



**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 TELECONFERENCE<sup>1</sup>**

**\*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**

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**MEETING AGENDA**

**May 3, 2021**

**9:30 A.M.**

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**THE PLEDGE OF ALLEGIANCE**

**ADMINISTRATION**

1. Approval of the minutes from the March 30, 2021 and April 5, 2021 Board Meetings.

**BALLOT**

2. Certification of the Post-Election Audit for the March 16, 2021, Mayfield Village Election.
3. Approval to outsource the printing and mailing of Vote-by-Mail ballots for the August 3, 2021, 11<sup>th</sup> Congressional Special Primary Election.
4. Preliminary approval of the ballot order for the August 3, 2021, 11<sup>th</sup> Congressional Special Primary Election.

**CANDIDATE & PETITION SERVICES**

5. Acknowledgement of Appointment to Elected Office
6. Acknowledgement of Candidate Withdrawals

**ELECTION SUPPORT**

7. Preliminary authorization for the allocation of voting booths for the August 3, 2021, Special & 11<sup>th</sup> Congressional Special Primary Election. Allocation quantities are based on Social Distancing and room size per polling location. A total of 2405 voting booths will be allocated

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<sup>1</sup> Video of this meeting can be viewed at [youtube.com/cuyahogacountyboe](https://youtube.com/cuyahogacountyboe)

<sup>2</sup> Please email [mbejjani@cuyahogacounty.gov](mailto:mbejjani@cuyahogacounty.gov) or [lwalker@cuyahogacounty.gov](mailto:lwalker@cuyahogacounty.gov) with your name and the nature of your comment so we can fully assist you.

+ 486 DS200 precinct scanners + 159 ADA AutoMark voting units and 649 Electronic Poll books.

### **FISCAL SERVICES**

8. Approval to Award a Contract with Berman Moving and Storage to provide services for the Delivery and Return of Voting Equipment for all Elections occurring between May 16, 2021 through May 2, 2022 in the amount not-to-exceed \$107,844.00.
9. Approval to Purchase Supplemental Equipment—Additional Five (5) Agilis Inbound Mail Sorting Stackers from Runbeck Election Services, a Sole-Source Provider, in the amount not-to-exceed \$131,500.00, utilizing Center for Tech and Civic Life (CTCL) Grant Funding.
10. Approval of Vouchers

### **HUMAN RESOURCES**

11. Approval of Personnel Agenda

### **NEW BUSINESS**

- Update on the May 4, 2021 Primary Election
- Update on Voting Equipment Acquisition

### **PUBLIC COMMENT<sup>2</sup>**

### **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 30<sup>th</sup> @ 2:00PM**

Provisional Verification of the Mayfield Village Election

### April 2021

**Monday, April 5<sup>th</sup> @ 9:30AM**

Certification of the Mayfield Village Election

Certification of Woodmere Recount/Audit (if no recount)

### May 2021

**Monday, May 3<sup>rd</sup> @ 9:30AM**

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

Certification of Woodmere Audit (if recount requested)

**Tuesday, May 4<sup>th</sup>**

May 4<sup>th</sup> Primary Election

**Monday, May 17<sup>th</sup> @ 9:30AM**

Provisional Verification from the May 4<sup>th</sup> Primary Election

Certification of Issues for the August 3<sup>rd</sup> Special Election (if needed).

**Tuesday, May 25<sup>th</sup> @ 2:00PM**

Certification of the Official Results from the May 4<sup>th</sup> Primary Election

### June 2021

**Monday, June 14<sup>th</sup> @ 9:30AM**

Certification of Recounts from the May 4<sup>th</sup> Primary Election

Certification of Charter Amendments for the August 3<sup>rd</sup> Special Election

**Monday, June 28<sup>th</sup> @ 9:30AM**

Certification of Audits from the May 4<sup>th</sup> Primary Election

Certification of Candidates & Issues for the September 14<sup>th</sup> Primary Election



## July 2021

**Wednesday, July 21st @ 9:30AM**

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

## August 2021

**Tuesday, August 3<sup>rd</sup>**

August 3<sup>rd</sup> Special Election

**Monday, August 16<sup>th</sup> @ 9:30AM**

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

**Monday, August 23<sup>rd</sup> @ 9:30AM**

Certification of the August Special Election

## September 2021

**Monday, September 13<sup>th</sup> @ 9:30AM**

Certification of Write-In Candidates for the November 2<sup>nd</sup> General Election

Certification of Charter Amendments for the November 2<sup>nd</sup> General Election

Certification of Recounts from the August 3<sup>rd</sup> Special Election

**Tuesday, September 14<sup>th</sup>**

September 14<sup>th</sup> Primary Election

**Monday, September 27<sup>th</sup> @ 9:30AM**

Certification of the Audit from the August 3<sup>rd</sup> Special Election

Provisional Verification for the September 14<sup>th</sup> Primary Election

## October 2021

**Friday, October 1<sup>st</sup> @ 9:30AM**

Certification of the September 14<sup>th</sup> Primary Election

**Monday, October 18<sup>th</sup> @ 9:30AM**

Certification of the Recount from the September 14<sup>th</sup> Primary Election

## November 2021

**Tuesday, November 2<sup>nd</sup>**

November 2<sup>nd</sup> General Election

**Monday, November 15<sup>th</sup> @ 9:30AM**

Provisional Certification for the November 2<sup>nd</sup> General Election

**Tuesday, November 23<sup>rd</sup> @ 2:00PM**

Certification of the November 2<sup>nd</sup> General Election

## December 2021

**Monday, December 6<sup>th</sup> @ 9:30AM**

Certification of the Recount from the November 2<sup>nd</sup> General Election

**Tuesday, December 7<sup>th</sup>**

December 7<sup>th</sup> Run Off Election (if needed)

**Monday, December 20<sup>th</sup> @ 9:30AM**

Certification of the Audit from the November 2<sup>nd</sup> General Election

Certification of the December 7<sup>th</sup> Run Off Election (if needed)

**Revised 3.25.21**

# VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

Board Meeting  
3-30-2021

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

**Attending:**

Jeff Hastings, Chairman  
Inajo Davis Chappell, Board Member / via teleconference  
Lisa M. Stickan, Board Member  
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

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The Cuyahoga County Board of Elections Meeting began at 2:00 p.m. Hereinafter referred to as the CCBOE/Board.

Chairman Hastings noted that all Board Members were in attendance and Board Member Davis Chappell was present via teleconference.

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**Agenda Item 1: Approval of the minutes from the March 5, 2021, March 12, 2021, and March 22, 2021 board meetings.**

Chairman Hastings moved to approve the minutes from the March 5, 2021, March 12, 2021, and March 22, 2021 board meetings. Board Member Stickan seconded. The motion passed unanimously.<sup>1</sup>

**Agenda Item 2: Acknowledgment of Secretary of State Directives: Directive 2021-12: Special Congressional Election in Ohio's 11<sup>th</sup> Congressional District; Directive 2021-13: Unofficial and Official Canvasses of the May 4, 2021 Primary/Special Election; Open Meetings, and Precinct Election Official Training**

Chairman Hastings moved to acknowledge Directives: 2021-12: Special Congressional Election in Ohio's 11<sup>th</sup> Congressional District and 2021-13: Unofficial and Official Canvasses of the May 4, 2021 Primary/Special Election; Open Meetings, and Precinct Election Official Training. Board Member Wondolowski seconded. The motion passed unanimously.

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



**Agenda Item 3: Determination of the validity of provisional ballots and authorization to count provisional ballots from the March 16, 2021, Mayfield Village Special Election.**

Registration Program Coordinator, Hasani Wheat, 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 March 16, 2021, Mayfield Village Special Election. Board Member Wondolowski seconded the motion. The motion passed unanimously.

**Agenda Item 4: Acknowledgement of Appointment to Elected Office**

Chairman Hastings moved to acknowledge the appointment to elected office. Board Member Wondolowski seconded the motion. The motion passed unanimously.

**Agenda Item 5: Acknowledgement of Candidate Withdrawal from the May 4, 2021 Primary Election.**

Chairman Hastings moved to acknowledge the candidate withdrawal from the May 4, 2021 Primary Election. Board Member Wondolowski seconded the motion. The motion passed unanimously.

**Agenda Item 6: Certification of Candidates for the November 2, 2021 General Election in lieu of the May 4, 2021 Primary Election**

Chairman Hastings moved to certify the candidates for the November 2, 2021 General Election in lieu of the May 4, 2021 Primary Election. Board Member Wondolowski seconded the motion. The motion passed unanimously.

**Agenda Item 7: Approval to Award a Sole Source Contract with Tenex Software Solutions to provide Live Results Election Night Reporting in the amount not-to-exceed \$24,000.00 for the one-year period beginning June 1, 2021 through May 31, 2022 with Option to Renew for Two One-Year Periods.**

Director Perlatti summarized the necessity of the Tenex contract to report live results on election night.

Chairman Hastings moved to approve to award a Sole Source Contract with Tenex Software Solutions to provide live election night results in the amount not-to-exceed \$24,000.00 for the one-year period beginning June 1, 2021 through May 31, 2022 with Option to Renew for Two One-Year Periods. Board Member Wondolowski seconded the motion. The motion passed unanimously.

**Agenda Item 8: Approval of Vouchers**

Chairman Hastings moved to approve the vouchers as provided in the meeting materials. Board Member Wondolowski seconded the motion. The motion passed unanimously.

**Agenda Item 9: Approval of Personnel Agenda**

Chairman Hastings moved to approve the personal agenda as provided in the meeting materials. Board Member Wondolowski seconded the motion. The motion passed unanimously.

## NEW BUSINESS

- Director Perlatti provided an update on the May 4, 2021 Primary Election, including the dates for the April 5, 2021 close of registration at 9:00 p.m. and the start of Early in Person Voting and Vote-by-Mail is April 6, 2021. The CCBOE has received 712 Vote-by-Mail applications and an addition 3,000 requests for Vote-by-Mail applications were received over the weekend. There are 56 polling locations across 11 municipalities. The CCBOE has hired 675 of the 952 poll workers needed for the May 4<sup>th</sup> Election.
- Director Perlatti also provided an update on the August 3, 2021 Special Congressional Election. Cuyahoga County will have 27 municipalities participating in the Election, which includes 529 precincts and approximately 161 polling locations. The partisan deadline to file for candidacy is May 5, 2021, and the write-in deadline is May 24, 2021. Uniformed and Overseas Absentee Voting (UOCAVA) opens on June 18, 2021, and registration closes on July 6<sup>th</sup>. Director Perlatti will continue to update the Board on the August 3, 2021 Election in future Board meetings.
- Deputy Director Tony Kaloger provided an update on the new voting equipment acquisition. As part of the equipment selection process, the selection committee has been conducting Zoom meetings with other Ohio counties. Each of these counties is currently using one of the three vendors for their voting equipment. The Zoom meetings with the various counties have been insightful as the counties can attest to the vendors' performance. Director Perlatti indicated the CCBOE intends to decide on the voting equipment acquisition in the fall of 2021.
- Director Perlatti updated the Board on the CCBOE Human Resources (HR) Policy and Procedures manual. Sections of the policy and procedure manual will be presented to the Board for review, and once finalized, the Board will approve the complete manual. A committee of six employees, the Director, Deputy Director, and HR manager, will also provide input regarding revisions to the manual. Board Member Davis Chappell inquired if the CCBOE manual will mirror the Cuyahoga County Executive's office employee manual. Director Perlatti indicated Lori Acosta, Human Resources Manager, is reviewing the Cuyahoga County Executive's, the Prosecutors Office, and the SOS Election Official manuals. Along with researching Federal statutes and standards as reference resources for the CCBOE HR Policy and Procedures manual.
- Director Perlatti provided an update concerning the remaining funds resulting from the Center for Tech and Civic Life (CTCL) Grant. There is approximately \$450,000 of grant funds remaining to be allotted by the June 2021 deadline. Following the criteria of the grant, which include executing safe 2021 Elections in the COVID environment. There are five areas in the organization where efficiencies can be improved by acquiring equipment that will be beneficial in 2021. By acquiring additional equipment, the CCBOE will also utilize fewer temporary employees. The equipment identified includes: 1) Additional five Stacker trays for the automated Agilis Ballot Sorting System. The approximate cost for the Stacker trays will be approximately \$130,000. 2) Purchasing an additional six Opex mail extraction desks, which automatically opens the vote by mail envelopes. The units acquired last year replaced the need to hire 6 - 8 temporary employees to manually open these envelopes. The cost of the six units would be approximately \$210,000. 3) Purchasing temporary movable wall partitions at the cost of approximately \$10,000 for the Halle Building Warehouse. 4) Purchasing cubicles for the Hughes Building second-floor staff to maximize space, increase safety, and reduce noise. The approximate cost would be \$80,000. 5) Pallet Stretch Wrap machine for the retention of voting materials at the Halle Warehouse. The estimated cost is



\$10,000. The recommended acquisitions will be presented to the CCBOE Board for approval.

Board Member Davis Chappell inquired if any of the funds can be used for voter notify software for tracking ballots or if other mobile application solutions are available that can be explored. Director Perlatti will research other solutions which can be utilized which comply with the SOS and CCBOE cyber security requirements.

Director Perlatti added the Ballot Printing contract would be presented at the April 5, 2021, Board meeting. There was one (1) vendor bid received, and that bid was from Midwest Direct. The contract will be sent to the Board Members in advance for Board review before approval. Chairman Hastings would like to know from Midwest Direct how many other Boards of Elections they will be servicing. Board Member Davis Chappell requested information on what replacement services other counties are using who are no longer utilizing Midwest Direct.

## **PUBLIC COMMENT**

Adele Eisner:

Ms. Eisner commented on computer security, the selection of vendors for elections, and the Sunshine Laws as it pertains to public openness.

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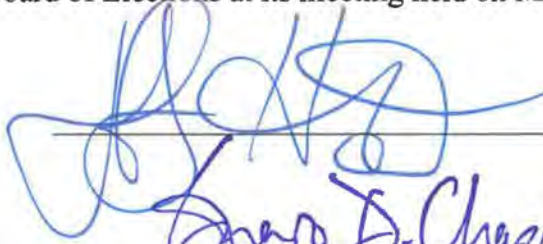
Board Member Wondolowski asked Director Perlatti to provide a summary to the Board on the awarding of Tenex contracts.

Board Member Wondolowski requested Mark Musson, Assistant Prosecuting Attorney to review the minutes concerning the March 22, 2021 meeting to affirm that no Board decisions were made during executive session. Chairman Hastings stated that no vote was taken in executive session as the law prohibits that. Once the executive session was concluded, the Board voted unanimously to come out of executive session. Once the Board was in public session,

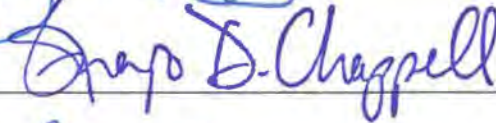
Chairman Hastings moved to adjourn at 2:58 p.m. Board Member Wondolowski seconded. The motion passed unanimously.

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 **March 30, 2021**.

Jeff Hastings, Chairman

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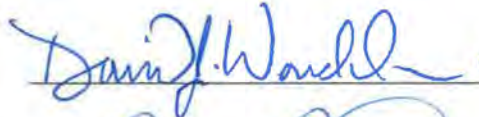
Inajo Davis Chappell, Board Member

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Lisa M. Stickan, Board Member

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David J. Wondolowski, Board Member

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Anthony Perlatti, Director

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# VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

**Board Meeting  
4-5-2021**

**THIS MEETING WAS HELD VIA TELECONFERENCE IN ACCORDANCE WITH  
H.B. 197, 133<sup>rd</sup> 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 / via teleconference  
Mary Bejjani, Clerk to the Board  
Linda Walker, Clerk to the Board / via teleconference

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The Cuyahoga County Board of Elections Meeting began at 9:30 a.m. Hereinafter referred to as the CCBOE/Board.

Chairman Hastings noted that all Board Members were in attendance, and Board Member Davis Chappell and Board Member Stickan were present via teleconference.

Chairman Hastings recognized and presented a resolution to John Fox, Campaign Finance Auditor, on the occasion of Mr. Fox's retirement and fifteens years of service with the CCBOE.

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

Chairman Hastings moved to acknowledge Memorandum 2021-01: Responsibilities of Sheriffs and Chiefs of Police in the 2021 Primary/Special Election (confidential – not for disclosure). Board Member Wondolowski seconded. The motion passed unanimously.

**Agenda Item 2: Certification of the Post-Election Audit for the February 23, 2021 Recall Election**

Brian Cleary, Ballot Department Manager, presented information from the Board packet concerning the post-election audit for the February 23, 2021 recall election.

Chairman Hastings moved to acknowledge the certification of the post-election audit for the February 23, 2021 Recall Election. Board Member Wondolowski seconded. The motion passed unanimously.

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



### **Agenda Item 3: Certification of the official results of the March 16, 2021, Mayfield Village Election.**

Brian Cleary, Ballot Department Manager, presented information from the Board packet regarding the Official Results from the March 16, 2021, Mayfield Village Election.

- Authorization to approve the remake of the optical scan ballots from the March 16, 2021, Mayfield Village Election.  
Chairman Hastings moved to authorize to approve the remake of the optical scan ballots from the March 16, 2021, Mayfield Village Election. Board Member Wondolowski seconded. The motion passed unanimously.
- Authorization to approve absentee ballots from the March 16, 2021, Mayfield Village Election.  
Chairman Hastings moved to authorize to approve absentee ballots from the March 16, 2021, Mayfield Village Election. Board Member Wondolowski seconded. The motion passed unanimously.
- Authorization to approve provisional ballots from the March 16, 2021, Mayfield Village Election.  
Chairman Hastings moved to authorize to approve provisional ballots from the March 16, 2021, Mayfield Village Election. Board Member Wondolowski seconded. The motion passed unanimously.
- Acknowledgement of the pre & post results of the vote tabulation system from the March 16, 2021, Mayfield Village Election  
Chairman Hastings moved to acknowledge the pre & post results of the vote tabulation system from the March 16, 2021, Mayfield Village Election. Board Member Wondolowski seconded. The motion passed unanimously.

Chairman Hastings moved to certify the Official Results of the March 16, 2021, Mayfield Village Election. Board Member Wondolowski seconded. The motion passed unanimously.

### **Agenda Item 4: Acknowledgement of the date, time, and place of the post-election audit for the March 16, 2021, Mayfield Village Election.**

Brian Cleary, Ballot Department Manager, indicated the post-election audit is scheduled for 9:00 a.m. Monday, April 26, 2021, at the Halle warehouse. There are two (2) races available for the audit, and the even roll of the di determined the Mayfield Village Charter Amendment Mayoral Terms would be audited.

Chairman Hastings moved to acknowledge the date, time, and place of the post-election audit for the March 16, 2021, Mayfield Village Election. Board Member Wondolowski seconded. The motion passed unanimously.

### **Agenda Item 5: Final approval of the ballot order for the May 4, 2021 Primary Election.**

Chairman Hastings moved to approve the ballot order for the May 4, 2021 Primary Election. Board Member Wondolowski seconded. The motion passed unanimously.

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

Chairman Hastings moved to acknowledge the Ballot Proofs for the May 4, 2021 Primary Election in accordance with the Ballot Proofing Policy approved by the Board at the March 12, 2021 Board Meeting. Board Member Wondolowski seconded. The motion passed unanimously.

**Agenda Item 7: Acknowledgement of resignation from elected office**

Chairman Hastings moved to acknowledge the resignation from elected office. Board Member Wondolowski seconded. The motion passed unanimously.

**Agenda Item 8: Authorization to pay 56 Voting Location Managers x \$200 = \$11,200; 61 Voting Location Deputies x \$200 = \$12,200; 678 Precinct Election Officials x \$172.10 = \$116,683.80; 117 Sanitation Officials x \$200 = \$23,400; 40 Election Substitute Officials x \$100 = \$4000 in an amount not-to-exceed \$167, 483.80.**

Chairman Hastings moved to authorize to pay 56 Voting Location Managers x \$200 = \$11,200; 61 Voting Location Deputies x \$200 = \$12,200; 678 Precinct Election Officials x \$172.10 = \$116,683.80; 117 Sanitation Officials x \$200 = \$23,400; 40 Election Substitute Officials x \$100 = \$4000 in an amount not-to-exceed \$167, 483.80. Board Member Wondolowski seconded. The motion passed unanimously.

**Agenda Item 9: Approval to appoint not less than two precinct election officials for each precinct pursuant to ORC §3501.22 for the May 4, 2021 Primary Election.**

Chairman Hastings moved to approve to appoint not less than two (2) precinct election officials for each precinct pursuant to ORC §3501.22 for the May 4, 2021 Primary Election. Board Member Wondolowski seconded. The motion passed unanimously.

**Agenda Item 10: Allocation of voting booths for the May 4, 2021 Primary Election. Allocation quantities are based on Social Distancing and room size per polling location. A total of 1031 voting booths will be allocated; 149 DS 200 precinct scanners; 56 ADA AutoMark voting units; and 249 Electronic poll books.**

Chairman Hastings moved to allocate the voting booths for the May 4, 2021 Primary Election. Allocation quantities are based on social distancing and room size per polling location. A total of 1031 voting booths will be allocated; 149 DS 200 precinct scanners; 56 ADA AutoMark voting units; and 249 electronic poll books. Board Member Wondolowski seconded. The motion passed unanimously.

**Agenda Item 11: Authorization to process payment in the amount not-to-exceed \$5,000.00 for 16 private voting locations being used for the May 4, 2021 Election.**

Chairman Hastings moved for authorization to process payment in the amount not-to-exceed \$5,000.00 for 16 private voting locations being used for the May 4, 2021 Election. Board Member Wondolowski seconded. The motion passed unanimously.

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

Kendra Zusy, Fiscal Manager, highlighted information provided in the Board Packet relative to the bidding process, the awarding of the bid, and the Ballot Printing Contract with Midwest Direct.

Director Perlatti indicated the contract is not based on a typical six-month renewable period but based on the CCBOE election cycle. Mr. Getty, CEO of Midwest Direct, answered questions from the Board Members concerning ballot printing issues from the November 2020 Election. Mr. Getty indicated Midwest Direct had decreased the number of counties served to eight (8). Additionally, Midwest Direct has been working with the Ohio Secretary of State to provide updates. Board Member Wondolowski referenced the CCBOE contract as it relates to the unbiased business conduct section. Mr. Getty indicated Midwest Direct would be operating in accordance with the CCBOE contract.

Chairman Hastings moved to approve to award a contract with Midwest Direct to provide Ballot Printing Services for the Initial Term of August 3, 2021 through December 31, 2021 in the amount of \$861,163.93 with Option to Renew for Two Renewal Periods. Board Member Wondolowski seconded. The motion passed unanimously.

**Agenda Item 13: Approval of Personnel Agenda**

Board Member Stickan commented congratulating John Fox on his retirement and thanked him for his fifteen years of wonderful and dedicated service.

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

**NEW BUSINESS**

Lori Acosta, HR Manager, and, Kristin Andrasik, Policy Manual Consultant, provided an update on the CCBOE Policy & Procedures Manual changes. In addition to bringing the manual current, the goal is to be user-friendly and easy to interpret. A policy committee has been formed to review the changes and provide input. The changes will be submitted to the Board by section for review. Board Member Wondolowski emphasized the importance of the document being user-friendly. Chairman Hastings inquired if the manual will be accessible online. Ms. Acosta indicated the manual would be accessible online and also interactive. Board Member Davis Chappell asked if there will be training, and employee acknowledgements integrated into the CCBOE Policy and Procedures Manual. Ms. Acosta indicated there would be employee acknowledgements, and HR will plan training. The tentative timeline for completion of the manual is by the end of summer 2021.

Director Perlatti provided an update on the May 4, 2021 Election. Director Perlatti indicated April 4, 2021, is the close of voter registration for the May 4, 2021 Primary. The CCBOE is prepared for Early In-Person Voting to begin on April 5, 2021. The Vote-by-Mail (VBM) program will start with the mailing of 695 VBM ballots. On Friday, April 2, 2021, there were 5,800 requests to provide the VBM applications for ballots. There are 56 polling places for the Election. Board Member Davis Chappell inquired what adjustments were made for the increase in Curbside Voting. Director Perlatti indicated there are dedicated poll books for Curbside Voting, and additional curbside staff was added at polling locations that had a higher volume of Curbside Voting in November 2020. Board Member Davis Chappell also inquired how the CCBOE notified voters where there were changes in voter precincts. Director Perlatti indicated all



voters impacted by changes in voter precincts were sent a letter from the CCBOE. The Voter Location Guide mailed to voters also revealed the appropriate changes. Additionally, the Community Outreach Department has been working with the mayors in the impacted cities to communicate the changes.

Director Perlatti indicated that Precinct Election Officials' (PEO's) recruitment is now at (100%), and approximately (60%) of the PEO's have been trained. The Election Officials Department is now currently hiring sanitation workers (65%) and stand-by workers (40%) for the May 4, 2021 Election.

In recognition of the Indians Home Opener today, the staff is being provided hot dogs, chips, and beverages. CCBOE staff were also invited to wear their Indians' attire.

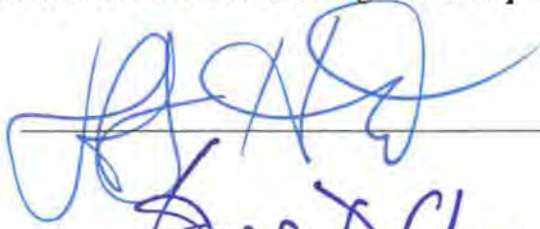
### **PUBLIC COMMENT**

Reverend Pickney Butts provided public comments on the Agenda and ballot drop boxes.

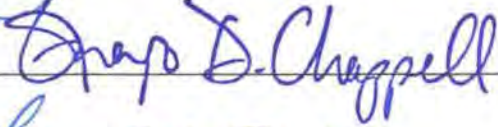
Chairman Hastings moved to adjourn at 10:17 a.m. Board Member Wondolowski seconded. The motion passed unanimously.

Certification: I have reviewed the above minutes and certify that they are an accurate summary of the actions taken by the Cuyahoga County Board of Elections at its meeting held on **April 5, 2021**.

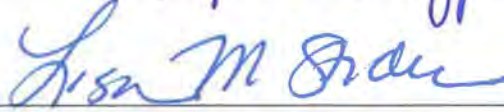
Jeff Hastings, Chairman

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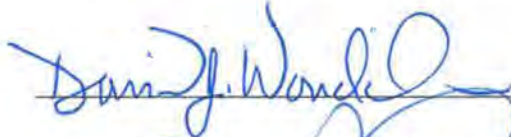
Inajo Davis Chappell, Board Member

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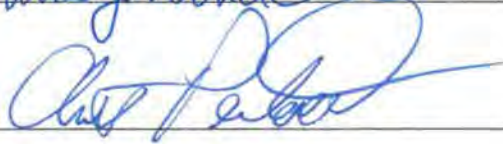
Lisa M. Stickan, Board Member

A handwritten signature in blue ink, likely belonging to Lisa M. Stickan, written over a horizontal line.

David J. Wondolowski, Board Member

A handwritten signature in blue ink, likely belonging to David J. Wondolowski, written over a horizontal line.

Anthony Perlatti, Director

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# Post-Election Audit Summary

## March 16, 2021 Special Election

### *2 - Mayfield Village Charter Amendment - Mayor Terms*

There were 581 total ballots cast in the March 16, 2021 Special Election. A hand count was conducted of 479 ballots cast in the audited contests. The accuracy rate for the post-election audit is 100%.

On April 26, 2021, we conducted one Risk-Limiting Post-Election Audit for the March 16, 2021 Special Election. Audited race and batch details are provided below:

RACE	TOTAL BALLOTS CAST	UNIQUE BATCHES AUDITED	TOTAL BALLOTS AUDITED	NUMBER OF PRECINCTS IN CONTEST
<b>2 - Mayfield Village Charter Amendment - Mayor Terms</b>	581	5	479	4
<b>Total</b>	<b>581</b>	<b>6</b>	<b>479</b>	<b>4</b>

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

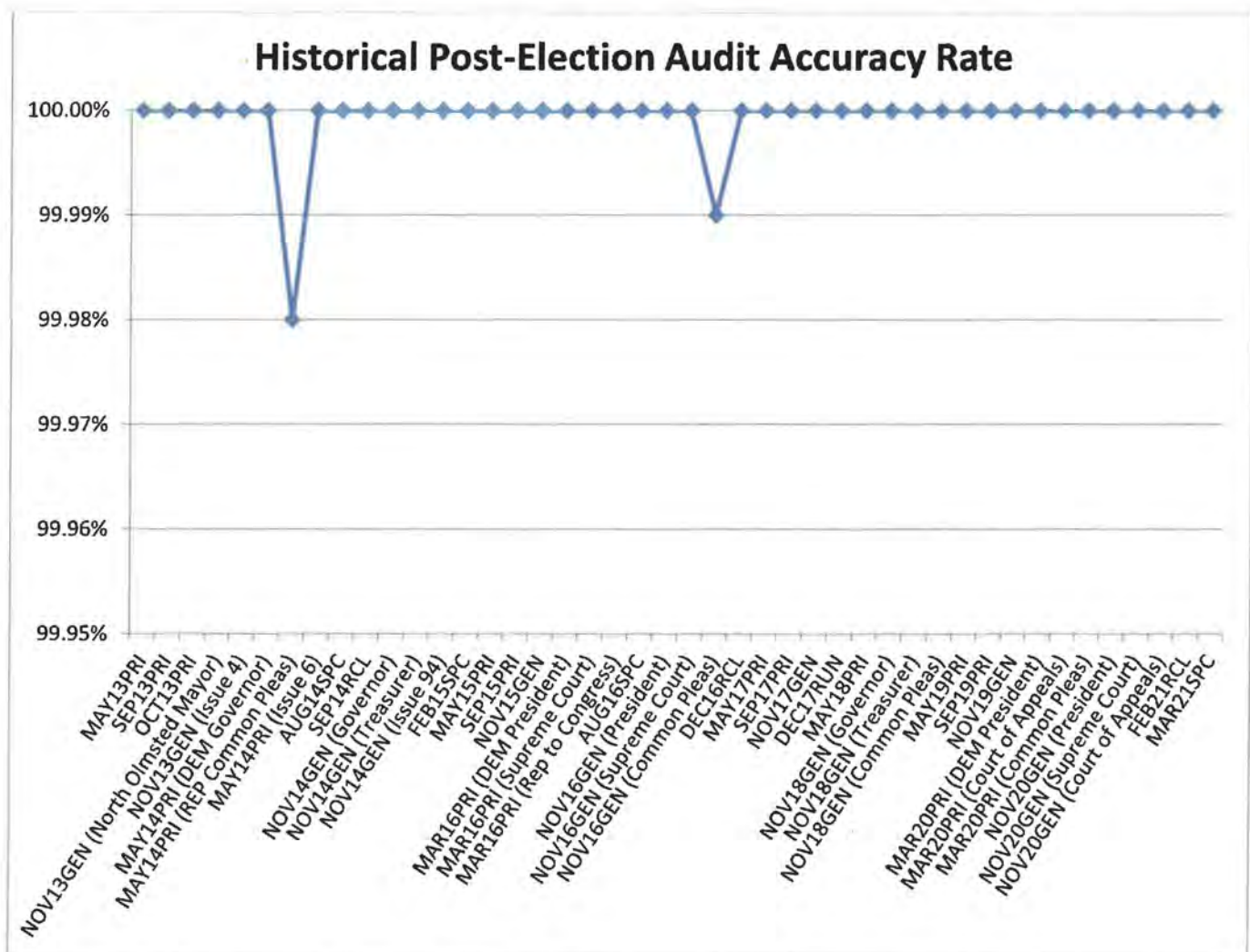
A master spreadsheet was created for each contest with statistical formulas to determine the number of batches that must be audited in order to reach a 90% confidence level. This confidence level means the audit has at least a 90% probability of leading to a full recount if the apparent outcome is incorrect.

We used a "Probability Proportional to Error Bound with Replacement" selection method. We assigned numbers ranging from 000 through 999 for each batch within each contest. Unique ranges of numbers were allocated to specific batches based upon their error bound - i.e. the greater the possibility of a miscount within a batch, the more numbers assigned, and the more likely it is to be selected. For example, if a single batch has a high probability of a miscount, multiple numbers would be assigned to that single batch, making the random selection of that batch more likely during the audit. Each of those individual numbers might be randomly selected and included in the overall batch audit requirement, but the single batch to which those numbers are assigned would need to be audited only once. To obtain the precinct batch number we rolled differently colored dice numbered 0 - 9, each one of the colored dice representing one digit of the batch number.



2 - Mayfield Village Charter Amendment - Mayor Terms

PRECINCT NAME	NUMBER OF TIMES SELECTED	SELECTED BATCH TYPE	OFFICIAL BALLOTS CAST	AUDIT HAND COUNT	DIFFERENCE
MAYFIELD VILLAGE -01-A	1	Vote-by-Mail	78	78	0
MAYFIELD VILLAGE -02-A	1	Vote-by-Mail	66	66	0
MAYFIELD VILLAGE -03-A	2	Vote-by-Mail	93	93	0
MAYFIELD VILLAGE -01-A	2	Election Day	88	88	0
MAYFIELD VILLAGE -02-A	1	Election Day	87	87	0
MAYFIELD VILLAGE -03-A	2	Election Day	67	67	0
<b>Total</b>	<b>9</b>		<b>479</b>	<b>479</b>	<b>0</b>



### Agenda Item #3:

Approval to outsource the printing  
and mailing of Vote-by-Mail ballots  
for the August 3, 2021 Special  
Election.



## August 3, 2021 Primary Election

### Proposed Ballot Order

The following is the proposed ballot order for the August 3, 2021 Primary Election. The administration will continue to review and revise the order considering future filing deadlines and changes in voter registration. It will appear again before the Board at the July 21, 2021 meeting.

The Cuyahoga County Board of Elections Election Day proposed ballot order is based upon 150% of registered voters affiliated with the Democratic Party and 150% of registered voters affiliated with the Republican Party.

The complete order can be found below.

Precinct	Portion	Democrat Ballot Order	Republican Ballot Order
BEACHWOOD -00-A	1	465	190
BEACHWOOD -00-B	1	420	240
BEACHWOOD -00-C	1	480	75
BEACHWOOD -00-D	1	760	130
BEACHWOOD -00-E	1	645	90
BEACHWOOD -00-F	1	840	175
BEACHWOOD -00-G	1	530	205
BEACHWOOD -00-H	1	845	150
BEACHWOOD -00-I	1	365	60
BEDFORD -01-A	1	290	60
BEDFORD -01-B	1	245	45
BEDFORD -02-A	1	265	55
BEDFORD -02-B	1	250	80
BEDFORD -03-A	1	180	55
BEDFORD -03-B	1	215	70
BEDFORD -04-A	1	265	35
BEDFORD -04-B	1	360	70
BEDFORD -05-A	1	350	125
BEDFORD -06-A	1	385	145
BEDFORD HEIGHTS -01-A	1	280	40
BEDFORD HEIGHTS -01-B	1	380	30
BEDFORD HEIGHTS -01-C	1	205	25
BEDFORD HEIGHTS -02-A	1	330	30
BEDFORD HEIGHTS -02-B	1	320	25
BEDFORD HEIGHTS -03-A	1	315	25
BEDFORD HEIGHTS -03-B	1	705	45



BEDFORD HEIGHTS -04-A	1	485	25
BEDFORD HEIGHTS -04-B	1	250	40
BRATENAHLE -00-A	1	655	240
BROADVIEW HEIGHTS -01-A	1	305	290
BROADVIEW HEIGHTS -01-B	1	170	180
BROADVIEW HEIGHTS -01-C	1	300	275
BROADVIEW HEIGHTS -02-A	1	390	345
BROADVIEW HEIGHTS -02-B	1	315	310
BROADVIEW HEIGHTS -02-C	1	385	345
BROADVIEW HEIGHTS -03-A	1	195	215
BROADVIEW HEIGHTS -03-B	1	130	160
BROADVIEW HEIGHTS -03-C	1	255	225
BROADVIEW HEIGHTS -03-D	1	225	135
BROADVIEW HEIGHTS -04-A	1	385	445
BROADVIEW HEIGHTS -04-B	1	60	25
BROADVIEW HEIGHTS -04-C	1	235	175
BROADVIEW HEIGHTS -04-D	1	315	275
BROOKLYN HEIGHTS -00-A	1	390	275
CLEVELAND -01-A	1	140	25
CLEVELAND -01-B	1	210	25
CLEVELAND -01-C	1	210	25
CLEVELAND -01-D	1	155	25
CLEVELAND -01-E	1	340	25
CLEVELAND -01-F	1	375	25
CLEVELAND -01-G	1	245	25
CLEVELAND -01-H	1	330	25
CLEVELAND -01-I	1	260	25
CLEVELAND -01-J	1	465	25
CLEVELAND -01-K	1	145	25
CLEVELAND -01-L	1	460	25
CLEVELAND -01-M	1	425	25
CLEVELAND -01-N	1	440	25
CLEVELAND -01-O	1	270	25
CLEVELAND -01-P	1	405	25
CLEVELAND -01-Q	1	460	25
CLEVELAND -01-R	1	340	25
CLEVELAND -01-S	1	360	25
CLEVELAND -01-T	1	285	25
CLEVELAND -02-A	1	80	25
CLEVELAND -02-B	1	150	30
CLEVELAND -02-C	1	55	25
CLEVELAND -02-D	1	415	70

CLEVELAND -02-E	1	120	25
CLEVELAND -02-F	1	155	25
CLEVELAND -02-G	1	135	25
CLEVELAND -02-H	1	225	25
CLEVELAND -02-I	1	155	25
CLEVELAND -02-J	1	80	25
CLEVELAND -02-K	1	165	25
CLEVELAND -02-L	1	165	25
CLEVELAND -02-M	1	150	25
CLEVELAND -02-N	1	245	25
CLEVELAND -02-O	1	205	25
CLEVELAND -02-P	1	185	25
CLEVELAND -02-Q	1	165	25
CLEVELAND -02-R	1	190	25
CLEVELAND -02-S	1	135	25
CLEVELAND -02-T	1	155	25
CLEVELAND -02-U	1	145	25
CLEVELAND -02-V	1	190	25
CLEVELAND -02-W	1	115	25
CLEVELAND -03-A	1	75	25
CLEVELAND -03-B	1	340	25
CLEVELAND -03-C	1	380	25
CLEVELAND -03-D	1	550	65
CLEVELAND -03-E	1	295	35
CLEVELAND -03-F	1	360	45
CLEVELAND -03-G	1	270	25
CLEVELAND -03-H	1	310	45
CLEVELAND -03-I	1	240	30
CLEVELAND -03-J	1	225	35
CLEVELAND -03-K	1	240	30
CLEVELAND -03-L	1	405	55
CLEVELAND -03-M	1	60	25
CLEVELAND -03-N	2	25	25
CLEVELAND -03-O	1	335	45
CLEVELAND -03-P	1	110	25
CLEVELAND -03-Q	1	165	45
CLEVELAND -03-S	1	70	25
CLEVELAND -04-A	1	95	25
CLEVELAND -04-B	1	225	25
CLEVELAND -04-C	1	160	25
CLEVELAND -04-D	1	220	25
CLEVELAND -04-E	1	205	25



CLEVELAND -04-F	1	195	25
CLEVELAND -04-G	1	150	25
CLEVELAND -04-H	1	180	25
CLEVELAND -04-I	1	170	25
CLEVELAND -04-J	1	185	25
CLEVELAND -04-K	1	200	25
CLEVELAND -04-L	1	165	25
CLEVELAND -04-M	1	160	25
CLEVELAND -04-N	1	185	25
CLEVELAND -04-O	1	280	25
CLEVELAND -04-P	1	105	25
CLEVELAND -04-Q	1	765	60
CLEVELAND -04-R	1	370	25
CLEVELAND -04-S	1	355	25
CLEVELAND -04-T	1	185	25
CLEVELAND -04-U	1	290	25
CLEVELAND -05-A	1	40	25
CLEVELAND -05-B	1	45	25
CLEVELAND -05-C	1	30	25
CLEVELAND -05-D	1	50	25
CLEVELAND -05-E	1	45	25
CLEVELAND -05-F	1	40	25
CLEVELAND -05-G	1	155	25
CLEVELAND -05-H	1	200	25
CLEVELAND -05-I	1	165	25
CLEVELAND -05-J	1	120	25
CLEVELAND -05-K	1	45	25
CLEVELAND -05-L	1	75	25
CLEVELAND -05-M	1	150	25
CLEVELAND -05-N	1	80	25
CLEVELAND -05-O	1	75	25
CLEVELAND -05-P	1	40	25
CLEVELAND -05-Q	1	50	25
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CLEVELAND -05-S	1	275	25
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CLEVELAND -06-B	1	85	25
CLEVELAND -06-C	1	275	25
CLEVELAND -06-D	1	165	30
CLEVELAND -06-E	1	130	25
CLEVELAND -06-F	1	180	25
CLEVELAND -06-G	1	255	25



CLEVELAND -06-H	1	130	25
CLEVELAND -06-I	1	175	25
CLEVELAND -06-J	1	200	25
CLEVELAND -06-K	1	210	40
CLEVELAND -06-L	1	105	25
CLEVELAND -06-M	1	125	25
CLEVELAND -06-N	1	55	25
CLEVELAND -06-O	1	235	30
CLEVELAND -06-P	1	200	25
CLEVELAND -06-Q	1	300	25
CLEVELAND -06-R	1	490	35
CLEVELAND -06-S	1	145	25
CLEVELAND -06-T	1	235	25
CLEVELAND -06-U	1	265	25
CLEVELAND -07-A	1	125	30
CLEVELAND -07-B	1	90	25
CLEVELAND -07-C	1	100	25
CLEVELAND -07-D	1	125	25
CLEVELAND -07-E	1	100	25
CLEVELAND -07-F	1	105	25
CLEVELAND -07-G	1	155	25
CLEVELAND -07-H	1	110	25
CLEVELAND -07-I	1	140	25
CLEVELAND -07-J	1	210	25
CLEVELAND -07-K	1	95	25
CLEVELAND -07-L	1	190	25
CLEVELAND -07-M	1	150	25
CLEVELAND -07-N	1	110	25
CLEVELAND -07-O	1	225	25
CLEVELAND -07-P	1	175	25
CLEVELAND -07-Q	1	225	25
CLEVELAND -07-R	1	145	25
CLEVELAND -07-S	1	240	25
CLEVELAND -07-T	1	160	25
CLEVELAND -07-U	1	105	25
CLEVELAND -07-V	1	35	25
CLEVELAND -07-W	1	40	25
CLEVELAND -08-A	1	470	75
CLEVELAND -08-B	1	355	75
CLEVELAND -08-C	1	275	50
CLEVELAND -08-D	1	180	25
CLEVELAND -08-E	1	215	25

CLEVELAND -08-F	1	195	25
CLEVELAND -08-G	1	335	55
CLEVELAND -08-H	1	275	25
CLEVELAND -08-I	1	200	25
CLEVELAND -08-J	1	360	30
CLEVELAND -08-K	1	255	25
CLEVELAND -08-L	1	310	35
CLEVELAND -08-M	1	170	25
CLEVELAND -08-N	1	165	25
CLEVELAND -08-O	1	235	25
CLEVELAND -08-P	1	140	25
CLEVELAND -08-Q	1	175	25
CLEVELAND -08-R	1	150	25
CLEVELAND -09-A	1	140	25
CLEVELAND -09-B	1	255	25
CLEVELAND -09-C	1	175	25
CLEVELAND -09-D	1	110	25
CLEVELAND -09-E	1	220	25
CLEVELAND -09-F	1	195	25
CLEVELAND -09-G	1	115	25
CLEVELAND -09-H	1	290	25
CLEVELAND -09-I	1	180	25
CLEVELAND -09-J	1	175	25
CLEVELAND -09-K	1	140	25
CLEVELAND -09-L	1	215	25
CLEVELAND -09-M	1	125	25
CLEVELAND -09-N	1	140	25
CLEVELAND -09-O	1	165	25
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CLEVELAND -09-V	1	255	25
CLEVELAND -09-W	1	205	25
CLEVELAND -09-X	1	155	25
CLEVELAND -10-A	1	110	25
CLEVELAND -10-B	1	190	25
CLEVELAND -10-C	1	125	25
CLEVELAND -10-D	1	185	25
CLEVELAND -10-E	1	130	25



CLEVELAND -10-F	1	145	25
CLEVELAND -10-G	1	135	25
CLEVELAND -10-H	1	115	25
CLEVELAND -10-I	1	165	25
CLEVELAND -10-J	1	190	25
CLEVELAND -10-K	1	210	25
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CLEVELAND -12-F	1	95	25
CLEVELAND -12-G	1	60	25
CLEVELAND -12-H	1	155	35
CLEVELAND -12-I	1	90	30
CLEVELAND -12-J	1	90	25
CLEVELAND -12-K	1	120	30
CLEVELAND -12-L	1	105	40
CLEVELAND -12-M	1	185	100
CLEVELAND -12-R	2	25	25
CLEVELAND -12-S	1	100	25
CLEVELAND -14-B	1	70	30
CLEVELAND -14-E	2	25	25
CLEVELAND -14-G	1	85	25
CLEVELAND -14-H	1	125	25
CLEVELAND -14-I	1	60	25
CLEVELAND -14-J	1	110	45
CLEVELAND -14-L	1	120	25
CLEVELAND -14-M	1	65	35
CLEVELAND -14-N	1	85	25
CLEVELAND -14-O	1	70	25
CLEVELAND -15-A	1	390	55



CLEVELAND -15-B	1	365	65
CLEVELAND -15-C	1	525	65
CLEVELAND -15-D	1	275	40
CLEVELAND -15-E	1	140	25
CLEVELAND -15-F	1	70	25
CLEVELAND -15-G	1	140	30
CLEVELAND -15-H	1	175	30
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CLEVELAND -15-J	1	275	25
CLEVELAND -15-K	1	195	25
CLEVELAND -15-L	1	65	25
CLEVELAND -15-M	1	370	30
CLEVELAND -15-N	1	380	60
CLEVELAND -15-O	1	165	35
CLEVELAND -15-P	1	285	25
CLEVELAND -15-Q	1	315	35
CLEVELAND -15-R	1	80	25
CLEVELAND HEIGHTS -01-A	1	380	45
CLEVELAND HEIGHTS -01-B	1	415	30
CLEVELAND HEIGHTS -01-C	1	415	40
CLEVELAND HEIGHTS -01-D	1	325	30
CLEVELAND HEIGHTS -01-E	1	730	90
CLEVELAND HEIGHTS -01-F	1	685	95
CLEVELAND HEIGHTS -02-A	1	500	30
CLEVELAND HEIGHTS -02-B	1	820	100
CLEVELAND HEIGHTS -02-C	1	770	95
CLEVELAND HEIGHTS -02-D	1	755	60
CLEVELAND HEIGHTS -02-E	1	790	115
CLEVELAND HEIGHTS -02-F	1	670	55
CLEVELAND HEIGHTS -03-A	1	220	25
CLEVELAND HEIGHTS -03-B	1	390	25
CLEVELAND HEIGHTS -03-C	1	450	45
CLEVELAND HEIGHTS -03-D	1	650	45
CLEVELAND HEIGHTS -03-E	1	465	55
CLEVELAND HEIGHTS -03-F	1	325	25
CLEVELAND HEIGHTS -04-A	1	490	65
CLEVELAND HEIGHTS -04-B	1	430	135
CLEVELAND HEIGHTS -04-C	1	420	50
CLEVELAND HEIGHTS -04-D	1	285	85
CLEVELAND HEIGHTS -04-E	1	520	40
CLEVELAND HEIGHTS -04-F	1	520	60
CLEVELAND HEIGHTS -04-G	1	570	120



CLEVELAND HEIGHTS -04-H	1	690	90
CLEVELAND HEIGHTS -04-I	1	605	45
CLEVELAND HEIGHTS -05-A	1	580	45
CLEVELAND HEIGHTS -05-B	1	570	50
CLEVELAND HEIGHTS -05-C	1	510	40
CLEVELAND HEIGHTS -05-D	1	490	25
CLEVELAND HEIGHTS -05-E	1	500	30
CLEVELAND HEIGHTS -05-F	1	695	25
CUYAHOGA HEIGHTS -00-A	1	70	90
EAST CLEVELAND -02-A	1	225	25
EAST CLEVELAND -02-B	1	225	25
EAST CLEVELAND -02-C	1	130	25
EAST CLEVELAND -02-D	1	180	25
EAST CLEVELAND -03-A	1	210	25
EAST CLEVELAND -03-B	1	220	25
EAST CLEVELAND -03-C	1	290	25
EAST CLEVELAND -03-D	1	190	25
EAST CLEVELAND -03-E	1	250	25
EAST CLEVELAND -04-A	1	155	25
EAST CLEVELAND -04-B	1	220	25
EAST CLEVELAND -04-C	1	180	25
EAST CLEVELAND -04-D	1	405	25
EAST CLEVELAND -04-E	1	160	25
EAST CLEVELAND -04-F	1	210	25
EUCLID -01-A	1	435	40
EUCLID -01-B	1	340	65
EUCLID -01-C	1	330	35
EUCLID -01-D	1	640	25
EUCLID -01-E	1	185	25
EUCLID -02-A	1	475	110
EUCLID -02-B	1	305	65
EUCLID -02-C	1	285	50
EUCLID -02-D	1	350	105
EUCLID -03-A	1	405	70
EUCLID -03-B	1	260	25
EUCLID -03-C	1	150	25
EUCLID -03-D	1	135	25
EUCLID -03-E	1	190	30
EUCLID -04-A	1	260	130
EUCLID -04-B	1	250	45
EUCLID -04-C	1	220	50
EUCLID -04-D	1	220	55

EUCLID -04-E	1	295	90
EUCLID -05-A	1	290	75
EUCLID -05-B	1	195	50
EUCLID -05-C	1	325	55
EUCLID -05-D	1	475	125
EUCLID -05-E	1	415	135
EUCLID -06-A	1	290	130
EUCLID -06-B	1	220	115
EUCLID -06-C	1	225	85
EUCLID -06-D	1	330	105
EUCLID -06-E	1	270	100
EUCLID -07-A	1	280	95
EUCLID -07-B	1	185	40
EUCLID -07-C	1	285	25
EUCLID -07-D	1	215	70
EUCLID -07-E	1	145	25
EUCLID -08-A	1	240	50
EUCLID -08-B	1	250	50
EUCLID -08-C	1	215	35
EUCLID -08-D	1	260	70
EUCLID -08-E	1	200	55
GARFIELD HEIGHTS -01-A	1	375	30
GARFIELD HEIGHTS -01-B	1	380	25
GARFIELD HEIGHTS -01-C	1	285	25
GARFIELD HEIGHTS -02-A	1	160	30
GARFIELD HEIGHTS -02-B	1	190	70
GARFIELD HEIGHTS -02-C	1	230	70
GARFIELD HEIGHTS -03-A	1	275	80
GARFIELD HEIGHTS -03-B	1	270	60
GARFIELD HEIGHTS -04-A	1	140	55
GARFIELD HEIGHTS -04-B	1	180	85
GARFIELD HEIGHTS -04-C	1	280	75
GARFIELD HEIGHTS -05-A	1	275	100
GARFIELD HEIGHTS -05-B	1	395	125
GARFIELD HEIGHTS -06-A	1	275	110
GARFIELD HEIGHTS -06-B	1	245	80
GARFIELD HEIGHTS -06-C	1	225	70
GARFIELD HEIGHTS -07-A	1	235	80
GARFIELD HEIGHTS -07-B	1	310	80
GARFIELD HEIGHTS -07-C	1	295	150
GLENWILLOW -01-A	1	80	25
GLENWILLOW -02-A	1	85	25



GLENWILLOW -03-A	1	85	25
HIGHLAND HILLS -00-A	1	220	25
MAPLE HEIGHTS -01-A	1	385	60
MAPLE HEIGHTS -01-B	1	400	105
MAPLE HEIGHTS -02-A	1	390	45
MAPLE HEIGHTS -02-B	1	360	45
MAPLE HEIGHTS -03-A	1	270	45
MAPLE HEIGHTS -03-B	1	250	40
MAPLE HEIGHTS -04-A	1	220	30
MAPLE HEIGHTS -04-B	1	250	25
MAPLE HEIGHTS -04-C	1	240	25
MAPLE HEIGHTS -05-A	1	320	35
MAPLE HEIGHTS -05-B	1	235	25
MAPLE HEIGHTS -06-A	1	310	25
MAPLE HEIGHTS -06-B	1	330	25
MAPLE HEIGHTS -07-A	1	320	25
MAPLE HEIGHTS -07-B	1	240	25
MAPLE HEIGHTS -07-C	1	345	25
NEWBURGH HEIGHTS -00-A	1	235	100
NORTH RANDALL -00-A	1	240	30
OAKWOOD -01-A	1	305	40
OAKWOOD -02-A	1	445	25
OAKWOOD -03-A	1	225	25
OAKWOOD -04-A	1	115	75
OAKWOOD -05-A	1	145	25
ORANGE -00-A	1	435	75
ORANGE -00-B	1	415	70
ORANGE -00-C	1	520	105
PEPPER PIKE -00-A	1	470	135
PEPPER PIKE -00-B	1	440	180
PEPPER PIKE -00-C	1	550	130
PEPPER PIKE -00-D	1	465	200
PEPPER PIKE -00-E	1	445	165
RICHMOND HEIGHTS -01-A	1	355	150
RICHMOND HEIGHTS -01-B	1	85	25
RICHMOND HEIGHTS -02-A	1	295	80
RICHMOND HEIGHTS -02-B	1	420	90
RICHMOND HEIGHTS -03-A	1	385	85
RICHMOND HEIGHTS -03-B	1	390	60
RICHMOND HEIGHTS -03-C	1	215	50
RICHMOND HEIGHTS -04-A	1	635	105
RICHMOND HEIGHTS -04-B	1	460	80



SEVEN HILLS -01-A	1	310	305
SEVEN HILLS -01-B	1	405	275
SEVEN HILLS -02-A	1	375	295
SEVEN HILLS -02-B	1	390	335
SEVEN HILLS -03-A	1	345	365
SEVEN HILLS -03-B	1	360	300
SEVEN HILLS -04-A	1	330	405
SEVEN HILLS -04-B	1	375	245
SHAKER HEIGHTS -00-A	1	465	40
SHAKER HEIGHTS -00-B	1	620	115
SHAKER HEIGHTS -00-C	1	915	85
SHAKER HEIGHTS -00-D	1	810	55
SHAKER HEIGHTS -00-E	1	615	60
SHAKER HEIGHTS -00-F	1	345	25
SHAKER HEIGHTS -00-G	1	435	25
SHAKER HEIGHTS -00-H	1	545	25
SHAKER HEIGHTS -00-I	1	710	95
SHAKER HEIGHTS -00-J	1	765	75
SHAKER HEIGHTS -00-K	1	490	55
SHAKER HEIGHTS -00-L	1	575	25
SHAKER HEIGHTS -00-M	1	735	65
SHAKER HEIGHTS -00-N	1	525	45
SHAKER HEIGHTS -00-O	1	720	85
SHAKER HEIGHTS -00-P	1	420	155
SHAKER HEIGHTS -00-Q	1	805	85
SHAKER HEIGHTS -00-R	1	720	35
SHAKER HEIGHTS -00-S	1	665	105
SHAKER HEIGHTS -00-T	1	705	145
SHAKER HEIGHTS -00-U	1	720	210
SOUTH EUCLID -01-A	1	390	45
SOUTH EUCLID -01-B	1	430	50
SOUTH EUCLID -01-C	1	585	125
SOUTH EUCLID -01-D	1	390	70
SOUTH EUCLID -02-A	1	405	80
SOUTH EUCLID -02-B	1	560	105
SOUTH EUCLID -02-C	1	450	95
SOUTH EUCLID -02-D	1	410	105
SOUTH EUCLID -03-A	1	350	45
SOUTH EUCLID -03-B	1	340	30
SOUTH EUCLID -03-C	1	375	60
SOUTH EUCLID -03-D	1	355	120
SOUTH EUCLID -04-A	1	455	35

SOUTH EUCLID -04-B	1	290	40
SOUTH EUCLID -04-C	1	315	25
SOUTH EUCLID -04-D	1	420	105
UNIVERSITY HEIGHTS -00-A	1	410	30
UNIVERSITY HEIGHTS -00-B	1	460	40
UNIVERSITY HEIGHTS -00-C	1	440	60
UNIVERSITY HEIGHTS -00-D	1	580	125
UNIVERSITY HEIGHTS -00-E	1	420	75
UNIVERSITY HEIGHTS -00-F	1	315	65
UNIVERSITY HEIGHTS -00-G	1	460	170
UNIVERSITY HEIGHTS -00-H	1	320	210
UNIVERSITY HEIGHTS -00-I	1	305	160
WARRENSVILLE HTS -01-A	1	355	25
WARRENSVILLE HTS -01-B	1	335	25
WARRENSVILLE HTS -02-A	1	315	25
WARRENSVILLE HTS -02-B	1	205	25
WARRENSVILLE HTS -03-A	1	605	25
WARRENSVILLE HTS -04-A	1	135	25
WARRENSVILLE HTS -04-B	1	295	25
WARRENSVILLE HTS -05-A	1	535	25
WARRENSVILLE HTS -05-B	1	290	25
WARRENSVILLE HTS -06-A	1	525	25
WARRENSVILLE HTS -07-A	1	140	25
WARRENSVILLE HTS -07-B	1	135	25
WOODMERE -00-A	1	200	25
<b>Total</b>		<b>145,200</b>	<b>29,030</b>



**Appointment to Elected Office**

1. Nathan J. Hudak, Cleveland Municipal Court, Judge UTE 1/3/22<sup>1</sup>

APR 28 AM 11:59

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<sup>1</sup> Vacancy acknowledged at the 3/5/2021 meeting (resignation of E. Groves). Term ends 1/3/2022; no special election required.

**FW: Nathan Hudak Appointed to Cleveland Municipal Court**

ElectionInfo &lt;electioninfo@cuyahogacounty.gov&gt;

Thu 4/22/2021 9:34 AM

To: Brent Lawler <blawler@cuyahogacounty.gov>; Cory Milne <cmilne@cuyahogacounty.gov>; Rosemarie H. Amato <ramato@cuyahogacounty.gov>

**From:** Brown, Jennifer <Jennifer.Brown@governor.ohio.gov>**Sent:** Wednesday, April 21, 2021 5:32 PM**To:** ElectionInfo <electioninfo@cuyahogacounty.gov>**Cc:** Thrasher, Jen <Jen.Thrasher@governor.ohio.gov>**Subject:** Nathan Hudak Appointed to Cleveland Municipal Court

Dear Sir or Madam:

This letter is written to advise you that on April 21<sup>st</sup>, 2021, Governor Mike DeWine appointed Nathan J. Hudak as a Judge to the Cleveland Municipal Court. He will assume office on May 3, 2021, for the term ending January 3, 2022. Judge Hudak's appointment replaces the resigned Judge Groves.

Thank you,  
Jennifer Brown



Jennifer Brown  
Administrative Assistant of Board and Commissions  
Office of Ohio Governor Mike DeWine  
(614) 644-0860  
[jennifer.brown@governor.ohio.gov](mailto:jennifer.brown@governor.ohio.gov)  
[www.governor.ohio.gov](http://www.governor.ohio.gov)

*This message and any response to it may constitute a public record and thus may be publicly available to anyone who requests it.*

APR 23 AM 11:59

21 APR 22 AM 11:05



**Withdrawal of Candidate from the September 14, 2021 Primary Election**

<b><u>Office</u></b>	<b><u>Name</u></b>	<b><u>Party</u></b>
Maple Heights President of Council	Ronald Jackson	Nonpartisan

**Withdrawal of Candidate from the November 2, 2021 General Election**

<b><u>Office</u></b>	<b><u>Name</u></b>	<b><u>Party</u></b>
Cleveland Heights Member of Council	Allosious K. Snodgrass	Nonpartisan

APR 23 AM 11:58



CUYAHOGA COUNTY  
BOARD OF ELECTIONS

Date: 4-6-21

I, RONALD JACKSON, 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): \_\_\_\_\_

Office: Council President

Signature: Ronald Jackson

Printed Name: Ronald Jackson

Street Address: 5245 THOMAS ST

City / Zip Code: Maple Hts 44137

Phone / Email: 216-650-4422 ron-jackson@att.net

APR 23 AM 11:59

APR 16 '21 PM 3:36





CUYAHOGA COUNTY  
BOARD OF ELECTIONS

Date: 20210413

I, Allosious K. Snodgrass 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): \_\_\_\_\_

Office: Cleveland Heights Council

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City / Zip Code: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

'21 APR 13 PM 1:26

APR 23 AM 11:59



## Agenda Item Request

**Requested By:** Victor Rush **Department:** Election Support

**Requested Action:** ☒ Approval  
☐ Authorization  
☐ Other \_\_\_\_\_

**Type of Request**

☐ RFP/contract  
☐ Travel/Training  
☐ Personnel

☐ Certification  
☐ Protest  
☐ Other \_\_\_\_\_

☐ Provisional Rejections  
☐ Absentee Rejection

**Specific description of request:**

Allocation of voting booths for the August 3, 2021 Special & 11<sup>th</sup> Congressional Special Primary Election. Allocation quantities are based on Social Distancing and room size per polling location. A total of 2405 voting booths will be allocated + 486 DS200 precinct scanners + 159 ADA AutoMark voting units and 649 Electronic Poll books.

**Estimated Expense:** \_\_\_\_\_

**Budgeted Item:** Yes \_\_\_\_\_ No \_\_\_\_\_

**Requestor Signature:** Victor Rush

**Date:** 4-22-2021

**Manager Signature:** Victor Rush

**Date:** 4-22-2021

**Deputy Director:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Director Approved:** Yes \_\_\_\_\_ No \_\_\_\_\_

**Director's Signature:** Chris P.

**Date:** 4.27.21

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

**Forward to the Clerk of the Board:** **Date:** \_\_\_\_\_

**Received by the Clerk of the Board:** **Date:** 4/26/2021





# CUYAHOGA COUNTY BOARD OF ELECTIONS

Jeff Hastings  
Chairman

Inajo Davis Chappell  
Member

Lisa M. Stickan  
Member

David J. Wondolowski  
Member

Anthony W. Perlatti  
Director

Anthony N. Kaloger  
Deputy Director

## Memorandum

**To:** Board Members

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

**From:** Kendra Zusy, Fiscal Services Manager 

**Date:** May 3, 2021

**Re:** Contract Award Recommendation for MidFitz, Inc. dba Berman Moving & Storage

---

A Request for Bid (RFB) for the delivery and return of voting equipment for all elections occurring from May 16, 2021 through May 2, 2022 was issued on March 18, 2021. The RFB was posted on the Board of Elections website and in the Daily Legal News in accordance with the Ohio Revised Code Section 3501.301 for bids over \$25,000.

One bid was received by the March 22, 2021 deadline. Berman Moving & Storage, located in Cleveland, Ohio, bid a total of **\$107,844.00** which covers the 8/3/21, 9/14/21 and 11/2/21 elections. Berman's bid met all the requirements of the RFB, including a bid bond in the amount of ten percent of the bid.

In light of changes caused by the 2020 COVID-19 Pandemic, the RFB's pricing structure was modified from the previous contract. Rather than one price per location, locations were separated into two categories--Tier 1 Pricing and Tier 2 Pricing. Tier 1 Pricing includes 1 to 5 Precincts and Tier 2 includes 6 to 12 Precincts. This allows the vendor to not be adversely affected if voting locations are changed or eliminated during the election cycle(s).

At the time of the bid, the 11<sup>th</sup> Congressional Election date(s) was unknown. A ten percent contingency was included in the total. A separate budget will be developed for the 11<sup>th</sup> Congressional Election and Tier 1 and Tier 2 pricing will be used for this election under this contract.

Berman Moving & Storage has been the Board's vendor for delivery and return of voting equipment services since 2013 and has proven to be a good and reliable vendor. Therefore, a contract award is recommended to MidFitz, Inc. dba Berman Moving and Storage in the amount of **\$107,844.00 or \$150.00 per Tier 1 location and \$195.00 per Tier 2 location.**

## CONTRACT

By and between the

CUYAHOGA COUNTY BOARD OF ELECTIONS

and

MIDFITZ, INC. dba BERMAN MOVING AND STORAGE

THIS CONTRACT (the "Contract") is made and entered into as of May 3, 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 MidFitz, Inc. dba Berman Moving and Storage, ("CONTRACTOR") having principal place of business at 23800 Corbin Drive in Cleveland, Ohio 44128. 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 delivery and return of voting equipment for all elections occurring from May 16, 2021 through May 2, 2022; 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. Term; Amount

- A. Initial Term: The initial term of this Contract shall commence **May 16, 2021 through May 2, 2022**, unless earlier terminated or canceled (the "Initial Term"). Payments made by the BOARD to CONTRACTOR during this Initial Term shall not exceed one-hundred seven thousand, eight hundred forty-four dollars (**\$107,844.00**).
- B. Renewal Options. The contract may be renewed after the ending date of the contract solely at the discretion of the BOARD for a period of six months. Any further renewals will be by mutual agreement between BOARD and the CONTRACTOR for any number of times and for an appropriate period of time. The cumulative time of all mutual renewals may not exceed 24-months beyond the initial term and BOARD's sole six-month renewal.

### II. BOARD Responsibilities

- A. Project Managers: BOARD shall appoint Project Managers to serve as the main point of contact between the BOARD and CONTRACTOR. No Project Managers, nor any other BOARD employee, shall be directly or indirectly responsible for performing any of the CONTRACTOR's responsibilities.

- B. Preparation of Voting Equipment and Supplies: Prior to each election, the BOARD shall prepare the DS200 Ballot Scanners and AutoMark ADA Voting Units for pickup by the CONTRACTOR, which includes clearly marking the voting location to which each piece of equipment shall be delivered.
- C. Pickup Order: The BOARD shall provide CONTRACTOR with the order that equipment shall be ready for pickup from the BOARD Warehouse located at 1890 East 40<sup>th</sup> Street, Cleveland, Ohio. Equipment is prepared by BOARD by municipality, and equipment for multiple municipalities will be included in each pickup (for countywide elections).
- D. Preparation of Voting Booths: Prior to each election, the BOARD shall send staff to the CONTRACTOR's warehouse to prepare the voting booths for each voting location. The voting booths shall be stored at the CONTRACTOR's warehouse on transport carts (9 to 15 depending on cart configuration). BOARD staff shall provide additional transport carts at this time so the booths can be segregated by voting location, which shall be completed by BOARD staff.
- E. Maps: The BOARD shall provide maps, noting all voting locations and their addresses. The BOARD shall also specify the name of the contact person for each voting location.
- F. Chain of Custody Forms ("Order to Move" and "Order to Return"): For each election, the BOARD shall provide Chain of Custody Forms for each voting location to which equipment will be delivered. Two forms will be provided for each location: one for the delivery of the equipment and one for the return of equipment.

### III. **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.
- B. Compliance with Secretary of State's Election Procedures: **The Ohio Secretary of State's directives, advisories, other instructions, decisions and the Ohio Election Official Manual are incorporated by reference. If rules and requirements change after the commencement of the Contract in a manner that the parties agree affects performance or other expectations under the Contract, the parties may discuss whether or not changes require an amendment to the terms of the Contract.**
- C. Equipment Pickups: CONTRACTOR shall begin picking up the election equipment at the BOARD's Warehouse located at 1890 East 40<sup>th</sup> Street, Cleveland, Ohio, approximately **21 days prior to each election** (unless BOARD specifically allows for a later date). For countywide elections, a forty-five or fifty-three foot trailer (or combination of smaller trucks equivalent in total space) shall be required to pick up the equipment from the BOARD's Warehouse.
- D. Moving Equipment: The CONTRACTOR shall provide all necessary trucks, forklifts, stackers, carts, shrink wrap, dollies, and personnel for the handling of voting equipment, booths, ballot bags, signs, flag sets and all other election supplies required to be delivered or returned by the BOARD.



- E. Security of Equipment: The CONTRACTOR must securely move all the equipment by carefully using tie down tools or lock bars in their delivery trucks. Each level in the truck must be secured to prevent any shifting during transport. During transport, the **wheels shall be locked** on all the equipment, and then unlocked when unloading the truck. The tie down tools or lock bars should be properly placed on all the equipment to avoid shifting throughout transport.
- F. Special Handling of Equipment: Each delivery and return of voting equipment and supplies for the BOARD will require special handling during storing and transporting, which are detailed below:
1. DS200 Precinct Scanners – The top of each unit contains the digital computerized scanner, which can make the unit top-heavy. A two-wheel dolly or a floor plate will be necessary to transport these scanners over elevators, sidewalks, driveways, truck gates, etc. The scanner shall be loaded into the truck, floor loaded, with their **wheels locked**, covered with a blanket, and secured inside the truck. The precinct scanners shall not be stacked on top of one another and shall always be vertical on its four wheels. No other equipment shall be stacked on top of the scanner. These scanners can never be stacked or loaded horizontally and shall never be maneuvered with a forklift.
  2. AutoMark ADA Voting Unit – These units are in black rectangular cases with handles. These units shall be transported by extending the handle and rolling it on the two wheels and shall always remain upright on the two wheels and shall be secured in the moving truck to avoid shifting. These units shall be floor loaded and shall never be stacked or loaded horizontally. No other equipment shall be stacked on top of these units.
  3. Voting Booths – These voting booths are stored on transporting carts. The carts shall not be stacked more than two high. The CONTRACTOR shall verify the voting booths are correctly loaded on the carts and shall use shrink wrap to secure the booths and precinct bags onto the carts for the delivery to the voting locations. Each cart shall be securely strapped into the delivery truck to avoid shifting during transport. These voting units shall be stored at the selected CONTRACTOR's location on BOARD carts between elections.
- G. Storage of Equipment: Voting equipment and supplies that must be stored by CONTRACTOR prior to delivery shall be stored in a locked, dry warehouse with 24-hour security in the form of an alarm or camera system.
- H. Equipment Deliveries: CONTRACTOR shall begin delivering the election equipment to the voting locations in Cuyahoga County approximately **14 days prior to each election** (unless BOARD specifically allows for a later date). **All deliveries shall be substantially completed by the final Friday before Election Day. Unless otherwise explicitly agreed to by BOARD, "substantially completed" shall constitute approximately 95% of all deliveries.** A dock plate or a similar device shall be used when necessary to move the precinct scanners/AutoMark units over uneven or wide doorways with gaps in the floor. This will protect the wheels on the bottom of the unit.
- I. Two-Person Delivery Team: CONTRACTOR shall make all deliveries and pickups of voting equipment with a two-person delivery team.
- J. Order to Move Forms: The CONTRACTOR shall be responsible for ensuring all "Order to Move" chain of custody forms are signed by both the driver and passenger of the delivery truck stating exactly where all election equipment is stored. The forms must also be signed by the person at the voting location who receives the election equipment. The area or room number where election equipment and supplies will be stored at the voting location must be indicated legibly on the Chain of Custody form (Move Order). All signed Chain of Custody forms must be returned to the BOARD the same day

as delivery. Original Chain of Custody forms may be returned the next day as long as a copy is faxed or e-mailed the same day delivery takes place. The order of delivery and return of all the voting equipment and supplies will be instructed by the BOARD.

- K. Delivery Dates and Routes: The CONTRACTOR shall be responsible for establishing all delivery routes and for making necessary arrangements to gain entry for deliveries. CONTRACTOR shall also inform the BOARD of the planned daily delivery and pick up schedules 50 days prior to the start of deliveries to voting locations. This delivery schedule must be approved by the BOARD. For countywide elections, the CONTRACTOR shall make a roughly equal quantity of deliveries or pickups per day to ensure BOARD staff can maintain an efficient work schedule. The Chain of Custody forms will list any specific time limitations when a particular location will accept delivery or allow pick-up. The CONTRACTOR must adhere to set delivery schedule unless beyond the CONTRACTOR's control due to unforeseen circumstances. The BOARD Project Managers shall be contacted immediately if delivery or pick-up cannot be accomplished at a location due to unforeseen circumstances.
- L. Equipment Returns: Starting the day after each election, the CONTRACTOR shall begin picking up ALL election equipment from the voting locations and returning it to the BOARD. All equipment shall be returned to the BOARD by **10 days after the election**.
- M. Order to Return Forms: An "Order to Return" chain of custody form will be provided by the BOARD for each voting location. Chain of Custody forms must be signed by the driver, passenger, and the person at the location receiving as well as releasing the voting booths, signs and flags. The Chain of Custody forms must be returned to the BOARD on a daily basis. Original Chain of Custody forms may be returned the next day as long as a copy is faxed or e-mailed the same day delivery takes place.
- N. Re-Deliveries: Any re-deliveries and pick-ups that may be required will not result in additional compensation being paid from the BOARD to the CONTRACTOR for necessary re-deliveries or pick-ups.
- O. Storage of Booths and Carts: The CONTRACTOR shall be responsible for storing the +/-6,000 voting booths on BOARD carts between elections at their location. There are 667 full carts of voting booths that can be stacked two high, resulting in a floor footprint of 400 carts for storage. The cost of storage shall be factored into the cost per delivery.
- P. Licenses and Permits: The CONTRACTOR shall have all licenses and permits required by Federal, State and municipal laws, ordinances and regulations including the CONTRACTOR's own P.U.C.O. Certificate of Authority.

#### **IV. Contract Termination and Suspension**

- A. Contract Termination: If CONTRACTOR fails to perform any of its obligations under the Contract, it will be in default and the BOARD may terminate the Contract in accordance with this section. The termination will be effective on the date delineated by the BOARD.
  - 1. Termination for Default: If CONTRACTOR's default is unable to be cured in a reasonable time based on the circumstances at the time of CONTRACTOR's default, the BOARD may terminate the Contract by written notice to the CONTRACTOR.
  - 2. Termination for Unremedied Default: If CONTRACTOR's default may be cured within a reasonable time based on the circumstances at the time of CONTRACTOR's default, the BOARD will provide written notice to CONTRACTOR specifying the default and the time within which

CONTRACTOR must correct the default. If CONTRACTOR fails to cure the specified default within the time required, the BOARD may terminate the Contract. If the BOARD does not give timely notice of default to CONTRACTOR, the BOARD has not waived any of its rights or remedies concerning the default.

3. Termination for Persistent Default: The BOARD may terminate this Contract by written notice to CONTRACTOR for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After the BOARD has notified CONTRACTOR of its third default, the BOARD may terminate this Contract without providing CONTRACTOR with an opportunity to cure, if CONTRACTOR defaults for a fourth time. The four defaults are not required to be related to each other in any way.
  4. Termination for Endangered Performance: The BOARD may terminate this Contract by written notice to CONTRACTOR if the BOARD determines that the performance of CONTRACTOR is endangered through no fault of the BOARD.
  5. Termination for Financial Instability: The BOARD may terminate this Contract by written notice to CONTRACTOR if a petition in bankruptcy or similar proceeding has been filed by or against CONTRACTOR.
  6. Termination for Delinquency, Violation of Law: The BOARD may terminate this Contract by written notice, if it determines that CONTRACTOR is delinquent in its payment of federal, state, or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs, or any other obligation owed to a state agency or political subdivision. The BOARD may also cancel this Contract, if it determines that CONTRACTOR has violated any law during the performance of this Contract. However, the BOARD may not terminate this Contract if CONTRACTOR has entered into a repayment agreement with which CONTRACTOR is current.
  7. Termination for Subcontractor Default: The BOARD may terminate this Contract for the default of CONTRACTOR or any of its subcontractors. CONTRACTOR will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the BOARD for any liability to them. Subcontractors will hold the BOARD harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to CONTRACTOR for any compensation to which they may be entitled.
  8. Termination for Convenience: The BOARD may terminate this Contract for its convenience after issuing written notice to CONTRACTOR. In such case, CONTRACTOR will be entitled to compensation for any supplies or products that the CONTRACTOR has delivered or rendered services before the termination. Such compensation will be CONTRACTOR's exclusive remedy in the case of termination for convenience and will be available to CONTRACTOR only after submitting a proper invoice for the services, products, or supplies, with the invoice reflecting the amount determined by the BOARD to be owing to CONTRACTOR.
  9. Termination, CONTRACTOR Responsibilities: Upon receipt of the notice of termination, CONTRACTOR will immediately cease all work related to the Contract, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the CONTRACTOR will incur related to this Contract.
- B. Contract Suspension: If CONTRACTOR fails to perform any one of its obligations under this Contract, it will be in default and the BOARD may suspend rather than terminate this Contract where the BOARD believes that doing so would better serve its interest. In the case of suspension for the BOARD's convenience, the amount of compensation due to CONTRACTOR for work performed before the suspension will be determined in the same manner as provided in this section for termination for the BOARD's convenience or CONTRACTOR may be entitled to compensation for work performed before the suspension, less any damage to the BOARD resulting from the



CONTRACTOR's breach of this Contract or other fault. The notice of suspension, whether with or without cause, will be effective immediately on CONTRACTOR's receipt of the notice.

**V. Contract Remedies**

- A. Actual Damages: CONTRACTOR is liable to the BOARD for all actual and direct damages caused by CONTRACTOR's failure to secure, protect and return the property of the BOARD. The BOARD may buy substitute supplies or equipment, from a third party, for those that were in the custody of the CONTRACTOR. The BOARD may recover the costs associated with acquiring substitute supplies or equipment, less any expenses or costs saved by CONTRACTOR's default, from CONTRACTOR.
- B. Liquidated Damages: It is acknowledged and agreed that the CONTRACTOR's failure to timely fulfill its delivery obligations under the Contract cause the BOARD to incur economic damages and substantial other losses in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the BOARD of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such failure, the CONTRACTOR agrees that liquidated damages may be assessed and recovered by the BOARD as against CONTRACTOR and its Surety, in the event of delayed delivery and without the BOARD being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore , the BOARD may recover liquidated damages from the CONTRACTOR per the following schedule:

Damage	Cost
For each equipment delivery not properly completed by the Friday before Election Day and exceeding the "substantial completion" threshold detailed in Section III(H)	\$50 each for first four locations, \$70 each for fifth and subsequent locations
For each equipment delivery not properly completed by Election Day (or each equipment delivery delivered to an incorrect location)	\$160 each for first three locations, \$225 each for fourth and subsequent locations
For each equipment delivery not returned to the BOARD by the 10th day after Election Day	\$160 each for first three locations, \$225 each for fourth and subsequent locations

Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and CONTRACTOR shall pay them to the BOARD without limiting the BOARD's right to terminate this agreement for default as provided elsewhere herein.

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

- D. Performance Bond: Pursuant to Ohio Revised Code Section 3505.13, CONTRACTOR shall maintain a performance bond with a surety company or companies licensed to do such business in the State of Ohio in the sum equal to not less than 10% of the total amount of the contract conditioned upon the faithful performance of the Contract and for the payment as damages by CONTRACTOR to the BOARD of any excess of cost which it may be obliged to pay for such work by reason of the failure of CONTRACTOR to complete the Contract.

## **VI. Payment Provisions**

- A. Invoicing: After each election, CONTRACTOR shall promptly submit one original invoice to the BOARD for deliveries actually rendered for such election. All deliveries shall be charged at the prices specified in CONTRACTOR's bid (Exhibit B).
- B. Payments: Payments under this Contract shall be due on the 60<sup>th</sup> calendar day after the date of actual receipt of a proper invoice by the BOARD. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section 126.30.
- C. Tax Exempt: The BOARD is a tax-exempt No. 29 political subdivision of the State of Ohio (Federal I.D. No. 34-6000817) and can provide necessary tax exemption forms upon CONTRACTOR's request.

## **VII. Quantities**

- A. The estimated quantity of deliveries of the items for the Initial Term is included in the Official Bid Form (Exhibit B).

## **VIII. General Terms and Conditions**

- A. Governing Law and Jurisdiction: This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The Parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract. Each Party consents to the exclusive jurisdiction of such courts and waives any right to object to such filing on venue, forum non-convenient, or similar grounds.
- B. Severability: If any provision of this Contract shall be unenforceable or invalid under an applicable law or be so held by an applicable court decision, the remaining provisions of the Contract shall remain in full force and effect. The unenforceable or invalid provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decision.
- C. Entire Agreement: This Contract and its Exhibits sets forth and constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Contract supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any Party to this Contract. Exhibit A and Exhibit B are incorporated as if fully rewritten

herein whether or not physically attached to this Contract. The following order of precedence shall govern in any conflict that arises between this Contract and any materials incorporated by reference: (1) this Contract; (2) the RFB incorporated as Exhibit A; and (4) the Bid, incorporated as Exhibit B.

- D. Amendments: This Contract may be amended only in writing, approved by a majority of the BOARD Members of the BOARD, and executed by both Parties.
- E. Conflicts: The terms of this Contract shall control over any conflicting terms in any referenced agreement or document.
- F. Time: Time is of the essence as to all dates set forth herein. A failure to perform by the dates and times specified herein, including any applicable cure periods, will be a material breach of the Contract.
- G. Strict Performance: The failure of the BOARD to insist upon strict performance of the terms, covenants, agreements and conditions contained in this Contract shall not constitute or be construed as a waiver or relinquishment of the BOARD's rights to thereafter enforce such term, covenants or condition, but the same shall continue in full force and effect.
- H. Assignment: CONTRACTOR shall not assign or subcontract any of its obligations or duties under this Contract without the prior consent of the BOARD.
- I. Independent Contractor: CONTRACTOR shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the CONTRACTOR for work performed under the terms of the contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials.
- J. Indemnification: CONTRACTOR shall indemnify, defend, and save the BOARD harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties or from any act of CONTRACTOR, his servants or agents.
- K. Limitation of Liability: In no event shall the BOARD be liable to CONTRACTOR or any third party for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits.
- L. Compliance with Laws: Each Party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits



or licenses necessary for its operations. Neither Party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other Party.

- M. Force Maieure: Neither Party shall be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party.
- N. Successors and Assigns: This Contract shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.
- O. Survival: All provisions that logically ought to survive termination of this agreement shall survive.
- P. Notices. For any notice under the Contract to be effective, it must be made in writing and sent via email. The date of notice shall be the date such email is sent. The individuals who may send and receive notices on behalf of their respective Party are listed below and shall include their successors. The Parties shall provide updated contact information when necessary.

For the BOARD.

Anthony W. Perlatti, Director  
[aperlatti@cuyahogacounty.gov](mailto:aperlatti@cuyahogacounty.gov)

Anthony N. Kaloger, Deputy Director  
[tkaloger@cuyahogacounty.gov](mailto:tkaloger@cuyahogacounty.gov)

Kendra A. Zusy, Fiscal Services Manager  
[kazusy@cuyahogacounty.gov](mailto:kazusy@cuyahogacounty.gov)

For CONTRACTOR:

Marcy Robbins, President

[marcy@bermanmovers.com](mailto:marcy@bermanmovers.com)

- 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. Performance Bond: See Section V (D).

B. 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. 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: Marcy Robbins

Title: President

Date: 04/27/2021

**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



## CUYAHOGA COUNTY BOARD OF ELECTIONS REQUEST FOR BID

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<b>Bid #:</b>	<b>2021.03.22</b>	
<b>Issued by:</b>	Cuyahoga County Board of Elections (CCBOE) 2925 Euclid Avenue Cleveland, Ohio 44115	
<b>Subject:</b>	Delivery and Return of Voting Equipment for all Election Dates through May 2, 2022	
<b>Issue Date:</b>	Thursday, March 18, 2021	
<b>Due Date:</b>	3:00 pm on Monday, March 22, 2021 via e-mail only to <a href="mailto:boefiscalservices@cuyahogacounty.gov">boefiscalservices@cuyahogacounty.gov</a>	
<b>Pre-Bid Conference:</b>	<b>N/A</b>	
<b>Contacts:</b>	Kendra Zusy Fiscal Services Manager 216-443-6442 <a href="mailto:kazusy@cuyahogacounty.gov">kazusy@cuyahogacounty.gov</a>	Patrick McAlea Fiscal Services Assistant Manager 216-443-6416 <a href="mailto:pmcalea@cuyahogacounty.gov">pmcalea@cuyahogacounty.gov</a>

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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 Friday, March 19, 2021, 10:00 am (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. Voters are assigned according to their residence to one of 975 precincts. Each precinct is then assigned to one of approximately 315 voting locations throughout the County (see Exhibit E for a complete list of current voting locations in Cuyahoga County). The exact number of registered voters, precincts, and voting locations will fluctuate slightly throughout the duration of this contract.

On Election Day, each voting location has at least two ballot scanners, which are used by voters to scan their voted ballots. Each voting location also has several collapsible voting booths setup for voters to mark their ballots, as well as one ADA voting unit to assist ADA voters. The quantity of voting booths at each location is based roughly on the number of precincts at that location. Additionally, each precinct assigned to that voting location has a ballot bag that holds the ballots for that precinct, as well as a supply bag(s) that holds supplies for the precinct election officials for that location.

Several elections of varying sizes are held each year. A countywide "general" election is held in November every year. In even years, a countywide "primary" election is held in March (in presidential election years) or May (in non-presidential election years). In odd years, municipalities can hold their "primary" elections in May or September. These elections typically include a quarter to a third of the County's precincts. Special elections, if needed, can be held in August of any year, and have only included around a dozen precincts for the past several years (but can include more). Other types of special elections such as runoff or recall elections are also held on an as-needed basis.

The selected vendor shall be responsible for delivering the items described above to the voting locations for each election, as well as returning all items to the CCBOE after the election. The selected vendor shall also be required to store the collapsible voting booths (when not at the voting locations) at its warehouse location on metal transport carts that will be provided by the CCBOE.

### B. Amount

The total amount paid by the Board to the Vendor pursuant to this Contract shall be a not-to-exceed total amount (including a 10% contingency calculation).

### C. Description of Deliverables

1. DS200 Ballot Scanners: 44"H x 28"D x 26"W with four lockable wheels and weighing approximately 87 pounds.





2. ADA Voting Units: 34"H x 14"D x 26"W with two wheels. This item weighs approximately 75 pounds inside its case.



3. Collapsible Voting Booths and Transport Carts: contained in a 5.25" x 23" x 24" flat sided black plastic suitcase weighing thirty pounds. Voting booths are transported on carts provided by the CCBOE. Each single cart may contain up to 9 voting booths. Carts stacked 2 high may contain up to 15 (9 on top cart and 6 on bottom cart) voting booths. Transport carts are 2'- 6"H x 4'L x 2'W.



4. Ballot Bags: 13"H x 13"L x 21"W flip-top collapsible fabric supply bag weighing up to 60 pounds when packed. Ballot bags are transported on carts provided by the CCBOE.



5. Supply Bags: 14"H x 14"L x 19"W flip-top collapsible fabric supply bag weighing up to 40 pounds when packed. Supply bags are transported inside the DS200 Ballot Scanners.



6. ADA Signage: contained in a 4"H x 20"L x 22"W flat sided cardboard box, weighing 5 pounds. These signs are transported on the carts with the voting booths. One (1) to four (4) signs possible per voting location.



7. Ballot Racks: 63"H x 32"L x 15"W metal rolling racks with slanted shelving and four wheels. Up to 4 Ballot Racks are needed at voting locations with six precincts or more only.



8. American Flag Sets: consist of three (3) American Flags on wooden poles wrapped by twine in a bundle 3" in diameter; the longest flag is 48" in length.

#### D. Quantities

The estimated quantity of deliveries of the items described above is included in the Official Bid Form (Exhibit A).



E. The Ohio Secretary of State's directives, advisories, other instructions, decisions and the Ohio Election Official Manual are incorporated by reference into this request for bids and into any resulting contract. If rules and requirements change after the commencement of the contract in a manner that the parties agree affects performance or other expectations under the contract, the parties may discuss whether or not changes require an amendment to the terms of the contract.

F. **CCBOE Responsibilities**

1. Project Managers: CCBOE shall appoint Project Managers to serve as the main point of contact between the CCBOE and the selected vendor. No Project Managers, nor any other CCBOE employee, shall be directly or indirectly responsible for performing any of the vendor's responsibilities.
2. Preparation of Voting Equipment and Supplies: Prior to each election, the CCBOE shall prepare the DS200 Ballot Scanners and AutoMark ADA Voting Units for pickup by the vendor, which includes clearly marking the voting location to which each piece of equipment shall be delivered. The CCBOE shall also provide the vendor with the additional equipment described in Section B, which shall be clearly marked with its assigned voting location.
3. Pickup Order: The CCBOE shall provide vendor with the order that equipment shall be ready for pickup from the CCBOE Warehouse located at 1890 East 40<sup>th</sup> Street, Cleveland, Ohio. Equipment is prepared by CCBOE by municipality, and equipment for multiple municipalities will be included in each pickup (for countywide elections).
4. Preparation of Voting Booths: Prior to each election, the CCBOE shall send staff to the vendor's warehouse to prepare the voting booths for each voting location. The voting booths shall be stored at the vendor's warehouse on transport carts (9 to 15 depending on cart configuration). CCBOE staff shall provide additional transport carts at this time so the booths can be segregated by voting location, which shall be completed by CCBOE staff.
5. Maps: The CCBOE shall provide maps, noting all voting locations and their addresses. The CCBOE shall also specify the name of the contact person for each voting location.
6. Chain of Custody Forms ("Order to Move" and "Order to Return"): For each election, the CCBOE shall provide Chain of Custody Forms for each voting location to which equipment will be delivered. Two forms will be provided for each location: one for the delivery of the equipment ("Order to Move" – see Exhibit C) and one for the return of equipment ("Order to Return" – see Exhibit D).

G. **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.

2. Equipment Pickups: Vendor shall begin picking up the election equipment at the CCBOE Warehouse located at 1890 East 40<sup>th</sup> Street, Cleveland, Ohio, approximately **21 days prior to each election** (unless CCBOE specifically allows for a later date) (See Exhibit G – “Sample Equipment Pickup Order”). For countywide elections, a forty-five or fifty-three foot trailer (or combination of smaller trucks equivalent in total space) shall be required to pick up the equipment from the CCBOE Warehouse. (Please see Exhibit B – “Delivery Dates” for a complete list of anticipated delivery dates for currently scheduled elections.)
3. Moving Equipment: The selected vendor shall provide all necessary trucks, forklifts, stackers, carts, shrink wrap, dollies, and personnel for the handling of voting equipment, booths, ballot bags, signs, flag sets and all other election supplies required to be delivered or returned by the CCBOE.
4. Security of Equipment: The selected vendor must securely move all the equipment by carefully using tie down tools or lock bars in their delivery trucks. Each level in the truck must be secured to prevent any shifting during transport. During transport, the **wheels shall be locked** on all the equipment, and then unlocked when unloading the truck. The tie down tools or lock bars should be properly placed on all the equipment to avoid shifting throughout transport.
5. Special Handling of Equipment: Each delivery and return of voting equipment and supplies for the CCBOE will require special handling during storing and transporting, which are detailed below:
  - a. DS200 Precinct Scanners – The top of each unit contains the digital computerized scanner, which can make the unit top-heavy. A two-wheel dolly or a floor plate will be necessary to transport these scanners over elevators, sidewalks, driveways, truck gates, etc. The scanner shall be loaded into the truck, floor loaded, with their **wheels locked**, covered with a blanket, and secured inside the truck. The precinct scanners shall not be stacked on top of one another and shall always be vertical on its four wheels. No other equipment shall be stacked on top of the scanner. These scanners can never be stacked or loaded horizontally, and shall never be maneuvered with a forklift.
  - b. AutoMark ADA Voting Unit – These units are in black rectangular cases with handles. These units shall be transported by extending the handle and rolling it on the two wheels, and shall always remain upright on the two wheels and shall be secured in the moving truck to avoid shifting. These units shall be floor loaded and shall never be stacked or loaded horizontally. No other equipment shall be stacked on top of these units.
  - c. Voting Booths – These voting booths are stored on transporting carts. The carts shall not be stacked more than two high. The selected vendor shall verify the voting booths are correctly loaded on the carts and shall use shrink wrap to secure the booths and precinct bags onto the carts for the delivery to the voting locations. Each cart shall be securely strapped into the delivery truck to avoid shifting during transport. These voting units shall be stored at the selected vendor’s location on CCBOE carts between elections.
6. Storage of Equipment: Voting equipment and supplies that must be stored by vendor prior to delivery shall be stored in a locked, dry warehouse with twenty-four hour security in the form of an alarm or camera system.

7. Equipment Deliveries: Vendor shall begin delivering the election equipment to the voting locations in Cuyahoga County approximately **14 days prior to each election** (unless CCBOE specifically allows for a later date). **All deliveries shall be substantially completed by the final Friday before Election Day. Unless otherwise explicitly agreed to by CCBOE, "substantially completed" shall constitute approximately 95% of all deliveries.** A dock plate or a similar device shall be used when necessary to move the precinct scanners/AutoMark units over uneven or wide doorways with gaps in the floor. This will protect the wheels on the bottom of the unit.
8. Two-Person Delivery Team: Vendor shall make all deliveries and pickups of voting equipment with a two-person delivery team.
9. Order to Move Forms: The vendor shall be responsible for ensuring all "Order to Move" chain of custody forms (see Exhibit C) are signed by both the driver and passenger of the delivery truck stating exactly where all election equipment is stored. The forms must also be signed by the person at the voting location who receives the election equipment. The area or room number where election equipment and supplies will be stored at the voting location must be indicated legibly on the Chain of Custody form (Move Order). All signed Chain of Custody forms must be returned to the CCBOE the same day as delivery. Original Chain of Custody forms may be returned the next day as long as a copy is faxed or e-mailed the same day delivery takes place. The order of delivery and return of all the voting equipment and supplies will be instructed by the CCBOE.
10. Delivery Dates and Routes: The selected vendor shall be responsible for establishing all delivery routes and for making necessary arrangements to gain entry for deliveries. Vendor shall also inform CCBOE of the planned daily delivery and pick up schedules 50 days prior to the start of deliveries to voting locations. This delivery schedule must be approved by the CCBOE (see Exhibit F – Sample Delivery Schedule). For countywide elections, the vendor shall make a roughly equal quantity of deliveries or pickups per day to ensure CCBOE staff can maintain an efficient work schedule. The Chain of Custody forms will list any specific time limitations when a particular location will accept delivery or allow pick-up. The vendor must adhere to set delivery schedule unless beyond the vendor's control due to unforeseen circumstances. The CCBOE Project Manager shall be contacted immediately if delivery or pick-up cannot be accomplished at a location due to unforeseen circumstances.
11. Equipment Returns: Starting the day after each election, the vendor shall begin picking up ALL election equipment from the voting locations and returning it to the CCBOE. All equipment shall be returned to the CCBOE by **10 days after the election**.
12. Order to Return Forms: An "Order to Return" chain of custody form (see Exhibit D) will be provided by the CCBOE for each voting location. Chain of Custody forms must be signed by the driver, passenger, and the person at the location receiving as well as releasing the voting booths, signs and flags. The Chain of Custody forms must be returned to the CCBOE on a daily basis. Original Chain of Custody forms may be returned the next day as long as a copy is faxed or e-mailed the same day delivery takes place.
13. Re-Deliveries: Any re-deliveries and pick-ups that may be required should be reflected in the original bid price as the selected vendor will not be paid any additional money for necessary re-deliveries or pick-ups.



14. Storage of Booths and Carts: The selected vendor shall be responsible for storing the +/-6,000 voting booths on CCBOE carts between elections at their location. There are 667 full carts of voting booths that can be stacked two high, resulting in a floor footprint of 400 carts for storage. The cost of storage shall be factored into the cost per delivery.
15. Licenses and Permits: The selected vendor shall have all licenses and permits required by Federal, State and municipal laws, ordinances and regulations including the vendor's own P.U.C.O. Certificate of Authority.

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END OF SECTION I

## SECTION II: BID REQUIREMENTS

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### A. Required Bid Documents

All bids shall include the following:

1. Cover Letter: A cover letter that includes a brief description of the firm, including: history, number of years in business, type(s) of services provided, legal status of vendor organization (i.e., corporation, partnership, sole proprietor, etc.).
2. Summary: A summary of the vendor's prior experience that describes the adequacy of staff, equipment, and past performance of the organization relevant to this project.
3. References: A list of three references that includes names and phone numbers of customers for similar projects the firm has completed (references cannot include any current or former CCBOE employees).
4. Bid Form: A completed and signed Official Bid Form (Exhibit A).
5. Bid Bond: A bid bond in the amount not less than 10% of the bid from two individual sureties or a surety company authorized to conduct such business in the State of Ohio.

### B. Bid Pricing

1. Bidders shall enter their proposed unit prices for the delivery and return of voting equipment in the highlighted fields of the Official Bid Form (see Exhibit A). (Note that the cost is for both the delivery AND return of equipment to and from each voting location.) The bidder's total bid amount will be automatically calculated based on the projected delivery quantities. All prices shall be in exact amounts with no estimates or contingencies.
2. The bid price per voting location shall include all the services mentioned in the bid including the delivery and return of voting equipment and supplies as well as the storage of the voting booths and carts at the bidders' facility throughout the duration of the contract.
3. Since few deliveries are typically required for "special" elections, bidders have an option of providing a "minimum election cost". For any election in which the total delivery cost is less than the minimum election cost, the Vendor shall be paid for the "minimum election cost".
4. The delivery quantities in the Official Bid Form are **ESTIMATES ONLY** and are subject to change. Further, "special" elections in August are held on an as-needed basis, and additional elections, although uncommon, may be held on separate dates if required. Regardless of how many elections or what size elections are held during the contract period, the vendor's prices shall remain the same.

### **C. Method of Submitting Bid**

1. Bids must be submitted via e-mail only to [boefiscalservices@cuyahogacounty.gov](mailto:boefiscalservices@cuyahogacounty.gov) by the bid deadline of 3:00 pm (EST) on Monday, March 22, 2021. Please include Bid Number 2021.03.22 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.

### **D. 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.

### **E. 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.

### **F. Multiple Bids**

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

### **G. 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.

### **H. 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.



## **I. 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.

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**END OF SECTION II**

### SECTION III: CONTRACT REQUIREMENTS

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#### A. Terms and Conditions

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

1. Term. The term of the Contract shall commence May 16, 2021 through the return of voting equipment for all election dates through May 2, 2022.
2. Renewal. The contract may be renewed after the ending date of the contract solely at the discretion of the CCBOE for a period of six months. Any further renewals will be by mutual agreement between CCBOE and the vendor for any number of times and for an appropriate period of time. The cumulative time of all mutual renewals may not exceed 24 months beyond the initial term and CCBOE's sole six month renewal.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. **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.
11. **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. If actual and direct damages are uncertain or difficult to determine, the CCBOE may recover liquidated damages in the following amount:

Damage	Cost
For each equipment delivery not properly completed by the Friday before Election Day and exceeding the "substantial completion" threshold detailed in Section I(E)(6)	\$50 each for first four locations, \$70 each for fifth and subsequent locations
For each equipment delivery not properly completed by Election Day (or each equipment delivery delivered to an incorrect location)	\$160 each for first three locations, \$225 each for fourth and subsequent locations
For each equipment delivery not returned to the CCBOE by the 10th day after Election Day	\$160 each for first three locations, \$225 each for fourth and subsequent locations

12. **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.
13. **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.
14. **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.
15. **Ownership:** All products produced in response to the contract will be the sole property of the CCBOE.



16. Contract Documents: This RFB and part or all of the successful proposal will be incorporated into the contract.
17. Invoice Requirements. After each election, the vendor shall promptly submit an original invoice to the CCBOE for the ballots and other deliverables actually rendered for such election. The ballots will be listed in line-item detail by type. Other deliverables shall also be listed in line-item detail.
18. Payment Due Date: Payments under this contract will be due on the 60<sup>th</sup> 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.

- 4. Performance Bond: A Performance Bond in an amount not less than 10% of the total amount of the contract from two individual sureties or a surety company authorized to conduct such business in the State of Ohio

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**END OF SECTION III**

## INDEX OF EXHIBITS

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Exhibit A	Official Bid Form
Exhibit B	Delivery Dates
Exhibit C	Sample "Order to Move" Form
Exhibit D	Sample "Order to Return" Form
Exhibit E	Voting Locations in Cuyahoga County
Exhibit F	Sample Delivery Schedule
Exhibit G	Sample Equipment Pickup Order

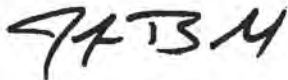


18 March, 2021

Berman Moving and Storage was founded in 1912 in Cleveland, Ohio by Swedish immigrants. Since that time, Berman has grown to be a leader in local, national and international moves; both household as well as office and commercial.

For over 100 years, Berman Moving and Storage, Inc. has continued to provide high quality service to its clients in the Cleveland area as well as nationwide. Berman Moving and Storage is a qualified agent for Atlas Van Lines. We believe in honesty and the highest ethical standards. We strive to communicate our value of all people, our objectives of excellent customer service, and how everyone fits into achieving them. We strive for excellence in all that we do.

Sincerely,

A handwritten signature in black ink, appearing to read "JTB 14".

John Ball  
Account Manager  
Berman Moving and Storage, Inc.



Updated 02/23/2021

**Exhibit A - Official Bid Form**

**Instructions:** Enter in the blue highlighted area only. Enter "Current Prices" for each Category. After Totals are calculated, save Excel file to include your Vendor Name and Bid #.

	Tier 1 Pricing: 1 to 5 Precincts and/or Zone Stations	Tier 2 Pricing: 6 to 12 Precincts
Delivery Item	Quantities	Quantities
ADA Ballot Marking Device	1	1
Transport Cart	0 to 2	3 to 5
DS200 Scanner	2 to 5	6 to 8
Ballot Rack	0	4
<b>Bid Price per Location:</b>	<b>\$150.00</b>	<b>\$195.00</b>

Election Date: 8/3/2021	Locations	Price
Tier 1 locations	147	\$22,050.00
Tier 2 locations	14	\$2,730.00
Total Bid for 8/3/2021:		<b>\$24,780.00</b>

Election Date: 9/14/2021	Locations	Price
Tier 1 locations	157	\$23,550.00
Tier 2 locations	15	\$2,925.00
Total Bid for 9/14/2021:		<b>\$26,475.00</b>

Election Date: 11/2/2021	Locations	Price
Tier 1 locations	282	\$42,300.00
Tier 2 locations	23	\$4,485.00
Total Bid for 11/2/2021:		<b>\$46,785.00</b>

Total Amount of Elections Combined:	\$98,040.00
Add 10% Contingency:	\$9,804.00

<b>Grand Total Amount of Bid</b>	<b>\$107,844.00</b>
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Bid bond must not be less than:	\$10,784.40
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Minimum Special Election Charge:	\$1,500.00
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Vendor Name:	MIDFITZ Inc. DBA Berman Moving & Storage
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JOHN BALL  
Account - M&B. 7-18-21

Cuyahoga County Board of Elections Bid# 2021.03.22 - Delivery and Return of Voting Equipment



## **SUMMARY**

- Berman Moving and Storage has 55,000 square feet of storage space
- 8 Tractors / 16 trailers
- 10 Box trucks
- All required equipment and supplies
- 50+ employees

Berman Moving and Storage has had the contract for delivery and pick up of election supplies since 2010 with the exception of one year. Our Account Manager John Ball has worked with the Board of elections since 1993 and has managed the delivery account since 2007 with the exception of two years. Berman Moving and Storage is uniquely qualified and understand the CCBOE needs.



## REFERENCES

JTC Contracting	Ty Morris	216-408-5134
WLS	Brian Golembiewski	216-271-5100
CMSD	Rick Novak	216-551-6928
Relocation Specialists	Jim Pesarchick	440-781-3881
CCBOE		



**BID BOND**

Conforms with The American Institute of  
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, that we, Midfitz, Inc., dba Berman Moving & Storage

23800 Corbin Drive, Cleveland, OH 44128

\_\_\_\_\_ as Principal, hereinafter called the Principal, and the  
Merchants Bonding Company (Mutual), of  
P.O. Box 14498, Des Moines, IA 50306, a corporation duly organized under the laws of  
the State of Iowa, as Surety, hereinafter called the Surety, are held and firmly bound unto  
Cuyahoga County Board of Elections as Obligee, hereinafter called the Obligee, in the sum  
of 10% of the amount bid including alternates

Dollars (\$10% of the amount bid including alternates), for the payment of which sum well and truly to be made, the said Principal and the  
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_  
Delivery & Return of Voting Equipment for all Elections through 11/2/21

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the  
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract  
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor  
and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give  
bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount  
specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the  
Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of March, 2021.

Midfitz, Inc., dba Berman Moving & Storage (Seal)

By: \_\_\_\_\_ Principal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

Merchants Bonding Company (Mutual)

Surety

By: Logan Liptak  
\_\_\_\_\_  
Attorney-in-Fact

R. Scott Liptak

\_\_\_\_\_  
Witness



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Daniel A Fedeli; Daltamon Mosley; Kevin S Keller; Logan Liptak; Melanie Blankenburg; R Scott Liptak; Sharon Brickman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 18, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of February, 2020



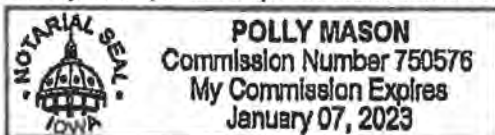
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 5th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*

Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22 day of March, 2021



*William Warner Jr.*

Secretary

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

## Ohio Department of Insurance

Mike DeWine - Governor

Jillian Froment - Director



### Certificate of Compliance

Issued 03/20/2020

Effective 04/02/2020

Expires 04/01/2021

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

#### MERCHANTS BONDING COMPANY (MUTUAL)

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

##### **Section 3929.01 (A)**

Fidelity

Other Liability

Surety

MERCHANTS BONDING COMPANY (MUTUAL) certified in its annual statement to this Department as of December 31, 2019 that it has admitted assets in the amount of \$265,319,464, liabilities in the amount of \$102,628,634, and surplus of at least \$162,690,830.

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

A handwritten signature in cursive script, reading "Jillian Froment".

Jillian Froment, Director





**MERCHANTS BONDING COMPANY (MUTUAL)**

**Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis**

	Dec. 31, 2020
<b>Admitted Assets</b>	
<b>Cash and Invested Assets</b>	
Bonds	\$ 171,268,593
Common Stocks	64,223,827
Real Estate	12,225,554
Cash and Short-Term Investments	14,992,009
Other Invested Assets	1,100,043
Total Cash and Invested Assets	263,810,026
Investment Income Due and Accrued	1,009,338
Premiums in the Course of Collection	12,599,467
Reinsurance Recoverable from Reinsurers	(20,072)
Current Federal Income Taxes Recoverable	468,976
Receivable from Affiliate	12,440,415
Other Assets	10,166,931
Total Admitted Assets	\$ 300,475,081
<b>Liabilities &amp; Surplus</b>	
<b>Liabilities</b>	
Losses	\$ 10,500,255
Reinsurance Payable on Paid Losses and LAE	71,712
Loss Adjustment Expenses	9,463,529
Commissions Payable	2,404,302
Other Expenses	5,982,692
Taxes, Licenses, and Fees	323,386
Net Deferred Tax Liability	50,565
Unearned Premiums	55,580,555
Dividends Declared to Policyholders	4,916,377
Reinsurance Payable to Reinsurers	3,282,812
Amounts Withheld for Others	11,794,766
Total Liabilities	104,370,951
<b>Surplus</b>	196,104,130
Total Liabilities and Policyholders' Surplus	\$ 300,475,081

I, Don Blum, Chief Financial Officer and Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2020, to the best of my knowledge and belief.

  
Don Blum, CFO & Treasurer

March 2, 2021  
Date

street  
6700 Westown Parkway  
West Des Moines, IA 50266-7754

mailing  
P.O. Box 14490  
Des Moines, IA 50306-3498

toll free 800.678.8171  
local 515.243.8171  
fax 515.243.3854

email [info@merchantsbonding.com](mailto:info@merchantsbonding.com)  
website [merchantsbonding.com](http://merchantsbonding.com)





# CUYAHOGA COUNTY BOARD OF ELECTIONS

Jeff Hastings  
Chairman

Inajo Davis Chappell  
Member

Lisa M. Stickan  
Member

David J. Wondolowski  
Member

Anthony W. Perlatti  
Director

Anthony N. Kaloger  
Deputy Director

## Memorandum

**To:** Board Members

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

**From:** Kendra Zusy, Fiscal Services Manager *KZ*

**Date:** May 3, 2021

**Re:** Sole Source Purchase Award Recommendation for Runbeck Election Services

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### Recommendation

A sole-source purchase award is recommended to Runbeck Election Services to purchase the following equipment:

- Five (5) Agilis Inbound Mail Sorting Stackers (20 pockets) at \$25,000 each plus \$6,500 freight

### Background and Purpose

In November 2019, the Board approved the purchase of Agilis Inbound Mail Ballot Processor Equipment and associated software for \$276,350. This system automates the processing, verifying and sorting of Vote-by-Mail ballots. The system has the ability to scan up to 18,000 Vote-by-Mail ID envelopes per hour. The initial piece of equipment included three (3) Sorting Stackers. Subsequently, in 2020, the Board approved the purchase of two (2) additional Sorting Stackers for a total of five (5). Each Stacker contains four (4) pockets for sorting mail. Currently, with the five Stackers, the system has 20 pockets. By purchasing an additional five (5) Sorting Stackers, it would expand the pocket count to 40.

### Fiscal Impact

This purchase will be utilizing remaining Center for Tech and Civic Life (CTCL) grant dollars in the amount not-to-exceed **\$131,500.00**. There will be \$0.00 zero General Fund, operating budget impact.

### Justification

The Agilis Inbound Mail Sorting system allows staff to complete tasks in less time and with fewer temporary staff. This reduces the need for hand sorting, thus mitigating human error and expedites the sorting process. The Agilis system assists the department in quickly creating viewable ID envelope files that can be viewed by staff securely from anywhere in the agency (first pass). Ballots needed further review are run through a second (audit) pass where ballots are sorted down to a designated level, typically municipality or Ward. By having 40 pockets total, it increases the volume of Vote-by-Mail ballots that can be processed in a day and reduces the time needed to complete the overall sorting process, thus saving time and improving accuracy.

**Procurement Exemption Form**  
**Cuyahoga County Board of Elections**

---

**Instructions:** This form must be approved by the Director for any purchase equal to or greater than \$5,000.00 that will not be competitively bid (except for any items deemed "permanently exempt" per the CCBOE's Procurement Policy 04.07.20).

**Requestor:** Kendra Zusy

**Date:** 4/20/2021

**Vendor:** Runbeck Election Services

**Amount:** \$131,500.00

**Item / Service:** For the purchase supplemental equipment--Additional 5 Agilis Inbound Mail Sorting Stackers (20 pockets) @ \$25,000 each plus \$6,500 freight

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

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

The Cuyahoga County Board of Elections (CCBOE) purchased the Agilis Inbound Mail Sorting Equipment and software in 2019. As a "contracting authority" per ORC Section 307.92, the CCBOE may award contracts without competitive bidding via sole-source contracts in accordance with ORC Section 307.86(B)(1)...*"The purchase consists of supplies or replacement or supplemental part or parts for a product or equipment owned or leased by the county, and the only source of supply for the supplies, part, or parts is limited to a single supplier."*



Signature of Director

05-03-2021

Date Signed





## AGILIS MAIL BALLOT SORTER

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The Agilis is an innovative mail ballot sorting solution that makes inbound ballot processing, quick, easy and affordable and empowers elections officials to manage election mail processing right in your facility. The Agilis was designed to fit where space is very limited, with a small base footprint (less than 20 ft. long x 7ft. wide in base configuration) and can simply be rolled on its heavy-duty wheels through any standard size doorway and plugged into a standard 110v outlet. Its slim design has the capabilities to process up to 18,000 mail ballots per hour (real use volume will vary between 10,000-18,000 mail ballots per hour). Modular in design, the Agilis is highly-configurable with full reporting and audit capabilities.

### **Agilis Additional Stacker Quote – Cuyahoga Co, OH**

#### **Agilis Inbound Mail Sorting Stackers:**

- 5 Stackers (20 pockets) @ \$25,000 each

#### **Total Price:**

- \$125,000 + \$6,500 freight = \$131,500
- 

#### **Delivery, Install and On-Site Training:**

- Installation – Included
- On-Site Training – Included
- Shipping – the amount quoted is estimated on the high side, since we will not know the exact charge until the truck is loaded.
- If applicable, taxes are the responsibility of the county.

Thank you for the opportunity to provide you with this quote. If you have any questions, please contact me directly. Your business is very much appreciated!

Best Regards,

Tony Barnfield  
Director of Sales, Southeast  
404.217.0382





April 14, 2021

To: Cuyahoga County, OH – Board of Elections

From: Runbeck Election Services, Inc.

Subject: Sole Source Placement and Servicing of the Agilis® In-Bound Mail Sorting Equipment

Runbeck Election Services, Inc. (Runbeck) specializes in providing secure, accurate, cost effective ballot envelope sorting solutions for state and county elections. Our focus on these areas enables Runbeck to develop and deliver highly effective products and services specifically tailored to each of our customers while providing the level of customer support required to successfully implement and maintain each unit. Runbeck provides the following unique services:

- Runbeck is the sole provider of Agilis® software designed by Runbeck engineers and software developers to serve the Election Community.
- Runbeck possesses knowledge that is unique to Ohio regarding the set up and integration with DIMS and the configuration needed in each specific election for the Agilis® to perform its intended function.
- Runbeck is the sole provider for scheduled software version updates for the Agilis®.
- Runbeck continues to develop hardware and software, to include stackers specifically to enhance the usefulness of the Agilis® for Cuyahoga County and the State of Ohio.

Please feel free to contact Tony Barnfield with any inquires:

*Jeff Ellington*

**Jeff Ellington**  
President and CEO  
Runbeck Election Services, Inc.  
Phone Number: 602-230-0510  
E-mail: jellington@runbeck.net

State of Arizona

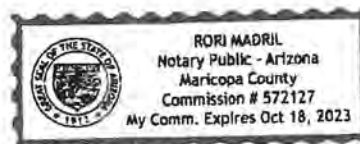
County of Maricopa

Subscribed and sworn (or affirmed) before me this 14 day of April, 2021, by  
Jeff Ellington (name of signer).

*Rori Madril*

Notary Public Signature

My Commission Expires: 10/18/2023



(Seal)

**Voucher Summary**

**Board Approval Date May 3, 2021**

					<b>\$80,000.00</b>
					<b>Amount</b>
	<b>Vendor</b>	<b>Department</b>	<b>Description</b>		
1	900	Tenex Software Solutions	Fiscal Services	10X University - Annual Maintenance and License fee for the period of January 1, 2021 through December 31, 2021.	\$30,000.00
2	901	Tenex Software Solutions	Fiscal Services	Election Force - Annual Maintenance and License fee for the period of January 1, 2021 through December 31, 2021.	\$50,000.00