in and for the State of New Jersey, and Customer agrees to personal jurisdiction over it in such court.

8.2 Fees Due For Breach. In the event that one of the parties hereto breaches or defaults on any of its obligations or responsibilities under this Agreement (the "Breaching Party"), then on behalf of the party not in default (the "Non-Breaching Party"), the Breaching Party shall indemnify, and be responsible for, the reasonable attorneys' fees, costs, and expenses incurred by the Non-Breaching Party in enforcing or remedying any breach hereunder by the Breaching Party.

8.3 Assignment. Neither party may assign this Agreement unless mutually agreed upon by the parties, such agreement not to be unreasonably withheld by either party. However, in no event shall this Agreement be assigned to a competitor of Vendor.

8.4 Rights Cumulative; Non-Waiver. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure or delay by either party to enforce any contract term herein shall not be deemed a waiver of future enforcement of that or any other term.

8.5 Severability. In the event any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had not been contained herein.

8.6 Force Majeure. Neither Vendor nor Customer shall be held responsible for any delay or failure in performance of this Agreement caused by fires, strikes, embargoes, government requirements, acts of God or public enemy or other similar causes beyond their reasonable control.

8.7 Nondiscrimination Clause. Vendor is an equal employment opportunity employer and is a federal contractor. Consequently, Vendor and Customer (as applicable) agree that they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference. The parties further agree that they will comply with the provisions of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as applicable, relating to the notice of employee rights under federal labor laws.

8.8 Order of Precedence. Unless otherwise provided herein or agreed to in a signed writing, documents will apply in the following descending order of precedence: (i) main body of this Agreement and Exhibit "C;" (ii) Exhibits "A" and "B;" and (iii) all other transaction documents.

8.9 Entire Agreement. This Agreement, the Exhibits and documents incorporated herein, are the final, full and exclusive expression of the understandings of the parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral and written, of either party.

By signing below, the Vendor and Customer agree to be bound by the terms of this Agreement and any attached Exhibits.

OPEX CORPORATION ("Vendor")

Cuyahoga County Board of Elections ("Customer")

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A" EQUIPMENT SCHEDULE

- 1) Customer's Name: [Insert]
- 2) The Equipment covered by this Agreement is located at the following Site(s):
[Insert]
- 3) The Equipment covered by this Agreement includes the machines described below:
 - (a) Machine Description: [Insert]
Serial Number(s): [Insert]
 - (b) Machine Description: [Insert]
Serial Number(s): [Insert]

By signing below, the Parties agree to be bound by the terms of the Agreement and this Exhibit "A."

OPEX CORPORATION ("Vendor")

[Insert] ("Customer")

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "B" SERVICE PRICING

Pricing for the Initial Term of the Agreement is based on the current rates set forth herein, prepaid annually in advance, per shift, per site. Pricing for any Renewal Term is subject to change, based upon Vendor's published rates then in effect.

<u>Product Description</u>	<u>Price Each</u>	<u>QTY</u>	<u>Extended Price</u>
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Initial Term: To Begin at Conclusion of Warranty Period

Total Service Costs (pre-tax)

\$0.00

Attachment C: OPEX Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/4/2021

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

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

PRODUCER The Graham Company The Graham Building 1 Penn Square West Philadelphia PA 19102-		CONTACT NAME: James H. Bonner PHONE: (A/C No. Ext.) 215-567-6300 FAX: (A/C No.) 215-525-0234 E-MAIL ADDRESS: BONNER_UNIT@grahamco.com	
INSURED OPEX Corporation 305 Commerce Drive Moorestown, NJ 08057		INSURER(S) AFFORDING COVERAGE INSURER A: First Liberty Insurance Corp. NAIC # 33588 INSURER B: Liberty Insurance Corporation 42404 INSURER C: LM Insurance Corporation 10765 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 311447955 **REVISION NUMBER:**

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

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSR YYY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TB6-Z51-290099-070	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 700,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> PHYS DMG		AS7-Z51-290099-030	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PD Deductible \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> CLAIMS-MADE		TH7-Z51-290099-080	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC5-Z51-290099-010	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Cuyahoga County and its employees are added as Additional Insureds on the above General Liability Policy if required by written contract and is included as Insureds on the above Auto Liability Policy.

CERTIFICATE HOLDER Cuyahoga County 1219 Ontario Cleveland OH 44115- USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Attachment B: OPEX Master Maintenance Agreement

MASTER MAINTENANCE AGREEMENT ("Agreement")

By and between OPEX CORPORATION ("Vendor") and
Cuyahoga County Board of Elections ("Customer")

Upon Delivery of the Equipment / 2021 ("Effective Date")

1. BASIC TERMS.

1.1 Equipment Covered. The machines specifically identified by serial number on Exhibit "A" shall be covered by this Agreement (collectively "Equipment"). Vendor shall furnish "Maintenance Service" (as defined in Paragraph 2.1 below) on Equipment at Customer's various Equipment "Sites" (as defined in Paragraph 2.2 below). Upon mutual agreement between the parties, and pursuant to the terms herein, Equipment may be added or deleted from the Exhibit "A" from time to time. All Maintenance Service shall be provided in consideration for the payment of Vendor's maintenance charges set forth herein, plus all sales and use taxes and such other governmental charges as may be imposed on the provision of goods and services hereunder. Service rates for the first year of this Agreement are detailed within Exhibit "B."

1.2 Effective Date; Renewals. Maintenance Service shall begin on the Effective Date listed above and shall continue for one year ("Initial Term"). This Agreement may be renewed from year-to-year upon the mutual agreement of both parties ("Renewal Term"). Payment by Customer of Vendor's invoicing for any Renewal Term shall be deemed as mutual agreement by the parties to renew this Agreement. Rates during any Renewal Term are subject to Vendors then current pricing.

1.3 Equipment Not Previously Covered. Any machine which Customer seeks to add to this Agreement that has not been continuously covered by a maintenance agreement with Vendor since the expiration of its warranty period, shall be subject to inspection by Vendor. After such inspection, if Vendor, in its sole discretion, determines that the machine is not operating in conformity with the "Published Specifications" (as defined in Paragraph 1.4 below), the machine shall be restored to good operating condition at Customer's expense, subject to Vendor's then current rates, as a condition of adding the machine to Exhibit "A."

1.4 Routine Cleaning. The day-to-day routine cleaning and minor adjustments on the Equipment, as described in both Vendor's equipment operating manuals and other supplementary material ("Published Specifications") which may be furnished by Vendor to Customer from time to time, shall be performed by Customer. Vendor will notify Customer in writing if the Customer fails to perform routine cleaning on the Equipment.

2. MAINTENANCE SERVICE.

2.1 Maintenance Service, Generally. Maintenance Service is defined as all labor and replacement parts necessitated by normal wear and tear from operation of the Equipment in accordance with Vendor's Published Specifications, in order to maintain the Equipment in good operating condition ("Maintenance Service").

2.2 Definition of Customer's Equipment Site(s). "Site" is defined as the one (1) floor within Customer's premises specified in Exhibit "A." Equipment moved to a different Site is subject to the limitations described in Paragraph 7.1(j) below.

2.3 Service Calls. Preventive Maintenance Service calls are those periodic calls initiated by Vendor to keep the Equipment operating in accordance with Vendor's Published Specifications ("PM's"). Demand Maintenance Service calls are those calls initiated by Customer to request that Vendor repair

Equipment that is malfunctioning or not operating in accordance with the Published Specifications ("Demand Calls"). (A PM may be performed in conjunction with a Demand Call placed by Customer, depending upon, and at the discretion of, Vendor's service technician.) The minimum number of PM's and maximum number of Demand Calls for each piece of Equipment are outlined in the chart below.

Machine Type	Models 72
Demand	unlimited
Preventive Maintenance	12

Demand Calls in excess of the maximum may be billed at Vendor's then current rates. Additionally, if Vendor, in its sole discretion, determines that the number of "unlimited" calls becomes unreasonable, Vendor reserves the right to charge for excessive Demand Calls after providing written notice to Customer.

2.4 Field Service Reports. Vendor shall furnish a summary of the Maintenance Service provided to the Customer upon completion of each Maintenance Service call ("Field Service Report"). The Field Service Report shall contain the following information: (i) date and time of arrival; (ii) specific identification of Equipment serviced; (iii) time of Maintenance Service; (iv) description of the malfunction (if any); and (v) list of parts replaced.

2.5 Response Times. For all Equipment, Vendor shall exert all reasonable efforts to respond to Demand Call requests within four (4) hours after such call is received by Vendor, during the designated Coverage Hours.

2.6 Parts. Only new standard parts or parts of equal quality shall be used in providing Maintenance Service. Title to all replacement parts provided during the course of providing Maintenance Service pursuant to this Agreement will pass to Customer upon installation.

3. GENERAL TERMS.

3.1 Standard Maintenance Charge. Vendor's standard maintenance charge provides for Maintenance Service to Equipment covered during any mutually agreed upon Coverage Hours, subject to the terms and conditions set forth in Paragraph 3.4 below ("Standard Maintenance Charge").

3.2 Equipment Usage Charge. Actual Equipment usage shall be measured by Vendor every three (3) months or thirteen (13) weeks ("Quarterly Basis"). Any particular piece of Equipment which processes envelopes in excess of the volumes specified below shall be subject to an additional charge ("Additional Usage Charge"). Additional Usage Charges shall be calculated on half-shift increments; and shall be invoiced based upon 25% of Vendor's Standard Maintenance Charge.

To the extent that the number of envelopes processed by a particular piece of Equipment exceeds the numbers set forth below on a Quarterly Basis, an Additional Usage Charge shall apply:

<u>Equipment</u>	<u>Envelopes per quarter</u>
Models 72	N/A*

*NOTE: In the event that Equipment usage is extraordinary, Vendor, in its sole discretion, reserves the right to establish an Additional Usage Charge for this Equipment after providing Customer written notice.

3.3 Maintenance Service Coverage Hours, Generally. All Equipment located at a particular Site must be maintained during the same Maintenance Service schedule ("Coverage Hours"). Coverage Hours shall be governed by the terms and conditions set forth below.

3.3.1 Coverage Hours for a Site. For all Equipment, Vendor shall exert all reasonable efforts to respond to Demand Call requests within four (4) hours after such call is received by Vendor, during the designated Coverage Hours. For a Site, Coverage Hours shall be 7:00 am to 3:00 pm (Site local time), Monday through Friday, excluding Vendor Holidays.

3.4 Altering Coverage Hours. Customer shall be able to increase, decrease or shift, the Coverage Hours for a Site. However, in no event, may the Coverage Hours be decreased to less than forty (40) hours per week.

3.4.1 Increasing Coverage Hours. Upon thirty (30) days written notice, Customer may increase the Coverage Hours for a particular Site. Any increase in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates based upon half shift increments.

3.4.2 Decreasing Coverage Hours. Upon sixty (60) days written notice, Customer may decrease the Coverage Hours for a particular Site. This 60-day notice period applies to any decrease in Maintenance Service, including removing Equipment or Equipment options, reducing the number of covered shifts, or total termination of Maintenance Service for a Site. The notice period shall begin to run from the date on which Vendor receives the written notification. Upon receipt of the 60-day notice, Customer will be provided a credit for any unused Maintenance Service towards future Equipment or Maintenance Service, calculated from the date of the expiration of the sixty (60) day period.

3.4.3 Shifting Coverage Hours. Upon thirty (30) days written notice, Customer may shift the Coverage Hours for a particular Site. Any shift in the Coverage Hours shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.5 Vendor Holidays. Vendor observes the following holidays: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve; and Christmas Day. Upon thirty (30) days written notice, Customer may obtain Maintenance Service coverage on Vendor Holidays. When one of the above designated Vendor Holiday(s) is on a Saturday or Sunday, the Vendor Holiday(s) will be observed on the date observed by the federal government and/or by Vendor. Vendor Holiday coverage shall be subject to Vendor personnel availability and subject to Vendor's then current rates.

3.6 Invoicing. Vendor shall invoice Customer annually in advance for the Standard Maintenance Charge. Any additional service charges (e.g., machine restoration pursuant to Paragraph 1.3, Weekend Coverage, etc.) shall be invoiced quarterly in arrears. Terms of payment are net thirty (30) days from date the invoice is issued. Late payments shall bear interest at the lesser of (i) 2% per month or (ii) the highest permissible rate by law, payable monthly.

4. PROPRIETARY TECHNOLOGY AND DIAGNOSTICS; CONFIDENTIALITY.

4.1 Technology. Vendor holds intellectual property rights in the Equipment, which includes the Equipment's computer operating system, software components and mechanical components (collectively "Technology"). No licenses, either express or implied, under any patents are granted by Vendor to Customer hereunder, except as expressly stated herein. Customer agrees that it shall not copy, remove, use (except for operation of the Equipment in accordance with the Published Specifications), or disclose Technology to any third party.

4.2 Diagnostics. In providing Maintenance Service, Vendor utilizes certain software diagnostics

("Diagnostics"). Vendor holds intellectual property rights in the Diagnostics, and the Diagnostics are for Vendor's exclusive use. Except with the express written consent of Vendor, Customer shall not use, copy, remove, or alter the Diagnostics. It is understood and agreed by Customer that upon termination of this Agreement, Customer shall either: (i) Return the Diagnostics to Vendor at Vendor's expense; or (ii) Purchase, according to Vendor's then current rates, a non-exclusive, non-transferable and personal limited license to use the Diagnostics.

4.3 Confidential Information. During the term of this Agreement, either party may have access to, or be given, certain technical information or data, customer information or data, manuals, drawings, sketches, models, samples, tools, or the like, of the other party, which are of a confidential or proprietary nature (collectively "Information"). All Information furnished to the receiving party, whether written, oral or otherwise, shall remain the sole and exclusive property of the disclosing party. Upon request, all Information shall be returned to the disclosing party. Unless such Information: (i) was previously known to the receiving party free of any obligation to keep it confidential; (ii) is subsequently made public by the disclosing party or by a third party, other than by breach of agreement; or (iii) is required to be disclosed to any governmental agency or court of competent jurisdiction by written order or decree (in which case the disclosing party shall be given prompt notice by the receiving party of such order or decree, and shall be given an opportunity to contest or direct such disclosure); the Information shall be kept confidential by the receiving party and shall be used solely for the purposes of fulfilling the terms of this Agreement.

5. WARRANTY; WARRANTY LIMITATIONS.

Vendor warrants that all work required to be performed hereunder shall conform to the descriptions contained in this Agreement and will be performed in a professional manner according to generally accepted industry standards. THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT.

6. INFRINGEMENT AND GENERAL INDEMNIFICATION.

6.1 Patent, Copyright and Trademark Infringement Indemnification. Vendor will (i) indemnify, hold harmless and defend Customer, at Vendor's expense, from and against any claim brought against Customer alleging that any portion of the Equipment infringes a European Union, Canadian or United States patent, copyright, trademark, or other intellectual property right, of any third party; and (ii) hold Customer harmless from and against all costs and damages finally awarded, provided that Vendor is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim.

6.1.1 Infringement Defense. In the defense or settlement of a claim pursuant to Paragraph 6.1 above, Vendor may: (i) obtain for Customer the right to continue using the Equipment; (ii) replace or modify the Equipment so that it becomes non-infringing; or (iii) if remedies (i) and (ii) are not reasonably available, grant Customer a depreciated refund pro-rata based upon a sixty (60) month life, measured from the original installation date of the Equipment.

6.1.2. Infringement Indemnification Limitations. Vendor shall not have any liability if the alleged infringement is based upon the use or sale of the Equipment in combination with other products or devices not furnished or approved by Vendor. VENDOR DISCLAIMS ALL OTHER LIABILITY FOR PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE RIGHTS STATED HEREIN ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

6.2 General Indemnity. Vendor shall indemnify and hold harmless Customer, its

6.2 General Indemnity. Vendor shall indemnify and hold harmless Customer, its affiliates, and its and their directors, officers, employees and agents from and against all losses, liabilities, judgments, awards, settlements, damages, fines, injuries, penalties and costs (including legal fees and expenses) to or in favor of others, as well as all claims, causes of action and suits by others; including without limitation employees, subcontractors or agents of the indemnified party and its affiliates for personal injury (including death) or real or tangible property damage, arising out of acts or omission to act under this Agreement.

6.3 Defense of Claim. In the event of any such claim set forth in Paragraph 6.2 above, at the request of the indemnified party, the indemnifying party shall at its sole expense defend all claims, suits or proceedings arising out of the foregoing. The indemnifying party shall be notified promptly of any such claims, suits or proceedings in writing, and shall have full and complete authority, information and assistance for the defense of such claim; provided, however, the indemnifying party shall have no authority to enter into any settlement or compromise on behalf of the indemnified party without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld. In all events, the indemnified party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its expense.

7. LIMITATIONS.

7.1 Maintenance Service Limitations. Notwithstanding anything herein to the contrary, Vendor shall have no obligation hereunder to provide Maintenance Service to Equipment which has deteriorated to such an extent that it cannot, in the reasonable discretion of Vendor, be maintained and needs to be replaced. Vendor shall provide written notice of any such deterioration. Vendor's obligations to provide Maintenance Service shall also terminate if Customer:

- (a) fails to provide Vendor with sufficient access to the Equipment, subject to Customer's reasonable Site policies and procedures;
- (b) negligently stores, handles, operates or alters the Equipment, or uses the Equipment for purposes other than those set forth in the Published Specifications;
- (c) continues to fail to provide routine cleaning after being provided notice by Vendor pursuant to Paragraph 1.4 above;
- (d) fails to continually provide a suitable environment with all facilities and power as prescribed in the Published Specifications;
- (e) uses or operates the Equipment beyond its intended design parameters;
- (f) damages the Equipment through its use in conjunction with machinery or software not covered by this Agreement;
- (g) performs work, or allows a third party to work, on the Equipment, which is not authorized by Vendor;
- (h) alters or modifies in any way, the safety mechanisms, without the written consent of Vendor;
- (i) operates the Equipment with envelopes or enclosures other than those specified in the Published Specifications; or
- (j) relocates Equipment to a Site other than that defined in this Agreement; provided, however, that should Vendor and Customer agree to continue Maintenance Service on Equipment moved to another Site, Customer's Equipment shall be subject to inspection by

Vendor, at Vendor's published rates and terms then in effect for such service, prior to Vendor resuming Maintenance Service on Customer's Equipment.

7.2 General Limitations. In no event shall either party be liable to the other, whether in an action in negligence, contract, tort or based on a warranty or otherwise, for loss of profits, revenue, or loss or inaccuracy of data, or any indirect, incidental, punitive, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages. Further, except to the extent that liability arises from: (i) a breach by either party of its confidentiality obligations in Paragraph 4.3; or (ii) instances of either party's gross negligence or willful misconduct; each party's liability for all other direct damages under this Agreement, whether in an action in negligence, contract or tort or based on a warranty, shall not exceed the greater of fifty thousand and 00/100 dollars (\$50,000.00) or the annual fees payable for the Maintenance Service. Additionally, Vendor and Customer agree that Vendor's indemnity obligation hereunder will be reduced to the extent by which any claim, liability, loss, damage, or expense results from the negligence or misconduct of any employee, servant, officials, client and/or agent of Customer, or the employees, servants, officials agents or subcontractors of another party, client and/or contractor or non-parties to this Agreement (other than Vendor's servants or employees).

8. GENERAL PROVISIONS.

8.1 Governing Law. This Agreement shall be construed in accordance with the laws of the State of New Jersey. Any claim arising out of or in connection with this Agreement shall be brought only in the district court in and for the State of New Jersey, and Customer agrees to personal jurisdiction over it in such court.

8.2 Fees Due For Breach. In the event that one of the parties hereto breaches or defaults on any of its obligations or responsibilities under this Agreement (the "Breaching Party"), then on behalf of the party not in default (the "Non-Breaching Party"), the Breaching Party shall indemnify, and be responsible for, the reasonable attorneys' fees, costs, and expenses incurred by the Non-Breaching Party in enforcing or remedying any breach hereunder by the Breaching Party.

8.3 Assignment. Neither party may assign this Agreement unless mutually agreed upon by the parties, such agreement not to be unreasonably withheld by either party. However, in no event shall this Agreement be assigned to a competitor of Vendor.

8.4 Rights Cumulative; Non-Waiver. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure or delay by either party to enforce any contract term herein shall not be deemed a waiver of future enforcement of that or any other term.

8.5 Severability. In the event any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the law of any state or of the United States of America, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had not been contained herein.

8.6 Force Majeure. Neither Vendor nor Customer shall be held responsible for any delay or failure in performance of this Agreement caused by fires, strikes, embargoes, government requirements, acts of God or public enemy or other similar causes beyond their reasonable control.

8.7. Nondiscrimination Clause. Vendor is an equal employment opportunity employer and is a federal contractor. Consequently, Vendor and Customer (as applicable) agree that they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference. The parties further agree that they will comply with the provisions of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as applicable, relating to the notice of employee rights under Cuyahoga County Board of Elections

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Vendor, at Vendor's published rates and terms then in effect for such service, prior to federal labor laws.

8.8 Order of Precedence. Unless otherwise provided herein or agreed to in a signed writing, documents will apply in the following descending order of precedence: (i) main body of this Agreement and Exhibit "C;" (ii) Exhibits "A" and "B;" and (iii) all other transaction documents.

8.9 Entire Agreement. This Agreement, the Exhibits and documents incorporated herein, are the final, full and exclusive expression of the understandings of the parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral and written, of either party.

By signing below, the Vendor and Customer agree to be bound by the terms of this Agreement and any attached Exhibits.

OPEX CORPORATION ("Vendor")

Cuyahoga County Board of Elections ("Customer")

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Voucher Summary

Board Approval Date May 25, 2021

\$110,505.51

Vendor		Department	Description	Amount	
1	CD700019	ESSVR	Ballot	Annual software license and maintenance fee for the DIMS voters registration database for the period of July 1, 2021 through June 30, 2022.	\$61,352.04
2	PO21001817	Midwest Direct	Ballot	Ballot printing services for the May 4, 2021 Primary Election per contract	\$49,153.47