

**Jeff Hastings, Chairman**

**Anthony W. Perlatti, Director**

**Inajo Davis Chappell, Board Member**

**Lisa M. Stickan, Board Member**

**David J. Wondolowski, Board Member**

**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**

**March 12, 2021**

**9:30 A.M.**

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**THE PLEDGE OF ALLEGIANCE**

**BALLOT**

1. Approval of the Ballot Proofing Procedure as required in Secretary of State Directive 2021-04
2. Certification of the official results of the February 23, 2021, Woodmere Recall Election.
  - Authorization to approve the remake of the optical scan ballots for the February 23, 2021 Woodmere Recall Election.
  - Authorization to approve absentee ballots from the February 23, 2021, Woodmere Recall Election
  - Authorization to approve provisional ballots from the February 23, 2021, Woodmere Recall Election
  - Acknowledgement of the pre & post test results of the vote tabulation system from the February 23, 2021, Woodmere Recall Election
3. Acknowledgement of the date, time, and place of the post-election audit for the February 23, 2021 Recall Election and random selection of contest to be included in the audit.

**CANDIDATE AND PETITION SERVICES**

4. Certification of Candidates to the May 4, 2021 Primary Election
5. Certification of Candidates for the November 2, 2021 General Election  
in lieu of the May 4, 2021 Primary Election

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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.

### **FISCAL SERVICES**

6. Approval to send the Voter Information Guide to all active voters for the May 4, 2021 Primary Election
7. Approval to Award a Sole Source Contract with Tenex Software Solutions to provide Election Force Online Poll Worker Management Solution in the amount not-to-exceed \$250,000.00 (\$50,000 annually) for the period beginning January 1, 2021 through December 31, 2025.
8. Approval to Award a Sole Source Contract with Tenex Software Solutions to provide 10X University Online Poll Worker Training Solution in the amount not-to-exceed \$150,000.00 (\$30,000 annually) for the period beginning January 1, 2021 through December 31, 2025.
9. Approval to Award a Contract with CLERAC, LLC. dba Enterprise Rent-A-Car to provide Van Rentals in the amount not-to-exceed \$198,396.00 for the period beginning April 1, 2021 through May 5, 2023.

### **HUMAN RESOURCES**

10. Approval of Personnel Agenda

### **NEW BUSINESS**

- March 16, 2021 Special Election Update
- Polling Location Update
- CCBOE Voter Registration Maintenance Update

### **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.

# VOTE CUYAHOGA COUNTY BOARD OF ELECTIONS

## 2021 Board Meeting Schedule

### March 2021

**Friday, March 5<sup>th</sup> @ 9:30AM**

Reorganization of the CCBOE

Provisional Verification of the Woodmere Recall Election

**Friday, March 12<sup>th</sup> @ 9:30AM**

Certification of Remaining Candidates and Charter Issues  
for the May 4<sup>th</sup> Primary Election

Certification of the Woodmere Recall Election

**Tuesday, March 16<sup>th</sup>**

Mayfield Village Election

**Tuesday, March 30<sup>th</sup> @ 2:00PM**

Provisional Verification of the Mayfield Village Election

Certification of Woodmere Recount/Audit (if no recount)

### April 2021

**Tuesday, April 6<sup>th</sup> @ 2:00PM**

Certification of the Mayfield Village Election

### 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

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

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

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 21<sup>st</sup> @ 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 (if needed)

## 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 (if needed)

**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)



# CUYAHOGA COUNTY BOARD OF ELECTIONS

## Agenda Item Request

Requested By: Brian Cleary

Department: Ballot

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

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

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

Requested for the 03/12/2021 Board Meeting Agenda.  
Date

### Specific description of request:

Approval of the Ballot Proofing Procedure as required in the updated Election Official's Manual from the Secretary of State.

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

Budgeted Item: Yes ☐ No ☒

Requestor Signature: [Signature]

Date: 3/8/21

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

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

Fiscal Officer Signature: \_\_\_\_\_

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

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

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

Director Approved: Yes ☐ No ☐

Director's Signature: \_\_\_\_\_

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

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

Forward to the Clerk of the Board: Date: 3/8/21

Received by the Clerk of the Board: Date: 3/8/21



# BALLOT PROOFING PROCEDURE POLICY

Ballot Preparation and Tabulation Department

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Ballot Proofing Procedure Policy

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## Article I. Overview

Ohio Election Official Manual (EOM) Chapter 4, Sections 1.01, 1.02, 1.03, and 1.04 provide guidance to the Board of Elections for the layout and thorough checking of every ballot upon creation and prior to submitting the ballot files to the printer to be produced. The Cuyahoga County Board of Elections Proofing Policy was written in accordance with all of the details outlined within EOM Section 1.04 and include additional parameters to ensure that a systematic review of the content of the ballot is completed for each election.

The following policy outlines the procedure that is followed which adheres to the EOM guidelines. The policy is divided into sections to include Election Management System (EMS) report proofing, ballot proofing, audio ballot proofing, and public sample viewing. The policy is adapted to fit the needs and requirements of each election based on the contests and candidates involved.

Pursuant to this policy and procedures, the Board will approve all ballots that have been proofed by the Ballot Department staff.

### Section 1.01 General Guidelines

The Cuyahoga County Board of Elections utilizes a digital proofing master document that has been verified for accuracy against original source material. When a proofing team is given a source document and document to be proofed, the Ballot Department uses best proofing practices. During this process, one member of the team reads aloud from the source document while the other team member follows along with the document to be proofed. This ensures that both documents match. When proofing candidate names, employees speak the candidate's name and then spell it aloud, letter by letter. When proofing candidate headings and ballot language, employees speak any numbers or dates one numeral at a time (e.g., "\$1,000" would be read as "dollar-sign one comma zero zero zero") and speak all punctuation or other symbols (e.g., "period of time, commencing" would be read as "period of time comma commencing"). Employees also proof the candidate contests and ballot questions and issues for each precinct split against a master district list of precincts to ensure that each voter is receiving all of the correct combination of offices and districts based on the voter's residential address.

The Cuyahoga County Board of Elections is required to have Spanish translations of all text on the ballot appear following the English text. Proofing of Spanish text is done aloud, letter by letter, and employees speak any letters that include an accent mark (e.g., "Elección" would be read as "capital E lower case L E C C I O with accent mark N").

### Section 1.02 Training

Prior to beginning the proofing process, all employees are trained to use the proper procedure by Ballot Department Supervisors. Supervisors review the entire proofing policy with employees using example ballot proofs and proofing forms. At the completion of training, all employees complete and sign Training Acknowledgement Forms to certify they have received and understand the procedure and have

been trained on it. For each corresponding report that must be proofed, the same training procedure is followed. A single master Training Acknowledgment Form is used to track each individual employee's training and completion of the various reports and ballots that are generated.

An example of the training acknowledgement form can be found in Appendix Section 6.04 page 44.

### Section 1.03 Error Tracking and Correction

As part of the effort to ensure accuracy of proofing, any time a document is created, updated, or changed it must undergo two complete proofing rounds with no documented errors. An error includes any inaccuracies or discrepancies from the original source material. These errors are clearly documented and marked on the ballot proof and proofing form by the employees, and upon receipt the notations are visually and verbally reviewed by the supervisors.

If a change is necessary, it is entered into the proofing log at the EMS workstation. A bipartisan team of employees then confirms the error with the supervisors and corrects the error in the EMS. Once all errors in a given proofing round have been confirmed and corrected, a new ballot proof is created, and a new ballot proofing round begins. This process is completed until the policy-mandated two rounds of proofing are completed with no documented errors.

### Section 1.04 Labeling and Retention

Each proofing round is color coded and labeled to avoid confusion between previous and future rounds. As ballot proofs are completed, they are entered into a database that tracks the round, ballot type, and employee that performed the proofing. Employees are assigned a unique number to identify them within the proofing tracking database. Supervisors use the tracking to ensure ballot proofs are not reviewed by the same employees in consecutive rounds. Upon completion of a proofing round, all documents including proofing forms and ballot proofs for that round are retained and stored. Each round is stored on its own and no rounds are combined in storage, ensuring their availability for review if necessary.



## Article II. Election Management System Report Proofing

### Section 2.01 General Proofing Procedure

Prior to ballot creation, the content that will appear on the ballot must be proofed for accuracy. Within the EMS, Electionware, election data is imported to build the election. This data includes items such as precincts, districts, contests, candidates, and polling locations. Various reports and tables are generated from the EMS that display all of the items that will appear on the ballot. Within the EMS generated report proofing, there are basic components that apply to every item that is reviewed. Every report must be proofed by a bipartisan team using the designated approved source document provided by the supervisor. One member of the team reads from the source document while the other member of the team confirms the information on the report matches the source. If a change is required, the proofing process is restarted and continues until there are two consecutive rounds completed with no errors documented. Proofing includes, but is not limited to, spelling, punctuation, missing or extra information and incorrect numbers. At the conclusion of proofing, each team will print and sign their names on the proofing form and return it to the supervisor.

### Section 2.02 Report Types

There are seven different reports that are reviewed during this section of the proofing process. An example of all related checklists for each report can be found in Appendix Section 6.01 pages 15-21 as noted.

- ❖ Candidates List v. PDF Source *(Page 6)*
- ❖ Precincts by District v. Precinct District Verification Report *(Page 7)*
- ❖ Contest/Candidates Table v. PDF *(Page 8)*
- ❖ Poll Place Detail Report v. Precinct/Polls List *(Page 9)*
- ❖ DS200 Report v. Proofing PDF *(Page 10)*
- ❖ DS850 Report v. Proofing PDF *(Page 10)*
- ❖ Election Report Manager Reports v. Proofing PDF *(Page 10)*



(a) Candidates List v. PDF Source<sup>1</sup>

All candidate petitions in the PDF source used for proofing must be reviewed for accuracy. A list containing all contest titles, candidate names, and parties is provided by the Candidate and Petition Services Department (CPS) and used as the source document. The PDF is reviewed to ensure all candidate petitions appear in the correct order and no petitions are missing. Once this has been confirmed, the PDF source document can be used to proof the remaining reports and ballots for candidate and contest accuracy.

Cuyahoga County Board of Elections  
MARCH 17, 2020 PRIMARY ELECTION  
Candidate List

Junta Electoral del Condado de Cuyahoga  
ELECCIONES PRIMARIAS DEL 3/17/2020  
Lista de Candidatos

County Wide District For Delegates-at-Large and Alternates-at-Large to the National Convention		0 Year Term Período de 0 Años Vote for Not More Than 1 Vote por No Más De 1		Distrito A Nivel De Condado Para Delegados en General y Suplentes en General para la Convención Nacional	
Candidate Name   Nombre del Candidato	Party   Partido	Filed   Presentada	Valid   Válido		
Michael Bennet	Democratic   Demócrata	1/7/2020	Yes   Sí		
Joseph R. Biden Jr	Democratic   Demócrata	1/7/2020	Yes   Sí		
Michael R. Bloomberg	Democratic   Demócrata	1/7/2020	Yes   Sí		
Cory Booker	Democratic   Demócrata	1/7/2020	Yes   Sí		
Pete Buttigieg	Democratic   Demócrata	1/7/2020	Yes   Sí		
Tulsi Gabbard	Democratic   Demócrata	1/7/2020	Yes   Sí		
Amy Klobuchar	Democratic   Demócrata	1/7/2020	Yes   Sí		

<sup>1</sup> See Appendix Section 6.01(a) page 15

## Cuyahoga County Board of Elections

### Ballot Proofing Procedure Policy

#### (b) Precincts by District v. Precinct District Verification Report<sup>2</sup>

All precincts imported into Electionware for the election must be proofed for accuracy. A report is generated from Electionware showing all precincts as well as every district in the election with the respective precincts assigned to them. Each district is reviewed using the Precinct District Verification Report as the source to ensure each precinct has been properly assigned to the correct district.

#### Precincts by District

March 17, 2020 Primary Election  
March 17, 2020

Cuyahoga County, Ohio

Precinct ID	Precinct Name	Total Precincts: 16
<b>ORANGE CSD -TAX ID # 1823 (SCHOOL CSD)</b>		
0032 - 02	BEDFORD HEIGHTS -01-A ORNG CSD	
0035 - 02	BEDFORD HEIGHTS -02-A ORNG CSD	
0576	HUNTING VALLEY -00-A	
0675	MORELAND HILLS -00-A	
0676	MORELAND HILLS -00-B	
0745 - 01	ORANGE -00-A ORNG CSD	
0746	ORANGE -00-B	
0747	ORANGE -00-C	
0811	PEPPER PIKE -00-A	
0812	PEPPER PIKE -00-B	
0813 - 01	PEPPER PIKE -00-C ORNG CSD	
0814	PEPPER PIKE -00-D	
0815	PEPPER PIKE -00-E	
0879 - 02	OLON -05-A ORNG CSD	
0955 - 02	WARRENSVILLE HTS -07-B ORNG CSD	
0980	WOODMERE -00-A	
Total Reporting Precincts: 16		
<b>PARMA CSD -TAX ID # 1824 (SCHOOL CSD)</b>		Total Precincts: 71
0748	PARMA -01-A	
0749	PARMA -01-B	
0750	PARMA -01-C	
0751	PARMA -01-D	
0752	PARMA -01-E	
0753	PARMA -01-F	
0754	PARMA -02-A	
0755	PARMA -02-B	
0756	PARMA -02-C	
0757	PARMA -02-D	
0758	PARMA -02-E	
0759	PARMA -03-A	
0760	PARMA -03-B	
0761	PARMA -03-C	
0762	PARMA -03-D	
0763	PARMA -03-E	
0764	PARMA -03-F	
0765	PARMA -04-A	
0766	PARMA -04-B	
0767	PARMA -04-C	

<sup>2</sup> See Appendix Section 6.01(b) page 16

## Cuyahoga County Board of Elections

### Ballot Proofing Procedure Policy

#### (c) Contest/Candidates Table v. PDF<sup>3</sup>

All offices and candidates imported into Electionware for the election must be proofed for accuracy. A report is generated from Electionware showing the candidates who have filed for the election along with their respective offices and parties. Another report listing only the contests to be included in the election is also generated. The items that must be proofed include but are not limited to candidate's names, contest title, district where the race should appear, and party affiliation, if applicable.

Candidate Order	Last Name	First Name	Full Name	Party	Contest Title	Contest Order	Contest Long Name	Vote For	Candidate Type	Candidate Short Name	Candidate Long Name	Rolable	Additional Text 1
1	Bennet	Michael	Michael Bennet	Democratic	PRES DEL AND ALT AT LARGE	2	PRES DEL AND ALT AT LARGE	1	Standard	Michael Bennet	Michael Bennet	true	Democratic
2	Biden Jr	Joseph R.	Joseph R. Biden Jr	Democratic	PRES DEL AND ALT AT LARGE	2	PRES DEL AND ALT AT LARGE	1	Standard	Joseph R. Biden Jr	Joseph R. Biden Jr	true	Democratic
3	Bloomberg	Michael R.	Michael R. Bloomberg	Democratic	PRES DEL AND ALT AT LARGE	2	PRES DEL AND ALT AT LARGE	1	Standard	Michael R. Bloomberg	Michael R. Bloomberg	true	Democratic
4	Booker	Cory	Cory Booker	Democratic	PRES DEL AND ALT AT LARGE	2	PRES DEL AND ALT AT LARGE	1	Standard	Cory Booker	Cory Booker	true	Democratic
5	Buttigieg	Pete	Pete Buttigieg	Democratic	PRES DEL AND ALT AT LARGE	2	PRES DEL AND ALT AT LARGE	1	Standard	Pete Buttigieg	Pete Buttigieg	true	Democratic
6	Gabbard	Tulsi	Tulsi Gabbard	Democratic	PRES DEL AND ALT AT LARGE	2	PRES DEL AND ALT AT LARGE	1	Standard	Tulsi Gabbard	Tulsi Gabbard	true	Democratic
7	Klobuchar	Amy	Amy Klobuchar	Democratic	PRES DEL AND ALT AT LARGE	2	PRES DEL AND ALT AT LARGE	1	Standard	Amy Klobuchar	Amy Klobuchar	true	Democratic
8	Patrick	Deval	Deval Patrick	Democratic	PRES DEL AND ALT AT LARGE	2	PRES DEL AND ALT AT LARGE	1	Standard	Deval Patrick	Deval Patrick	true	Democratic
9	Sanders	Bernie	Bernie Sanders	Democratic	PRES DEL AND ALT AT LARGE	2	PRES DEL AND ALT AT LARGE	1	Standard	Bernie Sanders	Bernie Sanders	true	Democratic
10	Steyer	Tom	Tom Steyer	Democratic	PRES DEL AND ALT AT LARGE	2	PRES DEL AND ALT AT LARGE	1	Standard	Tom Steyer	Tom Steyer	true	Democratic
11	Warren	Elizabeth	Elizabeth Warren	Democratic	PRES DEL AND ALT AT LARGE	2	PRES DEL AND ALT AT LARGE	1	Standard	Elizabeth Warren	Elizabeth Warren	true	Democratic
1	Trump	Donald J.	Donald J. Trump	Republican	PRES DEL AND ALT AT LARGE	3	PRES DEL AND ALT AT LARGE	1	Standard	Donald J. Trump	Donald J. Trump	true	Republican
1	Trump	Donald J.	Donald J. Trump	Republican	PRES DEL DIST 9	4	PRES DEL DIST 9	1	Standard	Donald J. Trump	Donald J. Trump	true	Republican
1	Trump	Donald J.	Donald J. Trump	Republican	PRES DEL DIST 11	5	PRES DEL DIST 11	1	Standard	Donald J. Trump	Donald J. Trump	true	Republican
1	Trump	Donald J.	Donald J. Trump	Republican	PRES DEL DIST 14	6	PRES DEL DIST 14	1	Standard	Donald J. Trump	Donald J. Trump	true	Republican
1	Trump	Donald J.	Donald J. Trump	Republican	PRES DEL DIST 16	7	PRES DEL DIST 16	1	Standard	Donald J. Trump	Donald J. Trump	true	Republican
1	Kaptur	Marcy	Marcy Kaptur	Democratic	UNITED STATES REP 9TH DISTRICT	8	UNITED STATES REP 9TH DISTRICT	1	Standard	Marcy Kaptur	Marcy Kaptur	true	Democratic
2	Rosewicz	Peter	Peter Rosewicz	Democratic	UNITED STATES REP 9TH DISTRICT	8	UNITED STATES REP 9TH DISTRICT	1	Standard	Peter Rosewicz	Peter Rosewicz	true	Democratic
1	Barrett	Charles W.	Charles W. Barrett	Republican	UNITED STATES REP 9TH DISTRICT	9	UNITED STATES REP 9TH DISTRICT	1	Standard	Charles W. Barrett	Charles W. Barrett	true	Republican
2	Connors	Tim	Tim Connors	Republican	UNITED STATES REP 9TH DISTRICT	9	UNITED STATES REP 9TH DISTRICT	1	Standard	Tim Connors	Tim Connors	true	Republican
3	Corrigan	Timothy P.	Timothy P. Corrigan	Republican	UNITED STATES REP 9TH DISTRICT	9	UNITED STATES REP 9TH DISTRICT	1	Standard	Timothy P. Corrigan	Timothy P. Corrigan	true	Republican
4	Weber	Rob	Rob Weber	Republican	UNITED STATES REP 9TH DISTRICT	9	UNITED STATES REP 9TH DISTRICT	1	Standard	Rob Weber	Rob Weber	true	Republican
1	Bell	James Jerome	James Jerome Bell	Democratic	UNITED STATES REP 11TH DISTRICT	10	UNITED STATES REP 11TH DISTRICT	1	Standard	James Jerome Bell	James Jerome Bell	true	Democratic
2	Fudge	Marcia L.	Marcia L. Fudge	Democratic	UNITED STATES REP 11TH DISTRICT	10	UNITED STATES REP 11TH DISTRICT	1	Standard	Marcia L. Fudge	Marcia L. Fudge	true	Democratic
3	Hood	Michael	Michael Hood	Democratic	UNITED STATES REP 11TH DISTRICT	10	UNITED STATES REP 11TH DISTRICT	1	Standard	Michael Hood	Michael Hood	true	Democratic
4	Shabazz	Tariq K.	Tariq K. Shabazz	Democratic	UNITED STATES REP 11TH DISTRICT	10	UNITED STATES REP 11TH DISTRICT	1	Standard	Tariq K. Shabazz	Tariq K. Shabazz	true	Democratic

<sup>3</sup> See Appendix Section 6.01(c) page 17

## Ballot Proofing Procedure Policy

### (d) Poll Place Detail Report v. Precinct/Polls List<sup>4</sup>

All Polling Places included in the election must be proofed to ensure the polling location's name is accurate and all precincts are assigned to the correct polling location. There are four types of polling places created in Electionware. (1) Location based polling places are generated based on the number of DS200 location scanners allocated to each polling location. (2) A location is created for each polling location for the purposes of backup DS200 memory sticks. (3) A location containing all precincts in the election is created for the Early In-Person voting machines. (4) There is an additional DS200 all precinct location created for ballot sample testing purposes. The Precincts and Polls spreadsheet provided by the Election Support department is used as the source document to ensure that all precincts are assigned to the correct polling location and the Polling Location name is accurate. As a result of character limitations within the EMS, abbreviations are used for location names.

Poll Place Detail			
March 17, 2020 Primary Election			
March 17, 2020			Cuyahoga County, Ohio
Poll Place ID	Poll Place Name	Precinct Name	
Election day Poll Places			Total: 1324
2000	ABINGTON ARMS APT 1/3	CLEVELAND -08-D CLEVELAND -08-O CLEVELAND -06-U	
2001	ABINGTON ARMS APT 2/3	CLEVELAND -06-D CLEVELAND -06-O CLEVELAND -06-U	
2002	ABINGTON ARMS APT 3/3	CLEVELAND -06-D CLEVELAND -06-O CLEVELAND -06-U	
2003	AB LIN E SC 1/5	MAPLE HEIGHTS -01-A MAPLE HEIGHTS -01-B MAPLE HEIGHTS -02-A MAPLE HEIGHTS -02-B MAPLE HEIGHTS -03-A	
2004	AB LIN E SC 2/5	MAPLE HEIGHTS -01-A MAPLE HEIGHTS -01-B MAPLE HEIGHTS -02-A MAPLE HEIGHTS -02-B MAPLE HEIGHTS -03-A	
2005	AB LIN E SC 3/5	MAPLE HEIGHTS -01-A MAPLE HEIGHTS -01-B MAPLE HEIGHTS -02-A MAPLE HEIGHTS -02-B MAPLE HEIGHTS -03-A	
2006	AB LIN E SC 4/5	MAPLE HEIGHTS -01-A MAPLE HEIGHTS -01-B MAPLE HEIGHTS -02-A MAPLE HEIGHTS -02-B MAPLE HEIGHTS -03-A	
2007	AB LIN E SC 5/5	MAPLE HEIGHTS -01-A MAPLE HEIGHTS -01-B MAPLE HEIGHTS -02-A MAPLE HEIGHTS -02-B MAPLE HEIGHTS -03-A	
2008	ADDISON SQUARE APT 1/2	CLEVELAND -07-Q	
2009	AD STEV PRE K-8 SC 1/5	CLEVELAND -01-L CLEVELAND -01-M CLEVELAND -01-N	

<sup>4</sup> See Appendix Section 6.01(d) page 18

(e) DS200 Report v. Proofing PDF<sup>5</sup>

All DS200 Results Reports for each election must be proofed for accuracy. The race titles, “vote for” phrase, assigned precinct totals, candidate names and parties, issue numbers and districts, summaries, and responses must be proofed. The PDF source that was utilized for ballot proofing serves as the source document as it contains all necessary candidate petitions and issue source documents. The reports are printed from a DS200 all precinct location memory stick containing all relevant data for the election.

(f) DS850 Report v. Proofing PDF<sup>6</sup>

All DS850 Results Reports for each election must be proofed for accuracy. The race titles, “vote for” phrase, assigned precinct totals, candidate names and parties, issue numbers and districts and/or summaries, and responses must be proofed. The PDF source that was utilized for ballot proofing serves as the source document as it contains all necessary candidate petitions and issue source documents. The reports are printed from a DS850 containing all relevant data for the election.

(g) Election Report Manager Reports v. Proofing PDF<sup>7</sup>

All Election Report Manager (ERM) Results Reports must be proofed for accuracy. The race titles, “vote for” phrase, candidate names and parties (if applicable), issue numbers and districts and/or summaries, and responses must be proofed. The PDF source that was utilized for ballot proofing serves as the source document as it contains all necessary candidate petitions and issue source documents.

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<sup>5</sup> See Appendix Section 6.01(e) page 19

<sup>6</sup> See Appendix Section 6.01(f) page 20

<sup>7</sup> See Appendix Section 6.01(g) page 21



## Ballot Proofing Procedure Policy

### Article III. Ballot Proofing

#### Section 3.01 General Proofing Procedure

All Ballot PDFs must be proofed for accuracy and compliance with the Secretary of State Ballot Directive. The ballot headers, section headers, instructions, office names, vote for phrases, candidate names, party affiliation (if applicable), candidate rotations, issue ballot language, issue responses, precincts, stubs, ballot shell, and many other items must be proofed. The formatting of the ballot is proofed along with the content. All Spanish translations must also be proofed. A detailed checklist is provided to ensure all items are proofed. This checklist is updated prior to all elections to be in accordance with the most current SOS Directives and Advisories. This checklist also details the proper source document for all items.

Ballot proofing is broken into three stages, Style Round, Precinct Round, and Format Round. During the Style and Precinct Rounds, Vote-By-Mail ballots are created to be reviewed. The Style Round of proofing contains every unique ballot style included in the election. A unique ballot style is a collection of precincts in which the same contests and issues appear. Once these ballots have completed two rounds of proofing without errors, the Precinct Round is generated. The Precinct Round contains a ballot for every precinct that is included in the election. This round is also proofed until two rounds without errors are completed. The final proofing stage is the Format Round. The Format Round includes every precinct in the election and acts as a final review to ensure all items on the ballot appear correct and without obvious errors. This round is used to proof the Election Day and Early In-Person ballots, which are generated using the layout from the approved and error-free Vote-By-Mail ballots.

Bipartisan proofing teams are provided a digital PDF source containing all pertinent source documents. The source contains everything that is needed to proof the ballot, such as candidate petitions, write-in affidavits, a source ballot shell, instructions to the voter, Spanish translations, SOS Directives and Advisories, district precinct reports, and bilingual issue sources. The proofing source PDF is itself proofed prior to dissemination against the original documents provided to the department.

All documents will be proofed twice by different bipartisan teams. A supervisor will provide each bipartisan team a packet to be proofed containing all relevant ballot pages for that round and a checklist to follow citing all items to be reviewed. When a proofing team is given a source document and ballots to be proofed, the Ballot Department uses best proofing practices. During this process, one member of the team reads aloud from the source document while the other team member follows along with the ballot to be proofed. This ensures that both documents match. Issue ballot language (along with its formatting) must be proofed every time it appears in a new packet. Local Options must be proofed on each ballot. When proofing Spanish, the team member reading must read each word letter for letter and include all accent marks or other unique punctuation. Proofing includes, but is not limited to, spelling, punctuation, missing or extra information and incorrect numbers. At the conclusion of the

packet, each team will print and sign their names on the Document Proofing Form in the spaces provided.

After the entire packet has been proofed by the first-round team, the team will return the proofing documents to the supervisor. If there are any inconsistencies, the team will mark any errors on the report to be proofed and on the Document Proofing Form in the box provided. If any errors or discrepancies are discovered in the first round of proofing, the second round of proofing is to take place immediately at the conclusion of the round to determine if the second team finds the same error or any additional discrepancies. The supervisor will assign the second round of proofing to a different team. Any errors found must be corrected and two additional rounds of proofing for that packet will be required. The supervisor will do a final review of all the paperwork to document any errors and to ensure that all the work is complete and accurate. The packet must have two error free rounds of proofing completed to be considered proofed.

An example of each related checklists for each election type can be found in Appendix Section 6.02 pages 22-42.

### Section 3.02 Even-Year Primary Elections

During an even numbered year primary election, the Style Round of proofing is expanded with the addition of political party central committee contests. These contests create a new item to be added to the proofing checklist as central committee offices are precinct specific.

### Section 3.03 Odd-Year Primary & General Elections

During odd numbered year primary and general elections, municipal headers are added to contests on the ballot. Before the first municipal contest, a header indicating the municipality is inserted, creating an additional item to be added to each proofing checklist.

### Section 3.04 Recall and Run-Off Elections

A recall election can only be a question or issue ballot, resulting in the proofing checklist being modified. There are no items pertaining to candidates or candidate contests included on the recall election ballot proofing checklist.

A run-off election can only be a candidate ballot, resulting in the proofing checklist being modified. There are no items pertaining to questions or issues included on the run-off election ballot proofing checklist.

### Article IV. Audio Ballot Proofing

AutoMARK audio ballots are programmed using the Electionware EMS. These audio ballots must be proofed for accuracy. The English and Spanish ballot headers, contest headers, candidates, party affiliations, issues, and pronunciations of the aforementioned are reviewed. The ballots must appear on the AutoMARK exactly as they do on the paper ballots.

#### Section 4.01 General Proofing Procedure

There must be English and Spanish proofing teams. The English audio will be proofed first by English speaking staff. After the English is proofed and deemed correct, the Spanish will be proofed by Spanish speaking staff. The proofing teams will receive a complete set of test ballots, a complete set of sample ballots, and candidates' name pronunciation forms. The pronunciation source forms are sent to the Ballot Department electronically from CPS. The test ballots will be inserted into the AutoMARK. The sample ballots are the source for formatting and ballot text. The candidates' name pronunciation forms will be used to verify the phonetics of each candidate's name. The proofing team will insert each ballot into the AutoMARK and listen to the entire ballot while reading using the sources. As each portion is completed, it will be checked off by the team members.

If there are any inconsistencies, the staff member will mark any errors on the Document Proofing Form in the box provided. If any errors or discrepancies are found, a bipartisan team will correct any issues with the audio within the audio ballot section of the EMS. A second round of audio proofing will take place to ensure all changes were made and the audio matches the source documents. The supervisor will do a final review of all the paperwork to document any errors and to ensure that all the work is complete and accurate.

An example of the audio proofing checklists can be found in Appendix Section 6.03 page 43.



## Article V. Public View and Multi-County District Ballots

### Section 5.01 Public View Samples

Ohio EOM Chapter 4, Section 1.04 instructs the Board of Elections to notify certain individuals that the ballot proofs are available for inspection and correction. A sample ballot PDF file is created and, in accordance with the EOM, the Board of Elections provides an electronic sample ballot file to the chairperson of the local executive committee of each political party that is represented on the ballot by candidates. The Board of Elections also sends an electronic sample ballot file to a designated representative for each group supporting and/or opposing a question or issue appearing on the ballot.

Pursuant to the EOM, the Board of Elections also posts physical sample ballot proofs for at least 24 hours in a publicly accessible place in the board office and includes instructions for notifying the board of any needed or requested corrections.

In addition to the required notifications, Cuyahoga County provides each candidate that appears on the ballot with an electronic sample ballot file. Each candidate is given the opportunity to review their name as it appears on the ballot and submit any corrections if necessary. If a candidate is not able to receive an electronic copy, a physical sample ballot is mailed to them to review.

### Section 5.02 Secretary of State Absentee Ballots

The EOM also outlines the process of submitting a copy of all absentee ballots to the Secretary of State. Each board of elections must have absentee ballots printed and ready for use 46 days before the election for Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) voters, and the day after the close of registration for non-UOCAVA voters. The Cuyahoga County Board of Elections submits a copy of each absentee ballot style (including candidate contests and ballot questions and issues) to the Secretary of State's office no less than 46 days before the election.

### Section 5.03 Multi-County District Ballot Proofs

Ohio EOM Chapter 4, Section 1.05 outlines the procedure for notifying counties with which districts overlap. For a multi-county district election, the board of the most populous county must review all other ballot proofs submitted by the boards of less populous counties in that district.

No later than the 60th day before the election, the board of a less populous county must send a proof of its ballot containing the overlapping candidate contest or ballot question or issue to the board of the most populous county in the district. When applicable, Cuyahoga County reviews the proofs submitted by the board of the less populous county using the approved Ballot Proofing Procedure Policy. No later than the 58th day before the election, Cuyahoga County confirms, in writing via email, to the board of each less populous county in the district whether the submitted proofs are acceptable or need to be revised. In districts in which Cuyahoga County is the less populous county, the Board sends a proof to the most populous county containing the necessary overlapping candidate contest or ballot question as required by the EOM.

**Steven W. Machoukas** (Vulnerability Services) **Procedures** (Current Procedures)2, **150.4** (State Registration Impact Report, 3/28/2019 9:56 AM)

DIMS CRYSTAL SOURCE with Electionware Report  
..... Election Report Proofing Source

**Start Time:**

Round: 1 ONE (WHITE)

End Time: \_\_\_\_\_

## (CAPTURE)

SOURCE: PRINCIPAL DISCUSSION REPORT (GIS) AND ACTIVE SPILL LIST (SITLITS=EMERG QTY (GIS) EXCEEDING LIMITS FOR QSO - MONITOR - 900005

COUNTYWIDE DISTRICT

(DISTRICT TYPE)

- ☐ Correct Header appears at the top of the report
    - ☐ Election Date / Election Type
    - ☐ Election Date
  - ☐ Correct precincts appear under respective districts (including active split portions)
    - ☐ Inactive splits are combined, i.e., they will not appear as a split precinct
  - ☐ All precincts appear in alphabetical order
  - ☐ All split portions are in numerical order
- Cuyahoga County, Ohio

**PROBLEMS:**

## LETTER

### PROBLEM

**CONTINUE ON BACK**

Dem Print Name	#
----------------	---

Rep Print Name #

Dem Signature

Rep Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

Steven W. Machoukas

**Michalopoulos**

6/17/2015 12:13:41 PM

Steven W. Machoukas

Archivistas  
 \\slu\audit\services\Procurement\Current Projects\12\_20 Projects by District Pulling.docx

07/2019 12:13:41 PM

**PROBLEMS:**

## LETTER

### PROBLEM

**CONTINUE ON BACK**

Dem Print Name	#
----------------	---

Rep Print Name #

Dem Signature

Rep Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

Steven W. Machoukas

lachoutkas

6/17/2015 12:13:41 PM

Steven W. Machoukas

Archoutas  
\\slu\audit\services\Procurement\Current Projects\12\_20 Projects by District Pulling.docx

07/2019 12:13:41 PM

## SOURCE = IMPORT REPORT (CPS)

- ☐ Contest Title is correct
  - ☐ Contest Type is correct
    - ☐ Standard for candidate races
    - ☐ Question for issues
  - ☐ Party is correct
  - ☐ District Type and District is correct
  - ☐ Contest Long Name matches the Contest Title with no duplication of information.
  - ☐ Vote for quantity is correct
  - ☐ Write-in quantity is correct
  - ☐ Rotation setting is correct
    - ☐ Standard Candidate Rotation >1 for candidate races
    - ☐ No Rotation for issues
  - ☐ Contest Short Name matches first 3 letters of Political Party + Contest Long Name
  - ☐ Number of candidates is correct
  - ☐ Additional text fields are correct (proper name of contest)
  - ☐ Thank you for voting? Appears and is formatted correctly.
- Please mark on document and flag page.

**LIST PROBLEMS ON BACK**

Dem Print Name \_\_\_\_\_

Rep Print Name

Dem Signature

Rep Signature

Date \_\_\_\_\_

Date

2/19/2014

Start Time:

**HOWLEK**

End Time:

2/19/2014

Start Time:

End Time

**MOULEK**

Contrast Table Vs. Candidates List / Issue List  
Election Report Proofing Source

Round	# [COLOR]	Start Time:	End Time:

[illegible]

## SOURCE = PRECINCTS AND POLLS (ES) - SORTED BY POLL &amp; PRECINCT / DS2000 ALLOCATION

☐ Correct Header appears at the top of the report

- ☐ **Correct Header** appears at the top of the report
    - ☐ Election Date /Election Type
    - ☐ Election Date
  - ☐ Polling Location Names appear in alphabetical order
  - ☐ Poll Place Names are spelled correctly
    - ☐ NOTE: There is a field limitation and abbreviations may be used, but they must be accurate
  - ☐ Poll Place Names are all unique
  - ☐ Precinct Names are assigned to correct Poll Place Name
    - ☐ If there are active split precinct portions, they must both be assigned to the Poll Place
  - ☐ The numbers at the end of the Poll Place Name are accurate (XX1)
    - ☐ X is the unique identifier for the Poll Place Name and they must be in numerical order
    - ☐ Y is the number of precincts assigned to the Polling Place Name
      - ☐ Splits are added together to count as 1 precinct
    - ☐ Refer to Consolidated Location Source for Correct (XX1) for the Larger Locations
  - ☐ All polling locations appear
  - ☐ ALL PRECINCTS SECTION
    - ☐ All precincts are assigned as Poll Place Name: ALL ED
      - ☐ If there are active split precinct portions, they must all be assigned to the Poll Place
  - ☐ ALL PRECINCTS SECTION
    - ☐ All precincts are assigned as Poll Place Name: ED All
      - ☐ If there are active split precinct portions, they must all be assigned to the Poll Place
  - ☐ EARLY IN PERSON VOTE-BY MAIL ALL PRECINCTS SECTION
    - ☐ All precincts are assigned as Poll Place Name: EDP All
      - ☐ If there are active split precinct portions, they must all be assigned to the Poll Place

Client Print Name	Client Print Name
Client Signature	Client Signature
Date	Date

SMACHOUKAS

\\Ballot Services Procedures\Current Procedures\2\_Proofing\Proofing Policy\Checklist280 Poll Place Detail - Poll Site Proofing  
1.docx

1. **1. docx**

### PROBLEMS:

**SEE BACK PAGE**

 AM polling locations appear

ALL PRECINCTS SECTION

- ☐ All precincts are assigned as Poll Place Name: ALL ED
- ☐ If there are active split precinct portions, they must all be assigned to the Poll Place
- ELECTION DAY ALL PRECINCTS SECTION**
- ☐ All precincts are assigned as Poll Place Name: ED ALL
- ☐ If there are active split precinct portions, they must all be assigned to the Poll Place
- EARLY IN PERSON VOTE BY MAIL ALL PRECINCTS SECTION**
- ☐ All precincts are assigned as Poll Place Name: EIP ALL
- ☐ If there are active split precinct portions, they must all be assigned to the Poll Place

Client Print Name	Client Print Name
Client Signature	Client Signature
Date	Date

SMACHOUKAS

\\Ballot Services Procedures\Current Procedures\2\_Proofing\Proofing Policy\Checklist280 Poll Place Detail - Poll Site Proofing  
1.docx

1. **1. docx**

**PROBLEMS:**

## LETTER

### PROBLEM

End Times:

**Sprint Times:**

18/2019 8:45am

SMACHOUKAS

\\w:\ballot Services\Procedures\Current Procedures\2\_Proofing\Proofing Policy\Checklist\2.80 Poll Place Detail Poll Sticks Proofing 1.docx

(e) DS200 Report v. Proofing PDF



PDF Source with DS200 Receipt Tape  
Election Report Proofing Source  
Round:      # [COLOR]

Start Time:             
End Time:           

DS200 Report Proofing Checklist

SOURCE – PDF PROOFING BINDER

- ☐ County correct: Cuyahoga County, Ohio
- ☐ Election date and type correct: November 3, 2020 General Election
- ☐ Election date line correct: November 3, 2020
- ☐ Race headers correct
  - ☐ Not truncated in an incorrect way
  - ☐ No duplicate information
  - ☐ Judicial races must include complete date
- ☐ Vote for number correct
- ☐ Correct candidate names appear and spelled correctly
  - ☐ Parties will divide the tape
- ☐ All candidates appear
- ☐ Issue numbers correct
- ☐ Issue title accurate
  - ☐ Not truncated in an incorrect way
  - ☐ No duplicate information
- ☐ All issue titles are unique
- ☐ Issue responses correct
- ☐ All issues appear
- ☐ Certification Section appear

PROBLEMS:

Dem Print Name

Rep Print Name

Dem Signature

Rep Signature

Date

Date

Steven W. Machoulkas

9/3/2020 12:13:43 PM

V:\Ballot Services\Procedures\General Procedures\2\_Proofing\Current\2\_130.1 DS200 Report Proofing Checklist.docx

Steven W. Machoulkas

9/3/2020 12:13:41 PM

V:\Ballot Services\Procedures\Current Procedures\2\_Proofing\Current\2\_130.1 DS200 Report Proofing Checklist.docx

(f) DS850 Report v. Proofing PDF

DS850 REPORT PROOFING CHECKLIST:

SOURCE = PROOFING BINDER PDF

- ☐ County Correct: Cuyahoga County, Ohio
- ☐ Election Date and Type Correct: November 3, 2020 General Election
- ☐ Election Date correct: 11/3/2020
- ☐ Candidate race titles correct without duplicate information
- ☐ Vote for phrase correct
- ☐ Correct candidate names appear and are correctly spelled.
- ☐ All candidates appear in alphabetical order
- ☐ Issue number correct
- ☐ Issue summary accurate
- ☐ Issue summary is unique without duplicate information.
- ☐ Issue responses correct
- ☐ All Issues appear

PROBLEMS:

Dem Print Name  
Rep Print Name

Dem Signature  
Rep Signature

Dem Date  
Rep Date

PROBLEMS:

LETTER

PROBLEM

## (g) Election Report Manager Reports v. Proofing PDF



PDF SOURCE with ERM {EL45 & EL45A} Report  
 Election Report Proofing Source  
 Round: # (COLOR)

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

## ERM Report (EL45 & EL45A) Proofing Checklist

### EL45A

#### STATISTICS & PARTY PAGES

- ☐ Election Date correct: February 23, 2021
- ☐ Recall Election
- ☐ Election Title Correct: Special Election
- ☐ County Title Correct: Cuyahoga County, OH
- ☐ Party Title correct (if applicable)
- ☐ PRECINCTS COUNTED (1 OF 1) correct
- ☐ Candidate race titles correct without duplicate information.
- ☐ (VOTE FOR) phrase and number to vote for correct.
- ☐ Correct candidate names appear and are spelled correctly
- ☐ All candidates appear
- ☐ Issue numbers correct
- ☐ Issue summaries accurate with no duplicate information
- ☐ All issue summaries are unique
- ☐ Issue responses correct
- ☐ All issues appear
- ☐ 6 categories appear: ED, VBM, EIP, , POST ED, POST ABS, PROV
- ☐ All results are 0

### EL45

- ☐ Election Date correct: February 23, 2021
- ☐ Election Title Correct: Recall Election
- ☐ County Title Correct: Cuyahoga County
- ☐ All contests appear (use EL45A as source)
- ☐ Party Title correct (if applicable)
- ☐ All results are 0

Dem Print Name \_\_\_\_\_

Rep Print Name \_\_\_\_\_

Dem Signature \_\_\_\_\_

Rep Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## Section 6.02 Ballot Proofing Checklists

## (a) Even-Year Primary

## (i) Style Round



Ballot Proofing with PDF  
Primary Election Proofing Source  
STYLE Round: 8/10/2017

Start Time: \_\_\_\_\_  
End Time: \_\_\_\_\_

Municipality: Bay Village

Formatting must be proofed against Ballot Layout Directive for all items  
(Spanish Translations Page) is the source document for all spanish translations

**1**

Source	Header	English	Spanish
Checker	Correct type of ballot Official Democratic Primary Election Ballot		
Checker	Correct county Cuyahoga County, Ohio		
Checker	Correct election date March 17, 2020		
<b>Instructions</b>			
Ballot to Voter	Instructions to Voter header all shaded		N/A
	Correct spelling and formatting		
<b>Overall (part 1)</b>			
Master Ballot Report	All precincts are accounted for (including all active splits)		N/A
Master Ballot Report	Precincts listed on 4 corners of both sides of all sheets		N/A
Master Ballot Report / Active split list	If applicable, correct split districts listed on all corners of both sides and portion (.01 or .02) of all sheets		N/A
Checker	City/Ward/Precinct, split district and portion (.01 or .02) if applicable, printed on STUB A (front side only) of all sheets		N/A
Checker	STUB A printed on stub (front side only all sheets)		N/A
Checker	For Vote-by-Mail ballots - Warning: Ballot cannot be counted if this stub is removed printed on STUB A (front side only)		
Checker	For Vote-by-Mail ballots - Vote-by-Mail listed in top middle header and bottom footer of both sides and both sheets		N/A
Checker	Vote-by-Mail is also listed on STUB A (front side only of page 1 & 3)		N/A
Checker	All 4 corners of both sides include type of ballot DEM		N/A
Checker	Committee Number: D - (blank space) printed on STUB A (front side only)		N/A
Checker	Sheet 1 printed in black box on STUB A (front side only of page 1)		N/A
<b>Candidates</b>			
244 Ball / Checker Page	Offices are in correct order		
301 Ball / Checker Page	Judicial Offices are in order by division and term		
301 Ball / Checker Page	Correct order of offices within office groups (including District 8, Full terms and Unexpired terms if applicable)		
301 Ball / Checker Page	Correct race title including commencement dates, if applicable		
301 Ball / Checker Page	Vote for quantity is correct		
301 Ball / Checker Page	Vote for phrase, spelling, and formatting correct		
Candidate Petition	Correct candidates present and spelled correctly		
Candidate Petition	-use "name as it appears on ballot" line of petition or circled name in margin		
Candidate Petition/Checker	Write-in line present with Write-in listed underneath, if Declaration of Intent form is used		
301 Ball - 301 pp. 4-10	No Valid Petition Filed appears in English and Spanish when no petition was received		
301 Ball - 301 pp. 4-10	Candidates listed in alphabetical order (after rotation)		
301 Ball - 301 pp. 4-10	Correct rotation and in alphabetical order (after rotation)		
Checker	Candidates SHOULD NOT ROTATE in Split Precincts		
Checker	Write-in and No Valid Petition Filed SHOULD NOT ROTATE		
<b>Issues</b>			
Checker	Correct order (smallest number first)		N/A
Issues PDF	Correct issue number and issue number appears only once (before English)		N/A
Issues PDF	Correct ballot language (including spelling and formatting)		
Issues PDF	Correct responses		
Issues PDF - 301 pp. 3	Issue Heading does not stand alone in column		
Issues PDF - 301 pp. 3	Spanish does not stand alone in column		
Issues PDF - 301 pp. 3	Responses do not stand alone in column		
<b>Overall (Part 2)</b>			
301 Ball	Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.		N/A
Checker	Page numbers located to the right of the header are correct on all pages		
Checker	(page number of page total) Ex: Page 1 of 4 (Page 1 always shaded)		
Checker	Continue voting next side appears where voting continues on next side (all shaded)		
Checker	Continue voting next side appears when voting continues on another page (all shaded)		
Checker	Thank you for voting! appears after last contest (all shaded) NOT ALONE ON A PAGE		
Checker	Board member Signatures at end of ballot (back side)		N/A
Checker	Members of the Board of Elections below signatures		
Checker	March 17, 2020 below Members of the Board of Elections		

Source:

Dem Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee ID: \_\_\_\_\_ Date: \_\_\_\_\_  
Rep Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee ID: \_\_\_\_\_ Date: \_\_\_\_\_

## (ii) Precinct Round



**Ballot Proofing with PDF**  
**Primary Election Proofing Source**  
**Precinct Round: J. THOMAS (CHANGE)**

Ballot Type: \_\_\_\_\_  
 Ballot Title: \_\_\_\_\_

Municipality: Star Village

Formatting must be proofed against Ballot Layout Directive for all Items  
 (Spanish Translations Page) is the source document for all Spanish translations

**1**

Source	English	Spanish
<b>Header</b>		
Correct type of Ballot Official Democratic Primary Election Ballot		
Correct county Cuyahoga County, Ohio		
Correct election date March 17, 2020		
<b>Instructions</b>		
Instructions to Voter header all shaded		N/A
Correct spelling and formatting		
<b>Overall (part 1)</b>		
All precincts are accounted for (including all active splits)		N/A
Precincts listed on 4 corners of both sides of all sheets		N/A
If applicable, correct split districts listed on all corners of both sides and portion (.01 or .02) of all sheets		N/A
City/Ward/Precinct, split district and portion (.01 or .02) if applicable, printed on STUB A (front side only) of all sheets		N/A
STUB A printed on stub (front side only all sheets)		N/A
For Vote-by-Mail ballots - Warning: Ballot cannot be counted if this stub is removed printed on STUB A (front side only)		
For Vote-by-Mail ballots - Vote-by-Mail listed in top middle header and bottom footer of both sides and both sheets		N/A
Vote-by-Mail is also listed on STUB A (front side only of page 1 & 3)		N/A
All 4 corners of both sides include type of ballot DEM		N/A
Consecutive Number 0 - (front space) printed on STUB A (front side only)		N/A
Sheet 1 printed in black box on STUB A (front side only of page 1)		N/A
<b>Candidates</b>		
Offices are in correct order		
Judicial Offices are in order by division and term		
Correct order of offices within office groups (including District 8, Full terms and Unexpired terms if applicable)		
Correct race title including commencement dates, if applicable		
Vote for quantity is correct		
Vote for phrase, spelling, and formatting correct		
Correct candidates present and spelled correctly		
-use "name as it appears on ballot" line of petition or circled name in margin		
Write-in line present with Write-in listed underneath, if Declaration of Intent form is used		
No Valid Petition Filed appears in English and Spanish when no petition was received		
Candidates listed in alphabetical order (after rotation)		
Correct rotation and in alphabetical order (after rotation)		
Candidates SHOULD NOT ROTATE in Split Precincts		
Write-in and No Valid Petition Filed SHOULD NOT ROTATE		
<b>Issues</b>		
Correct order (smallest number first)		N/A
Correct issue number and issue number appears only once (before English)		N/A
Correct ballot language (including spelling and formatting)		
Correct responses		
Issue Heading does not stand alone in column		
Spanish does not stand alone in column		
Responses do not stand alone in column		
<b>Overall (Part 2)</b>		
Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.		N/A
Page numbers located to the right of the header are correct on all pages		
(page number of page total) Ex: Page 1 of 4 (Page 1 always shaded)		
Continue voting next side 2 appears where voting continues on next side (all shaded)		
Continue voting next page 2 appears when voting continues on another page (all shaded)		
Thank you for voting! appears after last contest (all shaded) NOT ALONE ON A PAGE		
Board member Signatures at end of ballot (back side)		N/A
Members of the Board of Elections below signatures		
March 17, 2020 below Members of the Board of Elections		

Ballot

Don Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee ID: \_\_\_\_\_ Date: \_\_\_\_\_  
 Rep Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee ID: \_\_\_\_\_ Date: \_\_\_\_\_

## (iii) Format Round

VOTE

**Ballot Proofing with PDF  
Primary Election Proofing Source  
FORMAT ELECTION DAY Assets - #ECOLOR**

Start Time \_\_\_\_\_

End Time \_\_\_\_\_

Municipality: Bay Village

**1** Formatting must be proofed against Ballot Layout Directive for all Items  
(Spanish Translations Page) in the source document for all Spanish translations

Source	English	Spanish
<b>Header</b>		
Creditor	Correct type of ballot Official Democratic Primary Election Ballot	
Creditor	Correct county Cuyahoga County, Ohio	
Creditor	Correct election date March 17, 2020	
<b>Instructions</b>		
Instructions to Voter	Instructions to Voter header all shaded	N/A
	Correct <u>padding and</u> formatting	
<b>Overall (part 1)</b>		
Master Sheet Report	All precincts are accounted for (including all active splits)	N/A
Master Sheet Report	Precincts listed on <b>4 corners</b> of both sides of all sheets	N/A
Master Sheet Report / Addendum A1	If applicable, correct <u>split districts</u> listed on all corners of both sides and portion (.01 or .02) of all sheets	N/A
Creditor	City/Ward/Precinct, split district and portion (.01 or .02) if applicable, printed on STUB A (front side only) of all sheets	N/A
Creditor	<b>STUB A</b> printed on stub (front side only all sheets)	N/A
Creditor	For Election Day ballots no - <u>Wasting</u> : Ballot cannot be counted if this stub is removed/should be printed on STUB A (front side only)	
Creditor	For Election Day ballots - <b>00</b> is listed in top middle header and bottom footer of both sides of all sheets	N/A
Creditor	Vote-by-Mail <b>SHOULD BE REMOVED</b> from STUB A (front side only of page 1 & 3)	N/A
Creditor	All 4 corners of both sides include type of ballot DEM	N/A
Creditor	Consecutive Number: 0 - (blank space) printed on STUB A (front side only)	N/A
Creditor	Sheet 1 printed in black box on STUB A (front side only of page 1)	N/A
<b>Candidates</b>		
206 Sheet/Placeholder Page	Offices are in correct order	
206 Sheet/Placeholder Page	Judicial Offices are in order by division and term	
206 Sheet/Placeholder Page	Correct order of offices within office groups (including District 8, Full terms and Unexpired terms if applicable)	
206 Sheet/Placeholder Page	Correct format of Race Headers	
206 Sheet/Placeholder Page	Correct format of Candidates, Write-ins, and No Valid Petition Filed.	
<b>Issues</b>		
Creditor	Correct Formatting	N/A
Creditor	Correct order (smallest number first)	N/A
Issue PPT	Correct issue number and issue number appears only once (before English)	N/A
206v Sheet-01 pg.2	Issue Heading does not stand alone in column	
206v Sheet-01 pg.2	Spanish does not stand alone in column	
206v Sheet-01 pg.2	Responses do not stand alone in column	
<b>Overall (Part 2)</b>		
206v Sheet	Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.	N/A
Creditor	Page numbers located to the right of the header are correct on all pages	
Creditor	Continue voting next side <b>0</b> appears where voting continues on next side (all shaded)	
Creditor	Continue voting next page <b>0</b> appears when voting continues on another page (all shaded)	
Creditor	Thank you for voting! appears after last contest (all shaded) <b>NOT ALONE ON A PAGE</b>	
Creditor	Board member Signatures at end of ballot (back side)	N/A
Creditor	Members of the Board of Elections below signatures	
Creditor	March 17, 2020 below Members of the Board of Elections	

Comments:

Down Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee ID: \_\_\_\_\_ Date: \_\_\_\_\_

Rep Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee ID: \_\_\_\_\_ Date: \_\_\_\_\_

## (b) Even-Year General

## (i) Style Round



Ballot Proofing with PDF  
General Election Proofing Source  
STYLE Round: 4 FOUR (4) (2020)

Ball Title: \_\_\_\_\_

Ball Title: \_\_\_\_\_

STYLE R: \_\_\_\_\_

Formatting must be proofed against Ballot Layout Directive for all items  
(Spanish Translations Page) in the source document for all Spanish translations

Source	English/Spanish
<b>Header</b>	
<b>Checker</b>	Correct type of ballot Official General Election Ballot
<b>Checker</b>	Correct county Cuyahoga County, Ohio
<b>Checker</b>	Correct election date November 3, 2020
<b>Instructions</b>	
<b>Proof to Voter</b>	Instructions to Voter header all shaded
	Correct spelling and formatting
<b>Master Blank Report</b>	
<b>Master Blank Report</b>	
<b>Master Blank Report / Active opt out</b>	
<b>Checker</b>	Overall (part 1)
<b>Checker</b>	STUB A printed on stub (front side only all sheets)
<b>Checker</b>	For Vote-by-Mail ballots - Warning: Ballot cannot be counted if this stub is removed printed on STUB A (front side only)
<b>Checker</b>	For Vote-by-Mail ballots - Vote-by-Mail listed in top middle header and bottom footer of both sides and both sheets
<b>Checker</b>	Vote-by-Mail is also listed on STUB A (front side only of page 1 & 3)
<b>Checker</b>	All 4 corners of both sides include type of ballot NON
<b>Checker</b>	Consecutive Number: N- (blank space) printed on STUB A
<b>Checker</b>	Sheet 1 printed in black box on STUB A (front side only of page 1)
<b>204 Stub/Checker Page</b>	<b>Candidates</b>
<b>204 Stub/Checker Page</b>	Offices are in correct order
<b>204 Stub/Checker Page</b>	Judicial Offices are in order by division and term
<b>204 Stub/Checker Page</b>	Correct order of offices within office groups (including District 5, Full terms and Unexpired terms if applicable)
<b>204 Stub/Checker Page</b>	Correct race title including commencement dates, if applicable
<b>204 Stub/Checker Page</b>	Vote for quantity is correct
<b>204 Stub/Checker Page</b>	Vote for phrase, spelling, and formatting correct
<b>204 Stub/Checker Page</b>	Correct candidates present and spelled correctly
<b>Candidate Petition</b>	-use "name as it appears on ballot" line of petition or circled name in margin
<b>Candidate Petition</b>	Write-in line present with Write-in listed underneath, if Declaration of Intent form is used
<b>Candidate Petition/Checker</b>	No Valid Petition Filed appears in English and Spanish when no petition was received
<b>204 Stub/Checker Page</b>	Candidates listed in alphabetical order (after rotation)
<b>204 Stub/Checker Page</b>	Candidates SHOULD NOT ROTATE in Split Precincts
<b>204 Stub/Checker Page</b>	Write-in and No Valid Petition Filed SHOULD NOT ROTATE
<b>204 Stub/Checker Page</b>	<b>Issues</b>
<b>204 Stub/Checker Page</b>	Correct order (smallest number first)
<b>204 Stub/Checker Page</b>	Correct issue number and issue number appears only once (before English)
<b>204 Stub/Checker Page</b>	Correct ballot language (including spelling and formatting)
<b>204 Stub/Checker Page</b>	Correct responses
<b>204 Stub/Checker Page</b>	Issue Heading does not stand alone in column
<b>204 Stub/Checker Page</b>	Spanish does not stand alone in column
<b>204 Stub/Checker Page</b>	Responses do not stand alone in column
<b>204 Stub/Checker Page</b>	<b>Overall (Part 2)</b>
<b>204 Stub/Checker Page</b>	Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.

GETTING	PROBLEM FOUND:

Dem Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee #: \_\_\_\_\_ Date: \_\_\_\_\_  
Rep Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee #: \_\_\_\_\_ Date: \_\_\_\_\_



## (ii) Precinct Round



Ballot Proofing with PDF  
General Election Proofing Source  
PRECINCT Round: 1 (N/A)

Ball Title: \_\_\_\_\_  
Ball Title: \_\_\_\_\_

Municipality: Bay Village

Formatting must be proofed against Ballot Layout Directives for all Items  
(Spanish Translations Page) is the source document for all Spanish translations

**1**

Source	English	Spanish
<b>Header</b>		
<b>Checklist</b>	Correct type of ballot Official General Election Ballot	
<b>Checklist</b>	Correct county Cuyahoga County, Ohio	
<b>Checklist</b>	Correct election date November 3, 2020	
<b>Instructions</b>		
<b>Instr. to Voter</b>	Instructions to Voter header all shaded	N/A
	Correct spelling and formatting	
<b>Overall (part 1)</b>		
<b>Chapter District Report</b>	All precincts are accounted for (including all active splits)	N/A
<b>Header District Report</b>	Precincts listed on 4 corners of both sides of all sheets	N/A
<b>Header District Report / Active split list</b>	If applicable, correct split districts listed on all corners of both sides and portion (.01 or .02) of all sheets	N/A
<b>Checklist</b>	City/Ward/Precinct, split district and portion (.01 or .02) if applicable, printed on STUB A of all sheets (FRONT AND BACK)	N/A
<b>Checklist</b>	STUB A printed on stub (front side only all sheets)	N/A
<b>Checklist</b>	For Vote-by-Mail ballots - Warning: Ballot cannot be counted if this stub is removed printed on STUB A (front side only)	
<b>Checklist</b>	For Vote-by-Mail ballots - Vote-by-Mail listed in top middle header and bottom footer of both sides and both sheets	N/A
<b>Checklist</b>	Vote-by-Mail is also listed on STUB A (FRONT AND BACK)	N/A
<b>Checklist</b>	All 4 corners of both sides include type of ballot NON	N/A
<b>Checklist</b>	Consecutive Number: N - (blank space) printed on STUB A of all sheets (FRONT AND BACK)	N/A
<b>Checklist</b>	Sheet 1 printed in black box on STUB A (front side only of page 1)	N/A
<b>Candidates</b>		
<b>204 Ball / District Page</b>	Offices are in correct order	
<b>204 Ball / District Page</b>	Judicial Offices are in order by division and term	
<b>204 Ball / District Page</b>	Correct order of offices within office groups (including District 8, Full terms and Unexpired terms if applicable)	
<b>204 Ball / District Page</b>	Correct race title including commencement dates, if applicable	
<b>204 Ball / District Page</b>	Vote for quantity is correct	
<b>204 Ball / District Page</b>	Vote for phrase, spelling, and formatting correct	
<b>Candidate Positions</b>	Correct candidates present and spelled correctly	
	-use "name as it appears on ballot" line of petition or circled name in margin	
<b>Candidate Positions</b>	Write-in line present with Write-In listed underneath, if Declaration of Intent form is used	
<b>Candidate Positions/Issues</b>	No Valid Petition Filed appears in English and Spanish when no petition was received	N/A N/A
<b>04: 2016-21 pg. 4-02</b>	Candidates listed in alphabetical order (after rotation)	
<b>04: 2016-21 pg. 4-02</b>	Correct rotation of candidates	
<b>Checklist</b>	Candidates SHOULD NOT ROTATE in Split Precincts	
<b>Checklist</b>	Write-In and No Valid Petition Filed SHOULD NOT ROTATE	
<b>Issues</b>		
<b>Checklist</b>	Correct order (smallest number first)	N/A
<b>Issues PDF</b>	Correct issue number and issue number appears only once (before English)	N/A
<b>Issues PDF</b>	Correct ballot language (including spelling and formatting)	
<b>Issues PDF</b>	Correct responses	
<b>Directive 2016-22 pg.2</b>	Issue Heading does not stand alone in column	
<b>Directive 2016-22 pg.2</b>	Spanish does not stand alone in column	
<b>Directive 2016-22 pg.2</b>	Responses do not stand alone in column	
<b>Overall (Part 2)</b>		
<b>BOE Staff</b>	Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.	N/A
<b>Checklist</b>	Page numbers located to the right of the header are correct on all pages (page number of page total) (e.g. Page 1 of 4 (Page 1 shown shaded))	
<b>Checklist</b>	Continue voting next slide appears where voting continues on next slide (all shaded)	
<b>Checklist</b>	Continue voting next page appears where voting continues on another page (all shaded)	
<b>Checklist</b>	Thank you for voting! appears after last contest (all shaded) NOT ALONE ON PAGE	
<b>Checklist</b>	Board member Signatures at end of ballot (back side)	N/A
<b>Checklist</b>	Members of the Board of Elections below signatures	
<b>Checklist</b>	November 3, 2020 below Members of the Board of Elections	

LETTER:

PROBLEM FOUND :

Don Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee ID: \_\_\_\_\_ Date: \_\_\_\_\_  
Rep Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee ID: \_\_\_\_\_ Date: \_\_\_\_\_

## (iii) Format Round



Ballot Proofing with PDF  
General Election Proofing Source  
FORMAT Round: 1 (ONE) (5/18/2020)

Ball Print: \_\_\_\_\_  
Rep Print: \_\_\_\_\_

Municipality: Bay Village

Formatting must be proofed against Ballot Layout Directive for all Items  
(Spanish Translations Page) is the source document for all Spanish translations

1

Section	English	Spanish
<b>Header</b>		
<b>Checklist</b>	Correct type of ballot Official General Election Ballot	
<b>Checklist</b>	Correct county Cuyahoga County, Ohio	
<b>Checklist</b>	Correct election date November 3, 2020	
<b>Instructions</b>		
<b>Instructions to Voter</b>	Instructions to Voter header all shaded	N/A
	Correct spelling and formatting	
<b>Overall (part 1)</b>		
<b>Header District Report</b>	All precincts are accounted for (including all active splits)	N/A
<b>Header District Report</b>	Precincts listed on 4 corners of both sides of all sheets	N/A
<b>Header District Report / Active split list</b>	If applicable, correct split districts listed on all corners of both sides and portion (.01 or .02) of all sheets	N/A
<b>Checklist</b>	City/Ward/Precinct, split district and portion (.01 or .02) if applicable, printed on STUB A of all sheets (FRONT AND BACK)	N/A
<b>Checklist</b>	STUB A printed on stub (front side only all sheets)	N/A
<b>Checklist</b>	For Election Day ballots no - Warning: Ballot cannot be counted if this stub is removed should be printed on STUB A (front side only)	
<b>Checklist</b>	For Election Day ballots - ED is listed in top middle header and bottom footer of both sides of all sheets	N/A
<b>Checklist</b>	ED is also listed on STUB A (FRONT AND BACK)	N/A
<b>Checklist</b>	All 4 corners of both sides include type of ballot NOM	N/A
<b>Checklist</b>	Consecutive Number: N - (Blank space) printed on STUB A of all sheets (FRONT AND BACK)	N/A
<b>Checklist</b>	Sheet 1 printed in black box on STUB A (front side only of page 1)	N/A
<b>Candidates</b>		
<b>201 StUB A/Stub A Page</b>	Offices are in correct order	
<b>201 StUB A/Stub A Page</b>	Judicial Offices are in order by division and term	
<b>201 StUB A/Stub A Page</b>	Correct order of offices within office groups (including District II, Full terms and Unexpired terms if applicable)	
<b>201 StUB A/Stub A Page</b>	Correct race title including commencement dates, if applicable	
<b>201 StUB A/Stub A Page</b>	Vote for quantity is correct	
<b>201 StUB A/Stub A Page</b>	Vote for phrase, spelling, and formatting correct	
<b>Candidate Positions</b>		
<b>Candidate Positions</b>		
<b>Candidate Positions/Issues</b>		
<b>StUB A/Stub A pg. 4-6</b>		
<b>StUB A/Stub A pg. 4-6</b>		
<b>Checklist</b>		
<b>Checklist</b>		
<b>Issues</b>		
<b>Checklist</b>	Correct order (smallest number first)	N/A
<b>Issues PDF</b>	Correct issue number and issue number appears only once (before English)	N/A
<b>Issues PDF</b>	Correct ballot language (including spelling and formatting)	
<b>Issues PDF</b>	Correct responses	
<b>Issues PDF</b>	Issue Heading does not stand alone in column	
<b>Issues PDF</b>	Spanish does not stand alone in column	
<b>Issues PDF</b>	Responses do not stand alone in column	
<b>Overall (Part 2)</b>		
<b>BCE StUB</b>	Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.	N/A
<b>Checklist</b>	Page numbers located to the right of the header are correct on all pages (page number of page total) Ex: Page 1 of 4 (Page 1 sheets shaded)	
<b>Checklist</b>	Continue voting next side ☐ appears where voting continues on next side (all shaded)	
<b>Checklist</b>	Continue voting next page ☐ appears when voting continues on another page (all shaded)	
<b>Checklist</b>	Thank you for voting! appears after last contest (all shaded) NOT ALONE ON PAGE	
<b>Checklist</b>	Board member Signatures at end of ballot (back side)	N/A
<b>Checklist</b>	Members of the Board of Elections below signatures	
<b>Checklist</b>	November 3, 2020 below Members of the Board of Elections	

LETTER: \_\_\_\_\_ PROBLEM FOUND: \_\_\_\_\_

Dem Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee #: \_\_\_\_\_ Date: \_\_\_\_\_  
Rep Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee #: \_\_\_\_\_ Date: \_\_\_\_\_



## (ii) Precinct Round



Ballot Proofing with PDF  
Primary Election Proofing Source  
PRECINCT Round: TWO

Start Time: \_\_\_\_\_  
End Time: \_\_\_\_\_

Municipality: \_\_\_\_\_

Formatting must be proofed against Ballot Layout Directive for all items  
(Spanish Translations Page) is the source document for all Spanish translations

Source	English	Spanish
	<b>Header</b>	
Overlaid	Correct type of ballot Official Questions and Issues: Ballot	
Overlaid	Correct county Cuyahoga County, Ohio	
Overlaid	Correct election date May 7, 2019	
	<b>Instructions</b>	
Indr. to Voter	Instructions to Voter header all shaded	N/A
	Correct spelling and formatting	
	<b>Overall (part 1)</b>	
Master District Report	All precincts are accounted for (including all active splits)	N/A
Master District Report	Precincts listed on 4 corners of both sides of all sheets	N/A
Master District Report / Active split list	If applicable, correct split districts listed on all corners of both sides and portion (.01 or .02) of all sheets	N/A
Overlaid	City/Ward/Precinct, split district and portion (.01 or .02) if applicable, printed on STUB A (front side only) of all sheets	N/A
Overlaid	STUB A printed on stub (front side only all sheets)	N/A
Overlaid	For Absentee ballots - Warning: Ballot cannot be counted if this stub is removed printed on STUB A (front side only)	
Overlaid	For Absentee ballots - Absentee listed in top and bottom middle headers of both sides; "Absentee" listed on STUB A (front side only of page 1)	N/A
Overlaid	All 4 corners of both sides include type of ballot NON	N/A
Overlaid	Consecutive Number: (N) - (blank space) printed on STUB A (front side only)	N/A
Overlaid	Sheet 1 printed in black box on STUB A (front side only of page 1)	N/A
	<b>Candidates</b>	
Overlaid	City / Village of XXX of above first municipal office candidate	
206 Sheet / Calendar Page	Correct race title including districts, if applicable	
206 Sheet / Calendar Page	Vote for quantity is correct	
206 Sheet / Calendar Page	Vote for phrase, spelling, and formatting correct	
Candidate Pictorial	Correct candidates present and spelled correctly	
Dir. 2006-30 pg. 4-62	use "name as it appears on ballot" line of petition or circled name in margin	
	Candidates listed in alphabetical order (after rotation)	
	<b>Issues</b>	
Overlaid	Correct order (smallest number first)	N/A
Issues PDF	Correct issue number and issue number appears only once (before English) (EXCLUDING STATE ISSUES)	N/A
Issues PDF	Correct ballot language (including spelling and formatting)	
Issues PDF	Correct responses	
Directive 2006-30 pg.2	Issue Heading does not stand alone in column	
Directive 2006-30 pg.2	Spanish does not stand alone in column	
Directive 2006-30 pg.2	Responses do not stand alone in column	
	<b>Overall (Part 2)</b>	
206 Sheet	Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.	N/A
Overlaid	Page numbers located to the right of the header are correct on all pages (page number of page total)	
Overlaid	Ex: Page 1 of 1 (Page 1 always shaded)	
Overlaid	Thank you for voting! appears after last contest (all shaded)	
Overlaid	Signatures at end of ballot (back side)	N/A
Overlaid	Members of the Board of Elections below signatures	
Overlaid	May 7, 2019 below Members of the Board of Elections	

Item Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Rep Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## (iii) Format Round



Ballot Proofing with PDF  
Primary Election Proofing Source  
FORMAT Round: ONE

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Municipality: \_\_\_\_\_

Formatting must be proofed against Ballot Layout Directive for all items  
(Spanish Translations Page) is the source document for all spanish translations

Source	English	Spanish
	<b>Header</b>	
Checklist	Correct type of ballot Official Questions and Issues Ballot	
Checklist	Correct county Cuyahoga County, Ohio	
Checklist	Correct election date May 7, 2019	
	<b>Instructions</b>	
Insur. to Voter	Instructions to Voter header all shaded	N/A
	Correct spelling and formatting	
	<b>Overall (part 1)</b>	
Master District Report	All precincts are accounted for (including all active splits)	N/A
Master District Report	Precincts listed on 4 corners of both sides of all sheets	N/A
Master District Report / Active split list	If applicable, correct split districts listed on all corners of both sides and portion (.01 or .02) of all sheets	N/A
Checklist	City/Ward/Precinct, split district and portion (.01 or .02) if applicable, printed on STUB A (front side only) of all sheets	N/A
Checklist	STUB A printed on stub (front side only all sheets)	N/A
Checklist	All 4 corners of both sides include type of ballot NON	N/A
Checklist	Consecutive Number: [N] - (blank space) printed on STUB A (front side only)	N/A
Checklist	Sheet 1 printed in black box on STUB A (front side only of page 1)	N/A
	<b>Candidates</b>	
308 Stub / Candidate Page	Races formatted correctly.	
	<b>Issues</b>	
Checklist	Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.	N/A
Directive 2008-22 pg.2	Issue Heading does not stand alone in column	
Directive 2008-22 pg.2	Spanish does not stand alone in column	
Directive 2008-22 pg.2	Responses do not stand alone in column	
	<b>Overall (Part 2)</b>	
308 Stub	Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.	N/A
	Page numbers located to the right of the header are correct on all pages (page number of page total)	
Checklist	Ex: Page 1 of 1 (Page 1 always shaded)	
Checklist	Thank you for voting! appears after last contest (all shaded)	
Checklist	Signatures at end of ballot (back side)	N/A
Checklist	Members of the Board of Elections below signatures	
Checklist	May 7, 2019 below Members of the Board of Elections	

Errors:

Dom Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Rep Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## (d) Odd-Year General

## (i) Style Round



Ballot Proofing with PDF  
General Election Proofing Source  
Style Round: 3 (Final)

Start Time: \_\_\_\_\_  
End Time: \_\_\_\_\_

Style #: \_\_\_\_\_

Formatting must be proofed against Ballot Layout Directive for all items  
[Spanish Translations Page] is the source document for all Spanish translations

Source	English	Spanish
	<b>Header</b>	
Checklist	Correct type of ballot Official General Election Ballot	
Checklist	Correct county Cuyahoga County, Ohio	
Checklist	Correct election date November 5, 2019	
	<b>Instructions</b>	
Ballot to Voter	Instructions to Voter header all shaded	N/A
	Correct spelling and formatting	
	<b>Overall (part 1)</b>	
Checklist	STUB A printed on stub (front side only all sheets)	N/A
Checklist	For Absentee ballots - Warning: Ballot cannot be counted if this stub is removed printed on STUB A (front side only)	
Checklist	For Absentee ballots - Absentee listed in top & bottom middle headers of all pages; Absentee listed on STUB A (front side only of odd pages)	N/A
Checklist	All 4 corners of both sides include type of ballot NON	N/A
Checklist	Consecutive Number: N - (blank space) printed on STUB A (front side only)	N/A
Checklist	Sheet 1 printed in black box on STUB A (front side only of page 1)	N/A
	<b>Candidates</b>	
Checklist / Calendar Page	City / Village of XXX above first municipal office candidate	
Checklist / Calendar Page	Offices are in correct order	N/A
Checklist / Calendar Page	XXX Municipal Court above first Judicial office candidate if applicable	
Checklist / Calendar Page	Judicial Offices are in order by division and term	N/A
Checklist / Calendar Page	XXX School District above first School Board office candidate if applicable	
Checklist / Calendar Page	Board of Education Offices are in order by division and term	N/A
Checklist / Calendar Page	Cuyahoga County Educational Service Center above first Governing Board office candidate if applicable	
Checklist / Calendar Page	Board of Education Offices are in order by division and term	N/A
Checklist / Calendar Page	Correct order of offices within office groups including (Ward #). (Full term commencing XXX-XX-XXXX) and (Unexpired term ending XXX-XX-XXXX) if applicable	
2019 Sheet / Calendar Page	Correct race title including commencement dates, if applicable	
2019 Sheet / Calendar Page	Vote for quantity is correct	
2019 Sheet / Calendar Page	Vote for phrase, spelling, and formatting correct	
Candidate Petition	Correct candidates with party are present and spelled correctly (Excluding Judicial and Municipal Races)	
Candidate Petition	-use "name as it appears on ballot" line of petition or circled name in margin	
01: 2019-20 pg. 4-61	Write-in line present with write-in listed underneath, if Declaration of intent form is used	
Checklist	Candidates listed in alphabetical order (after rotation)	N/A
	No Valid Petition Filed listed in races where no candidates file petitions	
	<b>Issues</b>	
Checklist	Correct order (smallest number first)	N/A
Issues PDF	Correct issue number and issue number appears only once (before English) (EXCLUDING STATE ISSUES)	N/A
Issues PDF	Correct ballot language (including spelling and formatting)	
Issues PDF	Correct responses	
Directive 2004-20 pg.2	Issue Heading does not stand alone in column	N/A
Directive 2004-20 pg.2	Spanish does not stand alone in column	N/A
Directive 2004-20 pg.2	Responses do not stand alone in column	N/A
	<b>Overall (Part 2)</b>	
Checklist	Thank you for voting! appears after last contest (all shaded)	
Checklist	Signatures at end of ballot (back side)	N/A
Checklist	Members of the Board of Elections below signatures	
Checklist	November 5, 2019 below Members of the Board of Elections	

\_\_\_\_\_

Depo Print Number: \_\_\_\_\_ P: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Rep Print Number: \_\_\_\_\_ P: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Ballot Printing with PDF  
General Election Printing Setup  
PAPER: 1

**Start Time** \_\_\_\_\_

**Head Paper** \_\_\_\_\_

**Abstract**

**Paracetamol must be proofed against Gallos Layout Director for all items (Spanish Translations Page) in the source document for all spanish translations**

Source	English/Spanish
Header	
Checklist	Correct type of ballot ("Official General Election Ballot")
Checklist	Correct county ("Cuyahoga County, Ohio")
Checklist	Correct election date ("November 5, 2019")
Instructions	
Instructions to Voter header all shaded	N/A
Correct spelling and formatting	N/A
Overall (part 1)	
All precincts are accounted for (including all active splits)	N/A
Precincts listed on 4 corners of both sides of all sheets	N/A
If applicable, correct split districts listed on all corners of both sides and portion (.06 or .02) of all sheets	N/A
City/Ward/Precinct, split district and portion (.06 or .02) if applicable, printed on STUB A (front side only) of all sheets	N/A
STUB A printed on stub (front side only all sheets)	N/A
For Absentee ballots - "Warning: Ballot cannot be counted if this stub is removed" printed on STUB A (front side only)	N/A
For Absentee ballots - "Absentee" listed in top & bottom middle headers of all pages; "Absentee" listed on STUB A (front side only of odd pages)	N/A
All 4 corners of both sides include type of ballot (NOIR)	N/A
Consecutive Number: [N] - (blank space) printed on STUB A (front side only)	N/A
"Sheet 1" printed in black box on STUB A (front side only of page 1)	N/A
Candidates	
"City / Village of XXX" above first municipal office candidate	N/A
Offices are in correct order	N/A
"XXX Municipal Court" above first judicial office candidate if applicable	N/A
Judicial Offices are in order by division and term	N/A
"XXX School District" above first School Board office candidate if applicable	N/A
Board of Education Offices are in order by division and term	N/A
"Cuyahoga County Educational Services Center" above first Governing Board office candidate if applicable	N/A
Board of Education Offices are in order by division and term	N/A
Correct order of offices within office groups (including District 8, Full term commanding and Unexpired term ending if applicable)	N/A
Correct race title including commencement dates, if applicable	N/A
Vote for quantity is correct	N/A
Vote for phrase, spelling, and formatting correct	N/A
Correct candidates with party are present and spelled correctly (including Judicial and Municipal Races)	N/A
Use "name as it appears on ballot" line of petition or circled name in margin	N/A
Write-in line present with "Write-in" listed underneath, if Declaration of Intent form is used	N/A
Candidates listed in alphabetical order (after rotation)	N/A
Correct rotation and in alphabetical order (after rotation)	N/A
Candidates SHOULD NOT ROTATE in Split Precincts	N/A
Write-In and No Valid Petition Head SHOULD NOT ROTATE	N/A
Issues	
Correct order (smallest number first)	N/A
Correct issue number and issue number appears only once (before English) (EXCLUDING STATE ISSUES)	N/A
Correct ballot language (including spelling and formatting)	N/A
Correct responses	N/A
Issue Heading does not stand alone in column	N/A
Spanish does not stand alone in column	N/A
Responses do not stand alone in column	N/A
Overall (Part 2)	
Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.	N/A
Page numbers located to the right of the header are correct on all pages (page number of page total)	N/A
(Ex: Page 1 of 4 (Page 1 always shaded))	N/A
"Continue voting next side" appears where voting continues on next side (all shaded)	N/A
"Continue voting next page" appears when voting continues on another page (all shaded)	N/A
"Thank you for voting!" appears after last contest (all shaded)	N/A
Signatures at end of ballot (back side)	N/A
"Members of the Board of Elections" below signatures	N/A
"November 5, 2019" below "Members of the Board of Elections"	N/A

Given Date Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Age-Period-Event	Gender	Event	Age	Period
1	Male	1	1	1
2	Male	2	2	2
3	Male	3	3	3
4	Male	4	4	4
5	Male	5	5	5
6	Male	6	6	6
7	Male	7	7	7
8	Male	8	8	8
9	Male	9	9	9
10	Male	10	10	10
11	Male	11	11	11
12	Male	12	12	12
13	Male	13	13	13
14	Male	14	14	14
15	Male	15	15	15
16	Male	16	16	16
17	Male	17	17	17
18	Male	18	18	18
19	Male	19	19	19
20	Male	20	20	20
21	Male	21	21	21
22	Male	22	22	22
23	Male	23	23	23
24	Male	24	24	24
25	Male	25	25	25
26	Male	26	26	26
27	Male	27	27	27
28	Male	28	28	28
29	Male	29	29	29
30	Male	30	30	30
31	Male	31	31	31
32	Male	32	32	32
33	Male	33	33	33
34	Male	34	34	34
35	Male	35	35	35
36	Male	36	36	36
37	Male	37	37	37
38	Male	38	38	38
39	Male	39	39	39
40	Male	40	40	40
41	Male	41	41	41
42	Male	42	42	42
43	Male	43	43	43
44	Male	44	44	44
45	Male	45	45	45
46	Male	46	46	46
47	Male	47	47	47
48	Male	48	48	48
49	Male	49	49	49
50	Male	50	50	50
51	Male	51	51	51
52	Male	52	52	52
53	Male	53	53	53
54	Male	54	54	54
55	Male	55	55	55
56	Male	56	56	56
57	Male	57	57	57
58	Male	58	58	58
59	Male	59	59	59
60	Male	60	60	60
61	Male	61	61	61
62	Male	62	62	62
63	Male	63	63	63
64	Male	64	64	64
65	Male	65	65	65
66	Male	66	66	66
67	Male	67	67	67
68	Male	68	68	68
69	Male	69	69	69
70	Male	70	70	70
71	Male	71	71	71
72	Male	72	72	72
73	Male	73	73	73
74	Male	74	74	74
75	Male	75	75	75
76	Male	76	76	76
77	Male	77	77	77
78	Male	78	78	78
79	Male	79	79	79
80	Male	80	80	80
81	Male	81	81	81
82	Male	82	82	82
83	Male	83	83	83
84	Male	84	84	84
85	Male	85	85	85
86	Male	86	86	86
87	Male	87	87	87
88	Male	88	88	88
89	Male	89		

## (iii) Format Round



**Ballot Proofing with PDF**  
**General Election Proofing Source**  
**FORMAT : 3 (LAVENDER)**

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Municipality: \_\_\_\_\_

**Formatting must be proofed against Ballot Layout Directive for all items**  
**(Spanish Translations Page) is the source document for all spanish translations**

Source	English	Spanish
<b>Header</b>		
<b>BOE Staff</b>	Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.	
<b>Instructions</b>		
<b>Inst. to Voter</b>	Instructions to Voter correct formatting	
<b>Master District Report</b>	<b>Overall (part 1)</b>	
<b>Master District Report</b>	All precincts are accounted for (including all active splits)	
<b>Master District Report / Active split list</b>	Precincts listed on 4 corners of both sides of all sheets	N/A
<b>Checklist</b>	If applicable, correct split districts listed on all corners of both sides and portion (.01 or .02) of all sheets	N/A
<b>BOE Staff</b>	City/Ward/Precinct, split district and portion (.01 or .02) if applicable, printed on STUB A (front side only) of all sheets	N/A
<b>Checklist</b>	Stub formatting correct, e.g., shading, alignment, size, formatting, etc.	
<b>Checklist</b>	All 4 corners of both sides include type of ballot NON	N/A
<b>Checklist</b>	Consecutive Number: N - (blank space) printed on STUB A (front side only)	N/A
<b>Checklist</b>	Sheet 1 printed in black box on STUB A (front side only of page 1)	N/A
<b>Candidates</b>		
<b>BOE Staff / Calendar Page</b>	Race Headers and Candidates are properly formatted	
<b>Issues</b>		
<b>Checklist</b>	Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.	N/A
<b>Directive 2016-22 pg.2</b>	Issue Heading does not stand alone in column	N/A
<b>Directive 2016-22 pg.2</b>	Spanish does not stand alone in column	N/A
<b>Directive 2016-22 pg.2</b>	Responses do not stand alone in column	N/A
<b>Overall (Part 2)</b>		
<b>BOE Staff</b>	Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.	N/A
<b>Checklist</b>	Page numbers located to the right of the header are correct on all pages (page number of page total) Ex: Page 1 of 3 (Page 1 always shaded)	N/A
<b>Checklist</b>	"Continue voting next side" appears where voting continues on next side (all shaded) if applicable	N/A
<b>Checklist</b>	"Continue voting next page" appears when voting continues on another page (all shaded) if applicable	N/A
<b>Checklist</b>	"Thank you for voting!" appears after last contest (all shaded)	N/A
<b>Checklist</b>	Signatures at end of ballot (back side)	N/A
<b>Checklist</b>	"Members of the Board of Elections" below signatures	N/A
<b>Checklist</b>	"November 5, 2019" below "Members of the Board of Elections"	N/A

Errors:

Dem Print Name: \_\_\_\_\_ Team #: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Rep Print Name: \_\_\_\_\_ Team #: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## (e) Recall Election

## (i) Style Round



Ballot Proofing with PDF  
Recall Election Proofing Source  
PRECINCT Round: 8 (COLOR)

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Municipality: Woodmere

Formatting must be proofed against Ballot Layout Directive for all items  
(Spanish Translations Page) is the source document for all spanish translations

**100**

Source	English	Spanish
<b>Header</b>		
Checklist	Correct type of ballot Official Recall Election Ballot	
Checklist	Correct county Cuyahoga County, Ohio	
Checklist	Correct election date February 23, 2021	
<b>Instructions</b>		
Instr. to Voter	Instructions to Voter header all shaded	N/A
	Correct spelling and formatting	
<b>Overall (part 1)</b>		
Master District Report	All precincts are accounted for (including all active splits)	N/A
Master District Report	Precincts listed on 4 corners of both sides of all sheets	N/A
Master District Report / Active split list	If applicable, correct split districts listed on all corners of both sides and portion (.01 or .02) of all sheets	N/A
Checklist	City/Ward/Precinct, split district and portion (.01 or .02) if applicable, printed on STUB A of all sheets (FRONT AND BACK)	N/A
Checklist	STUB A printed on stub (front side only all sheets)	N/A
Checklist	For Vote-by-Mail ballots - Warning: Ballot cannot be counted if this stub is removed printed on STUB A (front side only)	
Checklist	For Vote-by-Mail ballots - Vote-by-Mail listed in top middle header and bottom footer of both sides and both sheets	N/A
Checklist	Vote-by-Mail is also listed on STUB A (FRONT AND BACK)	N/A
Checklist	Consecutive Number: N - (blank space) printed on STUB A of all sheets (FRONT AND BACK)	N/A
Checklist	Sheet 1 printed in black box on STUB A (front side only of page 1)	N/A
<b>Issues</b>		
Checklist	Correct order (smallest number first)	N/A
Issues PDF	Correct issue number and issue number appears only once (before English)	N/A
Issues PDF	Correct ballot language (including spelling and formatting)	
Issues PDF	Correct responses	
Directive 2016-22 pg.2	Issue Heading does not stand alone in column	
Directive 2016-22 pg.2	Spanish does not stand alone in column	
Directive 2016-22 pg.2	Responses do not stand alone in column	
<b>Overall (Part 2)</b>		
BOE Shell	Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.	N/A
Checklist	Page numbers located to the right of the header are correct on all pages (page number or page total) Ex: Page 1 of 1 (Page 1 always shaded)	
Checklist	Thank you for voting! appears after last contest (all shaded) NOT ALONE ON PAGE	
Checklist	Board member Signatures at end of ballot (back side)	N/A
Checklist	Members of the Board of Elections below signatures	
Checklist	February 23, 2021 below Members of the Board of Elections	

LETTER: \_\_\_\_\_ PROBLEM FOUND : \_\_\_\_\_

Dem Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee #: \_\_\_\_\_ Date: \_\_\_\_\_

Rep Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee #: \_\_\_\_\_ Date: \_\_\_\_\_

## (ii) Precinct Round



Ballot Proofing with PDF  
Recall Election Proofing Source  
STYLE Round: 8 (COLOR)

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Municipality: Woodmere

Formatting must be proofed against Ballot Layout Directive for all items  
(Spanish Translations Page) is the source document for all spanish translations

**100**

Source	English	Spanish
<b>Header</b>		
Checklist	Correct type of ballot Official Recall Election Ballot	
Checklist	Correct county Cuyahoga County, Ohio	
Checklist	Correct election date February 23, 2021	
<b>Instructions</b>		
Instr. to Voter	Instructions to Voter header all shaded	N/A
	Correct spelling and formatting	
<b>Overall (part 1)</b>		
Master District Report	All precincts are accounted for (including all active splits)	N/A
Master District Report	Precincts listed on 4 corners of both sides of all sheets	N/A
Master District Report / Active split list	If applicable, correct split districts listed on all corners of both sides and portion (.01 or .02) of all sheets	N/A
Checklist	City/Ward/Precinct, split district and portion (.01 or .02) if applicable, printed on STUB A of all sheets (FRONT AND BACK)	N/A
Checklist	STUB A printed on stub (front side only all sheets)	N/A
Checklist	For Vote-by-Mail ballots - Warning: Ballot cannot be counted if this stub is removed printed on STUB A (front side only)	
Checklist	For Vote-by-Mail ballots - Vote-by-Mail listed in top middle header and bottom footer of both sides and both sheets	N/A
Checklist	All 4 corners of both sides include type of ballot NON	N/A
Checklist	Consecutive Number: N - (blank space) printed on STUB A of all sheets (FRONT AND BACK)	N/A
Checklist	Sheet 1 printed in black box on STUB A (front side only of page 1)	N/A
<b>Issues</b>		
Checklist	Correct order (smallest number first)	N/A
Issues PDF	Correct issue number and issue number appears only once (before English)	N/A
Issues PDF	Correct ballot language (including spelling and formatting)	
Issues PDF	Correct responses	
Directive 2016-22 pg.2	Issue Heading does not stand alone in column	
Directive 2016-22 pg.2	Spanish does not stand alone in column	
Directive 2016-22 pg.2	Responses do not stand alone in column	
<b>Overall (Part 2)</b>		
BOE Shall	Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.	N/A
Checklist	Page numbers located to the right of the header are correct on all pages (page number of page total) Ex: Page 1 of 1 (Page 1 always shaded)	
Checklist	Thank you for voting! appears after last contest (all shaded) NOT ALONE ON PAGE	
Checklist	Board member Signatures at end of ballot (back side)	N/A
Checklist	Members of the Board of Elections below signatures	
Checklist	February 23, 2021 below Members of the Board of Elections	

LETTER: \_\_\_\_\_

PROBLEM FOUND : \_\_\_\_\_

Dem Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee #: \_\_\_\_\_ Date: \_\_\_\_\_

Rep Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee #: \_\_\_\_\_ Date: \_\_\_\_\_

## (iii) Format Round



Ballot Proofing with PDF  
General Election Proofing Source  
FORMAT Round: 1 (ONE) (UNITED)

Ball Title: \_\_\_\_\_  
Rep Title: \_\_\_\_\_

Municipality: Woodmere

Formatting must be proofed against Ballot Layout Directive for all Items  
(Spanish Translations Page) is the source document for all Spanish translations

**100**

Source	English	Spanish
<b>Header</b>		
<b>Checklist</b>	Correct type of ballot Official Recall Election Ballot	
<b>Checklist</b>	Correct county Cuyahoga County, Ohio	
<b>Checklist</b>	Correct election date February 23, 2021	
<b>Instructions</b>		
<b>Inst. to Voter</b>	Instructions to Voter header all shaded	N/A
	Correct spelling and formatting	
<b>Overall (part 1)</b>		
<b>Answer District Report</b>	All precincts are accounted for (including all active splits)	N/A
<b>Answer District Report</b>	Precincts listed on 4 corners of both sides of all sheets	N/A
<b>Answer District Report / Follow-up B</b>	If applicable, correct split districts listed on all corners of both sides and portion (.01 or .02) of all sheets	N/A
<b>Checklist</b>	City/Ward/Precinct, split district and portion (.01 or .02) if applicable, printed on STUB A of all sheets (FRONT AND BACK)	N/A
<b>Checklist</b>	STUB A printed on stub (front side only all sheets)	N/A
<b>Checklist</b>	For Early In-Person ballots no - Warning: Ballot cannot be counted if this stub is removed should be printed on STUB A (front side only)	
<b>Checklist</b>	For Early In-Person ballots - EIP is listed in top middle header and bottom footer of both sides of all sheets	N/A
<b>Checklist</b>	EIP is also listed on STUB A (FRONT AND BACK)	N/A
<b>Checklist</b>	Consecutive Number: N - (Blank space) printed on STUB A of all sheets (FRONT AND BACK)	N/A
<b>Checklist</b>	Sheet 1 printed in black box on STUB A (front side only of page 1)	N/A
<b>Issues</b>		
<b>Checklist</b>	Correct order (smallest number first)	N/A
<b>Issues PDF</b>	Correct issue number and issue number appears only once (before English)	N/A
<b>Issues PDF</b>	Correct ballot language (including spelling and formatting)	
<b>Issues PDF</b>	Correct responses	
<b>Directive 2016-22 pg.2</b>	Issue Heading does not stand alone in column	
<b>Directive 2016-22 pg.2</b>	Spanish does not stand alone in column	
<b>Directive 2016-22 pg.2</b>	Responses do not stand alone in column	
<b>Overall (Part 2)</b>		
<b>BOE Staff</b>	Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.	N/A
<b>Checklist</b>	Page numbers located to the right of the header are correct on all pages (page number of page total) bc Page 1 of 1 (Page 1 sheets shaded)	
<b>Checklist</b>	Thank you for voting! appears after last contest (all shaded) <b>NOT ALONE ON PAGE</b>	
<b>Checklist</b>	Board member signatures at end of ballot (back side)	N/A
<b>Checklist</b>	Members of the Board of Elections below signatures	
<b>Checklist</b>	February 23, 2021 below Members of the Board of Elections	

LETTER	PROBLEM FOUND

Dom Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee ID: \_\_\_\_\_ Date: \_\_\_\_\_  
Rep Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee ID: \_\_\_\_\_ Date: \_\_\_\_\_

## (f) Run-Off Election

## (i) Style Round



Ballot Proofing with PDF  
Run-Off Election Proofing Source  
STYLE Round: 8 (COLL)

Start Time: \_\_\_\_\_  
End Time: \_\_\_\_\_

STYLE #: \_\_\_\_\_

Formatting must be proofed against Ballot Layout Directive for all items  
(Spanish Translations Page) is the source document for all spanish translations

Source	English/Spanish
Header	
Checker	Correct type of ballot Official Run-Off Election Ballot
Checker	Correct county Cuyahoga County, Ohio
Checker	Correct election date December 5, 2017

Instructions	
Instructions to Voter header all shaded	N/A
Correct spelling and formatting	

Overall (part 1)	
Checker	STUB A printed on stub (front side only all sheets)
Checker	For Vote-by-Mail ballots - Warning: Ballot <b>cannot</b> be counted if this stub is removed printed on STUB A (front side only)
Checker	For Vote-by-Mail ballots - Vote-by-Mail listed in top middle header and bottom footer of both sides and both sheets
Checker	Vote-by-Mail is also listed on STUB A (front side only of page 1 & 3)
Checker	Consecutive Number N (blank space) printed on STUB A
Checker	Sheet 1 printed in black box on STUB A (front side only of page 1)

Candidates	
Checker	Offices are in correct order
Checker	Correct race title including commencement dates, if applicable
Checker	Vote for quantity is correct
Checker	Vote for phrase, spelling, and formatting correct
Checker	Correct candidates present and spelled correctly
Checker	use "name as it appears on ballot" line of petition or circled name in margin
Checker	Candidates listed in alphabetical order (after rotation)
Checker	Candidates SHOULD NOT ROTATE in Split Precincts!
Checker	Write-In and No Valid Petition Filed SHOULD NOT ROTATE!

Overall (Part 2)	
Checker	Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.

STUBs	PROBLEM FOUR:
-------	---------------

Open Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee #: \_\_\_\_\_ Date: \_\_\_\_\_  
Rep Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee #: \_\_\_\_\_ Date: \_\_\_\_\_



## (ii) Precinct Round



Ballot Printing with PDF  
Run-Off Election Printing Source  
PRECINCT Round: SLIDING

Ball Type: \_\_\_\_\_  
Ball Type: \_\_\_\_\_

STYLE #: \_\_\_\_\_

Formatting must be proofed against Ballot Layout Directive for all items  
(Spanish Translations Page) is the source document for all Spanish translations

Source	English	Spanish
<b>Header</b>		
Correct type of ballot Official Run-Off Election Ballot		
Correct county Cuyahoga County, Ohio		
Correct election date December 5, 2017		
<b>Instructions</b>		
Instructions to Voter header all shaded		N/A
Correct spelling and formatting		
<b>Overall (part 1)</b>		
All precincts are accounted for (including all active splits)		N/A
Precincts listed on 4 corners of both sides of all sheets		N/A
City/Ward/Precinct, split district and portion (.01 or .02) if applicable, printed on STUB A of all sheets		N/A
STUB A printed on stub (front side only all sheets)		N/A
For Vote-by-Mail ballots - Warning: Ballot cannot be counted if this stub is removed printed on STUB A (front side only)		
For Vote-by-Mail ballots - Vote-by-Mail listed in top middle header and bottom footer of both sides and both sheets		N/A
Vote-by-Mail is also listed on STUB A (front side only of page 1 & 3)		N/A
Consecutive Number: N- (blank space) printed on STUB A		N/A
Sheet 1 printed in black box on STUB A (front side only of page 1)		N/A
<b>Candidates</b>		
Offices are in correct order		
Correct race title including commencement dates, if applicable		
Vote for quantity is correct		
Vote for phrase, spelling, and formatting correct		
Correct candidates present and spelled correctly		
-use "name as it appears on ballot" line of petition or circled name in margin		
Candidates listed in alphabetical order (after rotation)		
Candidates SHOULD NOT ROTATE in Split Precincts		
Write-In and No Valid Petition Filed SHOULD NOT ROTATE		
<b>Overall (Part 2)</b>		
Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.		N/A
Page numbers located to the right of the header are correct on all pages (page number of page total) Ex: Page 1 of 1 (Page 1 always shaded)		
Thank you for voting! appears after last contest (all shaded) NOT ALONE ON A PAGE		
Board member Signatures at end of ballot (back side)		N/A
Members of the Board of Elections below signatures		
December 5, 2017 below Members of the Board of Elections		

SETUP:	PROBLEMS FOUND:

Down Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee ID: \_\_\_\_\_ Date: \_\_\_\_\_  
Rep Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee ID: \_\_\_\_\_ Date: \_\_\_\_\_



(g) Special Election

(i) Style Round



Ballot Proofing with PDF  
General Election Proofing Source  
STYLE Round: # (COLOR)

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Municipality: Mayfield Village

Formatting must be proofed against Ballot Layout Directive for all items  
(Spanish Translations Page) is the source document for all spanish translations

**56**

Source	English	Spanish
<b>Header</b>		
<b>Checklist</b>	Correct type of ballot Official Special Election Ballot	
<b>Checklist</b>	Correct county Cuyahoga County, Ohio	
<b>Checklist</b>	Correct election date March 16, 2021	
<b>Instructions</b>		
<b>Instr. to Voter</b>	Instructions to Voter header all shaded	N/A
	Correct spelling and formatting	
<b>Overall (part 1)</b>		
<b>Master District Report</b>	All precincts are accounted for (including all active splits)	N/A
<b>Master District Report</b>	Precincts listed on 4 corners of both sides of all sheets	N/A
<b>Master District Report / Active split list</b>	If applicable, correct split districts listed on all corners of both sides and portion (.01 or .02) of all sheets	N/A
<b>Checklist</b>	City/Ward/Precinct, split district and portion (.01 or .02) if applicable, printed on STUB A of all sheets (FRONT AND BACK)	N/A
<b>Checklist</b>	STUB A printed on stub (front side only all sheets)	N/A
<b>Checklist</b>	For Election Day ballots - Warning: Ballot cannot be counted if this stub is removed SHOULD NOT be printed on STUB A (front side only)	
<b>Checklist</b>	For Election Day ballots -ED listed in top middle header and bottom footer of both sides and both sheets	N/A
<b>Checklist</b>	Consecutive Number: N - (blank space) printed on STUB A of all sheets (FRONT AND BACK)	N/A
<b>Checklist</b>	Sheet 1 printed in black box on STUB A (front side only of page 1)	N/A
<b>Issues</b>		
<b>Checklist</b>	City / Village of XXX of above first issue	
<b>Checklist</b>	Correct order (smallest number first)	N/A
<b>Issues PDF</b>	Correct issue number and issue number appears only once (before English)	N/A
<b>Issues PDF</b>	Correct ballot language (including spelling and formatting)	
<b>Issues PDF</b>	Correct responses	
<b>Directive 2016-22 pg.2</b>	Issue Heading does not stand alone in column	
<b>Directive 2016-22 pg.2</b>	Spanish does not stand alone in column	
<b>Directive 2016-22 pg.2</b>	Responses do not stand alone in column	
<b>Overall (Part 2)</b>		
<b>BOE Staff</b>	Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.	N/A
<b>Checklist</b>	Page numbers located to the right of the header are correct on all pages (page number of page total) Ex: Page 1 of 1 (Page 1 always shaded)	
<b>Checklist</b>	Thank you for voting! appears after last contest (all shaded) NOT ALONE ON PAGE	
<b>Checklist</b>	Board member Signatures at end of ballot (back side)	N/A
<b>Checklist</b>	Members of the Board of Elections below signatures	
<b>Checklist</b>	March 16, 2021 below Members of the Board of Elections	

LETTER: \_\_\_\_\_ PROBLEM FOUND : \_\_\_\_\_

Dem Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee #: \_\_\_\_\_ Date: \_\_\_\_\_

Rep Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee #: \_\_\_\_\_ Date: \_\_\_\_\_

## (ii) Precinct Round



Ballot Proofing with PDF  
General Election Proofing Source  
FORMAT Round: 8 (COLOR)

Start Time: \_\_\_\_\_  
End Time: \_\_\_\_\_

Municipality: Mayfield Village

Formatting must be proofed against Ballot Layout Directive for all items  
(Spanish Translations Page) is the source document for all spanish translations

**56**

Source	English	Spanish
<b>Header</b>		
<b>Checklist</b>	Correct type of ballot Official Special Election Ballot	
<b>Checklist</b>	Correct county Cuyahoga County, Ohio	
<b>Checklist</b>	Correct election date March 16, 2021	
<b>Instructions</b>		
<b>Instr. to Voter</b>	Instructions to Voter header all shaded	N/A
	Correct spelling and formatting	
<b>Overall (part 1)</b>		
<b>Master District Report</b>	All precincts are accounted for (including all active splits)	N/A
<b>Master District Report</b>	Precincts listed on 4 corners of both sides of all sheets	N/A
<b>Master District Report / Active split list</b>	If applicable, correct split districts listed on all corners of both sides and portion (.01 or .02) of all sheets	N/A
<b>Checklist</b>	City/Ward/Precinct, split district and portion (.01 or .02) if applicable, printed on STUB A of all sheets (FRONT AND BACK)	N/A
<b>Checklist</b>	STUB A printed on stub (front side only all sheets)	N/A
<b>Checklist</b>	For Early in Person ballots - Warning: Ballot cannot be counted if this stub is removed SHOULD NOT be printed on STUB A (front side only)	
<b>Checklist</b>	For Early in Person ballots -EIP should be listed in top middle header and bottom footer of both sides and both sheets	N/A
<b>Checklist</b>	Consecutive Number: N - (blank space) printed on STUB A of all sheets (FRONT AND BACK)	N/A
<b>Checklist</b>	Sheet 1 printed in black box on STUB A (front side only of page 1)	N/A
<b>Issues</b>		
<b>Checklist</b>	City / Village of XXX of above first Issue	
<b>Checklist</b>	Correct order (smallest number first)	N/A
<b>Issues PDF</b>	Correct issue number and issue number appears only once (before English)	N/A
<b>Issues PDF</b>	Correct ballot language (including spelling and formatting)	
<b>Issues PDF</b>	Correct responses	
<b>Directive 2016-22 pg.2</b>	Issue Heading does not stand alone in column	
<b>Directive 2016-22 pg.2</b>	Spanish does not stand alone in column	
<b>Directive 2016-22 pg.2</b>	Responses do not stand alone in column	
<b>Overall (Part 2)</b>		
<b>BOE Show</b>	Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.	N/A
<b>Checklist</b>	Page numbers located to the right of the header are correct on all pages (page number of page total) Ex: Page 1 of 1 (Page 1 always shaded)	
<b>Checklist</b>	Thank you for voting! appears after last contest (all shaded) NOT ALONE ON PAGE	
<b>Checklist</b>	Board member Signatures at end of ballot (back side)	N/A
<b>Checklist</b>	Members of the Board of Elections below signatures	
<b>Checklist</b>	March 16, 2021 below Members of the Board of Elections	

LETTER: \_\_\_\_\_ PROBLEM FOUND : \_\_\_\_\_

Dem Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee #: \_\_\_\_\_ Date: \_\_\_\_\_

Rep Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee #: \_\_\_\_\_ Date: \_\_\_\_\_



(iii) Format Round



Ballot Proofing with PDF  
General Election Proofing Source  
FORMAT Round: # (COLORED)

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Municipality: Mayfield Village

Formatting must be proofed against Ballot Layout Directive for all items  
(Spanish Translations Page) is the source document for all spanish translations

**56**

Source	English	Spanish
<b>Header</b>		
Checklist	Correct type of ballot Official Special Election Ballot	
Checklist	Correct county Cuyahoga County, Ohio	
Checklist	Correct election date March 16, 2021	
<b>Instructions</b>		
Instr. to Voter	Instructions to Voter header all shaded	N/A
	Correct spelling and formatting	
<b>Overall (part 1)</b>		
Master District Report	All precincts are accounted for (including all active splits)	N/A
Master District Report	Precincts listed on 4 corners of both sides of all sheets	N/A
Master District Report / Active split list	If applicable, correct split districts listed on all corners of both sides and portion (.01 or .02) of all sheets	N/A
Checklist	City/Ward/Precinct, split district and portion (.01 or .02) if applicable, printed on STUB A of all sheets (FRONT AND BACK)	N/A
Checklist	STUB A printed on stub (front side only all sheets)	N/A
Checklist	For Early in Person ballots - Warning: Ballot cannot be counted if this stub is removed SHOULD NOT be printed on STUB A (front side only)	
Checklist	For Early in Person ballots -EIP should be listed in top middle header and bottom footer of both sides and both sheets	N/A
Checklist	Consecutive Number: N - (blank space) printed on STUB A of all sheets (FRONT AND BACK)	N/A
Checklist	Sheet 1 printed in black box on STUB A (front side only of page 1)	N/A
<b>Issues</b>		
Checklist	City / Village of XXX of above first issue	
Checklist	Correct order (smallest number first)	N/A
Issues PDF	Correct issue number and issue number appears only once (before English)	N/A
Issues PDF	Correct ballot language (including spelling and formatting)	
Issues PDF	Correct responses	
Directive 2016-22 pg.2	Issue Heading does not stand alone in column	
Directive 2016-22 pg.2	Spanish does not stand alone in column	
Directive 2016-22 pg.2	Responses do not stand alone in column	
<b>Overall (Part 2)</b>		
BOE Shell	Ballot formatting correct, e.g., shading, alignment, size, formatting, etc.	N/A
Checklist	Page numbers located to the right of the header are correct on all pages (page number of page total) Ex: Page 1 of 1 (Page 1 always shaded)	
Checklist	Thank you for voting! appears after last contest (all shaded) NOT ALONE ON PAGE	
Checklist	Board member Signatures at end of ballot (back side)	N/A
Checklist	Members of the Board of Elections below signatures	
Checklist	March 16, 2021 below Members of the Board of Elections	

LETTER: PROBLEM FOUND :

Dem Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee #: \_\_\_\_\_ Date: \_\_\_\_\_

Rep Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Employee #: \_\_\_\_\_ Date: \_\_\_\_\_

# Section 6.03 Audio Ballot Proofing Checklist

VOTE

CITY OF ALBUQUERQUE

BOARD OF ELECTIONS

BALLOT PDF with AUTOMARK TEST DECK

Election Report Proofing Source

Round: ONE

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

## Audio Ballot Proofing Checklist

- ☐ Verify there are two sets of the same precinct's ballots (one to insert into the AUTOMARK and one on paper to view as a source)
  - ☐ Insert one ballot into AUTOMARK
  - ☐ Turn AUTOMARK volume up (default volume is too low to hear)
  - ☐ Verify the audio matches the paper ballot
  - ☐ Verify the visual matches the paper ballot (including formatting e.g. text size, bold, underlines, etc.)
- PRECINCT: MAYFIELD VILLAGE -01A
- PAGE: 1 of 1
- RACES/ISSUE :
- ISSUE #1
- ISSUE #2
- PAGE: \_\_\_\_\_
- RACES/ISSUE :

**Note: The AUTOMARK audio and visual ballot should appear exactly the same as the paper ballot**

- This includes, but is not limited to:
- ☐ Municipality / Ward / Precinct (municipality pronounced in English on all ballots)
  - ☐ Political party
  - ☐ Instructions
  - ☐ Ballot headers
  - ☐ Candidate contest headers
  - ☐ Candidate names (use candidate pronunciation forms as source)
  - ☐ Issue headers
  - ☐ Issue text
  - ☐ Responses

VOTE

CITY OF ALBUQUERQUE

BOARD OF ELECTIONS

BALLOT PDF with AUTOMARK TEST DECK

Election Report Proofing Source

Round: ONE

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

English Errors (include specific contest or issue):

Start Time:	
End Time:	

Spanish Errors

Dem Print Name	Rep Print Name
Dem Signature	Rep Signature
Date:	Date:

# Section 6.04 Training Acknowledgement Forms



## TRAINING ACKNOWLEDGEMENT FORM

Procedure:	Proofing
Department:	Ballot Preparation & Tabulation
Training Type:	November 6, 2018 General Election
	Annual
	Election Date
	Training Date

(Select Option)

See Back I have received and been trained on the above procedure and I understand it. I attest I will comply with all parts including the sections related to the Ohio Revised Code, Secretary of State Directives, Advisories and Memorandums. I shall not disclose the count or any portion of the count of the ballots prior to the time of closing the polling locations.

I have received and been trained on the above noted procedure, however I did not understand it. I have been retrained and still do not understand the procedure. Therefore, I understand I am not authorized to participate in / complete the procedure. I shall not disclose the count or any portion of the count of the ballots prior to the time of closing the polling locations.

By signing below, the parties acknowledge they understand the selection they elected and agree to abide by its terms. The Division Manager retains the right to make a final decision on the employee's aptitude should the parties disagree.

Employee Name (print)	
Employee Signature:	Date 9/4/2018
Trainer Name (print)	Steven Machoukas
Trainer Signature:	Date 9/4/2018

Proofer and Trainer will initial below after each training process

Revised: 03.27.18



Example: Proofer Initials / Trainer Initials

- ☐ Candidates List v. PDF Source
- ☐ Precincts by District v. GIS District Reports
- ☐ Contests Table v. PDF/ PDF
- ☐ Candidates Table v. CPS Import Docs / PDF
- ☐ Precinct/Polis List v. Precincts/ Polis (ES)
- ☐ Poll Place Detail Report v. Precinct/Polis List
- ☐ Out of County Ballots v. PDF Proofing Source
- ☐ Ballot PDF's (STYLE ROUND) v. Proofing PDF
- ☐ Ballot PDF's (PRECINCT ROUND) v. Proofing PDF
- ☐ Ballot PDF's (FORMATTING ROUND) v. Proofing PDF
- ☐ Ballot PDF's (ISSUES ROUND) v. Proofing PDF
- ☐ AutoMARK Ballot Proofing v. Proofed Ballot PDFs
- ☐ DS200 Report v. Proofing PDF
- ☐ DS850 Report v. Proofing PDF
- ☐ ERM Reports v. Proofing PDF
- ☐ Test Deck Ballots v. Expected Results
- ☐ Web Results v. Election Reporting Manager
- ☐ Tenex Report v. Proofing PDF
- ☐ Election Night Reporting v. TENEX Script
- ☐ Remote Marking Program v. Ballot PDF
- ☐ Voted Vault Labels v. Precinct/Polis
- ☐ Unvoted Vault Labels v. Precinct/Polis
- ☐ Unofficial Results v. Recount Directive
- ☐ Official Results v. Recount Directive
- ☐ v.
- ☐ v.
- ☐ v.
- ☐ v.

Revised: 03.27.18

**PRECINCTS BY DISTRICT PROOFING CHECKLIST (CAPTURE)**

**SOURCE = PRECINCT - DISTRICT VERIFICATION REPORT (GIS) AND ACTIVE SPLIT LIST**

\_\_\_\_\_  
COUNTYWIDE DISTRICT

(DISTRICT TYPE)

☐ Correct Header appears at the top of the report

☐ Election Date / Election Type

☐ Election Date

Cuyahoga County, Ohio

☐ Correct precincts appear under respective districts (including active split portions)

☐ Inactive splits are combined, i.e., they will not appear as a split precinct

☐ All precincts appear in alphabetical order

☐ All split portions are in numerical order

**PROBLEMS:**

LETTER

PROBLEM

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTINUE ON BACK**

\_\_\_\_\_  
Dem Print Name      #

\_\_\_\_\_  
Rep Print Name    #

\_\_\_\_\_  
Dem Signature

\_\_\_\_\_  
Rep Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



### PROBLEMS:

## LETTER

## PROBLEM

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. On the left side, there is a vertical strip where the paper appears to be bound or folded, showing some texture and slight shadowing. The overall appearance is that of a clean, unused piece of stationery or notebook paper.

**CONTESTS PROOFING CHECKLIST (CAPTURE):**

**SOURCE = IMPORT REPORT (CPS)**

- ☐ Contest Title is correct
- ☐ Contest Type is correct
  - ☐ Standard for candidate races
  - ☐ Question for issues
- ☐ Party is correct
- ☐ District Type and District is correct
- ☐ Contest Long Name matches the Contest Title with no duplication of information.
- ☐ Vote for quantity is correct
- ☐ Write-in quantity is correct
- ☐ Rotation setting is correct
  - ☐ Standard Candidate Rotation >1 for candidate races
  - ☐ No Rotation for issues
- ☐ Contest Short Name matches first 3 letters of Political Party + Contest Long Name and Contest Title
- ☐ Number of candidates is correct
- ☐ Additional text fields are correct (proper name of contest)
- ☐ Thank you for voting! Appears and is formatted correctly.

Please mark on document and flag page.

LIST PROBLEMS ON BACK

\_\_\_\_\_  
Dem Print Name

\_\_\_\_\_  
Rep Print Name

\_\_\_\_\_  
Dem Signature

\_\_\_\_\_  
Rep Signature

\_\_\_\_\_  
Date

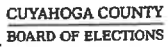
\_\_\_\_\_  
Date

2/19/2014

Start Time:

JCULEK

End Time:



Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

End Time: \_\_\_\_\_

[illegible]

2/19/2014

Start Time:

JCULEK

End Time:

**CANDIDATES PROOFING CHECKLIST (CAPTURE):**

**SOURCE = IMPORT REPORT (CPS) / PROOFING PDF**

- ☐ Candidate order is correct (within [partisan] contest)
- ☐ Candidates appear under their respective contest
  - ☐ Write-in's should be listed as such
- ☐ Spelling of name is correct
- ☐ Party is correct
- ☐ Vote for quantity is correct
- ☐ Candidate Type is correct
  - ☐ Standard for candidate races
  - ☐ Referendum Response for issues
  - ☐ Write-in for write-ins
- ☐ Rotate setting is correct
  - ☐ True for candidate races
  - ☐ False for Write-In and issues

- ☐ Issue order is correct (affirmative response first)

Please mark on document and flag page.

LIST PROBLEMS ON BACK

\_\_\_\_\_  
Dem Print Name

\_\_\_\_\_  
Rep Print Name

\_\_\_\_\_  
Dem Signature

\_\_\_\_\_  
Rep Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### Election Report Proofing Source

Round: 1 ONE (WHITE)

End Time: \_\_\_\_\_

### PROBLEMS:

LETTER

## PROBLEM

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. On the left side, there is a vertical strip of darker material, possibly a binding or a piece of tape, which appears as a series of short, dark horizontal segments. The rest of the page is blank, with no writing or other markings.

**POLL PLACE DETAIL PROOFING CHECKLIST (CAPTURE):**

**SOURCE = PRECINCTS AND POLLS (ES) – SORTED BY POLL & PRECINCT / DS200 ALLOCATION**

**POLLING LOCATIONS SECTION**

- ☐ **Correct Header appears at the top of the report**
  - o Election Date /Election Type
  - o Election Date Cuyahoga County, Ohio
- ☐ **Polling Location Names appear in alphabetical order**
- ☐ **Poll Place Names are spelled correctly**
  - o NOTE: There is a field limitation and abbreviations may be used, but they must be accurate
- ☐ **Poll Place Names are all unique**
- ☐ **Precinct Names are assigned to correct Poll Place Name**
  - o If there are active split precinct portions, they must both be assigned to the Poll Place
- ☐ **The numbers at the end of the Poll Place Name are accurate (X/Y)**
  - o X is the unique identifier for the Poll Place Name and they must be in numerical order
  - o Y is the number of precincts assigned to the Polling Place Name
    - Splits are added together to count as 1 precinct
  - o Refer to Consolidated Location Source for Correct (X/Y) for the Larger Locations
- ☐ **All polling locations appear**

**ALL PRECINCTS SECTION**

- ☐ **All precincts are assigned as Poll Place Name: ALL-ED**
  - o If there are active split precinct portions, they must all be assigned to the Poll Place

**ELECTION DAY ALL PRECINCTS SECTION**

- ☐ **All precincts are assigned as Poll Place Name: ED ALL**
  - o If there are active split precinct portions, they must all be assigned to the Poll Place

**EARLY IN PERSON VOTE-BY-MAIL ALL PRECINCTS SECTION**

- ☐ **All precincts are assigned as Poll Place Name: EIP ALL**
  - o If there are active split precinct portions, they must all be assigned to the Poll Place

Dem Print Name \_\_\_\_\_

Rep Print Name \_\_\_\_\_

Dem Signature \_\_\_\_\_

Rep Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**PROBLEMS:**  
  
**SEE BACK  
PAGE**

7.18.2019 8:45am

SMACHOUKAS



### PROBLEMS:

## LETTER

## PROBLEM

[illegible]

7.18.2019 8:45am

SMACHOUKAS

### Candidate List with Proofing PDF (Candidate's Petitions)

Start Time: \_\_\_\_\_

## Election Report Proofing

End Time: \_\_\_\_\_

## PROOFING PDF v. Candidates List:

- ☐ Candidate petition appears with the Name as it appears on Ballot line is clearly filled and that the name is spelled correctly on the Candidate's List
  - If the candidates name is spelled incorrectly notify Candidate & Petition Services to correct the list
  - If candidates name is not clear mark which petition is in question.
  - If no petition is found mark which candidate is missing.
    - If Candidate Withdrawn appears on the Candidates list, then no petition should be available.
  - If Write-in appears on the Candidate's List then in place of a petition you should find a Declaration of Intent to be a Write-In Candidate
- ☐ Ensure order of petitions is consistent with the Candidates List.

### PROBLEMS:

## LETTER

## PROBLEM

**CONTINUE ON BACK**

Dem Print Name

Rep Print Name

Dem Signature

Rep Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

End Time: \_\_\_\_\_

Steven W. Machoukas v:\Ballot Services\Procedures\Current Procedures\2\_Proofing\Proofing Policy\Checklist\Candidate's List v. PROOFING PDF  
Checklist.docx 8/28/2019 9:45:41 AM

## ERM Report (EL45 & EL45A) Proofing Checklist

### EL45A

#### STATISTICS & PARTY PAGES

- ☐ Election Date correct: February 23, 2021
- ☐ Recall Election
- ☐ Election Title Correct: Special Election
- ☐ County Title Correct: Cuyahoga County, OH
- ☐ Party Title correct (if applicable)
- ☐ PRECINCTS COUNTED (1 OF 1) correct
- ☐ Candidate race titles correct without duplicate information.
- ☐ (VOTE FOR) phrase and number to vote for correct.
- ☐ Correct candidate names appear and are spelled correctly
- ☐ All candidates appear
- ☐ Issue numbers correct
- ☐ Issue summaries accurate with no duplicate information
- ☐ All issue summaries are unique
- ☐ Issue responses correct
- ☐ All issues appear
- ☐ 6 categories appear: ED, VBM, EIP, , POST ED, POST ABS, PROV
- ☐ All results are 0

### EL45

- ☐ Election Date correct: February 23, 2021
- ☐ Election Title Correct: Recall Election
- ☐ County Title Correct: Cuyahoga County
- ☐ All contests appear (use EL45A as source)
- ☐ Party Title correct (if applicable)
- ☐ All results are 0

Dem Print Name \_\_\_\_\_

Rep Print Name \_\_\_\_\_

Dem Signature \_\_\_\_\_

Rep Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**DS200 Report Proofing Checklist**

**SOURCE = PDF PROOFING BINDER**

- ☐ County correct: Cuyahoga County, Ohio
- ☐ Election date and type correct: November 3, 2020 General Election
- ☐ Election date line correct:: November 3, 2020
- ☐ Race headers correct
  - ☐ Not truncated in an incorrect way
  - ☐ No duplicate information
  - ☐ Judicial races must include complete date
- ☐ Vote for number correct
- ☐ Correct candidate names appear and spelled correctly
  - ☐ Parties will divide the tape
- ☐ All candidates appear
- ☐ Issue numbers correct
- ☐ Issue title accurate
  - ☐ Not truncated in an incorrect way
  - ☐ No duplicate information
- ☐ All issue titles are unique
- ☐ Issue responses correct
- ☐ All issues appear
- ☐ Certification Section appear

**PROBLEMS:**

\_\_\_\_\_  
Dem Print Name

\_\_\_\_\_  
Rep Print Name

\_\_\_\_\_  
Dem Signature

\_\_\_\_\_  
Rep Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





PDF Source with DS200 Receipt Tape  
... Election Report Proofing Source  
Round:      # (COLOR)

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

### PROBLEMS:

## LETTER

## PROBLEM

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. On the left side, there is a vertical margin consisting of short, horizontal dashes. At the bottom center of the page, there is a small number '3'.

**DS850 REPORT PROOFING CHECKLIST:**

**SOURCE = PROOFING BINDER PDF**

- ☐ County Correct: Cuyahoga County, Ohio
- ☐ Election Date and Type Correct: November 3, 2020 General Election
- ☐ Election Date correct: 11/3/2020
- ☐ Candidate race titles correct without duplicate information
- ☐ Vote for phrase correct
- ☐ Correct candidate names appear and are correctly spelled.
- ☐ All candidates appear in alphabetical order
- ☐ Issue number correct
- ☐ Issue summary accurate
- ☐ Issue summary is unique without duplicate information.
- ☐ Issue responses correct
- ☐ All Issues appear

PROBLEMS:

\_\_\_\_\_  
Dem Print Name

\_\_\_\_\_  
Rep Print Name

\_\_\_\_\_  
Dem Signature

\_\_\_\_\_  
Rep Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### PROBLEMS:

## LETTER

## PROBLEM

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. On the left side, there is a vertical margin line, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document. There is no handwriting or printed text on the page.

# February 23, 2021 Recall Election Official Canvass Certification Data

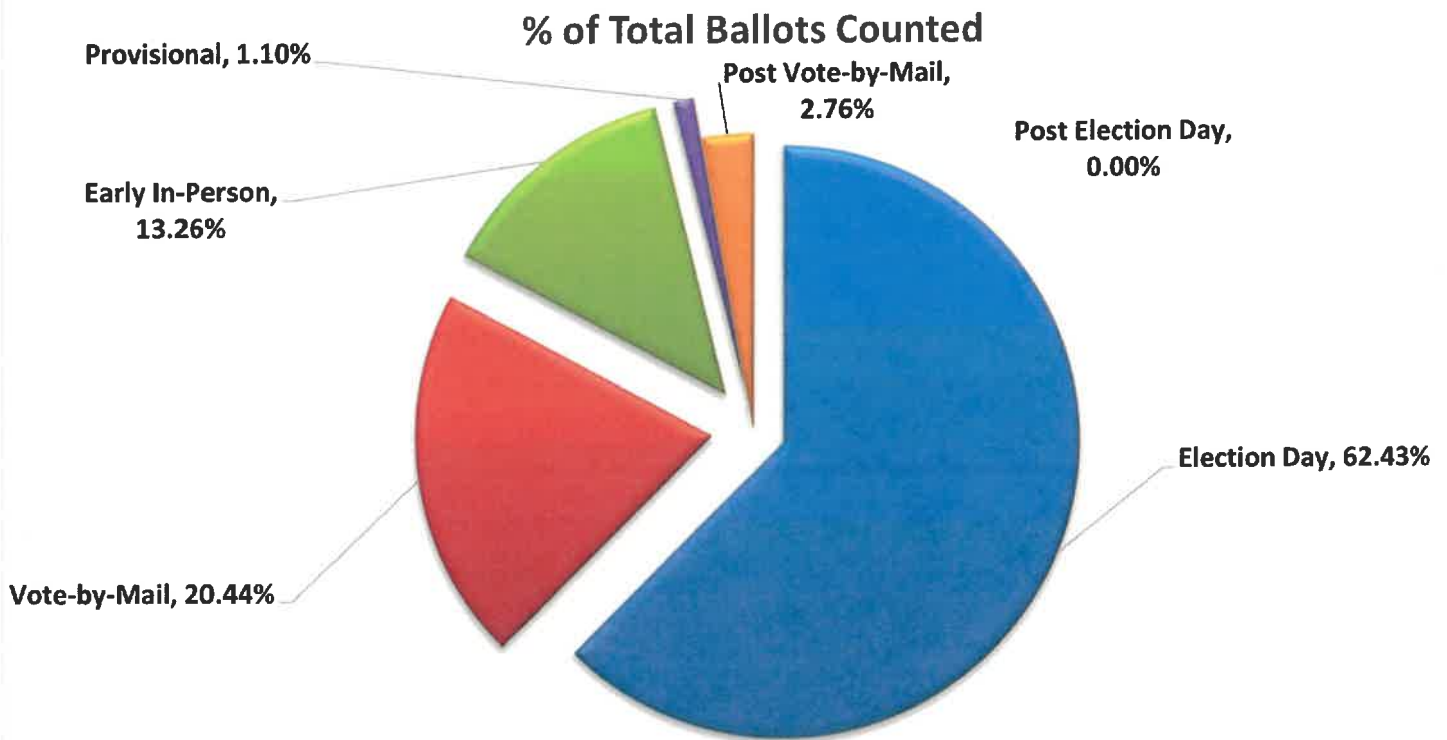
## FINAL RESULTS

Official Election Results for the February 23, 2021 Recall Election are attached to the Election Summary Report.

## SUMMARY OF OFFICIAL CANVASS

There were a total of 181 ballots tabulated for the February 23, 2021 Recall Election. Below is a breakdown of the ballots counted by category and a percentage of the total vote by category.

Category	Ballots Cast	% of Total Ballots Counted
<b><i>Election Day</i></b>	113	62.43%
<b><i>Vote-by-Mail</i></b>	37	20.44%
<b><i>Early In-Person</i></b>	24	13.26%
<b><i>Provisional</i></b>	2	1.10%
<b><i>Post Election Day</i></b>	0	0.00%
<b><i>Post Vote-By-Mail</i></b>	5	2.76%
<b>Total</b>	<b>181</b>	

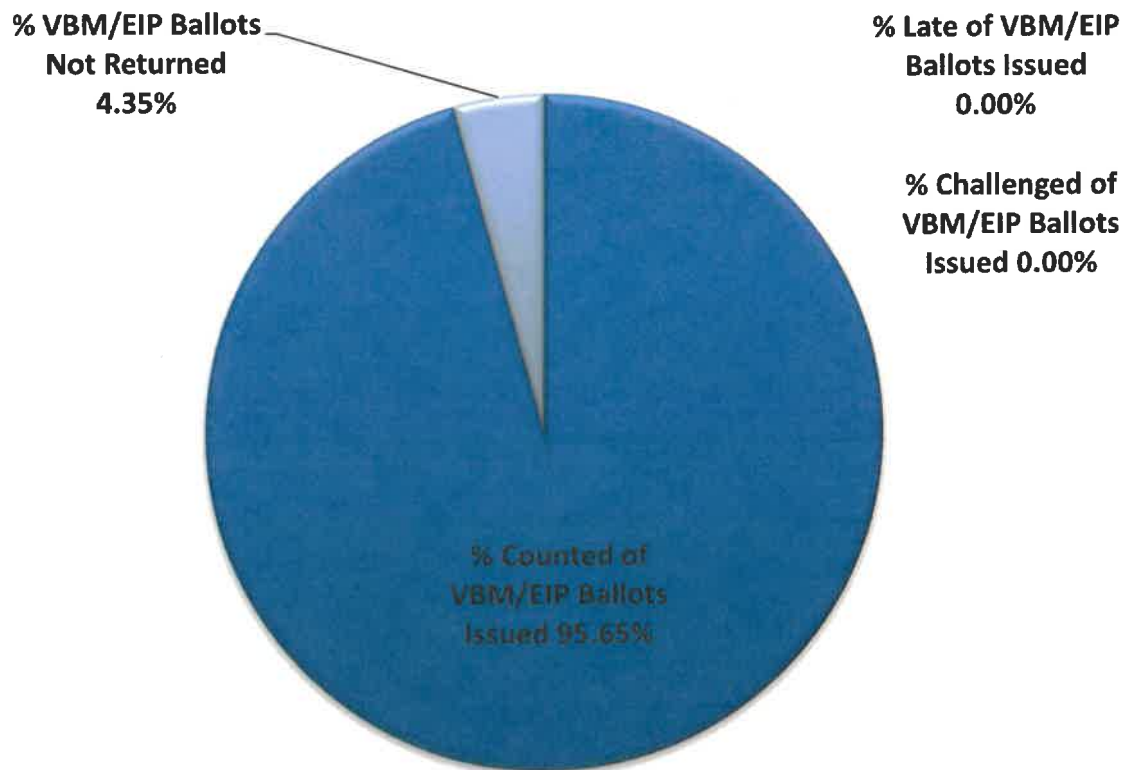


## VOTE-BY-MAIL/EARLY IN-PERSON SUMMARY

VBM/EIP Data	Vote by Mail	Early In-Person	Military and Overseas	Total
Issued	44	24	1	69
Returned and Counted	41	24	1	66
Challenged	0	0	0	-
Returned Late	0	0	0	-
Not Returned	3	0	0	3

VBM/EIP Data - Challenge Rate	
Overall Return Rate	95.65%
Challenge Rate (Total)	0.00%
Challenge Rate (Late Removed)	0.00%

### VBM/EIP Returns



## PROVISIONAL VOTING SUMMARY

A total of 2 Provisional Ballots were cast during the February 23, 2021 Recall Election. There were 2 on Election Day at polling locations and 0 during Early In-Person Voting. Of those ballots, 2 (100.00%) were valid and tabulated by the Ballot Department. There were 0 invalid Provisional Ballots, resulting in a 0.0% rejection rate for this election.

Provisional Data		
Total Provisional Ballots Cast	2	
Valid Provisional Ballots	2	100.00%
Wrong Precinct, Correct Location of Valid Provisionals	0	0.00%
Rejected Provisional Ballots	0	0.00%

## BALLOT REMAKES

During the election, 1 ballot sheet was processed in accordance with the CCBOE Remake Policy (approved by the Board on May 17, 2013). The overall remake rate for this election was 2.273%. Excluding UOCAVA & Voted For Ineligible Contest, the remake rate for this election was 0.0%.

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

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

Category	Remake Count	Percent of Total
Unofficial Canvass	-	0.00%
Official Canvass	1	100.00%
<b>Total</b>	<b>1</b>	<b>100.00%</b>

Category	Remakes Removed	Remake Rate
Regular VBM & Provisional Ballot Scanning	-	0.000%
UOCAVA & Voted for Ineligible Contest	1	2.273%
<b>Total</b>	<b>1</b>	<b>2.273%</b>



## OVER VOTES

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

## VOTER HISTORY / BALLOT RECONCILIATION

One (1) precinct was involved in this election. Voter History will be completed after the results are certified.

Ballot Reconciliation is currently being conducted.

## RECOUNTS

There are no automatic recounts for this election.

The requested recount deadline is Wednesday, March 17<sup>th</sup> at 4:00 PM.

## AUDIT

The post-election audit will be conducted beginning Monday, March 29<sup>th</sup> at 9:00 AM.

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

## SUMMARY REPT-GROUP DETAIL

February 23, 2021  
Recall Election  
Cuyahoga County, Ohio

## Official Results

Run Date:03/08/21 10:42 AM

	TOTAL VOTES	%	ED	VBM	EIP	POST ED	POST VBM	PROV
PRECINCTS COUNTED (OF 1)	1	100.00						
REGISTERED VOTERS - TOTAL	489							
BALLOTS CAST - TOTAL	181		113	37	24	0	5	2
BALLOTS CAST - BLANK	0		0	0	0	0	0	0
VOTER TURNOUT - TOTAL		37.01						
VOTER TURNOUT - BLANK								
1 - Lisa A. Brockwell Continue Council								
(VOTE FOR) 1								
Yes	83	46.11	60	17	6	0	0	0
No.	97	53.89	52	20	18	0	5	2
Over Votes	0		0	0	0	0	0	0
Under Votes	1		1	0	0	0	0	0
2 - Jennifer Mitchell Earley Continue Council								
(VOTE FOR) 1								
Yes	80	44.44	57	17	6	0	0	0
No.	100	55.56	55	20	18	0	5	2
Over Votes	0		0	0	0	0	0	0
Under Votes	1		1	0	0	0	0	0
3 - Glenda Todd Miller Continue Council								
(VOTE FOR) 1								
Yes	86	47.51	61	18	6	0	1	0
No.	95	52.49	52	19	18	0	4	2
Over Votes	0		0	0	0	0	0	0
Under Votes	0		0	0	0	0	0	0
4 - Craig D. Wade Continue Council								
(VOTE FOR) 1								
Yes	88	49.16	64	17	6	0	1	0
No.	91	50.84	48	19	18	0	4	2
Over Votes	0		0	0	0	0	0	0
Under Votes	2		1	1	0	0	0	0

Election Summary      February 23, 2021  
 Run Date:03/08/21      Recall Election  
 RUN TIME:10:41 AM      Cuyahoga County, Ohio

## Official Results

## VOTES PERCENT

PRECINCTS COUNTED (OF 1)	1	100.00
REGISTERED VOTERS - TOTAL	489	
BALLOTS CAST - TOTAL	181	
BALLOTS CAST - BLANK	0	
VOTER TURNOUT - TOTAL		37.01
VOTER TURNOUT - BLANK		

## 1 - Lisa A. Brockwell Continue Council

(VOTE FOR) 1

Yes	83	46.11
No.	97	53.89
Over Votes	0	
Under Votes	1	

## 2 - Jennifer Mitchell Earley Continue Council

(VOTE FOR) 1

Yes	80	44.44
No.	100	55.56
Over Votes	0	
Under Votes	1	

## 3 - Glenda Todd Miller Continue Council

(VOTE FOR) 1

Yes	86	47.51
No.	95	52.49
Over Votes	0	
Under Votes	0	

## 4 - Craig D. Wade Continue Council

(VOTE FOR) 1

Yes	88	49.16
No.	91	50.84
Over Votes	0	
Under Votes	2	



**CUYAHOGA COUNTY**  

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**BOARD OF ELECTIONS**

**February 23, 2021 Recall Election  
Pre & Post Test Results**

1 Sign Off Sheet

2 Expected Results

3 Initial Zero Reports

4 Results Reports

5 Conclusion Zero Reports



# CUYAHOGA COUNTY BOARD OF ELECTIONS

## February 23, 2021 Recall Election

Election Pre & Post Test Acknowledgement Form – Results

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Jeff Hastings

---

Inajo Davis Chappell

---

David J. Wondolowski

---

Lisa Stickan

## SUMMARY REPORT

March 16, 2021  
Special Election  
Cuyahoga County, Ohio

Expected Results

Run Date:03/10/21 02:01 PM

Report EL45

Page 001

## VOTES PERCENT

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

## 1 - Mayfield Village Charter Amendment - Council Terms

(VOTE FOR) 1

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

## 2 - Mayfield Village Charter Amendment - Mayor Terms

(VOTE FOR) 1

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



## Election Summary

February 23, 2021  
Recall Election  
Cuyahoga County, Ohio

Unofficial Pre Test 01

Run Date:02/23/21 06:29 PM

Report EL45

Page 001

## VOTES PERCENT

PRECINCTS COUNTED (OF 1)	0
REGISTERED VOTERS - TOTAL	489
BALLOTS CAST - TOTAL	0
BALLOTS CAST - BLANK	0

## 1 - Lisa A. Brockwell Continue Council

(VOTE FOR) 1

Yes	0
No.	0
Over Votes	0
Under Votes	0

## 2 - Jennifer Mitchell Earley Continue Council

(VOTE FOR) 1

Yes	0
No.	0
Over Votes	0
Under Votes	0

## 3 - Glenda Todd Miller Continue Council

(VOTE FOR) 1

Yes	0
No.	0
Over Votes	0
Under Votes	0

## 4 - Craig D. Wade Continue Council

(VOTE FOR) 1

Yes	0
No.	0
Over Votes	0
Under Votes	0

Run Date:02/23/21 08:35 PM

Report EL45

Page 001

## VOTES PERCENT

PRECINCTS COUNTED (OF 1)	0
REGISTERED VOTERS - TOTAL	489
BALLOTS CAST - TOTAL	0
BALLOTS CAST - BLANK	0

## 1 - Lisa A. Brockwell Continue Council

(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

## 2 - Jennifer Mitchell Earley Continue Council

(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

## 3 - Glenda Todd Miller Continue Council

(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

## 4 - Craig D. Wade Continue Council

(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

## Election Summary

February 23, 2021  
Recall Election  
Cuyahoga County, Ohio

Official Pre Test 01

Run Date:03/08/21 10:33 AM

Report EL45

Page 001

## VOTES PERCENT

PRECINCTS COUNTED (OF 1)	0
REGISTERED VOTERS - TOTAL	489
BALLOTS CAST - TOTAL	0
BALLOTS CAST - BLANK	0

## 1 - Lisa A. Brockwell Continue Council

(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

## 2 - Jennifer Mitchell Earley Continue Council

(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

## 3 - Glenda Todd Miller Continue Council

(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

## 4 - Craig D. Wade Continue Council

(VOTE FOR) 1

Yes	0
No	0
Over Votes	0
Under Votes	0

Run Date:03/10/21 01:52 PM

Report EL45 Page 001

VOTES PERCENT

PRECINCTS COUNTED (OF 1)	. . . . .	0
REGISTERED VOTERS - TOTAL	. . . . .	489
BALLOTS CAST - TOTAL	. . . . .	0
BALLOTS CAST - BLANK	. . . . .	0

1 - Lisa A. Brockwell Continue Council

(VOTE FOR) 1

Yes	. . . . .	0
No.	. . . . .	0
Over Votes	. . . . .	0
Under Votes	. . . . .	0

2 - Jennifer Mitchell Earley Continue Council

(VOTE FOR) 1

Yes	. . . . .	0
No.	. . . . .	0
Over Votes	. . . . .	0
Under Votes	. . . . .	0

3 - Glenda Todd Miller Continue Council

(VOTE FOR) 1

Yes	. . . . .	0
No.	. . . . .	0
Over Votes	. . . . .	0
Under Votes	. . . . .	0

4 - Craig D. Wade Continue Council

(VOTE FOR) 1

Yes	. . . . .	0
No.	. . . . .	0
Over Votes	. . . . .	0
Under Votes	. . . . .	0

Run Date:02/23/21 06:31 PM

Report EL45 Page 001

## VOTES PERCENT

PRECINCTS COUNTED (OF 1)	1	100.00
REGISTERED VOTERS - TOTAL	489	
BALLOTS CAST - TOTAL	28	
BALLOTS CAST - BLANK	4	14.29
VOTER TURNOUT - TOTAL		5.73
VOTER TURNOUT - BLANK		.82

## 1 - Lisa A. Brockwell Continue Council

(VOTE FOR) 1

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

## 2 - Jennifer Mitchell Earley Continue Council

(VOTE FOR) 1

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

## 3 - Glenda Todd Miller Continue Council

(VOTE FOR) 1

Yes	12	60.00
No.	8	40.00
Over Votes	4	
Under Votes	4	

## 4 - Craig D. Wade Continue Council

(VOTE FOR) 1

Yes	8	40.00
No.	12	60.00
Over Votes	4	
Under Votes	4	

## Election Summary

February 23, 2021  
Recall Election  
Cuyahoga County, Ohio

Unofficial Post Test

Run Date:02/23/21 08:36 PM

Report EL45

Page 001

## VOTES PERCENT

PRECINCTS COUNTED (OF 1)	1	100.00
REGISTERED VOTERS - TOTAL	489	
BALLOTS CAST - TOTAL	28	
BALLOTS CAST - BLANK	4	14.29
VOTER TURNOUT - TOTAL		5.73
VOTER TURNOUT - BLANK		.82

1 - Lisa A. Brockwell Continue Council  
(VOTE FOR) 1

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

2 - Jennifer Mitchell Earley Continue Council  
(VOTE FOR) 1

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

3 - Glenda Todd Miller Continue Council  
(VOTE FOR) 1

Yes	12	60.00
No.	8	40.00
Over Votes	4	
Under Votes	4	

4 - Craig D. Wade Continue Council  
(VOTE FOR) 1

Yes	8	40.00
No.	12	60.00
Over Votes	4	
Under Votes	4	



Run Date:03/08/21 10:35 AM

Report EL45

Page 001

## VOTES PERCENT

PRECINCTS COUNTED (OF 1)	1	100.00
REGISTERED VOTERS - TOTAL	489	
BALLOTS CAST - TOTAL	28	
BALLOTS CAST - BLANK	4	14.29
VOTER TURNOUT - TOTAL		5.73
VOTER TURNOUT - BLANK		.82

## 1 - Lisa A. Brockwell Continue Council

(VOTE FOR) 1

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

## 2 - Jennifer Mitchell Earley Continue Council

(VOTE FOR) 1

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

## 3 - Glenda Todd Miller Continue Council

(VOTE FOR) 1

Yes	12	60.00
No.	8	40.00
Over Votes	4	
Under Votes	4	

## 4 - Craig D. Wade Continue Council

(VOTE FOR) 1

Yes	8	40.00
No.	12	60.00
Over Votes	4	
Under Votes	4	

Run Date:03/10/21 01:55 PM

Report EL45

Page 001

## VOTES PERCENT

PRECINCTS COUNTED (OF 1)	1	100.00
REGISTERED VOTERS - TOTAL	489	
BALLOTS CAST - TOTAL	28	
BALLOTS CAST - BLANK	4	14.29
VOTER TURNOUT - TOTAL		5.73
VOTER TURNOUT - BLANK		.82

## 1 - Lisa A. Brockwell Continue Council

(VOTE FOR) 1

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

## 2 - Jennifer Mitchell Earley Continue Council

(VOTE FOR) 1

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

## 3 - Glenda Todd Miller Continue Council

(VOTE FOR) 1

Yes	12	60.00
No.	8	40.00
Over Votes	4	
Under Votes	4	

## 4 - Craig D. Wade Continue Council

(VOTE FOR) 1

Yes	8	40.00
No.	12	60.00
Over Votes	4	
Under Votes	4	

Run Date:02/23/21 06:31 PM

Report EL45 Page 001

## VOTES PERCENT

PRECINCTS COUNTED (OF 1)	. . . . .	0
REGISTERED VOTERS - TOTAL	. . . . .	489
BALLOTS CAST - TOTAL	. . . . .	0
BALLOTS CAST - BLANK	. . . . .	0

## 1 - Lisa A. Brockwell Continue Council

(VOTE FOR) 1

Yes	. . . . .	0
No.	. . . . .	0
Over Votes	. . . . .	0
Under Votes	. . . . .	0

## 2 - Jennifer Mitchell Earley Continue Council

(VOTE FOR) 1

Yes	. . . . .	0
No.	. . . . .	0
Over Votes	. . . . .	0
Under Votes	. . . . .	0

## 3 - Glenda Todd Miller Continue Council

(VOTE FOR) 1

Yes	. . . . .	0
No.	. . . . .	0
Over Votes	. . . . .	0
Under Votes	. . . . .	0

## 4 - Craig D. Wade Continue Council

(VOTE FOR) 1

Yes	. . . . .	0
No.	. . . . .	0
Over Votes	. . . . .	0
Under Votes	. . . . .	0

Run Date:02/23/21 08:36 PM

Report EL45 Page 001

## VOTES PERCENT

PRECINCTS COUNTED (OF 1)	0
REGISTERED VOTERS - TOTAL	489
BALLOTS CAST - TOTAL	0
BALLOTS CAST - BLANK	0

## 1 - Lisa A. Brockwell Continue Council

(VOTE FOR) 1

Yes	0
No.	0
Over Votes	0
Under Votes	0

## 2 - Jennifer Mitchell Earley Continue Council

(VOTE FOR) 1

Yes	0
No.	0
Over Votes	0
Under Votes	0

## 3 - Glenda Todd Miller Continue Council

(VOTE FOR) 1

Yes	0
No.	0
Over Votes	0
Under Votes	0

## 4 - Craig D. Wade Continue Council

(VOTE FOR) 1

Yes	0
No.	0
Over Votes	0
Under Votes	0

Run Date:03/08/21 10:36 AM

Report EL45 Page 001

	VOTES	PERCENT
PRECINCTS COUNTED (OF 1)	0	
REGISTERED VOTERS - TOTAL	489	
BALLOTS CAST - TOTAL	0	
BALLOTS CAST - BLANK	0	
1 - Lisa A. Brockwell Continue Council		
(VOTE FOR) 1		
Yes	0	
No.	0	
Over Votes	0	
Under Votes	0	
2 - Jennifer Mitchell Earley Continue Council		
(VOTE FOR) 1		
Yes	0	
No.	0	
Over Votes	0	
Under Votes	0	
3 - Glenda Todd Miller Continue Council		
(VOTE FOR) 1		
Yes	0	
No.	0	
Over Votes	0	
Under Votes	0	
4 - Craig D. Wade Continue Council		
(VOTE FOR) 1		
Yes	0	
No.	0	
Over Votes	0	
Under Votes	0	

	VOTES	PERCENT
PRECINCTS COUNTED (OF 1)	0	
REGISTERED VOTERS - TOTAL	489	
BALLOTS CAST - TOTAL	0	
BALLOTS CAST - BLANK	0	

1 - Lisa A. Brockwell Continue Council  
(VOTE FOR) 1

Yes	0
No.	0
Over Votes	0
Under Votes	0

2 - Jennifer Mitchell Earley Continue Council  
(VOTE FOR) 1

Yes	0
No.	0
Over Votes	0
Under Votes	0

3 - Glenda Todd Miller Continue Council  
(VOTE FOR) 1

Yes	0
No.	0
Over Votes	0
Under Votes	0

4 - Craig D. Wade Continue Council  
(VOTE FOR) 1

Yes	0
No.	0
Over Votes	0
Under Votes	0



## Agenda Item #3:

Acknowledgement of the date, time, and place of the post-election audit for the February 23, 2021 Recall Election and random selection of contest to be included in the audit.

February 23, 2021 Recall Election  
Audit Selection

Number	Race
1	1 - Lisa A. Brockwell Continue Council
2	2 - Jennifer Mitchell Earley Continue Council
3	3 - Glenda Todd Miller Continue Council
4	4 - Craig D. Wade Continue Council



**Certification of Candidates to the May 4, 2021 Primary Election**

<u>Office</u>	<u>Name</u>	<u>Last Name</u>	<u>Party</u>
Berea Council at Large	Anthony Leon	Alexander	NP
Berea Council at Large	Mary K.	Brown	NP
Berea Council at Large	Bernadette	Butler	NP
Berea Council at Large	Daune	Jaynes	NP
Berea Council at Large	Gene	Zacharyasz	NP

MAR 8 AM 11:49



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

<u>Office</u>	<u>Name</u>	<u>Last Name</u>	<u>Party</u>
Berea President of Council	Jay T.	Hairston	NP
Berea President of Council	Jim	Maxwell	NP
Berea Member of Council Ward 1	Leon R.	Dozier Sr.	NP
Berea Member of Council Ward 1	Jonathan	Montag	NP
Berea Member of Council Ward 2	Christopher	McManis	NP
Berea Member of Council Ward 3	Lisa J.	Weaver	NP
Berea Member of Council Ward 4	Erika	Coble	NP
Berea Member of Council Ward 4	Kim	Smith	NP
Berea Member of Council Ward 5	Rick	Skoczen	NP

MAR 8 AM 11:48



# CUYAHOGA COUNTY BOARD OF ELECTIONS

**Jeff Hastings**  
Chairman


**Inajo Davis Chappell**  
Member

**Lisa M. Stickan**  
Member

**David J. Wondolowski**  
Member

**Anthony W. Perlatti**  
Director

## Memorandum

**To:** Board Members  
**Cc:** Anthony W. Perlatti, Director  
**From:** Kendra Zusy, Fiscal Services Manager   
**Date:** March 12, 2021  
**Re:** Voter Information Guide May 4, 2021 Primary Election

---

The plan is to mail out a Voter Information Guide to all registered voters for the May 4, 2021 Primary Election—approximately 214,400 voters.

The Voter Information Guide includes the following information:

- Specific information regarding public health protection, including sanitizing and social distancing guidelines related to COVID-19 protocols;
- How to request a Vote-By-Mail application;
- Early voting dates and hours at the Board of Elections;
- The voter's Election Day poll location and voting hours;
- Identification requirements for voting on Election Day;

Early In-Person voting begins on Tuesday, April 6, 2021. The voter information guide will be mailed approximately one week before early voting begins.

We have solicited the Cuyahoga County Print Shop to assist us with printing and mailing.

Postage will cost \$0.09 per piece or approximately \$19,296.00 plus printing.

# Your official election information

## May 4, 2021 Primary Election

### Important Election Information

#### Primary Election

- During Early In-Person and Election Day voting, the Board of Elections will utilize health and safety measures to protect voters and election workers.
- Safety measures will include wearing masks and face shields, routinely cleaning all frequently touched surfaces, and practicing social distancing.
- Please note that social distancing may extend the length of the lines on Election Day.

You can look up your sample ballot on our website [www.443vote.us](http://www.443vote.us).

### Voting before Election Day

#### Voting by Mail

**All voters can vote from home!**

Avoid the lines, take your time researching what is on your ballot, and vote from the comfort of your own home.



**Voting from home is easy!**

- 1 Submit a ballot application to vote from home. You can print or request an application online at [www.443vote.us](http://www.443vote.us) or by calling **216-443-VOTE (8683)**.
  - 2 We will mail your ballot to you with a return envelope.
  - 3 Vote your ballot and return it before Election Day.
- ! Use the **Track My Ballot** tool on our website to track your ballot application and ballot throughout the process!

#### Voting at the Board of Elections

We are located at 2925 Euclid Avenue in Cleveland. Voting dates and hours are below:



**Weekdays Apr. 6 - Apr. 23 8 a.m. to 5 p.m.**

**Weekdays Apr. 26 - Apr. 30 8 a.m. to 7 p.m.**

**Saturday May 1 8 a.m. to 4 p.m.**

**Sunday May 2 1 p.m. to 5 p.m.**

**Monday May 3 8 a.m. to 2 p.m.**



**CUYAHOGA COUNTY**  
**BOARD OF ELECTIONS**

2925 Euclid Avenue  
Cleveland, OH 44115

NONPROFIT  
U.S. POSTAGE  
PAID  
CLEVELAND, OHIO  
PERMIT NO. 3452

### Voting on Election Day

**Your voting location is:** (su lugar de votación)

**Voting hours:** Your voting location will be open on Election Day from 6:30 a.m. to 7:30 p.m.

#### What ID should I bring?

- ✓ An unexpired Ohio Driver's License, State ID Card, or Interim Documentation with your former address **is an acceptable form of ID** when your current address is in the poll book. Driver's Licenses or State Identification Cards set to expire on or after March 9, 2020, are automatically extended and remain valid through the May 4, 2021 Primary Election.
- ✗ Your passport or any notice from a Board of Elections, **including this notice**, is **NOT** an acceptable form of ID for voting purposes.



For more information check out our website [www.443vote.us](http://www.443vote.us).

# Su información electoral oficial, Elecciones Primarias del 4 de mayo de 2021.

## Información Electoral Importante

### Elecciones Primarias

- Durante la Votación Adelantada en Persona y el Día de la Elección, la Junta Electoral utilizará medidas de salud y seguridad para proteger a los votantes y a los trabajadores electorales.
- Las medidas de seguridad incluirán el uso de mascarillas y protectores faciales, la limpieza rutinaria de todas las superficies que se tocan con frecuencia, y la práctica del distanciamiento social.
- Tenga en cuenta que el distanciamiento social puede extender la longitud de las filas el Día de las Elecciones.

Puede buscar su papeleta de muestra en nuestro sitio web [www.443vote.us](http://www.443vote.us).

## Votando antes del Día de las Elecciones

### Votando por Correo

**iTodos los votantes pueden votar desde su hogar!**

Evite las filas, tómese su tiempo para investigar su papeleta, y vote desde la comodidad de su propio hogar.



**iVotar desde su hogar es fácil!**

- 1 Envíe una solicitud de papeleta para votar desde su hogar. Puede imprimir o pedir una solicitud en línea en [www.443vote.us](http://www.443vote.us) o llamando al 216-443-VOTE (8683).
  - 2 Le enviaremos su papeleta por correo con un sobre de devolución.
  - 3 Vote su papeleta y devuélvala antes del Día de las Elecciones.
- iUse la herramienta Track My Ballot (Rastrear Mi Papeleta)** en nuestro sitio web para rastrear su solicitud de papeleta y su papeleta durante todo el proceso!

### Votando en la Junta Electoral

La Junta está ubicada en 2925 Euclid Avenue en Cleveland. Las fechas y horarios de votación están a continuación:



entre semana	6 de abr. - 23 de abr.	8 a.m. a 5 p.m.
entre semana	26 de abr. - 30 de abr.	8 a.m. a 7 p.m.
sábado	1 de mayo	8 a.m. a 4 p.m.
domingo	2 de mayo	1 p.m. a 5 p.m.
lunes	3 de mayo	8 a.m. a 2 p.m.



2925 Euclid Avenue  
Cleveland, OH 44115

NONPROFIT  
U.S. POSTAGE  
PAID  
CLEVELAND, OHIO  
PERMIT NO. 3452

CONDADO DE CUYAHOGA

JUNTA ELECTORAL

Este espacio se dejó en blanco intencionalmente.

## Votando el Día de las Elecciones

**su lugar de votación es:**

Su lugar de votación está impreso en la parte posterior.

**Horas de votación:** Su lugar de votación estará abierto el Día de las Elecciones de 6:30 a.m. a 7:30 p.m.

### ¿Qué identificación debo traer?

- ✓ Una Licencia de Manejar de Ohio válida, una Tarjeta de Identificación del Estado, o Documentación Provisional con su dirección anterior **es una forma aceptable de identificación** cuando su dirección actual está impresa en el libro de electores. Las Licencias de Conducir de Ohio, las Tarjetas de Identificación del Estado que expiran el 9 de marzo de 2020 o después, se extiende automáticamente y siguen siendo válidas hasta las Elecciones Primarias del 4 de mayo de 2021.
- ✗ Su pasaporte o cualquier notificación de la Junta Electoral, **incluido este aviso, NO** es una forma de identificación aceptable a fines de votación.



Para obtener más información, visite nuestro sitio web [www.443vote.us](http://www.443vote.us).





# CUYAHOGA COUNTY BOARD OF ELECTIONS

**Jeff Hastings**  
Chairman

**Inajo Davis Chappell**  
Member

**Lisa M. Stickan**  
Member

**David J. Wondolowski**  
Member

**Anthony W. Perlatti**  
Director

## Memorandum

**To:** Board Members

**Cc:** Anthony W. Perlatti, Director

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

**Date:** March 12, 2021

**Re:** Sole Source Contract Recommendation for Tenex Software Solutions – Election Force

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In an effort to streamline the hiring of Election Day poll workers, the agency tested the use of Tenex Software Solutions' Election Force software product this past November election. *Election Force is a tool to process poll worker applications, organize training and create work schedules for election workers.* This solution is fully integrated with the Board of Elections' current system provided by the vendor. Based on our experience, they are the only company that can provide this type of solution.

Therefore, a sole source contract is recommended to Tenex Software Solutions in the amount of \$250,000.00 or \$50,000.00 annually for the period January 1, 2021 through December 31, 2025 to provide this Poll Worker Management Solution.

Pursuant to the Board of Elections' procurement procedures, a Notice of Intent to Award Sole Source was published in the Daily Legal News from February 23, 2021 through February 27, 2021 (5 days). No responses were received from any alternate vendors.

The contract was reviewed by the Prosecutor's Office and is acceptable to be awarded as sole source.

**SOLE SOURCE CONTRACT**  
  
**by and between the**  
  
**CUYAHOGA COUNTY BOARD OF ELECTIONS**  
  
**and**  
  
**TENEX SOFTWARE SOLUTIONS**  
**(Election Force)**

THIS CONTRACT (the "Contract") is made and entered into on March 12<sup>th</sup>, 2021, by and between the Cuyahoga County Board of Elections (the "BOARD") in Cleveland, Ohio, a body politic and a political subdivision of the State of Ohio organized and existing under Title 35 of the Ohio Revised Code, and Tenex Software Solutions, ("CONTRACTOR") having principal place of business at 5021 W. Laurel Street, Tampa, FL 33607. The Board and Contractor may hereafter be referred to singularly as a "Party", or jointly as "Parties".

WHEREAS, the Board requires a contractor supplement the regularly employed staff to provide and maintain software to provide an online poll worker management solution with the features the Board requires for the purpose of conducting elections; and

WHEREAS, the Contractor is the only vendor that can provide the online poll worker management solution due to the integration available with the Board's existing system previously furnished by the Contractor under a contract established through a prior competitive selection; and

WHEREAS, the Board and the Contractor intend to memorialize their agreement for the supplies necessary to deliver and provide support maintenance for the Election Force Online Poll Worker Management Solution in accordance with the terms, conditions and provisions contained in this Contract.

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. Term.** This Contract shall be effective from January 1, 2021 through December 31, 2025 (the "Initial Term").
- B. Renewal Options.** The Contract automatically renews for an unlimited number of successive One-Year Periods ("Renewal Period") unless notice not to renew is delivered at least 90 days prior to the end of the current Renewal Period.

- C. **Amount.** The total amount paid by the Board to Contractor pursuant to this Contract shall not exceed \$50,000.00 per year or \$250,000.00 for the initial term.

II. **Scope of Services**

- A. The Contractor is retained to supplement the regularly employed staff of the Board to furnish the supplies necessary for providing connectivity between the Precinct Central electronic poll book system (currently used by the Board) and Election Force, for the purposes of reporting up-to-date poll worker assignments and clock-in/out information on Election Day and maintaining the software application/SaaS license in accordance with the terms, conditions and provisions contained in this Contract for use in all elections conducted by the Board. The Contractor shall render the specific services identified and described in Exhibit A.
- B. Contractor shall provide connectivity between the Election PAL (polling location and precinct management system currently used by the Board) and Election Force, for the purposes of reporting correct locations and precincts for poll worker assignments.
- C. Contractor shall provide connectivity between Election Response (help desk management system currently used by the Board) and Election Force, for the purposes of showing up-to-date poll worker assignments and contact information for ticket entry and management.
- D. SaaS License includes:
- Election Force backend poll worker management software for Board use
  - Election Force frontend poll worker portal for poll worker applications, training class sign-up
  - Connectivity with Election Force for sharing poll worker information and assignments
  - Connectivity with Election Force for sharing poll worker course completion and scores
  - Web-based cloud hosting
  - Server capacity management
  - Security infrastructure maintenance and upgrades
  - Remote technical support during business hours
- E. **License.**  
Throughout the Initial Term and any Renewal Period(s), the Contractor hereby grants to the Board, for the purposes set forth in this Contract, an irrevocable, non-exclusive, royalty free, non-transferrable, fully paid up right and license to use, reproduce (for back-up or transition purposes), modify, adapt and disclose, and sublicense others to use, reproduce (for back-up and transition purposes), modify, and adapt on the Boards' behalf, the software and documentation necessary to operate the Election Force Online Poll Worker Management. The License shall include all updates, enhancements, modifications, upgrades, revisions, replacements, upgrades made to or in the place of software or any related documentation including, but not limited to, those that corrects errors, correct safety hazards, to support the Election Force Online Poll Worker Management Training software/license, and all error corrections, patches and bug fixes and any other derivative works created by Contractor during the Term. The Contractor shall provide all revisions, updates, modifications or upgrades as part of its Warranty and Maintenance services and any other routine system updates, modifications or maintenance work made to the software that is required to correct errors, patches or bug fixes or to operate

and maintain the Election Force Online Poll Worker Management Training without any additional compensation.

**F. Performance Warranty.**

In addition to the warranties described in Exhibit A, the Contractor and its staff shall provide the services contemplated under the Contract in a manner consistent with the same degree of care, skill and diligence as is ordinarily possessed and exercised by members of the profession, currently performing under similar circumstances. The Contractor shall be responsible for the quality services rendered under the Contract and shall promptly make necessary corrections resulting from its negligence, errors, or omissions without any additional compensation. The Contractor's duty of care shall extend to the Board, and the Contractor shall be and remain liable to the Board in accordance with applicable law for all damages to the Board caused by the Contractor's negligent acts, performance, errors or omissions. If no such standards exist, then the Contractor shall perform its services in a workerlike manner with a reasonable degree of care, skill and diligence and as described in this Contract.

- G. Service Level Agreement.** Vendor shall provide Services that ensure access for all of the County's enrolled users in the event of failure at any one of the hosted locations, with effective contingency planning (including back-up and disaster recovery capabilities) and 24x7 trouble shooting service for inquiries, outages, issue resolutions, etc. All such Services shall be dependable and provide response rates that are as good as or better than industry standards. Services shall meet the target levels of the Service Level Agreements ("SLAs") provided herein and be supported with sufficient connectivity and computing resources to handle daily use and reasonably anticipated peak demand, and shall ensure that sufficient bandwidth and computing resources are dedicated to the Services to meet peak demand times without material degradation in performance. Peak demand times typically begin 90-days prior to election day and continue till 30-days post-election day. Vendor further warrants that the Services will be available and in accordance with this Contract at all times throughout the Term. The level of unavailability shall not exceed one half of one percent (0.05%) per month. In the event of a breach of the foregoing warranty shall apply service level credits based on the actual availability measure for the applicable month as follows:

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

Service level credits for fees paid on an annual or monthly basis shall be based on a monthly equivalent fee. For example, a 5% service level credit on an annual subscription fee shall be 5% of 1/12 of the annual fee. Service level credits shall be applied to the County's next invoice or, if the County has paid the final invoice under this Contract, service level credits shall be paid to the County within thirty (30) calendar days following the determination that the credit is due. In

addition to the foregoing remedies, in the event that Availability is below 99.5% for three (3) consecutive months or is below 70% in anyone (1) month, the County shall have the right, upon notice to, to terminate this Contract and shall promptly refund to the County the unused portion of the fee.

### **III. Payments.**

#### **A. Contract Fee.**

The Board shall pay the Contractor \$50,000.00 for the performance required under this Contract, as described in Exhibit A, during the initial year. Thereafter, the Board shall pay the Contractor \$50,000.00 for each year.

#### **B. Payments.**

The Board shall not make payment for the initial year until the Election Force Online Poll Worker Management Training software is installed and fully accepted to the satisfaction of the Board. Thereafter, the Board will make payments to the Contractor for each year pursuant the verified performance and annually thereafter based on verified invoices.

#### **C. Reimbursable Expenses.**

No extra charges will be assessed for travel time or incidental expenses except as hereinafter provided. The Board will not reimburse the Contractor for any expenses incurred (such as travel expenses).

#### **D. Invoices.**

The Contractor will submit the invoice to the Board containing the contract number in the month following the performance of the services to the Board on or about the 10th day of the month after to Cuyahoga county Board of Elections, Fiscal Department, 2925 Euclid Avenue, Cleveland, Ohio, 44115. Undisputed invoices shall be due and payable by the Board within sixty (60) days from the date of receipt thereof. Invoices shall be accompanied by such supporting documentation as required by the Board. The Board may withhold payment for services that have not been properly performed or completed and shall not be responsible for cost overruns incurred by the Contractor.

#### **E. Taxes.**

The Board is a tax-exempt entity and will provide the Contractor a copy of the Board's tax exemption certificate. The Board shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the Board, nor shall the Board pay any insurance premiums for any coverage of any property not owned by the County. No conditions shall alter this statement.

### **IV. GENERAL TERMS AND CONDITIONS**

**A. Non-Disclosure.** The Contractor agrees that it will not disclose at any time during or after its services under the Contract, either directly or indirectly, any confidential knowledge or information which the Contractor acquires with respect to the Contract or the Board, except as may be required by law, or in a court of competent jurisdiction.

**B. Publicity.** Any use of or reference to the Contract by the Contractor to promote, solicit, or disseminate information regarding the scope of the Contract is prohibited, unless otherwise agreed to in writing by the Board.

- C. Non-Exclusive Rights.** Nothing in the Contract with the Contractor shall preclude the Board from acquiring other services similar to the services provided for in the Contract.
- D. Audits, Records Retention and Inspection.** The Contractor shall maintain all pertinent financial and accounting records, and evidence pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified by the State of Ohio. Financial and accounting records shall be made available upon request for review and/or audit by the Director, his representative, or the Ohio Auditor of State's office at any time during the Contract period or for two (2) years from the expiration date and final payment on the Contract, whichever is later. The Contractor represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24.
- E. Compliance with Law.** This Contract is subject to all applicable laws, ordinances, resolutions, regulations, rules, and policies of the County. The Contractor agrees to comply with all applicable federal, state, and local laws and regulations in its performance under the Contract, including without limitation, the laws relating to the payment of wages, campaign contributions, drug-free workplace, non-discrimination in employment, ADA compliance, workplace safety, unemployment compensation, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, and any and all tax and payroll deductions required for its employees. If any provision of the Contract conflicts with any law or regulation, then such law or regulation shall prevail. It is understood that neither the Contractor nor its employees are construed as employees of the Board for the purpose of the Public Employees Retirement System ("PERS"), Workers' Compensation, or for any other purpose. The Contractor agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of the Contractor to provide equal opportunity to all persons seeking to contract, or otherwise interested in contracting with, the Contractor.
- F. Certification of Compliance with Ethics and Campaign Contribution Laws.** The Contractor certifies with its signature on the Contract that it is aware of and is in compliance with the Ethics provisions of Ohio Revised Code Sections 102.03 and 102.04, and the provisions of Ohio Revised Code Section 3517.13 as they pertain to Campaign Contribution Limitations under Ohio law. The Contractor agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by the Vendor.
- G. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance under this Contract. The Contractor further covenants that no person having any such interest shall be employed in the performance of this Contract. The Vendor 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 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.#

**H. Assignment and Subcontracting.** The Contractor may not assign, transfer, convey or otherwise transfer or dispose of its rights, title, or interest in, or performance under the Contract to any other person, company, corporation or entity without the prior written approval of the Director of the Board. Any such approved assignment shall not relieve the Contractor from any of its responsibilities under the Contract. All work to be done by subcontractors utilized by the Contractor is subject to preapproval by the Board. All subcontractors or subcontractors selected by the Contractor and approved by the Board must comply with all the terms and conditions contained in the Contract. The Contractor shall not use or subcontract any individual or entity (including any entity that is owned or controlled by any individual) which is the subject of a debarment or suspension hearing or has otherwise been debarred or suspended by the County or any other governmental entity from performing work or services for the Board.

**I. Default and Termination.**

1. The Contractor shall be in default of the Contract if any of the following occur:
  - a. It makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition under the federal bankruptcy laws or any other law or statute of the United States or any state or local governmental body, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of the property;
  - b. It abandons or discontinues its operations for the Board except when such abandonment or discontinuance is due to a *force majeure* event;
  - c. It fails to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Contract and such failure continues for a period of 10 calendar days after written notice of such failure is given it by the Board, provided that the failure or refusal to perform under this Contract is not is due to a *force majeure* event.
2. Upon the occurrence of any one or more of the events of default set forth in Paragraph 1 of this Section or upon any other default or material breach of this Contract, the Board may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:
  - a. The Director, upon written notice of his intention to do so, may terminate this Contract and have the services then uncompleted performed by another contractor or otherwise;
  - b. To enjoin any breach or threatened breach by the Contractor of any covenants, Contracts, terms, provisions or conditions of the Contract;
  - c. To sue for the performance of any obligation, promise or Contract devolving upon the Contractor for performance or for damages for the non-performance thereof, all without terminating the Contract; and/or

- d. Without waiving any default, to pay any sum required to be paid by the Contractor to others than the Board and which the Contractor has failed to pay under the terms and conditions of this Contract and any amounts to be paid by the Board, with interest thereon at 8% per annum from the date of such payment and all expenses connected therewith, shall be repaid by the Contractor to the Board on demand.
- 3. The Director may terminate the Contract at any time for any reason upon 30 days' written notice to the Contractor. Additionally, the Board may, at any time during the term, suspend or abandon, in whole or in part, the work under the Contract. In either case, the Board shall pay the Contractor for services rendered up to that time on account of such work. Such payments shall be made to the Contractor for partial services in proportion to the completion of the services upon termination.
- 4. All rights and remedies granted to the Board in the Contract and other rights and remedies that the Board may have at law and in equity are declared to be cumulative and not exclusive and the fact that the Board may have exercised any remedy without terminating this Contract shall not impair the Board's rights to later terminate or to exercise any other remedy granted in the Contract or to which it may be otherwise entitled. In no event shall any action or inaction, including any payments to the Contractor, by the Board constitute or be construed to be a waiver by the Board of any breach of covenant or default which may then exist on the part of the Contractor, and the Board's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available with respect to such breach or default. No assent expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.
- J. **Force Majeure.** The Contractor shall have no liability to the Board if it becomes unable to timely perform the agreed to services due to causes beyond the Contractor's control including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes (except those caused by improper acts or omissions of the Contractor), water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, terrorist acts, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carrier.
- K. **Mediation.** The Board and the Contractor recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, if a dispute arises between the parties, they will attempt in good faith to settle the dispute expeditiously through mediation within thirty (30) days. The Board and the Contractor shall attempt to mutually agree as to the provider of neutral services, and the parties shall share the costs of such mediation equally. In the event the parties cannot mutually agree to a neutral mediator or the deadline described in this Section is not met, unless an extended time frame is consented to by both parties in writing, either party may commence litigation or any other legal proceeding that is appropriate.
- L. **Insurance.** For any work under the Contract and for the term of the Contract, the Contractor and all subcontractors, shall purchase and maintain at its own expense insurance the specified coverage and promptly furnish to the Board certificates of insurance evidencing that the specified insurance coverages are in effect. The insurance coverage to be purchased and maintained by the Contractor and its subcontractors, as required, shall be primary and non-contributory pertaining to any insurance, self-insurance, or self-funding arrangement maintained by the Board, which shall not contribute thereto. There shall be severability of



interests among the insureds under the insurance policies. Cross liability coverage shall be included in the policies. All policies, endorsements or modifications to the insurance purchased and maintained by the Contractor and its subcontractors shall be provided by companies authorized to write insurance in Ohio and carry a minimum A.M. Best's rating of A VII or above shall be subject to the Board's review and final acceptance.

1. **General Commercial Liability Insurance.** On an occurrence coverage basis (including, without limitation, coverage for bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability arising from or relating to the Contract, independent contractual, products and completed operations) the Contractor shall purchase general commercial liability insurance policy in the amount of \$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.
2. **Business Automobile Liability Insurance.** Policies 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.
3. **Additional Insured.** The Board, officers, representatives, members, agents, and employees shall be included as additional insureds on the Contractor's Commercial General Liability and Automobile Liability policies. The additional insured coverage afforded under the Contractor's policies shall include both ongoing operations (work in progress) and completed operations (completed work), include the Board on a direct pay endorsement as loss payee, afford the Board thirty (30) days prior notice of cancellation or other material changes and a waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

#### **M. Indemnification**

1. **General.** The Contractor agrees and shall, to the fullest extent permitted by law, indemnify, hold harmless, and, at the option of the Board as decided in its sole discretion, defend or pay for the defense of the Board, Board members, and its officers, agents, representatives, and employees (the "Indemnified Parties") from and against any and all liability, claims, suits, causes of action, liens, demands, losses, damages, (including fines, penalties, incidental and consequential damages), settlements, judgments, costs, and expenses (including reasonable attorneys' fees and any other costs of defense) of every kind, nature, or description arising out of or in connection with, caused by, resulting from, or occurring during the course of the performance of this Contract, whether directly or indirectly, where such liability is
  - a. founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the Contractor's, its officers, employees, agents, independent subcontractors or subcontractors (or subcontractors or independent subcontractors thereof), or any other person or party for which the Contractor is legally liable, and
  - b. is attributable in any manner and to any extent to bodily injury, personal injury, sickness, disease or death of any person, loss of revenue, delay, or the injury to or damage, destruction, or loss of use of property.

2. **Intellectual Property.** The Contractor shall indemnify and shall hold harmless (including reasonable attorney fees) Indemnified Parties against all liability to third parties (other than liability solely the fault of the Indemnified Party) arising from or in connection with claims of violation of United States patents, trademark, trade secrets, proprietary information, copyrights or other intellectual property rights in existence on the Effective Date resulting from the Contractor's or the Board's use of any equipment, software, technology, documentation, and/or data developed in connection with the services and products described in the Contract. If a third-party claim causes the Board's quiet enjoyment or use of any product supplied by the Contractor to be seriously endangered or disrupted, or, should a court order be issued against the Board restricting its use of any product and should the Contractor determine not to further appeal the claim issue, at the BOARD's sole option, the Contractor shall provide at its sole expense, the following:

- a. Purchase for the Board the rights to continue using the contested product(s); or
- b. Provide substitute products to the Board which are, in the Board's sole opinion, of equal or greater quality, or
- c. Refund all monies paid to the Contractor for the product(s) subject to the court action. The Contractor shall also pay to the Board all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

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

N. **Rights to Materials.** The Board shall have unrestricted authority to reproduce, distribute, and use (in whole or in part) any reports, data, or materials prepared pursuant to this Contract. All documents prepared by, or with the cooperation of, the Contractor pursuant to the Contract, including all copyrights, are works for hire under the United States Copyright Act and shall, upon payment therefore, become the property of the Board. If for any reason the results and proceeds of the Contractor's services hereunder are determined at any time not to be a work made for hire, the Contractor irrevocably transfers and assigns to the Board all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto. Any materials prepared, created, produced by, or with the cooperation of, the Contractor pursuant to the Contract, including all copyrights, are the property of the Board. the Contractor may retain copies, including reproducible copies of such documents for information and reference. The Board may use such materials without any additional compensation to the Contractor.

- O. Governing Law and Jurisdiction.** The Contract shall be construed under and governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to the Contract or performance thereunder shall be brought and litigated to completion only in the state and federal courts sitting in Ohio, and each party consents to the exclusive jurisdiction of such courts. The Contractor hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.
- P. Public Records Act.** The Contractor acknowledges that the Board is subject by law to responding to all Public Record requests under Ohio law. The Contractor shall comply with the Public Record Act in all respects and shall not restrict or otherwise inhibit the Board from complying. If the Board is required to defend an action challenging the Contractor's claimed exemption from the Public Records Act, the Contractor agrees to defend and indemnify the Board from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.
- Q. Security Protocols.** By executing a contract with the Board of Elections, the Vendor agrees to abide by all security protocols, both physical and cyber, required by the Ohio Secretary of State's Office (SOS) as published in SOS Directives and the Election Official Manual, which are hereby incorporated by reference into the contract. The security protocols are subject to change at the discretion of the SOS as published on the website of the Secretary of State, which the Vendor agrees constitutes adequate notice of such changes and the Vendor's failure to give notice of objection to the Board of Elections within 5 days of the publication constitutes the Vendor's acceptance of the change.

**Additionally, the vendor acknowledges they are bound by the security requirements set forth in Exhibits C and D of this Contract.**

## **V. GENERAL**

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

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

In the case of the Board:	with a copy to:
Cuyahoga County Board of Elections ATTN: Fiscal Services Manager 2925 Euclid Avenue Cleveland, Ohio 44115 <a href="mailto:kazusy@cuyahogacounty.gov">kazusy@cuyahogacounty.gov</a>	County Prosecutor's Office ATTN: Counsel for the Cuyahoga County Board of Elections 1200 Ontario Street, 9 <sup>th</sup> Floor Cleveland, Ohio 44113
In the case of the Contractor:	with a copy to:
Tenex Software Solutions ATTN: Ravi Kallem, Founding President 5021 W. Laurel Street Tampa, FL 33607	

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

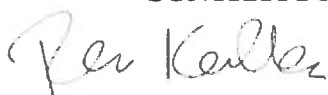
#### VI. **CONSTRUCTION OF CONTRACT**

All terms and words used in this Contract, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Contract or any paragraph or clause in the Contract may require, the same as if such words have been fully and properly written in the number and gender. Any act to be performed under the Contract by the "Board" may be performed by the Director or by such of its employees or such other persons, corporations or firms as

the Director may designate. "Director" when used herein, shall refer to the Director of the Board and include the Chief Information Officer. The headings of Articles and Paragraphs, to the extent used herein, are for reference only, and in no way define, limit, or describe the scope or intent of any provision hereof. This Contract may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which shall together constitute one and that same document, and shall be binding on the signatories; and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. The following order of precedence shall govern in any conflict that arises between this Contract and any materials incorporated by reference: (1) this Contract; (2) Exhibit A – Contractor's Quote with Product Description; (3) Exhibit B - Contractor's Sole Source Letter; (4) Exhibit C – Software Security Requirements; and (5) Exhibit D – CIS Albert Cloud Monitoring Service. Provided, however, silence in the Agreement or the materials incorporated herein with respect to an issue shall not be construed as a variance with a provision addressing such issue in another document. The undersigned signatory for the Contractor hereby represents and warrants that he or she has full and complete authority to execute the Contract on behalf of the Contractor. This representation and warranty are made for the purpose of inducing the Board to execute the Contract.

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

**CONTRACTOR**

By:   
Printed: Ravi Kallem  
Title: President  
Date: March 9, 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** – Contractor Quote with Product Description

**EXHIBIT B** – Contractor Sole Source Letter

**EXHIBIT C** – Software Security Requirements

**EXHIBIT D** – CIS Albert Cloud Monitoring Service



5021 W Laurel Street, Tampa, FL 33607  
(813) 618-3639 | info@tenexsolutions.com

## Cuyahoga County Elections, OH - Quote

Date **January 21, 2021**

To: Cuyahoga County  
2925 Euclid Ave.  
Cleveland, OH 44115

From: Tenex Software Solutions, Inc  
5021 W Laurel Street  
Tampa, FL 33607

Qty	Product Description	Price
	SaaS License - Year 1 (January 2021 - December 2021) Includes: <ul style="list-style-type: none"><li>- Election Force backend poll worker management software for county use</li><li>- Election Force frontend poll worker portal for poll worker applications, training class sign-up, and more</li><li>- Web-based cloud hosting</li><li>- Server capacity management</li><li>- Security infrastructure maintenance and upgrades</li></ul>	
1	- Remote technical support during business hours Election Force Online Poll Worker Management	\$ 50,000.00
2	SaaS License - Year 2 (January 2022 - December 2022) Election Force Online Poll Worker Management	\$ 50,000.00
3	SaaS License - Year 3 (January 2023 - December 2023) Election Force Online Poll Worker Management	\$ 50,000.00
4	SaaS License - Year 4 (January 2024 - December 2024) Election Force Online Poll Worker Management	\$ 50,000.00
5	SaaS License - Year 5 (January 2025 - December 2025)	\$ 50,000.00
6	10X University combination and pre-payment discount (\$10k discount per year)	\$ (50,000.00)
<b>Total:</b>		<b>\$ 200,000.00</b>

### Terms:

This quote is valid for 90 days and subject to change based upon contract terms and conditions or any change in configuration.



5021 W. Laurel St.  
Tampa, FL 33607

Re: Sole Source Justification – Online Poll Worker Management

January 18, 2021

The Cuyahoga County Board of Elections is currently looking for a poll worker management solution. Tenex Software Solutions, Inc. is a current vendor of the Cuyahoga County Board of Elections, providing electronic poll books, election night reporting, help desk management, polling location management, and asset and inventory management. Because of the integration available with the current BOE systems provided by Tenex, Tenex is the only vendor that can provide the Election Force poll worker management solution with the features the county requires including:

- Connectivity between the Precinct Central electronic poll book system (currently used by the county) and Election Force, for the purposes of reporting up-to-date poll worker assignments and clock-in/out information on Election Day
- Connectivity between Election PAL (polling location and precinct management system currently used by the county) and Election Force, for the purposes of reporting correct locations and precincts for poll worker assignments
- Connectivity between Election Response (help desk management system currently used by the county) and Election Force, for the purposes of showing up-to-date poll worker assignments and contact information for ticket entry and management

We appreciate your consideration of our system. If you need any further information, please let us know.

Regards,

A handwritten signature in blue ink that reads 'Ravi Kallem'.

Ravi Kallem



## EXHIBIT C – Software Security Requirements

### SECURITY:

**Data Management:** The respondent must meet the following requirements:

- Engage DHS to perform a Risk and Vulnerability Assessment (“RVA”) every two years, in advance of elections. This service includes:
  - Network mapping and vulnerability scanning
  - Phishing tests
  - Web application or database evaluations
  - A full penetration test
- The vendor must submit results and a remediation plan to both the board of elections and the Secretary of CCBOE. Documents must be classified as a security record under ORC 149.433.
- Become a member of the Information Technology ISAC (“IT-ISAC”) and the Elections Infrastructure ISAC (EI-ISAC). An ISAC is a nonprofit organization that provides a central resource for gathering information on cyber threats to critical infrastructure. It also serves as a two-way information sharing mechanism between the private and public sectors.
- Deploy an Albert intrusion detection device, a network security monitoring system that is managed 24/7 by DHS. Several vendors officially use an Albert intrusion detection device as part of their security strategy.
- Notify the Board of Election, Secretary of State’s Office, and EI-ISAC of any system breach immediately after they become aware of it.
- Must keep all CCCBOE data within the United States. The respondent must provide written notification of the location of the data and keep the CCCBOE apprised of any change in location of the data.
- Respondent must agree and sign the CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT.

The respondent must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting CCBOE Data are secure and that they protect CCBOE Data from unauthorized disclosure, modification, use or destruction. To accomplish this, the respondent must adhere to the following principles:

- Apply appropriate risk management techniques to balance the need for security measures against the sensitivity of the CCBOE Data.
- Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability of CCBOE Data.
- Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as detect and respond to those threats and vulnerabilities.
- Maintain appropriate identification and authentication processes for information systems and services associated with CCBOE Data.
- Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with CCBOE Data.
- Implement and manage security audit logging on information systems, including computers and network devices

**Licenses:** In addition to licenses covered in Section II,E, the Vender must provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services, including, but not limited to, licenses, registrations, or certifications.

**Background Checks:** All employees or contracted staff sent to Cuyahoga County Board of Elections (CCCCBOE) for any type of service provided on behalf of the respondent must complete a criminal background check that is kept on file with the respondent.

## **SOFTWARE WARRANTY:**

Upon acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Respondent warrants as to all software developed under this contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Respondent's Proposal, and the Contract Documents; (b) the software will be free of any material defects; (c) the Respondent will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated into a Deliverable, and for which the CCBOE has not approved a separate license agreement governing that Commercial Software's warranties as part of the Contracting process, the Respondent represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the CCBOE; or (c) fully disclosed in the RFB Documents any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated into a Deliverable, the Respondent will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the Contract Documents (or any attachment referenced in the Contract Documents) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the CCBOE with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Respondent or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all the capabilities designed for end-users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the software.

The Respondent will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code must be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

## **SOFTWARE MAINTENANCE:**

During the warranty period, as well as any optional maintenance periods that the CCBOE exercises, the Respondent must correct any material programming errors that are attributable to the Respondent within a reasonable period. The CCBOE must notify the Respondent, either orally, or in writing, of a problem with the software and provide sufficient information for the Respondent to identify the problem. The Respondent's response to a programming error will depend upon the severity of the problem.

For programming errors that slow the processing of data by a small degree, render minor and non-mandatory functions of the system inoperable or unstable, or require users or administrators to employ workarounds to fully use the software, Respondent will respond to the request for resolution within four business hours.

Furthermore, the Respondent must begin working on a proper solution for the problem within one business day, dedicating the resources required to fix the problem. For any defects with more significant consequences, including those that render key functions of the system inoperable or significantly slow processing of data, the Respondent will respond within two business hours of notice. The Respondent also must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance, and dedicate all available resources to resolving the problem.

For software classified as Commercial Software in the Ownership of Deliverables section and for which the CCBOE has not signed a separate license agreement, the Respondent must acquire for the CCBOE the right to maintenance for one year. That maintenance must be the third-party licensor's standard maintenance program, but at a minimum, that maintenance program must include all updates, patches, and fixes to the software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the software) and to correct material defects in the software in a timely fashion. Additionally, the Respondent must obtain a commitment from the licensor to make maintenance available for the product for at least five years after the first year of maintenance. The Respondent also must obtain a commitment from the licensor to limit increases in the annual Fee for maintenance to no more than 7% annually. If the licensor is unable to provide maintenance during that five-year period, then the licensor must be committed to doing one of the following two things: (a) give the CCBOE a pro rata refund of the license fee based on a five-year useful life; or (b) release the source code for the software (except third party software) to the CCBOE for use by the CCBOE solely for the purpose of maintaining the copy(ies) of the software for which the CCBOE has a proper license. For purposes of receiving the source code, the CCBOE agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this contract with respect to the source code. That is, with respect to the source code that the CCBOE gets under this section, the CCBOE will do all the things that the Confidentiality section requires the Respondent to do in handling the CCBOE's Confidential Information.

# Albert Cloud Monitoring Service

## Overview of the Albert Cloud Monitoring Service

The Albert Cloud monitoring service brings the Albert network monitoring service to the cloud. It uses the same trusted and proven IDS engine and rules as our on-premise monitoring service to provide piece of mind for cloud instances. The service is built using CIS Hardened Images and is designed to monitor network traffic going in and out of AWS EC2 instances or Azure Virtual Machine instances. If malicious traffic is detected, just like with our on-premise solution, an alert is generated and processed by the Albert backend. There, the raw alert or alerts are turned into events for analysis by our 24x7 SOC. Next, the SOC analyzes the event for escalation. They will either escalate the event via email or, if the event is found to be a false positive, it is marked as a false positive and not escalated.

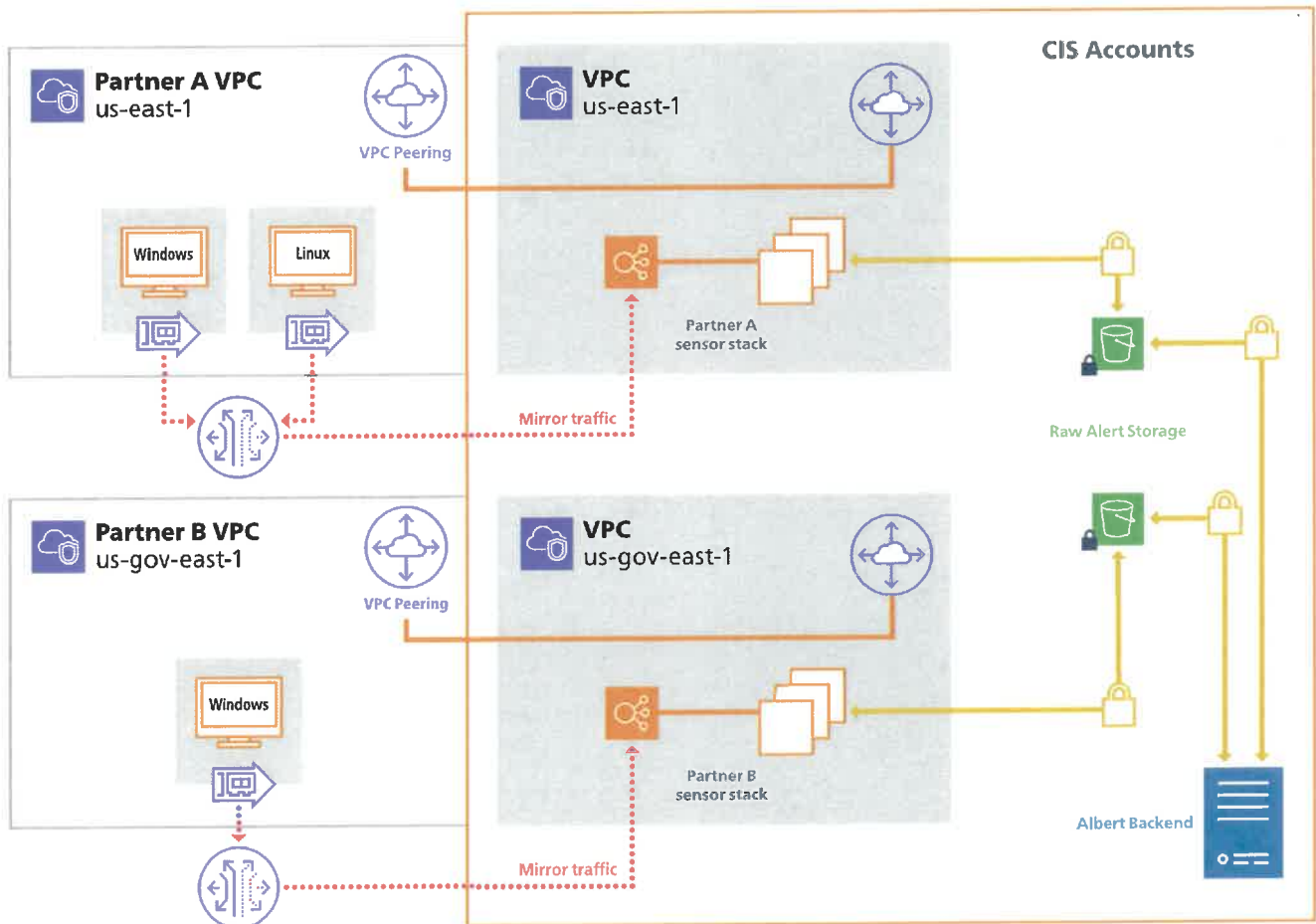
## Albert Monitoring for AWS

Albert Cloud monitoring for AWS lets you monitor the network activity of AWS Elastic Compute Cloud or EC2 instances for malicious threats. The Albert service utilizes the native AWS services VPC peering and VPC mirroring to securely send a copy of the traffic going in and out of an instance to an Albert sensor running in CIS's AWS account. Your organization's dedicated Albert sensor or Cloud sensor stack is made up of an Elastic Load balancer and a group of EC2 instances using CIS Hardened Images running in an auto scaling group (ASG). The auto scaling group scales up and down based on network load to reduce costs during times of low traffic. ASGs also provides fault tolerance, from instance or zone failures. The IDS engine running on each instance processes traffic and generates the raw alerts which are encrypted during transmission and at rest in AWS S3 storage. Lastly, the raw alerts are handed off to the Albert backend to be processed, analyzed, and escalated by our SOC Analysts.

### Requirements for AWS monitoring

There are minimal requirements for Albert Cloud monitoring in AWS. Currently only Nitro-based EC2 instances can be monitored. This is a requirement of the VPC mirroring service used to mirror traffic from your instance to the Albert sensor stack. Most organizations should be on or planning to migrate to this instance type for EC2 as it is a better cost performance proposition, has enhanced security features, and many other benefits (<https://aws.amazon.com/ec2/nitro/>). You will also need to peer the VPC that the instances to be monitored are in to the VPC that the Albert Cloud sensor is in. Lastly you will need to configure the AWS VPC mirror in your account to use the Albert Cloud sensor. We have developed AWS native automation to assist with these steps so setup of these requirements should be relatively easy.

## Albert Monitoring for AWS Logical Diagram



PROPERTY OF CIS – CONFIDENTIAL – SYSTEMS IS STILL IN DEVELOPMENT AND SUBJECT TO CHANGE



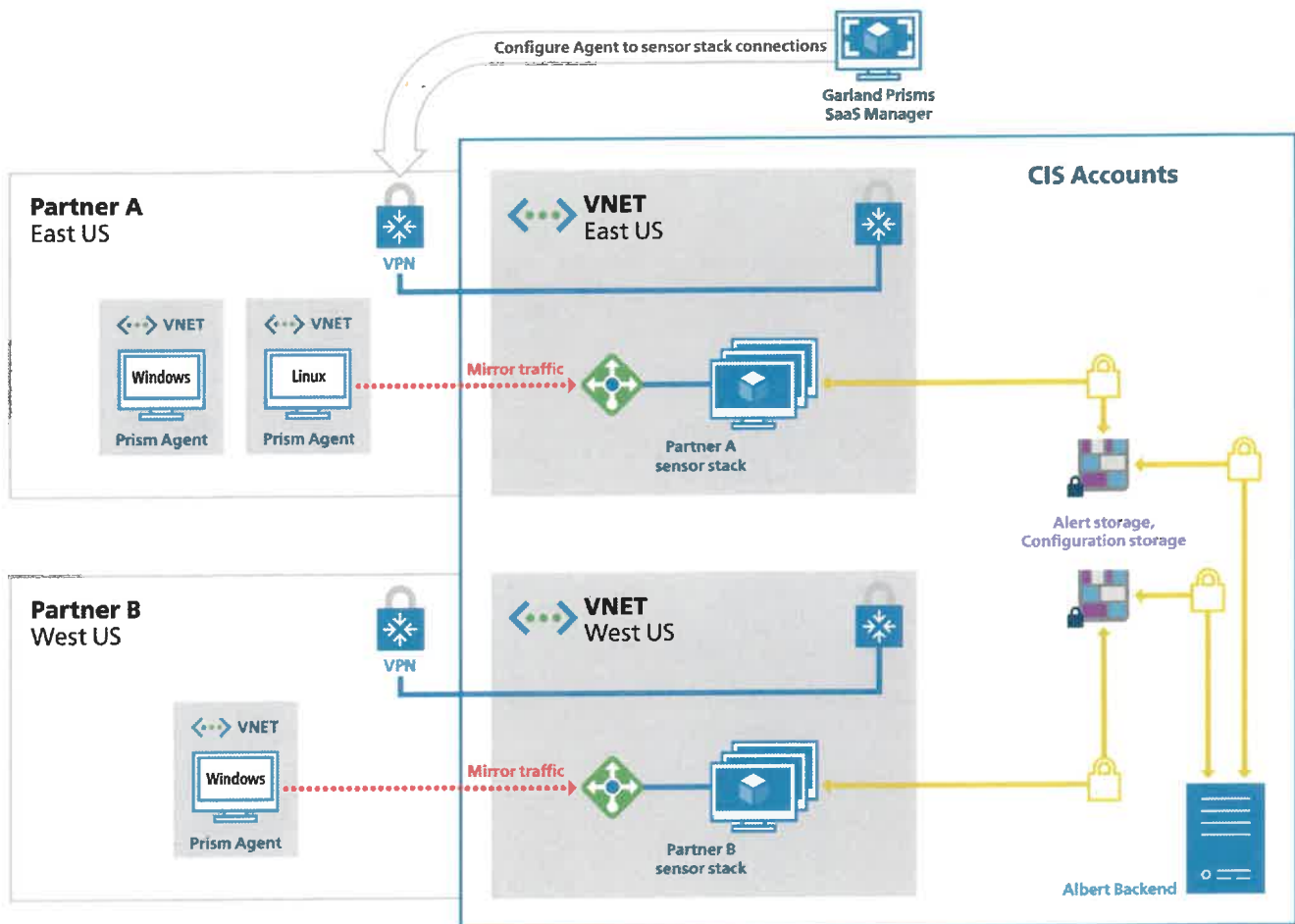
## Albert Monitoring for Azure

Albert Cloud monitoring for Azure lets you monitor the network activity of Azure Virtual Machines or VM instances for malicious threats. The monitoring service leverages Garland's Prisms Cloud agent along with Azure VPN to securely send a copy of the traffic going in and out of an instance to an Albert sensor stack running in CIS's Azure account. The mirrored traffic is directed at your organization's dedicated Albert Cloud sensor which is made up of an Azure Load Balancer and a group of VM instances using CIS Hardened Images running in a VM Scale Set. The VM Scale Set scales up and down on demand to reduce costs during times of low traffic and to add fault tolerance if an instance fails. The IDS engine running on each instance processes traffic and generates the raw alerts which are encrypted during transmission and at rest in Azure Blob storage. Lastly, the raw alerts are handed off to the Albert backend to be processed, analyzed, and escalated by our SOC Analysts.

### Requirements for Azure monitoring

There are a few additional resources that need to be created in your Azure subscription to support Albert Cloud monitoring in Azure. First a VPN connection must be made using Azure VPN between your organization's VNET and CIS's VNET. The VPN connection provide a cost-efficient method for secure transmission of mirrored traffic to the Albert Cloud sensor. Once that is complete, the Garland Prism agent needs to be installed on each VM to be monitored. The agent is a lightweight process that copies traffic inbound/outbound from your VM to the Albert Cloud sensor. The agent can be installed on Windows or Linux systems using an installer provided by CIS. The installer has a quiet mode to allow for incorporation into any environmental automations your agency may have.

## Albert Monitoring for Azure Logical Diagram



PROPERTY OF CIS – CONFIDENTIAL – SYSTEMS IS STILL IN DEVELOPMENT AND SUBJECT TO CHANGE

## Albert Cloud Leverages CIS Hardened Images

Albert Cloud uses services specific to the particular cloud service provider (CSP) as well as CIS Hardened Images. CIS Hardened Images are virtual machine images pre-configured to applicable CIS Benchmark recommendations. CIS Benchmarks and their corresponding CIS Hardened Images are used by thousands of organizations for compliance support with DoD Cloud Computing SRG, FedRAMP, PCI DSS, NIST, and HIPAA standards. They help mitigate common threats such as malware, insufficient authorization, and remote intrusion, and are updated every month to address patching and vulnerabilities.

## Contact CIS

Visit [www.cisecurity.org](http://www.cisecurity.org) or email [CIS\\_Services@cisecurity.org](mailto:CIS_Services@cisecurity.org).





# CUYAHOGA COUNTY BOARD OF ELECTIONS

**Jeff Hastings**  
Chairman

**Inajo Davis Chappell**  
Member

**Lisa M. Stickan**  
Member

**David J. Wondolowski**  
Member

**Anthony W. Perlatti**  
Director

## Memorandum

**To:** Board Members  
**Cc:** Anthony W. Perlatti, Director  
**From:** Kendra Zusy, Fiscal Services Manager   
**Date:** March 12, 2021  
**Re:** Sole Source Contract Recommendation for Tenex Software Solutions – 10X University

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In an effort to streamline the training of Election Day poll workers, the agency tested the use of Tenex Software Solutions' 10X University Online Poll Worker training platform this past November election. *10X University is an online training platform that allows returning Poll Workers to train remotely for upcoming elections.* The solution is fully integrated with the Board of Elections' current system provided by the vendor. Based on our experience, they are the only company that can provide this type of solution.

Therefore, a sole source contract is recommended to Tenex Software Solutions in the amount of \$150,000.00 or \$30,000.00 annually for the period January 1, 2021 through December 31, 2025 to provide this Online Poll Worker Training Platform.

Pursuant to the Board of Elections' procurement procedures, a Notice of Intent to Award Sole Source was published in the Daily Legal News from February 23, 2021 through February 27, 2021 (5 days). No responses were received from any alternate vendors.

The contract was reviewed by the Prosecutor's Office and is acceptable to be awarded as sole source.

**SOLE SOURCE CONTRACT**  
**by and between the**  
**CUYAHOGA COUNTY BOARD OF ELECTIONS**  
**and**  
**TENEX SOFTWARE SOLUTIONS**  
**(10X University)**

THIS CONTRACT (the "Contract") is made and entered into on March 12<sup>th</sup>, 2021, by and between the Cuyahoga County Board of Elections (the "BOARD") in Cleveland, Ohio, a body politic and a political subdivision of the State of Ohio organized and existing under Title 35 of the Ohio Revised Code, and Tenex Software Solutions, ("CONTRACTOR") having principal place of business at 5021 W. Laurel Street, Tampa, FL 33607. The Board and Contractor may hereafter be referred to singularly as a "Party", or jointly as "Parties".

WHEREAS, the Board must have a contractor to provide and maintain a software solution to provide a poll worker management solution with the features the Board requires for the purpose of conducting elections; and

WHEREAS, the Contractor is the only vendor that can provide the 10X University Online Poll Worker training solution due to the integration available with the current Board's system provided by the Contractor; and selects the Contractor to furnish the supplies necessary to deliver and maintain the support for the 10X University Online Poll Worker training solution in accordance with the terms, conditions and provisions contained in this Contract.

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. Term.** This Contract shall be effective from January 1, 2021 through December 31, 2025 (the "Initial Term").
- B. Renewal Options.** The Contract automatically renews for an unlimited number of successive One-Year Periods ("Renewal Period") unless notice not to renew is delivered at least 90 days prior to the end of the current Renewal Period.
- C. Amount.** The total amount paid by the Board to Contractor pursuant to this Contract shall not exceed \$30,000.00 per year or \$150,000.00 for the initial term.

## **II. Scope of Services**

- A.** The Contractor is retained to supplement the regularly employed staff of the Board to furnish the supplies necessary for providing, installing, configuring and maintaining software application/license to provide, deliver and maintain the support for the 10X University Online Poll Worker training solution in accordance with the terms, conditions and provisions contained in this Contract for use in all elections conducted by the Board. The Contractor shall render the specific services identified and described in Exhibit A
- B.** Contractor shall provide connectivity between the Election Force (poll worker management solution) and 10X University for the purposes of sharing poll worker names, job titles/assignments, required courses, and contact information.
- C.** Contractor shall provide connectivity between Election Force and 10X University for the purposes of sharing course completion activity and course scores.
- D.** 10X University Online Poll Worker Training - SaaS License includes:
- Backend course and user management software for BOARD use
  - Frontend poll worker portal for poll worker applications, training class sign-up
  - Connectivity with Election Force for sharing poll worker information and assignments
  - Connectivity with Election Force for sharing poll worker course completion and scores
  - Web-based cloud hosting
  - Server capacity management
  - Security infrastructure maintenance and upgrades
  - Remote technical support during business hours
- E. License.**
- Throughout the Initial Term and any Renewal Period(s), the Contractor hereby grants to the Board, for the purposes set forth in this Contract, an irrevocable, non-exclusive, royalty free, non-transferrable, fully paid up right and license to use, reproduce (for back-up or transition purposes), modify, adapt and disclose, and sublicense others to use, reproduce (for back-up and transition purposes), modify, and adapt on the Boards' behalf, the software and documentation necessary to operate the 10X University Online Poll Worker Training that allows an unlimited number of end users to use the 10X University Online Poll Worker Training. The License shall include all updates, enhancements, modifications, upgrades, revisions, replacements, upgrades made to or in the place of software or any related documentation including, but not limited to, those that corrects errors, correct safety hazards, to support the 10X University Online Poll Worker Training software/license, and all error corrections, patches and bug fixes and any other derivative works created by Contractor during the Term. The Contractor shall provide all revisions, updates, modifications or upgrades as part of its Warranty and Maintenance services and any other routine system updates, modifications or maintenance work made to the software that is required to correct errors, patches or bug fixes or to operate and maintain the 10X University Online Poll Worker Training without any additional compensation.

**F. Performance Warranty.**

In addition to the warranties described in Exhibit A, the Contractor and its staff shall provide the services contemplated under the Contract in a manner consistent with the same degree of care, skill and diligence as is ordinarily possessed and exercised by members of the profession, currently performing under similar circumstances. The Contractor shall be responsible for the quality services rendered under the Contract and shall promptly make necessary corrections resulting from its negligence, errors, or omissions without any additional compensation. The Contractor's duty of care shall extend to the Board, and the Contractor shall be and remain liable to the Board in accordance with applicable law for all damages to the Board caused by the Contractor's negligent acts, performance, errors or omissions. If no such standards exist, then the Contractor shall perform its services in a workerlike manner with a reasonable degree of care, skill and diligence and as described in this Contract.

- G. Service Level Agreement.** Vendor shall provide Services that ensure access for all of the County's enrolled users in the event of failure at any one of the hosted locations, with effective contingency planning (including back-up and disaster recovery capabilities) and 24x7 trouble shooting service for inquiries, outages, issue resolutions, etc. All such Services shall be dependable and provide response rates that are as good as or better than industry standards. Services shall meet the target levels of the Service Level Agreements ("SLAs") provided herein and be supported with sufficient connectivity and computing resources to handle daily use and reasonably anticipated peak demand, and shall ensure that sufficient bandwidth and computing resources are dedicated to the Services to meet peak demand times without material degradation in performance. Peak demand times typically begin 90-days prior to election day and continue till 30-days post-election day. Vendor further warrants that the Services will be available and in accordance with this Contract at all times throughout the Term. The level of unavailability shall not exceed one half of one percent (0.05%) per month. In the event of a breach of the foregoing warranty shall apply service level credits based on the actual availability measure for the applicable month as follows:

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

Service level credits for fees paid on an annual or monthly basis shall be based on a monthly equivalent fee. For example, a 5% service level credit on an annual subscription fee shall be 5% of 1/12 of the annual fee. Service level credits shall be applied to the County's next invoice or, if the County has paid the final invoice under this Contract, service level credits shall be paid to the County within thirty (30) calendar days following the determination that the credit is due. In addition to the foregoing remedies, in the event that Availability is below 99.5% for three (3) consecutive months or is below 70% in anyone (1) month, the County shall have the right, upon notice to, to terminate this Contract and shall promptly refund to the County the unused portion of the fee.

### **III. Payments.**

#### **A. Contract Fee.**

The Board shall pay the Contractor \$30,000.00 for the performance required under this Contract, as described in Exhibit A, during the initial year. Thereafter, the Board shall pay the Contractor \$30,000.00 for each year.

#### **B. Payments.**

The Board shall not make payment for the initial year until the 10X University Online Poll Worker Training is installed and fully accepted to the satisfaction of the Board. Thereafter, the Board will make payments to the Contractor for each year pursuant the verified performance and annually thereafter based on verified invoices.

#### **C. Reimbursable Expenses.**

No extra charges will be assessed for travel time or incidental expenses except as hereinafter provided. The Board will not reimburse the Contractor for any expenses incurred (such as travel expenses).

#### **D. Invoices.**

The Contractor will submit the invoice to the Board containing the contract number in the month following the performance of the services to the Board on or about the 10th day of the month after to Cuyahoga county Board of Elections, Fiscal Department, 2925 Euclid Avenue, Cleveland, Ohio, 44115. Undisputed invoices shall be due and payable by the Board within thirty (30) days from the date of receipt thereof. Invoices shall be accompanied by such supporting documentation as required by the Board. The Board may withhold payment for services that have not been properly performed or completed and shall not be responsible for cost overruns incurred by the Contractor.

#### **E. Taxes.**

The Board is a tax-exempt entity and will provide the Contractor a copy of the Board's tax exemption certificate. The Board shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the Board, nor shall the Board pay any insurance premiums for any coverage of any property not owned by the County. No conditions shall alter this statement.

### **IV. GENERAL TERMS AND CONDITIONS**

**A. Non-Disclosure.** The Contractor agrees that it will not disclose at any time during or after its services under the Contract, either directly or indirectly, any confidential knowledge or information which the Contractor acquires with respect to the Contract or the Board, except as may be required by law, or in a court of competent jurisdiction.

**B. Publicity.** Any use of or reference to the Contract by the Contractor to promote, solicit, or disseminate information regarding the scope of the Contract is prohibited, unless otherwise agreed to in writing by the Board.

**C. Non-Exclusive Rights.** Nothing in the Contract with the Contractor shall preclude the Board from acquiring other services similar to the services provided for in the Contract.

**D. Audits, Records Retention and Inspection.** The Contractor shall maintain all pertinent financial and accounting records, and evidence pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified by the State of Ohio. Financial and accounting records shall be made available upon request for review and/or audit by the Director, his representative, or the Ohio Auditor of State's office at any time during the Contract period or for two (2) years from the expiration date and final payment on the Contract, whichever is later. The

Contractor represents and warrants that it is not subject to an “unresolved” finding for recovery under Ohio Revised Code Section 9.24.

- E. Compliance with Law.** This Contract is subject to all applicable laws, ordinances, resolutions, regulations, rules, and policies of the County. The Contractor agrees to comply with all applicable federal, state, and local laws and regulations in its performance under the Contract, including without limitation, the laws relating to the payment of wages, campaign contributions, drug-free workplace, non-discrimination in employment, ADA compliance, workplace safety, unemployment compensation, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, and any and all tax and payroll deductions required for its employees. If any provision of the Contract conflicts with any law or regulation, then such law or regulation shall prevail. It is understood that neither the Contractor nor its employees are construed as employees of the Board for the purpose of the Public Employees Retirement System (“PERS”), Workers' Compensation, or for any other purpose. The Contractor agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of the Contractor to provide equal opportunity to all persons seeking to contract, or otherwise interested in contracting with, the Contractor.
- F. Certification of Compliance with Ethics and Campaign Contribution Laws.** The Contractor certifies with its signature on the Contract that it is aware of and is in compliance with the Ethics provisions of Ohio Revised Code Sections 102.03 and 102.04, and the provisions of Ohio Revised Code Section 3517.13 as they pertain to Campaign Contribution Limitations under Ohio law. The Contractor agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by the Vendor.
- G. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance under this Contract. The Contractor further covenants that no person having any such interest shall be employed in the performance of this Contract. The Vendor 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 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.#
- H. Assignment and Subcontracting.** The Contractor may not assign, transfer, convey or otherwise transfer or dispose of its rights, title, or interest in, or performance under the Contract to any other person, company, corporation or entity without the prior written approval of the Director of the Board. Any such approved assignment shall not relieve the Contractor from any of its responsibilities under the Contract. All work to be done by subcontractors utilized by the Contractor is subject to preapproval by the Board. All subcontractors or subcontractors selected by the Contractor and approved by the Board must comply with all the terms and conditions contained in the Contract. The Contractor shall not use or subcontract any individual or entity (including any entity that is owned or controlled by any individual) which is the subject of a debarment or suspension hearing or has

otherwise been debarred or suspended by the County or any other governmental entity from performing work or services for the Board.

**I. Default and Termination.**

1. The Contractor shall be in default of the Contract if any of the following occur:
  - a. It makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition under the federal bankruptcy laws or any other law or statute of the United States or any state or local governmental body, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of the property;
  - b. It abandons or discontinues its operations for the Board except when such abandonment or discontinuance is due to a *force majeure* event;
  - c. It fails to expeditiously and actively undertake or substantially or timely perform its responsibilities and obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Contract and such failure continues for a period of 10 calendar days after written notice of such failure is given it by the Board, provided that the failure or refusal to perform under this Contract is not is due to a *force majeure* event.
2. Upon the occurrence of any one or more of the events of default set forth in Paragraph 1 of this Section or upon any other default or material breach of this Contract, the Board may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:
  - a. The Executive Director, upon written notice of his intention to do so, may terminate this Contract and have the services then uncompleted performed by another contractor or otherwise;
  - b. To enjoin any breach or threatened breach by the Contractor of any covenants, Contracts, terms, provisions or conditions of the Contract;
  - c. To sue for the performance of any obligation, promise or Contract devolving upon the Contractor for performance or for damages for the non-performance thereof, all without terminating the Contract; and/or
  - d. Without waiving any default, to pay any sum required to be paid by the Contractor to others than the Board and which the Contractor has failed to pay under the terms and conditions of this Contract and any amounts to be paid by the Board, with interest thereon at 8% per annum from the date of such payment and all expenses connected therewith, shall be repaid by the Contractor to the Board on demand.
3. The Director may terminate the Contract at any time for any reason upon 30 days' written notice to the Contractor. Additionally, the Board may, at any time during the term, suspend or abandon, in whole or in part, the work under the Contract. In either case, the Board shall pay the Contractor for services rendered up to that time on account of such work. Such payments shall be made to the Contractor for partial services in proportion to the completion of the services upon termination.

4. All rights and remedies granted to the Board in the Contract and other rights and remedies that the Board may have at law and in equity are declared to be cumulative and not exclusive and the fact that the Board may have exercised any remedy without terminating this Contract shall not impair the Board's rights to later terminate or to exercise any other remedy granted in the Contract or to which it may be otherwise entitled. In no event shall any action or inaction, including any payments to the Contractor, by the Board constitute or be construed to be a waiver by the Board of any breach of covenant or default which may then exist on the part of the Contractor, and the Board's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available with respect to such breach or default. No assent expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.
- J. **Force Majeure.** The Contractor shall have no liability to the Board if it becomes unable to timely perform the agreed to services due to causes beyond the Contractor's control including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes (except those caused by improper acts or omissions of the Contractor), water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, terrorist acts, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carrier.
- K. **Mediation.** The Board and the Contractor recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, if a dispute arises between the parties, they will attempt in good faith to settle the dispute expeditiously through mediation within thirty (30) days. The Board and the Contractor shall attempt to mutually agree as to the provider of neutral services, and the parties shall share the costs of such mediation equally. In the event the parties cannot mutually agree to a neutral mediator or the deadline described in this Section is not met, unless an extended time frame is consented to by both parties in writing, either party may commence litigation or any other legal proceeding that is appropriate.
- L. **Insurance.** For any work under the Contract and for the term of the Contract, the Contractor and all subcontractors, shall purchase and maintain at its own expense insurance the specified coverage and promptly furnish to the Board certificates of insurance evidencing that the specified insurance coverages are in effect. The insurance coverage to be purchased and maintained by the Contractor and its subcontractors, as required, shall be primary and non-contributory pertaining to any insurance, self-insurance, or self-funding arrangement maintained by the Board, which shall not contribute thereto. There shall be severability of interests among the insureds under the insurance policies. Cross liability coverage shall be included in the policies. All policies, endorsements or modifications to the insurance purchased and maintained by the Contractor and its subcontractors shall be provided by companies authorized to write insurance in Ohio and carry a minimum A.M. Best's rating of A VII or above shall be subject to the Board's review and final acceptance.
1. **General Commercial Liability Insurance.** On an occurrence coverage basis (including, without limitation, coverage for bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability arising from or relating to the Contract, independent contractual, products and completed operations) the Contractor shall purchase general commercial liability insurance policy in the amount of \$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.



2. **Business Automobile Liability Insurance.** Policies 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.
3. **Additional Insured.** The Board, officers, representatives, members, agents, and employees shall be included as additional insureds on the Contractor's Commercial General Liability and Automobile Liability policies. The additional insured coverage afforded under the Contractor's policies shall include both ongoing operations (work in progress) and completed operations (completed work), include the Board on a direct pay endorsement as loss payee, afford the Board thirty (30) days prior notice of cancellation or other material changes and a waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

#### **M. Indemnification**

1. **General.** The Contractor agrees and shall, to the fullest extent permitted by law, indemnify, hold harmless, and, at the option of the Board as decided in its sole discretion, defend or pay for the defense of the Board, Board members, and its officers, agents, representatives, and employees (the "Indemnified Parties") from and against any and all liability, claims, suits, causes of action, liens, demands, losses, damages, (including fines, penalties, incidental and consequential damages), settlements, judgments, costs, and expenses (including reasonable attorneys' fees and any other costs of defense) of every kind, nature, or description arising out of or in connection with, caused by, resulting from, or occurring during the course of the performance of this Contract, whether directly or indirectly, where such liability is
  - a. founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the Contractor's, its officers, employees, agents, independent subcontractors or subcontractors (or subcontractors or independent subcontractors thereof), or any other person or party for which the Contractor is legally liable, and
  - b. is attributable in any manner and to any extent to bodily injury, personal injury, sickness, disease or death of any person, loss of revenue, delay, or the injury to or damage, destruction, or loss of use of property.
2. **Intellectual Property.** The Contractor shall indemnify and shall hold harmless (including reasonable attorney fees) Indemnified Parties against all liability to third parties (other than liability solely the fault of the Indemnified Party) arising from or in connection with claims of violation of United States patents, trademark, trade secrets, proprietary information, copyrights or other intellectual property rights in existence on the Effective Date resulting from the Contractor's or the Board's use of any equipment, software, technology, documentation, and/or data developed in connection with the services and products described in the Contract. If a third-party claim causes the Board's quiet enjoyment or use of any product supplied by the Contractor to be seriously endangered or disrupted, or, should a court order be issued against the Board restricting its use of any product and should the Contractor determine not to further appeal the claim issue, at the Board's sole option, the Contractor shall provide at its sole expense, the following:
  - a. Purchase for the Board the rights to continue using the contested product(s); or
  - b. Provide substitute products to the Board which are, in the Board's sole opinion, of equal or greater quality, or

- c. Refund all monies paid to the Contractor for the product(s) subject to the court action. The Contractor shall also pay to the Board all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).
3. **Conditions.** The indemnity obligations under the Contract shall survive its expiration or earlier termination. Should the Board elect to have the Contractor defend one or more of the Indemnified Parties, the Board shall have the right, but not the obligation, to associate in such defense, whether directly or through outside legal counsel, or both. Nothing herein shall require the Contractor to reimburse the Board for damages or liabilities solely caused by the negligent acts, errors or omissions of one or more of the Indemnified Parties. Between the Contractor and the Board, for purposes of fulfilling the Contractor's indemnity obligations hereunder, the Contractor waives any immunity derived from compliance with the Workers' Compensation Laws of the State of Ohio. The indemnity obligations of the Contractor shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained by the Contractor.
- N. **Rights to Materials.** The Board shall have unrestricted authority to reproduce, distribute, and use (in whole or in part) any reports, data, or materials prepared pursuant to this Contract. All documents prepared by, or with the cooperation of, the Contractor pursuant to the Contract, including all copyrights, are works for hire under the United States Copyright Act and shall, upon payment therefore, become the property of the Board. If for any reason the results and proceeds of the Contractor's services hereunder are determined at any time not to be a work made for hire, the Contractor irrevocably transfers and assigns to the Board all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto. Any materials prepared, created, produced by, or with the cooperation of, the Contractor pursuant to the Contract, including all copyrights, are the property of the Board. The Contractor may retain copies, including reproducible copies of such documents for information and reference. The Board may use such materials without any additional compensation to the Contractor.
- O. **Governing Law and Jurisdiction.** The Contract shall be construed under and governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to the Contract or performance thereunder shall be brought and litigated to completion only in the state and federal courts sitting in Ohio, and each party consents to the exclusive jurisdiction of such courts. The Contractor hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.
- P. **Public Records Act.** The Contractor acknowledges that the Board is subject by law to responding to all Public Record requests under Ohio law. The Contractor shall comply with the Public Record Act in all respects and shall not restrict or otherwise inhibit the Board from complying. If the Board is required to defend an action challenging the Contractor's claimed exemption from the Public Records Act, the Contractor agrees to defend and indemnify the Board from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.
- Q. **Security Protocols.** By executing a contract with the Board of Elections, the Vendor agrees to abide by all security protocols, both physical and cyber, required by the Ohio Secretary of State's Office (SOS) as published in SOS Directives and the Election Official Manual, which are hereby incorporated by reference into the contract. The security protocols are subject to change at the discretion of the SOS

as published on the website of the Secretary of State, which the Vendor agrees constitutes adequate notice of such changes and the Vendor's failure to give notice of objection to the Board of Elections within 5 days of the publication constitutes the Vendor's acceptance of the change.

**Additionally, the Vendor acknowledges they are bound by the security requirements put forth in Exhibits C and D of this Contract.**

## V. GENERAL

**A. Notices.** All notices or communications required or permitted as a part of the Contract shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

1. Received, or
2. Upon transmittal through electronic mail with a carbon copy sent through the United States Postal Service with proper postage affixed and addressed to the respective other party at the address set out below or such other address as the party may have designated by notice to the other party, or
3. Upon delivery by the Board of the notice to a representative of the Contractor while on the Board's property.

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

In the case of the Board:	with a copy to:
Cuyahoga County Board of Elections ATTN: Fiscal Services Manager 2925 Euclid Avenue Cleveland, Ohio 44115 <a href="mailto:kazusy@cuyahogacounty.gov">kazusy@cuyahogacounty.gov</a>	County Prosecutor's Office ATTN: Counsel for the Cuyahoga County Board of Elections 1200 Ontario Street, 9 <sup>th</sup> Floor Cleveland, Ohio 44113
In the case of the Contractor:	with a copy to:
Tenex Software Solutions ATTN: Ravi Kallem, Founding President 5021 W. Laurel Street Tampa, FL 33607	

**B. Reasonable Behavior.** Each party will act in good faith in the performance of its respective responsibilities under the Contract and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Contract.

**C. Integration and Amendment.** The Contract constitutes the entire Contract between the parties and supersedes all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the Contract. The Contract may be modified or extended by formal amendment of the Contract signed by the parties and made a

permanent part of the Contract.

- D. Severability.** The provisions of the Contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of the Contract, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
- F. No Waiver.** No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under the Contract. The payment of funds to the Contractor by the Board should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

**VI. CONSTRUCTION OF CONTRACT**

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



5021 W Laurel Street, Tampa, FL 33607  
(813) 618-3639 | info@tenexsolutions.com

## Cuyahoga County Elections, OH - Quote

Date **January 21, 2021**

To: Cuyahoga County  
2925 Euclid Ave.  
Cleveland, OH 44115

From: Tenex Software Solutions, Inc  
5021 W Laurel Street  
Tampa, FL 33607

Qty	Product Description	Price
	10X University Online Poll Worker Training	
	SaaS License - Year 1 (January 2021 - December 2021)	
	Includes:	
	- Backend course and user management software for county use	
	- Frontend poll worker portal for poll worker applications, training class sign-up, and more	
	- Connectivity with Election Force for sharing poll worker information and assignments	
	- Connectivity with Election Force for sharing poll worker course completion and scores	
	- Web-based cloud hosting	
	- Server capacity management	
	- Security infrastructure maintenance and upgrades	
1	- Remote technical support during business hours	\$ 30,000.00
	10X University Online Poll Worker Training	
2	SaaS License - Year 2 (January 2022 - December 2022)	\$ 30,000.00
	10X University Online Poll Worker Training	
3	SaaS License - Year 3 (January 2023 - December 2023)	\$ 30,000.00
	10X University Online Poll Worker Training	
4	SaaS License - Year 4 (January 2024 - December 2024)	\$ 30,000.00
	10X University Online Poll Worker Training	
5	SaaS License - Year 5 (January 2025 - December 2025)	\$ 30,000.00
<b>Total:</b>		<b>\$ 150,000.00</b>

### Terms:

This quote is valid for 90 days and subject to change based upon contract terms and conditions or any change in configuration.



5021 W. Laurel St.  
Tampa, FL 33607

Re: Sole Source Justification – Online Poll Worker Training

January 18, 2021

The Cuyahoga County Board of Elections is currently looking for a poll worker management solution. Tenex Software Solutions, Inc. is a current vendor of the Cuyahoga County Board of Elections, providing electronic poll books, election night reporting, help desk management, polling location management, and asset and inventory management. Because of the integration available with the current BOE systems provided by Tenex, Tenex is the only vendor that can provide the 10X University Online Poll Worker training solution with the features the county requires including:

- Connectivity between the Election Force (poll worker management solution proposed to the county) and 10X University for the purposes of sharing poll worker names, job titles/assignments, required courses, and contact information.
- Connectivity between Election Force and 10X University for the purposes of sharing course completion activity and course scores.

We appreciate your consideration of our system. If you need any further information, please let us know.

Regards,

A handwritten signature in black ink that reads 'Ravi Kallem'.

Ravi Kallem

## EXHIBIT C – Software Security Requirements

### SECURITY:

**Data Management:** The respondent must meet the following requirements:

- Engage DHS to perform a Risk and Vulnerability Assessment (“RVA”) every two years, in advance of elections. This service includes:
  - Network mapping and vulnerability scanning
  - Phishing tests
  - Web application or database evaluations
  - A full penetration test
- The vendor must submit results and a remediation plan to both the board of elections and the Secretary of CCBOE. Documents must be classified as a security record under ORC 149.433.
- Become a member of the Information Technology ISAC (“IT-ISAC”) and the Elections Infrastructure ISAC (EI-ISAC). An ISAC is a nonprofit organization that provides a central resource for gathering information on cyber threats to critical infrastructure. It also serves as a two-way information sharing mechanism between the private and public sectors.
- Deploy an Albert intrusion detection device, a network security monitoring system that is managed 24/7 by DHS. Several vendors officially use an Albert intrusion detection device as part of their security strategy.
- Notify the Board of Election, Secretary of State’s Office, and EI-ISAC of any system breach immediately after they become aware of it.
- Must keep all CCCCBOE data within the United States. The respondent must provide written notification of the location of the data and keep the CCCCBOE apprised of any change in location of the data.
- Respondent must agree and sign the CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT.

The respondent must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting CCBOE Data are secure and that they protect CCBOE Data from unauthorized disclosure, modification, use or destruction. To accomplish this, the respondent must adhere to the following principles:

- Apply appropriate risk management techniques to balance the need for security measures against the sensitivity of the CCBOE Data.
- Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability of CCBOE Data.
- Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as detect and respond to those threats and vulnerabilities.
- Maintain appropriate identification and authentication processes for information systems and services associated with CCBOE Data.
- Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with CCBOE Data.
- Implement and manage security audit logging on information systems, including computers and network devices

**Licenses:** In addition to licenses covered in Section II,E, the Vender must provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services, including, but not limited to, licenses, registrations, or certifications.

**Background Checks:** All employees or contracted staff sent to Cuyahoga County Board of Elections (CCCCBOE) for any type of service provided on behalf of the respondent must complete a criminal background check that is kept on file with the respondent.

## **SOFTWARE WARRANTY:**

Upon acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Respondent warrants as to all software developed under this contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Respondent's Proposal, and the Contract Documents; (b) the software will be free of any material defects; (c) the Respondent will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated into a Deliverable, and for which the CCBOE has not approved a separate license agreement governing that Commercial Software's warranties as part of the Contracting process, the Respondent represents and warrants that it has done one of the following things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the CCBOE; or (c) fully disclosed in the RFB Documents any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated into a Deliverable, the Respondent will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the Contract Documents (or any attachment referenced in the Contract Documents) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the CCBOE with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Respondent or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all the capabilities designed for end-users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the software.



The Respondent will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code must be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

## **SOFTWARE MAINTENANCE:**

During the warranty period, as well as any optional maintenance periods that the CCBOE exercises, the Respondent must correct any material programming errors that are attributable to the Respondent within a reasonable period. The CCBOE must notify the Respondent, either orally, or in writing, of a problem with the software and provide sufficient information for the Respondent to identify the problem. The Respondent's response to a programming error will depend upon the severity of the problem.

For programming errors that slow the processing of data by a small degree, render minor and non-mandatory functions of the system inoperable or unstable, or require users or administrators to employ workarounds to fully use the software, Respondent will respond to the request for resolution within four business hours.

Furthermore, the Respondent must begin working on a proper solution for the problem within one business day, dedicating the resources required to fix the problem. For any defects with more significant consequences, including those that render key functions of the system inoperable or significantly slow processing of data, the Respondent will respond within two business hours of notice. The Respondent also must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance, and dedicate all available resources to resolving the problem.

For software classified as Commercial Software in the Ownership of Deliverables section and for which the CCBOE has not signed a separate license agreement, the Respondent must acquire for the CCBOE the right to maintenance for one year. That maintenance must be the third-party licensor's standard maintenance program, but at a minimum, that maintenance program must include all updates, patches, and fixes to the software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function (and, if applicable, the subject matter covered by the software) and to correct material defects in the software in a timely fashion. Additionally, the Respondent must obtain a commitment from the licensor to make maintenance available for the product for at least five years after the first year of maintenance. The Respondent also must obtain a commitment from the licensor to limit increases in the annual Fee for maintenance to no more than 7% annually. If the licensor is unable to provide maintenance during that five-year period, then the licensor must be committed to doing one of the following two things: (a) give the CCBOE a pro rata refund of the license fee based on a five-year useful life; or (b) release the source code for the software (except third party software) to the CCBOE for use by the CCBOE solely for the purpose of maintaining the copy(ies) of the software for which the CCBOE has a proper license. For purposes of receiving the source code, the CCBOE agrees to treat it as confidential and to be obligated to the requirements under the Confidentiality section of this contract with respect to the source code. That is, with respect to the source code that the CCBOE gets under this section, the CCBOE will do all the things that the Confidentiality section requires the Respondent to do in handling the CCBOE's Confidential Information.

# Albert Cloud Monitoring Service

## Overview of the Albert Cloud Monitoring Service

The Albert Cloud monitoring service brings the Albert network monitoring service to the cloud. It uses the same trusted and proven IDS engine and rules as our on-premise monitoring service to provide piece of mind for cloud instances. The service is built using CIS Hardened Images and is designed to monitor network traffic going in and out of AWS EC2 instances or Azure Virtual Machine instances. If malicious traffic is detected, just like with our on-premise solution, an alert is generated and processed by the Albert backend. There, the raw alert or alerts are turned into events for analysis by our 24x7 SOC. Next, the SOC analyzes the event for escalation. They will either escalate the event via email or, if the event is found to be a false positive, it is marked as a false positive and not escalated.

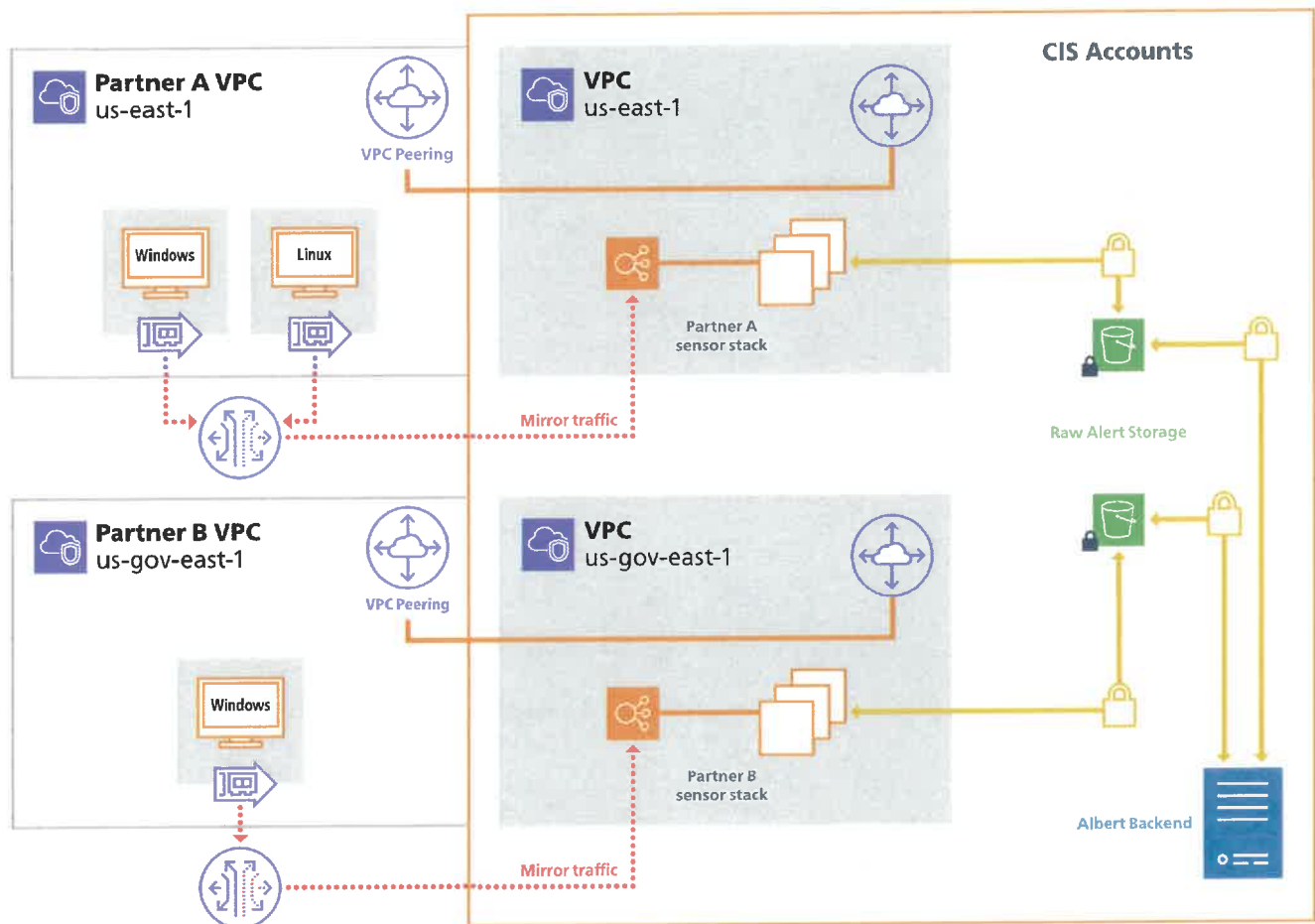
## Albert Monitoring for AWS

Albert Cloud monitoring for AWS lets you monitor the network activity of AWS Elastic Compute Cloud or EC2 instances for malicious threats. The Albert service utilizes the native AWS services VPC peering and VPC mirroring to securely send a copy of the traffic going in and out of an instance to an Albert sensor running in CIS's AWS account. Your organization's dedicated Albert sensor or Cloud sensor stack is made up of an Elastic Load balancer and a group of EC2 instances using CIS Hardened Images running in an auto scaling group (ASG). The auto scaling group scales up and down based on network load to reduce costs during times of low traffic. ASGs also provides fault tolerance, from instance or zone failures. The IDS engine running on each instance processes traffic and generates the raw alerts which are encrypted during transmission and at rest in AWS S3 storage. Lastly, the raw alerts are handed off to the Albert backend to be processed, analyzed, and escalated by our SOC Analysts.

### Requirements for AWS monitoring

There are minimal requirements for Albert Cloud monitoring in AWS. Currently only Nitro-based EC2 instances can be monitored. This is a requirement of the VPC mirroring service used to mirror traffic from your instance to the Albert sensor stack. Most organizations should be on or planning to migrate to this instance type for EC2 as it is a better cost performance proposition, has enhanced security features, and many other benefits (<https://aws.amazon.com/ec2/nitro/>). You will also need to peer the VPC that the instances to be monitored are in to the VPC that the Albert Cloud sensor is in. Lastly you will need to configure the AWS VPC mirror in your account to use the Albert Cloud sensor. We have developed AWS native automation to assist with these steps so setup of these requirements should be relatively easy.

## Albert Monitoring for AWS Logical Diagram



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## Albert Monitoring for Azure

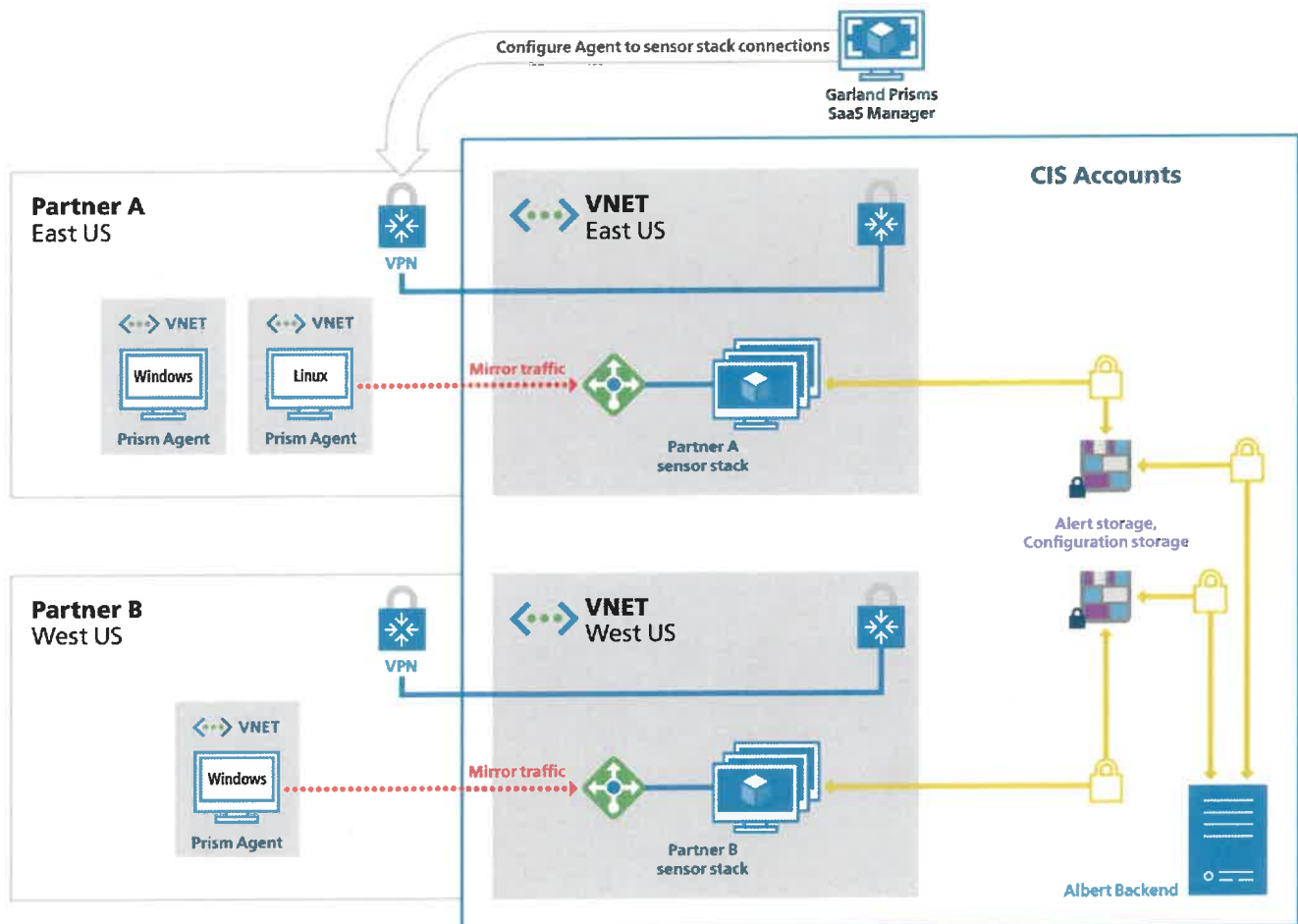
Albert Cloud monitoring for Azure lets you monitor the network activity of Azure Virtual Machines or VM instances for malicious threats. The monitoring service leverages Garland's Prisms Cloud agent along with Azure VPN to securely send a copy of the traffic going in and out of an instance to an Albert sensor stack running in CIS's Azure account. The mirrored traffic is directed at your organization's dedicated Albert Cloud sensor which is made up of an Azure Load Balancer and a group of VM instances using CIS Hardened Images running in a VM Scale Set. The VM Scale Set scales up and down on demand to reduce costs during times of low traffic and to add fault tolerance if an instance fails. The IDS engine running on each instance processes traffic and generates the raw alerts which are encrypted during transmission and at rest in Azure Blob storage. Lastly, the raw alerts are handed off to the Albert backend to be processed, analyzed, and escalated by our SOC Analysts.

### Requirements for Azure monitoring

There are a few additional resources that need to be created in your Azure subscription to support Albert Cloud monitoring in Azure. First a VPN connection must be made using Azure VPN between your organization's VNET and CIS's VNET. The VPN connection provide a cost-efficient method for secure transmission of mirrored traffic to the Albert Cloud sensor. Once that is complete, the Garland Prism agent needs to be installed on each VM to be monitored. The agent is a lightweight process that copies traffic inbound/outbound from your VM to the Albert Cloud sensor. The agent can be installed on Windows or Linux systems using an installer provided by CIS. The installer has a quiet mode to allow for incorporation into any environmental automations your agency may have.



## Albert Monitoring for Azure Logical Diagram



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## Albert Cloud Leverages CIS Hardened Images

Albert Cloud uses services specific to the particular cloud service provider (CSP) as well as CIS Hardened Images. CIS Hardened Images are virtual machine images pre-configured to applicable CIS Benchmark recommendations. CIS Benchmarks and their corresponding CIS Hardened Images are used by thousands of organizations for compliance support with DoD Cloud Computing SRG, FedRAMP, PCI DSS, NIST, and HIPAA standards. They help mitigate common threats such as malware, insufficient authorization, and remote intrusion, and are updated every month to address patching and vulnerabilities.

## Contact CIS

Visit [www.cisecurity.org](http://www.cisecurity.org) or email [CIS\\_Services@cisecurity.org](mailto:CIS_Services@cisecurity.org).

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

**CONTRACTOR**

By: Ravi Kallem

Printed: Ravi Kallem

Title: President

Date: March 3, 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** – Contractor Quote with Product Description

**EXHIBIT B** – Contractor Sole Source Letter

**EXHIBIT C** – Software Security Requirements

**EXHIBIT D** – CIS Albert Cloud Monitoring Service





# CUYAHOGA COUNTY BOARD OF ELECTIONS

**Jeff Hastings**  
Chairman

**Inajo Davis Chappell**  
Member

**Lisa M. Stickan**  
Member

**David J. Wondolowski**  
Member

**Anthony W. Perlatti**  
Director

## Memorandum

**To:** Board Members  
**Cc:** Anthony W. Perlatti, Director  
**From:** Kendra Zusy, Fiscal Services Manager   
**Date:** March 12, 2021  
**Re:** Contract Award Recommendation for CLERAC, LLC. DbA Enterprise Rent-A-Car

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In accordance with Section 3501.301 of the Ohio Revised Code, a Public Notice for Request for Proposals (RFP) for the rental of cargo vans and mini vans, for the period May 4, 2021 through May 2, 2023, was released online and published in the Daily Legal News on February 23, 2021.

One bid was received by the bid deadline on March 1, 2021. The total amount of the bid, submitted by Enterprise Rent-A-Car, was \$198,396.00, which includes six (6) elections. A countywide election has an average cost of \$36,180.00, while a non-countywide election has an average cost of \$17,820.00. A 10% contingency was included in the total contract to allow for fluctuations in van quantities.

Enterprise Rent-A-Car has proven to be a reliable vendor since the Board of Elections began renting vans for its election night transportation needs. Further, its prices are in line with the prices submitted for bids in past elections.

Therefore, a contract award is recommended to Enterprise Rent-A-Car in the amount of \$198,396.00 for the rental of cargo vans and mini vans for the period May 4, 2021 through May 2, 2023.

**CONTRACT****by and between the****CUYAHOGA COUNTY BOARD OF ELECTIONS****and****CLERAC, LLC dba Enterprise Rent-A-Car**

THIS CONTRACT (the "Contract") is made and entered into on March 12<sup>th</sup>, 2021, by and between the Cuyahoga County Board of Elections (the "Board") in Cleveland, Ohio, a body politic and a political subdivision of the State of Ohio organized and existing under Title 35 of the Ohio Revised Code, and CLERAC, LLC dba Enterprise Rent-a-Car, having principal place of business at 8246 Mowhawk Drive, Strongsville, OH 44136 (the "Vendor"). The Board and the Vendor may hereafter be referred to singularly as a "Party", or jointly as "Parties".

WHEREAS, the Board must rent various cargo vans and mini vans for the purpose of conducting elections; and

WHEREAS, the Board published notice of its Request for Bids ("RFB", Exhibit A) to supply such vehicle rental services in the Daily Legal News February 23, 2021 through February, 27, 2021; and

WHEREAS, the Vendor has submitted a response (the "Bid", Exhibit B) to the RFB that is responsive to all the requirements contained in the RFB; and

WHEREAS, the Board has determined that the Vendor's Bid is lowest and best in accordance with Section 3501.301 of the Ohio Revised Code, and the parties intend to contract for the vehicle rental services on the basis of the RFB and Bid through this instrument, which are both incorporated by reference as if fully rewritten herein.

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

**I. Amount**

- A. **Amount.** The total amount paid by the Board to the Vendor pursuant to this Contract shall not exceed **\$198,396.00**. The Board shall pay the Vendor based on periodic verified invoices that are undisputed and contain supporting documentation for actual rental categories and quantities and the corresponding amounts set forth in Bid. If the invoice is not acceptable, the Board shall inform the Vendor of the reasons and the corrective actions necessary, if any, to qualify the billing for approval.

## II. Scope of Services

- A. **Van Rentals.** The Board shall rent from Vendor various cargo vans and minivans for the purpose of transporting election materials for the elections to be held during the Term. The actual quantities of cargo vans and minivans required for each election shall be determined by the Board, and the quantities described in the RFB are merely good faith estimates. Vendor shall deliver and pick up the vans on the dates specified by the Board.
- B. **Cargo Vans.** Cargo vans provided by the Vendor to the Board shall be Chevrolet Express Cargo Vans or similar make/models as approved by the Board.
- C. **Minivans.** Minivans provided by the Vendor to the Board shall be Dodge Grand Caravans or similar make/models as approved by the Board.
- D. **Estimated Van Quantities.** Listed below are the estimated van quantities that will be required for the elections currently scheduled during the Term, as well as the anticipated delivery dates.
  - 1. May 4, 2021 Primary Election
    - a. Friday Delivery (April 30, 2021)
      - i. 4 cargo vans
    - b. Monday Delivery (May 3, 2021)
      - i. 8 cargo vans
      - ii. 26 minivans
  - 2. September 14, 2021 Primary Election
    - a. Friday Delivery (September 10, 2021)
      - i. 7 cargo vans
    - b. Monday Delivery (September 13, 2021)
      - i. 22 cargo vans
      - ii. 44 minivans
  - 3. November 2, 2021 General Election
    - a. Friday Delivery (October 29, 2021)
      - i. 7 cargo vans
    - b. Monday Delivery (November 1, 2021)
      - i. 22 cargo vans
      - ii. 44 minivans
  - 4. May 3, 2022 Primary Election
    - a. Friday Delivery (April 29, 2022)
      - i. 7 cargo vans

- b. Monday Delivery (May 2, 2022)
        - i. 22 cargo vans
        - ii. 44 minivans
  - 5. November 8, 2022 General Election
    - a. Friday Delivery (November 4, 2022)
      - i. 7 cargo vans
    - b. Monday Delivery (November 7, 2022)
      - i. 22 cargo vans
      - ii. 44 minivans
  - 6. May 2, 2023 Primary Election
    - a. Friday Delivery (April 28, 2023)
      - i. 4 cargo vans
    - b. Monday Delivery (May 1, 2023)
      - i. 8 cargo vans
      - ii. 26 minivans
- E. **Actual Van Quantities.** The actual quantities of vans the Board shall require for each election are subject to change. Increases or decreases in the actual quantities compared to the estimated quantities shall have no effect on pricing. Further, the Vendor shall not charge the Board any penalties or fees if the Board determines that no vans are needed for an election.
- F. **Deadlines.** The Board shall notify the Vendor of the actual quantity of vans needed for an election at least 32 calendar days prior to such election. If the 32-day deadline for notification occurs on a weekend or state-observed holiday, then the deadline shall be the subsequent business day. The Board may modify its requested quantities up to 10 calendar days before the delivery date. If the Board modifies its request after the 10-day deadline, then the Vendor shall make a good-faith effort to provide the modified quantities, if possible. The actual deadlines for the currently scheduled elections are as follows:
- 1. May 4, 2021 Primary Election
    - a. Notification Deadline: April 1, 2021
    - b. Modification Deadline (Friday Delivery): April 20, 2021
    - c. Modification Deadline (Monday Delivery): April 23, 2021
  - 2. September 14, 2021 Primary Election
    - a. Notification Deadline: August 13, 2021
    - b. Modification Deadline (Friday Delivery): August 31, 2021
    - c. Modification Deadline (Monday Delivery): September 3, 2021
  - 3. November 2, 2021 General Election
    - a. Notification Deadline: October 1, 2021

- b. Modification Deadline (Friday Delivery): October 19, 2021
  - c. Modification Deadline (Monday Delivery): October 22, 2021
- 4. May 3, 2022 Primary Election
  - a. Notification Deadline: April 1, 2022
  - b. Modification Deadline (Friday Delivery): April 19, 2022
  - c. Modification Deadline (Monday Delivery): April 22, 2022
- 5. November 8, 2022 General Election
  - a. Notification Deadline: October 7, 2022
  - b. Modification Deadline (Friday Delivery): October 25, 2022
  - c. Modification Deadline (Monday Delivery): October 28, 2022
- 6. May 2, 2023 Primary Election
  - a. Notification Deadline: March 31, 2023
  - b. Modification Deadline (Friday Delivery): April 18, 2023
  - c. Modification Deadline (Monday Delivery): April 21, 2023
- G. **Additional Elections.** During the Term, the Board may be required to conduct additional elections other than those listed in Section III(D). These additional elections shall also be subject to the specifications, requirements, and terms of this Contract. The Board shall notify the Vendor of the actual quantity of vans needed for such election at least 32 calendar days prior to the election, or otherwise as soon as reasonably possible. If the 32-day deadline for notification occurs on a weekend or state-observed holiday, then the deadline shall be the subsequent business day. The Board may modify its requested quantities up to 10 calendar days before the delivery date. If the Board modifies its request after the 10-day deadline, then the Vendor shall make a good-faith effort to provide the modified quantities, if possible.
- H. **Friday Deliveries.** Vans required by the Board on the Friday before the date of an election shall be delivered by the Vendor by 3:00 p.m. (EST) to the dock of the Board's warehouse location ("Warehouse") at 3951 Perkins Avenue, Cleveland, Ohio 44114. The dock is located on the east side of the building along E. 40<sup>th</sup> Street.
- I. **Monday Deliveries.** Vans required by the Board on the Monday before the date of an election shall be delivered by the Vendor by 3:00 p.m. (EST) to the parking lot of the Cuyahoga County Metzenbaum Center ("Metzenbaum Center") located at 3343 Community College Avenue, Cleveland, Ohio 44115.
- J. **Wednesday Pickup.** The Vendor shall pick up all vans from the Metzenbaum Center on the Wednesday after the date of an election. Pickup shall be completed by 2:00 p.m. (EST) on such date.

- K. **Alternate Delivery/Pickup Locations.** For any election, the Board may stipulate that a delivery or pickup shall be made at an alternate location. In such instance, the Board shall notify the Vendor of the alternate location at least one full business day in advance of the delivery or pickup. Any alternate delivery or pickup location shall be within Cuyahoga County, Ohio.
- L. **Gasoline.** All vans will be delivered with at least a half tank of gasoline and will be returned with "as-is" fuel tank level.
- M. **Seats Removed.** All vans will be delivered without the middle and back-row(s) of seats in order to maximize storage capacity.
- N. **GPS Tracking.** The Vendor shall allow the Board to utilize the Board's own GPS tracking units on all vans provided by the Vendor.
- O. **Sanitized.** All vans will be delivered clean and sanitized.
- P. **Mechanical Failure.** The Vendor shall be responsible for all mechanical repair services and charges should the rental vehicle experience down time during the rental period or the Vendor shall deliver a replacement vehicle, same or similar model, and/or offer emergency roadside assistance at no additional cost to the Board. The Vendor is responsible for retrieving the rental vehicle in the event it must be abandoned. In this event, the Board will only be charged for the use of one (1) vehicle.
- Q. **Pricing.** Pricing is to be based upon the pricing structure using the Bid Included as Exhibit B.

### III. **Board Responsibilities**

- A. **Project Management.** The Board shall assign a member or members of its staff to serve as manager(s) to serve as the main point of contact for this project. Project manager(s) shall facilitate Vendor's activities, provide access to relevant individuals and data, and be responsible to review Vendor's performance. Project managers shall be neither directly nor indirectly responsible for performing any project activities for Vendor.

### IV. **Vendor Responsibilities**

- A. **Project Management.** The Vendor shall assign a Project Manager(s) to serve as main point of contact between the Board and the Vendor.
- B. **Unbiased Business Conduct.** The Vendor 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 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.

**V. Contract Term**

- A. **Term.** The term of the Contract shall commence **April 1, 2021 through May 5, 2023** (the "Term").
- B. **Renewal Periods.** Upon expiration of the Term, the Contract may be renewed, by mutual agreement between the Board and Vendor, for any amount of time and for any number of periods. Each renewal shall be considered a "Renewal Period." The decision to renew shall be subject to the majority approval of the Board Members of the Board.

**VI. Contract Termination and Suspension**

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

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



#### VII. Contract Remedies

- A. **Actual Damages.** Vendor is liable to the Board for all actual and direct damages caused by Vendor's default. The Board may buy substitute supplies or services, from a third party, for those that were to be provided by Vendor. The Board may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Vendor's default, from Vendor.
- B. **Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine, the Board may recover liquidated damages in the amount of 1% of the value of the services, products, or supplies that is the subject of the default, for every day that default is not cured by Vendor.
- C. **Deduction of Damages from Contract Price.** The Board may deduct all or any part of the damages resulting from Vendor's default from any part of the price still due on the Contract, upon prior written notice to being issued to the Vendor by the Board.
- D. **Invoicing.** After each election, Vendor shall promptly submit one original invoice to the Board for the ballots and other deliverables actually rendered for such election. The ballots shall be listed in line-item detail by type. Other deliverables shall also be listed in line-item detail. All items shall be charged at the prices specified in Vendor's bid.
- E. **Payments.** Payments 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.
- F. **Tax Exempt.** The Board is a tax-exempt No. 29 political subdivision of the State of Ohio (Federal ID No. 34-6000817) and can provide necessary tax exemption forms upon Vendor's request.

#### VIII. General Terms and Conditions

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

supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any Party to this Contract.

- D. **Amendments.** This Contract may be amended only in writing approved by a majority of the Board Members of the Board and executed by both Parties.
- E. **Conflicts.** The terms of this Contract shall control over any conflicting terms in any referenced agreement or document.
- F. **Time.** Time is of the essence as to all dates set forth herein. A failure to perform by the dates and times specified herein, including any applicable cure periods, will be a material breach of the Contract.
- G. **Strict Performance.** The failure of the Board to insist upon strict performance of the terms, covenants, agreements and conditions contained in this Contract shall not constitute or be construed as a waiver or relinquishment of the Board's rights to thereafter enforce such term, covenants or condition, but the same shall continue in full force and effect.
- H. **Assignment.** Vendor shall not assign or subcontract any of its obligations or duties under this Contract without the prior consent of the Board.
- I. **Independent Contractor.** Vendor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Vendor for work performed under the terms of the Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials.
- J. **Indemnification.** Vendor shall indemnify, defend, and save the Board harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties or from any act of Vendor, its employees, servants, agents or any other person or party for which the Vendor is legally liable.
- K. **Limitation of Liability.** In no event shall the Board be liable to Vendor or any third party for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits.
- L. **Compliance with Laws.** Each Party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

- M. **Force Majeure.** Neither Party shall be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party.
- N. **Successors and Assigns.** This Contract shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.
- O. **Survival.** All provisions that logically ought to survive termination of this agreement shall survive.
- P. **Notices.** For any notice under the Contract to be effective, it must be made in writing and sent via email to the appropriate contact provided elsewhere in the Contract. The date of notice shall be the date such email is sent.
- Q. **Ownership.** All products produced in response to the Contract shall be the sole property of the Board.
- R. **Headings.** The headings used in the Contract are for convenience only and shall not affect the interpretation of any of the contract terms and conditions.

**IX. Required Contract Documents**

- A. **Signature Authority.** A signature authority document for Vendor's representative who signs the Contract:
  - 1. For a corporation, a notarized certificate of power of attorney authorizing the individual's signature to bind the corporation or a notarized certificate of corporate resolution authorizing the signature of the document.
  - 2. For the sole owner, a notarized statement indicating that the individual is the sole owner and is authorized to sign for and bind the company.
  - 3. For a partnership, a certificate of partnership agreement showing the names and addresses of all partners and authorizing the signatures to bind the partnership.
- B. **Workers Compensation Certificate.** A Worker's Compensation Certificate is required from corporations and partnerships with employees. Sole proprietors and individual consultants are not required to submit this document. 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.
- C. **Certificates of Insurance.** Vendor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

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

- a. Thirty (30) days prior notice of cancellation or material change;
- 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. 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.

THIS AGREEMENT shall be subject to 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: Mike NichterTitle: Group Truck ManagerDate: 3/10/21**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

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**INDEX OF EXHIBITS**

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Exhibit A	Request for Bid (RFB)
Exhibit B	Vendor's Bid (RFB "Exhibit A – Bid Form")



## CUYAHOGA COUNTY BOARD OF ELECTIONS REQUEST FOR BIDS

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**Bid #:** 2021.03.01

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

**Subject:** Rental of Various Cargo Vans and Minivans for the purpose of conducting elections

**Issue Date:** Tuesday, February 23, 2021

**Pre-Bid Conference:** N/A

**Due Date:** 3:00 pm (EST) on Monday, March 1, 2021 via e-mail only to [boefiscalservices@cuyahogacounty.gov](mailto:boefiscalservices@cuyahogacounty.gov)

**Contacts:**

Kendra Zusy Fiscal Services Manager (216) 443-6442 <a href="mailto:kazusy@cuyahogacounty.gov">kazusy@cuyahogacounty.gov</a>	Patrick McAlea Assistant Fiscal Services 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 Saturday, February 27, 2021, 10:00 am (EST).

## SECTION I: SCOPE OF SERVICES

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### I. Background

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

The selected Vendor ("Vendor") shall be responsible for providing various Cargo Vans and Minivans, in quantities identified by the Board, for the purpose of transporting ballots, equipment and supplies to and from poll locations, throughout Cuyahoga County, during each election cycle(s) identified in this RFB.

### II. Amount

- A. **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).

### III. Description of Deliverables

- A. **Van Rentals.** The Board shall rent from Vendor various cargo vans and minivans for the purpose of transporting election materials for the elections to be held during the Term. The quantities of cargo vans and minivans required for each election shall be determined by the Board. Vendor shall deliver and pick up the vans on the dates specified by the Board.
- B. **Cargo Vans.** Cargo vans provided by the Vendor to the Board shall be Chevrolet Express Cargo Vans or similar make/models as approved by the Board.
- C. **Minivans.** Minivans provided by the Vendor to the Board shall be Dodge Grand Caravans or similar make/models as approved by the Board.
- D. **Estimated Van Quantities.** Listed below are the estimated van quantities that will be required for the elections currently scheduled during the Term, as well as the anticipated delivery dates.



1. May 4, 2021 Primary Election
  - a. Friday Delivery (April 30, 2021)
    - i. 4 cargo vans
  - b. Monday Delivery (May 3, 2021)
    - i. 8 cargo vans
    - ii. 26 minivans
2. September 14, 2021 Primary Election
  - a. Friday Delivery (September 10, 2021)
    - i. 7 cargo vans
  - b. Monday Delivery (September 13, 2021)
    - i. 22 cargo vans
    - ii. 44 minivans
3. November 2, 2021 General Election
  - a. Friday Delivery (October 29, 2021)
    - i. 7 cargo vans
  - b. Monday Delivery (November 1, 2021)
    - i. 22 cargo vans
    - ii. 44 minivans
4. May 3, 2022 Primary Election
  - a. Friday Delivery (April 29, 2022)
    - i. 7 cargo vans
  - b. Monday Delivery (May 2, 2022)
    - i. 22 cargo vans
    - ii. 44 minivans
5. November 8, 2022 General Election
  - a. Friday Delivery (November 4, 2022)
    - i. 7 cargo vans
  - b. Monday Delivery (November 7, 2022)
    - i. 22 cargo vans
    - ii. 44 minivans
6. May 2, 2023 Primary Election
  - a. Friday Delivery (April 28, 2023)
    - i. 4 cargo vans
  - b. Monday Delivery (May 1, 2023)
    - i. 8 cargo vans
    - ii. 26 minivans

- E. Actual Van Quantities.** The actual quantities of vans the Board shall require for each election are subject to change. Increases or decreases in the actual quantities compared to the estimated quantities shall have no effect on pricing. Further, the Vendor shall not charge the Board any penalties or fees if the Board determines that no vans are needed for an election.
- F. Deadlines.** The Board shall notify the Vendor of the actual quantity of vans needed for an election at least 32 calendar days prior to such election. If the 32-day deadline for notification occurs on a weekend or state-observed holiday, then the deadline shall be the subsequent business day. The Board may modify its requested quantities up to 10 calendar days before the delivery date. If the Board modifies its request after the 10-day deadline, then the Vendor shall make a good-faith effort to provide the modified quantities, if possible. The actual deadlines for the currently scheduled elections are as follows:
1. May 4, 2021 Primary Election
    - a. Notification Deadline: April 1, 2021
    - b. Modification Deadline (Friday Delivery): April 20, 2021
    - c. Modification Deadline (Monday Delivery): April 23, 2021
  2. September 14, 2021 Primary Election
    - a. Notification Deadline: August 13, 2021
    - b. Modification Deadline (Friday Delivery): August 31, 2021
    - c. Modification Deadline (Monday Delivery): September 3, 2021
  3. November 2, 2021 General Election
    - a. Notification Deadline: October 1, 2021
    - b. Modification Deadline (Friday Delivery): October 19, 2021
    - c. Modification Deadline (Monday Delivery): October 22, 2021
  4. May 3, 2022 Primary Election
    - a. Notification Deadline: April 1, 2022
    - b. Modification Deadline (Friday Delivery): April 19, 2022
    - c. Modification Deadline (Monday Delivery): April 22, 2022
  5. November 8, 2022 General Election
    - a. Notification Deadline: October 7, 2022
    - b. Modification Deadline (Friday Delivery): October 25, 2022
    - c. Modification Deadline (Monday Delivery): October 28, 2022
  6. May 2, 2023 Primary Election
    - a. Notification Deadline: March 31, 2023
    - b. Modification Deadline (Friday Delivery): April 18, 2023
    - c. Modification Deadline (Monday Delivery): April 21, 2023

- G. **Additional Elections.** During the Term, the Board may be required to conduct additional elections other than those listed in Section III(D). These additional elections shall also be subject to the specifications, requirements, and terms of this Contract. The Board shall notify the Vendor of the actual quantity of vans needed for such election at least 32 calendar days prior to the election, or otherwise as soon as reasonably possible. If the 32-day deadline for notification occurs on a weekend or state-observed holiday, then the deadline shall be the subsequent business day. The Board may modify its requested quantities up to 10 calendar days before the delivery date. If the Board modifies its request after the 10-day deadline, then the Vendor shall make a good-faith effort to provide the modified quantities, if possible.
- H. **Friday Deliveries.** Vans required by the Board on the Friday before the date of an election shall be delivered by the Vendor by 3:00 p.m. (EST) to the dock of the Board's warehouse location ("Warehouse") at 3951 Perkins Avenue, Cleveland, Ohio 44114. The dock is located on the east side of the building along E. 40<sup>th</sup> Street.
- I. **Monday Deliveries.** Vans required by the Board on the Monday before the date of an election shall be delivered by the Vendor by 3:00 p.m. (EST) to the parking lot of the Cuyahoga County Metzenbaum Center ("Metzenbaum Center") located at 3343 Community College Avenue, Cleveland, Ohio 44115.
- J. **Wednesday Pickup.** The Vendor shall pick up all vans from the Metzenbaum Center on the Wednesday after the date of an election. Pickup shall be completed by 2:00 p.m. (EST) on such date.
- K. **Alternate Delivery/Pickup Locations.** For any election, the Board may stipulate that a delivery or pickup shall be made at an alternate location. In such instance, the Board shall notify the Vendor of the alternate location at least one full business day in advance of the delivery or pickup. Any alternate delivery or pickup location shall be within Cuyahoga County, Ohio.
- L. **Gasoline.** All vans will be delivered with at least a half tank of gasoline and will be returned with "as-is" fuel tank level.
- M. **Seats Removed.** All vans will be delivered without the middle and back-row(s) of seats in order to maximize storage capacity.
- N. **GPS Tracking.** The Vendor shall allow the Board to utilize the Board's own GPS tracking units on all vans provided by the Vendor.
- O. **Sanitized.** All vans will be delivered clean and sanitized.

- P. **Mechanical Failure.** The Vendor shall be responsible for all mechanical repair services and charges should the rental vehicle experience down time during the rental period or the Vendor shall deliver a replacement vehicle, same or similar model, and/or offer emergency roadside assistance at no additional cost to the Board. The Vendor is responsible for retrieving the rental vehicle in the event it must be abandoned. In this event, the Board will only be charged for the use of one (1) vehicle.
- Q. **Pricing.** Pricing is to be based upon the pricing structure using the pricing sheet template provided and included as Exhibit A of this RFB.

IV. **Board Responsibilities**

- A. **Project Management.** The Board shall assign a member or members of its staff to serve as manager(s) to serve as the main point of contact for this project. Project manager(s) shall facilitate Vendor's activities, provide access to relevant individuals and data, and be responsible to review Vendor's performance. Project managers shall be neither directly nor indirectly responsible for performing any project activities for Vendor.

V. **Vendor Responsibilities**

- A. **Project Management.** The Vendor shall assign a Project Manager(s) to serve as main point of contact between the Board and the Vendor.
- B. **Unbiased Business Conduct.** The Vendor 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 Vendor will not act or engage in any conduct that gives the appearance of impropriety or exhibits political bias or taints the elections process by reason of any partisanship of any kind, perceived or otherwise. The Vendor agrees i) to conduct its operations so as not to cause disrepute, contempt or scandal on the Board or otherwise interfere, directly or indirectly, with the Board's election administration process, and ii) that the Vendor acknowledgements and agreements are a material inducement for the Board to select the Vendor for contract award.

**END OF SECTION I**

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**SECTION II: BID REQUIREMENTS**

VI. **Required Bid Documents**

All bids shall include the following:

- A. **Cover Letter.** A cover letter that includes a brief description of the firm, including history, number of years in business, type(s) of service(s) provided, and legal status of Bidder's organization (i.e., corporation, partnership, sole proprietor, etc.).
- B. **Summary.** A summary of the Bidder's prior experience that describes the adequacy of staff, equipment, and past performance of the organization relevant to this project.
- C. **References.** A list of at least three references that include name, phone number and address of customers for similar projects the firm has completed.
- D. **Bid Form.** A completed Bid Form (Exhibit A). This form has been provided in Excel format. Bidder must follow all instructions specified in the "Instructions" section.

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**END OF SECTION II**

### SECTION III: CONTRACT TERMS & REQUIREMENTS

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#### VII. Contract Term

- A. **Term.** The term of the Contract shall commence **April 1, 2021 through May 5, 2023** (the "Term").
- B. **Renewal Periods.** Upon expiration of the Term, the Contract may be renewed, by mutual agreement between the Board and Vendor, for any amount of time and for any number of periods. Each renewal shall be considered a "Renewal Period." The decision to renew shall be subject to the majority approval of the Board Members of the Board.

#### VIII. Contract Termination and Suspension

- A. **Contract Termination.** If Vendor fails to perform any of its obligations under the Contract, it will be in default, and the Board may terminate the Contract in accordance with this section. The termination will be effective on the date delineated by the Board.
  - 1. Termination for Default. If Vendor's default is unable to be cured in a reasonable time based on the circumstances at the time of Vendor's default, the Board may terminate the Contract by written notice to the Vendor.
  - 2. Termination for Unremedied Default. If Vendor's default may be cured within a reasonable time based on the circumstances at the time of Vendor's default, the Board will provide written notice to Vendor specifying the default and the time within which Vendor must correct the default. If Vendor fails to cure the specified default within the time required, the Board may terminate the Contract. If the Board does not give timely notice of default to Vendor, the Board has not waived any of its rights or remedies concerning the default.
  - 3. Termination for Persistent Default. The Board may terminate this Contract by written notice to Vendor for defaults that are cured but are persistent. "Persistent" means three or more defaults. After the Board has notified Vendor of its third default, the Board may terminate this Contract without providing Vendor with an opportunity to cure if Vendor defaults for a fourth time. The four defaults are not required to be related to each other in any way.
  - 4. Termination for Endangered Performance. The Board may terminate this Contract by written notice to Vendor if the Board determines that the performance of Vendor is endangered through no fault of the Board.

5. Termination for Financial Instability. The Board may terminate this Contract by written notice to Vendor if a petition in bankruptcy or similar proceeding has been filed by or against the Vendor.
  6. Termination for Delinquency, Violation of Law. The Board may terminate this Contract by written notice if it determines that Vendor is delinquent in its payment of federal, state, or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs, or any other obligation owed to a state agency or political subdivision. The Board may also cancel this Contract, if it determines that Vendor has violated any law during the performance of this Contract. However, the Board may not terminate this Contract if Vendor has entered into a repayment agreement with which Vendor is current.
  7. Termination for Subcontractor Default. The Board may terminate this Contract for the default of Vendor or any of its subcontractors. Vendor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the Board for any liability to them. Subcontractors will hold the Board harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Vendor for any compensation to which they may be entitled.
  8. Termination for Convenience. The Board may terminate this Contract for its convenience after issuing written notice to Vendor. In such case, Vendor will be entitled to compensation for any supplies or products that Vendor has delivered or services rendered before the termination. Such compensation will be the Vendor's exclusive remedy in the case of termination for convenience and will be available to the Vendor only after submitting a proper invoice for the services, products, or supplies, with the invoice reflecting the amount determined by the Board to be owing to Vendor.
  9. Termination, Vendor Responsibilities. Upon receipt of the notice of termination, Vendor will immediately cease all work related to the Contract, if applicable, and refuse any additional orders, and take all steps necessary to minimize the costs Vendor will incur related to this Contract.
- B. **Contract Suspension.** If Vendor fails to perform any one of its obligations under this Contract, it will be in default and the Board may suspend rather than terminate this Contract where the Board believes that doing so would better serve its interest. In the case of suspension for the Board's convenience, the amount of compensation due to Vendor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the Board's convenience or Vendor may be entitled to compensation for work performed before the suspension, less any damage to the Board resulting from Vendor's breach of this Contract or other fault. The notice of suspension, whether with or without cause, will be effective immediately on Vendor's receipt of the notice.

## **IX. Contract Remedies**

- A. **Actual Damages.** Vendor is liable to the Board for all actual and direct damages caused by Vendor's default. The Board may buy substitute supplies or services, from a third party, for those that were to be provided by Vendor. The Board may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Vendor's default, from Vendor.
- B. **Liquidated Damages.** If actual and direct damages are uncertain or difficult to determine, the Board may recover liquidated damages in the amount of 1% of the value of the services, products, or supplies that is the subject of the default, for every day that default is not cured by Vendor.
- C. **Deduction of Damages from Contract Price.** The Board may deduct all or any part of the damages resulting from Vendor's default from any part of the price still due on the Contract, upon prior written notice to being issued to the Vendor by the Board.
- D. **Invoicing.** After each election, Vendor shall promptly submit one original invoice to the Board for the ballots and other deliverables actually rendered for such election. The ballots shall be listed in line-item detail by type. Other deliverables shall also be listed in line-item detail. All items shall be charged at the prices specified in Vendor's bid.
- E. **Payments.** Payments 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.
- F. **Tax Exempt.** The Board is a tax-exempt No. 29 political subdivision of the State of Ohio (Federal ID No. 34-6000817) and can provide necessary tax exemption forms upon Vendor's request.

## **X. General Terms and Conditions**

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



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

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

- M. **Force Majeure.** Neither Party shall be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party.
- N. **Successors and Assigns.** This Contract shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.
- O. **Survival.** All provisions that logically ought to survive termination of this agreement shall survive.
- P. **Notices.** For any notice under the Contract to be effective, it must be made in writing and sent via email to the appropriate contact provided elsewhere in the Contract. The date of notice shall be the date such email is sent.
- Q. **Ownership.** All products produced in response to the Contract shall be the sole property of the Board.
- R. **Headings.** The headings used in the Contract are for convenience only and shall not affect the interpretation of any of the contract terms and conditions.

#### **XI. Required Contract Documents**

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

- A. **Signature Authority.** A signature authority document for Vendor's representative who signs the Contract:
  - 1. For a corporation, a notarized certificate of power of attorney authorizing the individual's signature to bind the corporation or a notarized certificate of corporate resolution authorizing the signature of the document.
  - 2. For the sole owner, a notarized statement indicating that the individual is the sole owner and is authorized to sign for and bind the company.
  - 3. For a partnership, a certificate of partnership agreement showing the names and addresses of all partners and authorizing the signatures to bind the partnership.

B. **Workers Compensation Certificate.** A Worker's Compensation Certificate is required from corporations and partnerships with employees. Sole proprietors and individual consultants are not required to submit this document. 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.

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

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

- a. Thirty (30) days prior notice of cancellation or material change;
- 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. Vendor shall also require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

### **END OF SECTION III**

## **INDEX OF EXHIBITS**

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Exhibit A      Bid Form

**Exhibit A - Bid Form**

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

<b>Rental Category</b>	<b>Current Prices</b>	<b>Total Pricing</b>
Cargo Vans (Friday Delivery)	\$ 1,350.00	\$ 1,350.00
Cargo Vans (Monday Delivery)	\$ 675.00	\$ 675.00
Minivans (Monday Delivery)	\$ 270.00	\$ 270.00

**Delivery, rental, and pick up of vans delivered on:**

<b>Election Date: 5/4/21</b>	<b>Qty</b>	<b>Pricing</b>	<b>Total</b>
Cargo Vans (Friday Delivery)	4	\$ 1,350.00	\$ 5,400.00
Cargo Vans (Monday Delivery)	8	\$ 675.00	\$ 5,400.00
Minivans (Monday Delivery)	26	\$ 270.00	\$ 7,020.00

<b>Election Date: 9/14/21</b>			
Cargo Vans (Friday Delivery)	7	\$ 1,350.00	\$ 9,450.00
Cargo Vans (Monday Delivery)	22	\$ 675.00	\$ 14,850.00
Minivans (Monday Delivery)	44	\$ 270.00	\$ 11,880.00

<b>Election Date: 11/2/21</b>			
Cargo Vans (Friday Delivery)	7	\$ 1,350.00	\$ 9,450.00
Cargo Vans (Monday Delivery)	22	\$ 675.00	\$ 14,850.00
Minivans (Monday Delivery)	44	\$ 270.00	\$ 11,880.00

<b>Election Date: 5/3/22</b>			
Cargo Vans (Friday Delivery)	7	\$ 1,350.00	\$ 9,450.00
Cargo Vans (Monday Delivery)	22	\$ 675.00	\$ 14,850.00
Minivans (Monday Delivery)	44	\$ 270.00	\$ 11,880.00

<b>Election Date: 11/8/22</b>			
Cargo Vans (Friday Delivery)	7	\$ 1,350.00	\$ 9,450.00
Cargo Vans (Monday Delivery)	22	\$ 675.00	\$ 14,850.00
Minivans (Monday Delivery)	44	\$ 270.00	\$ 11,880.00

<b>Election Date: 5/2/23</b>			
Cargo Vans (Friday Delivery)	4	\$ 1,350.00	\$ 5,400.00
Cargo Vans (Monday Delivery)	8	\$ 675.00	\$ 5,400.00
Minivans (Monday Delivery)	26	\$ 270.00	\$ 7,020.00

**Total: \$ 180,360.00**

**Bid Number: 2021.03.01**

**Bid Description: Rental of Various Cargo Vans and Minivans**

**Vendor Name: Enterprise**

**10% Contingency: \$ 18,036.00**

**Bid Grand Total: \$ 198,396.00**