



REQUEST FOR PROPOSALS

RFP#:

7080

RFP Title:

**Voter Registration and Election
Database Management System for
Cuyahoga County Board of Elections**

RFP ISSUE DATE:

Tuesday, June 16, 2026, at 2:00 PM

INQUIRY PERIOD DEADLINE:

Tuesday, June 23, 2026 at 4:00 PM

PROPOSAL DUE DATE:

Monday, July 13, 2026 at 4:00 PM

ISSUING DEPARTMENT:

**Department of Business Services
Cuyahoga County Board of Elections
1803 Superior Avenue
Cleveland, Ohio 44114**

Proposals MUST be submitted to the ISSUING DEPARTMENT by the date and time listed. Any proposal received after this date and time will be returned and/or unopened. All times referenced are in Eastern Time.

REQUESTING DEPARTMENT:

**Department of Business Services
Cuyahoga County Board of Elections
1803 Superior Avenue
Cleveland, Ohio 44114**

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**CUYAHOGA COUNTY
BOARD OF ELECTIONS**

1803 Superior Avenue
Cleveland, OH 44114

**REQUEST FOR PROPOSALS FOR A
VOTER REGISTRATION AND ELECTION DATABASE MANAGEMENT SYSTEM**

PART I – BACKGROUND INFORMATION

The Cuyahoga County Board of Elections (CCBOE), established in 1886, is the official body responsible for administering elections for over 1 million residents at local, state, and federal levels in Cuyahoga County, Ohio. The County serves a constituency of approximately 862,843 registered voters, drawn from a network of 897 precincts and 271 voting locations.

The CCBOE is seeking an Ohio certified contractor to provide comprehensive services for the development, implementation, data conversion and migration, testing, installation, training and support and maintenance of a new centralized and integrated countywide voter registration and election management database system (“VRM System”). The VRM System must also be adaptable to changing circumstances and requirements, as well as provide integration with various connected systems such as the Statewide Voter Registration Database (SWVRD), the Board website, electronic pollbooks, and voting system. The proposed solution must fully comply with all applicable federal, state, and local laws and regulations.

Through this RFP, the CCBOE seeks to identify and contract with the Respondent that proposes the best Voter Registration Management System and supporting services. The CCBOE anticipates the agreement to implement the new VRM System will include support and maintenance services for an initial term of five years, with the CCBOE having an option to renew for additional one-year renewal periods.

PART II – TECHNICAL PROPOSAL REQUIREMENTS

The nature and scope for the necessary deliverables are set forth in the Functional Specifications attached as Exhibit A and outlined in the Scope of Services attached as Exhibit B. As qualified vendors will provide systems certified by the Ohio Secretary of State, the CCBOE expects Respondents to have experience in providing services of this nature and should understand the general scope of the services necessary to successfully fulfill its requirements.

Respondents should prepare Proposals that are concise and that include an explicit response to the items listed below:

A. Cover Letter and System Certification

Submit a Cover Letter containing the Respondent's contact information and affirm that the Respondent's proposed system, including the production and disaster recovery environments, and all system components, are certified or have submitted an application and deposited the required fees with the Secretary of State for Ohio certification under the standards established in

accordance with Section 3506.16 of the Ohio Revised Code. The CCBOE will only select a Respondent for contract award that is certified at the time of award.

The CCBOE seeks an enterprise-wide license to use the VRM System with unlimited users that continue perpetually as long as the CCBOE continues to obtain maintenance and support services from the Respondent.

B. System Functionality

Provide a narrative response to the Functional Specifications in Exhibit A and conforming with the Scope of Services attached as Exhibit B that establishes the Respondent's understanding of the requirements of this RFP and a detailed description of the means and methods of performing the services to deliver the desired results to the CCBOE. Provide a reliable general timeline for performing the various tasks necessary to accomplish the results.

There is no limitation on the content the Respondent may provide. The use of charts, screenshots, and other presentation tools are encouraged. The purpose of the Functional Specifications (Exhibit A) is to provide the Respondent the opportunity to:

1. Demonstrate their understanding of, and experience with, the functional areas relevant to a complex and large-scale board of elections.
2. Address all applicable aspects of the topic and include any additional information the Vendor considers relevant to the County.
3. Provide answers that clearly convey the usefulness and quality of the Vendor's solution.

C. Information Technology & Systems Compatibility

Detail the Respondent's technological capabilities to comfortably handle the volume of records and data transmission that an election jurisdiction the size of Cuyahoga County has (upwards of 2,000,000 voter records). In particular, describe the VRM System's ability to do the following:

1. Scalable

- a. Handle or scale up in capacity and bandwidth as necessary to handle a spike in website traffic in the period around Election Day (e.g., voters pulling data from the VRM system using internet search tools).
- b. Handle or scale up in capacity and bandwidth as necessary to handle an increased internal usage of the VR system (e.g., entering of large petitions, provisional verification, etc.).

2. Backup and Disaster Recovery

- a. In accordance with Secretary of State directives, the VRM system must follow a rigorous daily and weekly backup cycle to prevent data loss.
- b. A Disaster Recovery Operation of Plan which will transition services to a secondary environment if the primary Cuyahoga County infrastructure fails.

3. Multi-Factor Authentication

- a. Detail the multi-factor authentication option(s) of your VRM system for all user accounts.

4. Technical Support

- a. Describe the level and responsiveness of the technical support available to the CCBOE. Does technical support constitute a Help Desk system, or an individual(s) contact person(s), or both.

5. Compatibility With Other SOS Certified Products and Systems

- a. Products and systems currently in use by the CCBOE include:
 - i. CCBOE website
 - ii. Statewide Voter Registration Database (SWVRD)
 - iii. Electronic Pollbooks (Tenex)
 - iv. Runbeck Agilis
 - v. Ricoh Scanners
 - vi. Clear Ballot
 - vii. Democracy Live

D. Project Plan

Describe the Respondent's overall proposed approach for establishing and carrying out development activities, data migration, and switchover to the new VRM System, including a proposed schedule, timeline, and requirements to convert the system, and the methodology to be used to prevent any interruption of service. Specifically address the following matters:

1. Timeframes for major milestones, including timing for discontinuing legacy systems assuming a contract effective date of September 1, 2026. Below provides a summary of the major deliverables that shall be required of the Contractor during the Project. This summary is provided for convenience only and does not necessarily represent a complete or definitive listing of all deliverables. Regardless of the final agreed upon project and payment schedule, CCBOE approval of deliverables is required for payment or progression to the next stage or phase of the project or services.
 - a. Latest data conversion start date - December 1, 2026
 - b. New VRM System Testing Period run in parallel with legacy system running in production environment - February 1, 2027 thru Go-Live
 - c. Go-Live - June 1, 2027
 - d. System Acceptance - December 31, 2027
 - e. Maintenance and Support - January 1, 2028
2. Data migration methodology processes, steps, tools required, and schedule.
3. Quality Assurance and Quality Control measures and procedures for providing technical direction and administrative oversight to conform with industry-accepted standards of quality, and specifically tailored for voter registration functions including development, transition, and maintenance.
4. Testing & Data Validation.

5. Document Delivery and Control, including the means for collaborating, organizing, and communicating project and system documentation.
6. Resources and dependencies (i.e., from the legacy vendor)
7. External resources needed and the efforts required of the CCBOE or other third parties in order to achieve completion and what conditions, if any, must be met in order to achieve completion.
8. Training of the VRM system to CCBOE staff, including who will conduct the training, virtual vs. in-person, the number of days, etc.
9. Identify the proposed individuals who will be the Respondent's key representatives in performing the required services.
10. Specify the number of personnel the Respondent employs by their respective disciplines.
11. If the Respondent proposes to use subconsultants or third-party software providers, identify the portions of services of systems components that the Respondent proposes to subcontract or provide through third-party licenses, their qualifications, and prior experience or capabilities.

E. Cost Proposal

The cost associated with the proposal must be outlined and detailed using the Price Proposal Form attached as Exhibit C such that the CCBOE will have a full understanding of what constitutes the complete and final price of delivering and maintaining the VRM System. Below are categories for the different components of the Respondent's Cost Proposal, although this may not be an exclusive itemization of deliverables included in the Cost Proposal. In addition to itemizing what constitutes the final cost of the proposal, provide short descriptions of each item/category to illustrate what is covered by that cost. For example, when listing a price for "Project Management," describe what the CCBOE will receive from this service.

The CCBOE expects the Respondent's Cost Proposal to represent a budget and budget narrative with both the initial implementation costs as well as the ongoing annual costs. The CCBOE will negotiate with the selected Respondent to develop a mutually acceptable payment schedule that encompasses the following components:

- a. **Implementation Costs Through System Acceptance.** This must represent the gross price for the necessary services and products to deliver the functionalities described in this RFP, including but not limited to Project management, required software, required hardware, System configuration and integration, Data conversion, Testing, Training, Sandbox environment, and licenses or any other services (if any) that are needed for the one-time implementation of the VRM system.
- b. **Post Acceptance Recurring Costs.** This must represent the annual gross price for the necessary services and equipment to maintain and support the system functionalities in accordance with its description in the RFP, including but not limited to Software licensing, Maintenance, System function/modules (if any function or module of the VRM System is a separate and an ongoing annual cost, indicate as such), and Technical support.

- c. **Third-Party Cost Estimates to Meet Core System Functionality Requirements**
This must represent any other third-party vendors or subcontractors needed to be employed to facilitate the full operation of the VRM System to meet the Functionality Specifications of Exhibit A.
- d. **Optional Enhancement Costs.** This must disclose any other costs or additional services available to complement the VRM System (including any additional cost to scale up server capacity and speed during peak usage periods).
- e. **Renewal Term Cost.** Provide the Proposed Cost for the first one-year renewal term following the initial five-year contract term. Also, identify the pricing methodology that would apply to any subsequent one-year renewal terms.

All components above are included on the Exhibit C Price Proposal Form. In the CCBOE's evaluation of proposals, Respondents will be primarily scored on items a, b, and c, which generates the Respondents' total Cost Proposal. Respondents must also provide cost information for items d and e, which will also be considered.

PART III - EVALUATION OF PROPOSALS

A. Technical Proposals

The CCBOE will form an Evaluation Team of CCBOE staff and potential external stakeholders to review the Proposals submitted. The Evaluation Team will recommend awarding a Contract, if any award be made, on the basis of the responsive Proposal(s) which, in the judgment of the CCBOE, represent the best value to the CCBOE submitted by the Respondent capable of providing the services specified. A Proposal will be considered responsive if the Proposal responds to all of the requirements of the RFP and contains no material deviations from the requirements that would create a competitive advantage. Award of a Contract will not be based solely on the cost to the CCBOE, but on a combination of factors. Factors that the CCBOE will consider are as follows:

<u>Evaluation Category</u>	<u>Weight (%)</u>
1. System Functionality	40%
2. IT & Systems Compatibility	30%
3. Project Plan	20%
4. Cost Proposal	10%

C. Competitive Range

The CCBOE may elect, after Preliminary Evaluation of Technical Proposals, to establish a Competitive Range to determine the most highly-rated Respondents who would be eligible to further proceed in the evaluation process. The CCBOE may discuss with each Respondent still being considered for award any significant weaknesses, deficiencies, and other aspects of its

proposal. Consistent with CCBOE's effort to obtain the best value, CCBOE reserves the right to engage in discussions with the Competitive Respondents to seek additional information and may allow for the submission of refined final proposals based on the discussion prior to making a final determination of award. The CCBOE may conduct one-on-one discussions with Respondents to enhance its understanding of proposals; allow reasonable interpretation of the proposals; and/or to facilitate the evaluation process.

D. System Demonstration

Respondents must be prepared and willing to comply with any requests of the CCBOE Evaluation Team with respect to demonstrations of proposed solutions. Demonstrations, if requested, may consist of an on-site simulation at the CCBOE's offices in Cleveland, Ohio. The CCBOE is tentatively scheduling demonstrations to take place during the week of July 27, 2026.

E. Best and Final Offer or Negotiation

After any discussions, demonstrations, or receipt of refined final proposals, the CCBOE will reevaluate the scoring to make adjustments based on the improved understanding of the Proposals. The CCBOE may seek best and final offers or negotiate the financial terms and/or system functionality as it deems appropriate with the Respondent(s) identified as most likely offering the best value to the CCBOE.

F. Contract Award

A Contract will be awarded, if any, which, in the sole judgment of the CCBOE, represents the best value to the CCBOE. The CCBOE reserves the right:

1. to reject any and all Proposals in whole or in part;
2. to require the Respondent to submit additional written or oral clarifications of their Proposals;
3. to meet with any, but not necessarily all, of the Respondents to obtain additional information and/or clarification and/or to negotiate terms of any Proposals submitted;
4. to negotiate the Price Proposal submitted by the Respondent proposing the apparent best value;
5. to enter into a Contract with the Consultant on the basis of the Proposal submitted, with or without negotiated modifications thereto; and
6. to waive minor irregularities noted in a Response submitted when in the best interest of the CCBOE.

The successful vendor must furnish a signed contract along with the following documents upon notice of award:

1. Certificates of Insurance
2. Workers' Compensation Certificate (if applicable)
3. Performance Bond and Related Documents
4. Independent Contractor Form

5. Completed W-9 Tax Form

PART IV - PROPOSAL SUBMISSION REQUIREMENTS

In addition to meeting the Technical Proposal Requirements stated in PART II above, Respondents must follow the instructions in Part IV for submitting a soft copy electronically of a responsive proposal to perform the Scope of Services described in Exhibit B. A responsive Proposal consists of the following:

1. The Respondent's Technical Proposal addressing the items described in PART II of the RFP under a transmittal letter containing the Respondent's contact information.
2. An explanation of any concerns or requested adjustments related to the RFP (see PART VI).
3. Completed and SEPARATELY ATTACHED Pricing Proposal (Exhibit C).

In submitting a Proposal, the Respondent acknowledges that the prospective contract is integral to the CCBOE's ability to administer free and fair elections, which constitutes the essence of the contract. When selecting the Vendor for award based on this RFP, the Board must consider any action, appearance of impropriety, or political bias that the Respondent might impute to the Board. The Vendor will not act or engage in any conduct that gives the appearance of impropriety or exhibits political bias or taints the elections process by reason of any partisanship of any kind, perceived or otherwise. The Vendor agrees i) to conduct its operations so as not to cause disrepute, contempt, or scandal on the Board or otherwise interfere, directly or indirectly, with the Board's election administration process, and ii) that the Vendor acknowledgements and agreements are a material inducement for the Board to select the Vendor for contract award.

PART V - INQUIRY AND PROPOSAL SUBMISSION INSTRUCTIONS

A. Submission to the Cuyahoga County Supplier Portal System

1. Proposals submitted to the open Event.
2. On the line response under unit price enter \$1.00 and attach your proposal. The \$1.00 value entered is not part of the review process. The amount submitted within the proposal response will be the basis for review.
3. The official closing time is determined by the portal's clock.
4. Proposals may not be delivered by any other means.

B. Inquiry Period

All interested parties are welcome to submit specific questions or requests for clarifications of the RFP requirements. Respondents are expected to raise any questions, exceptions or additions they have concerning the RFP prior to the end of the Inquiry Period indicated on the cover page. **Questions must be submitted through the Cuyahoga County Supplier Portal in the "Q and A Form" section of the Event. Do not contact the CCBOE by phone. Do not direct questions regarding the RFP via any method other than through the Cuyahoga County Supplier Portal.** At the completion of the Inquiry

Period, a summary of all questions and answers will be compiled and issued to all parties so requesting. In addition, as stated at **PART VI**, in the event that it becomes necessary to provide additional clarifying data or information or to revise any part of this RFP, Addenda will be provided directly to all recipients of this RFP. The CCBOE is under no obligation to respond to any questions from Respondents submitted after the Inquiry Period deadline.

PART VI - DEVIATIONS, EXCEPTIONS AND ADDENDA TO THE RFP

Respondents should raise any questions, exceptions or requested changes concerning the RFP during the Inquiry Period under **PART IV**. If a Respondent discovers any ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, that Respondent should immediately notify the CCBOE of such error and request modification or clarification of the RFP in accordance with the procedures outlined in **PART IV**. In the event that it becomes necessary to provide additional clarifying data or information or to revise any part of this RFP, Addenda will be issued to modify the necessary provisions of the RFP.

Respondents should specify in the Proposals whether they take exception to any of the scope or the terms and conditions. Deviations and exceptions from the general scope, terms or conditions shall be described fully on the Respondent's letterhead, signed and attached to the Proposal. In the absence of such statement, the Proposal shall be accepted as in strict compliance with the general scope and all terms and conditions, and Respondents shall be required to adhere to said general scope, terms and conditions. Additionally, if a Respondent fails to notify the CCBOE of a known error in the RFP, and a Contract is awarded to that Respondent, that Consultant shall not be entitled to additional compensation or time by reason of the error or its later correction.

The CCBOE reserves the right to make changes to the scope of this RFP and to clarify any of the requirements, information and/or provisions of this RFP as it deems necessary. Any changes to the RFP will be made via Addenda issued prior to the submission deadline. The CCBOE further reserves the right, if necessary, to extend the submission deadline.

PART VII - LEGAL REQUIREMENTS

In addition to the requirements outlined in the foregoing, the Respondent is required to adhere to the laws of the State of Ohio, ordinances of Cuyahoga County, policies, rules and directives issued by the CCBOE, and all terms and conditions set forth in this RFP. In submitting a Proposal, the Respondent agrees to sign an agreement incorporating the RFP and the Respondent's Proposal if selected for award. The RFP will control should any conflict arise between the RFP and the Respondent's Proposal. The Respondent further agrees to register as a supplier through the Cuyahoga County Infor Supplier Portal here: <https://cuyahogacounty.us/purchasing/doing-business-with-the-county> and to perform all requirements and submit all forms and other documentation required to serve as a vendor of Cuyahoga County, Ohio, incorporated by reference into this RFP.

The Respondent selected as the Vendor must agree to the awarded contract that includes terms and conditions that address the following matters. The CCBOE reserves the right to include additional or negotiate the terms and conditions. The CCBOE expects the contract with the Vendor will include the terms outlined as follows:

1. Legal Form. The contract shall be subject to the review of the Prosecuting Attorney as to legal form and correctness.
2. Compliance. Vendor shall comply with all Federal, State, County and municipal laws, ordinances, resolutions, and policies applicable to providing software or services under the contract.
3. Term. The term of the agreement shall commence on the date that the Contract has been executed on behalf of the CCBOE and delivered to the Contractor.
 - a. Implementation Services. The Vendor's performance of implementation services shall begin upon the CCBOE's issuance of Notice to Proceed, and shall, unless sooner canceled or terminated pursuant to the provisions hereof, conclude upon the CCBOE's issuance of Final Acceptance.
 - b. Maintenance Services. The Vendor shall commence to perform Maintenance Services for upon the issuance of issuance of Final Acceptance, and continue its maintenance services for a period of five years.
 - c. Renewals. The CCBOE shall have the sole and exclusive option to renew the term of the Maintenance Services for unlimited one-year renewal terms upon 60 days notice to the Vendor.
4. Time for Completion
 - a. Implementation Acceptance. The Vendor shall diligently prosecute the work and complete all services so that cut over from the legacy system occurs on or before June 1, 2027, and Final Acceptance occurs on or before December 31, 2027, unless an extension of time is granted by the CCBOE in accordance with the Contract. Similarly, each applicable portion of the work shall be completed upon its respective milestone completion date established under the Project Schedule unless the Vendor requests and the CCBOE grants an extension of time in accordance with the Contract.
 - b. Materiality. Time is of the essence, and the failure to have all services completed within the time provided for achieving Final Acceptance of Implementation Services, or failure to have the applicable portion of the work completed upon the respective milestone completion date on the Project Schedule, shall entitle the CCBOE to retain or recover from the Vendor as Liquidated Damages, and not as a penalty, \$500.00 for each and every day thereafter until the Vendor achieves Final Acceptance or the applicable portion of the work for the given milestone completion date, unless the Vendor timely requests and the CCBOE grants an extension of time in accordance with the Contract. Liquidated damages shall not be the exclusive remedy available to the CCBOE for the actual damages caused by the Vendor, and the CCBOE may seek indemnity for any damages incurred due to the delay.
5. Licenses. Vendor grants the CCBOE and its users an enterprise [perpetual/limited] license to use the Licensed Software. The CCBOE may make as many copies of the Documentation as it reasonably needs and two copies of the Licensed Software for backup and archival purposes. Notwithstanding anything to the contrary herein, the Licensed Software and Documentation may be transferred by the CCBOE to the Secretary of State of the State of Ohio (the "Secretary of State").
6. Source Code Escrow. The Vendor has entered into a source code escrow agreement (the "Escrow Agreement"), under which the Licensed Software constitutes Escrow Material. The CCBOE is a

"Licensee" under the Escrow Agreement, and any fees due by CCBOE as a Licensee thereunder are included in the fees paid by the CCBOE for Support Services. The Vendor's obligation to maintain and fulfill its duties under the Escrow Agreement shall survive at least as long as the CCBOE is receiving its support services for the Licensed Software. In the event that the Vendor refuses to pay an invoice under the Escrow Agreement within twenty (20) days following delivery of a Valid Escrow Non-payment Notice from the CCBOE that the CCBOE has received an invoice from Escrow Agent, and the CCBOE pays such invoice, the Vendor acknowledges and agrees that such occurrence shall constitute a Release Event (as defined in the Escrow Agreement) and the Vendor hereby waives its right to submit a counter-notice in response to a Notice submitted by the CCBOE declaring such occurrence as a Release Event under the Escrow Agreement.

7. Ownership of CCBOE Data. "CCBOE Data" means any data that is provided by the CCBOE to the Vendor or is processed by or using the system on the CCBOE's behalf. The CCBOE Data may include data from third-party counties within the State of Ohio, to the extent that the CCBOE has the appropriate consents and permissions from the applicable county to process such data. The CCBOE Data includes information generated during election preparation and execution, typically consisting of elements such as election definitions, ballot definitions, ballot samples, ballot scans, cast vote records, and election logs. The CCBOE Data does not include any Vendor property. As between the CCBOE and the Vendor, all copyrights, patents, trade secrets, trademarks, service marks, tradenames, moral rights, and other intellectual property and proprietary rights in the CCBOE Data and any other materials provided to Vendor by the CCBOE will remain the sole and exclusive property of the CCBOE or its licensors, as applicable.

8. Confidentiality.

a. Definition of Confidential Information. During the term of this Agreement, each party (for purposes of this section, "Receiving Party") will regard as confidential any information that is provided to it by the other party (for purposes of this section, "Disclosing Party") and designated in writing (whether at the time of or after disclosure) as proprietary or confidential ("Confidential Information"). The CCBOE's Confidential Information includes any personal information regarding electors, its personnel, or users of the Licensed Software.

b. Exclusions. Except as required by law or statute, Confidential Information will not include any information or material, or any element thereof, to the extent any such information or material, or any element thereof (i) has previously become or is generally known, unless it has become generally known through a breach of this Agreement or a similar confidentiality or non-disclosure agreement, (ii) was already rightfully known to the Receiving Party prior to being disclosed by or obtained from the Disclosing Party as evidenced by written records kept in the ordinary course of business of or by proof of actual use by the Receiving Party, (iii) has been or is hereafter rightfully received by the Receiving Party from a third person (other than the Disclosing Party) without restriction on disclosure and without breach of a duty of confidentiality to the Disclosing Party, or (iv) has been independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party.

c. Treatment of Confidential Information. Each party recognizes the importance of the other's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to its respective business and activities and that neither party would

enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Section and elsewhere in this Agreement. Accordingly, each party agrees as follows: (i) the Receiving Party will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely for the purposes of this Agreement; and (ii) without limiting the foregoing, the Receiving Party will use at least the same degree of care, but no less than reasonable care, to avoid disclosure or use of this Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like importance. The Receiving Party may disclose the Disclosing Party's Confidential Information to its Affiliates and its and their directors, officers, employees, Independent Contractors, Vendor, and advisors (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the Receiving Party and who are bound by a duty of confidentiality no less protective of the Disclosing Party's Confidential Information than this Agreement. Each party accepts responsibility for the actions of its Representatives.

d. **Compelled Disclosures.** The Receiving Party may disclose Confidential Information of the Disclosing Party pursuant to the requirements of applicable law, legal process, or government regulation, provided that, to the extent permitted by applicable law, it gives the Disclosing Party reasonably prompt prior written notice to permit the Disclosing Party to contest or limit such disclosure, and such disclosure is otherwise limited to the required disclosure.

e. **Public Records.** Notwithstanding any provision of this Agreement, including, without limitation this section, Vendor recognizes that the CCBOE is a governmental entity subject to open records and sunshine laws. To the extent required by applicable law, the CCBOE may be required to disclose a copy of this Agreement, as well as Vendor's other information and records related to this Agreement. The parties agree that the CCBOE will not be in breach of this Agreement if the CCBOE is required to disclose such information pursuant to applicable law. However, to the extent permitted by applicable law, the CCBOE agrees that prior to disclosure of the Vendor's Confidential Information, Vendor's intellectual property, or Vendor's products under any public records request or obligation, the CCBOE shall notify the Vendor of such potential disclosure, so that the Vendor may have an opportunity to promptly (not exceeding five business days) note and/or redact any information that is exempt from disclosure under the applicable law. In the event the CCBOE disagrees with the Vendor's assertion of exemption, the Vendor shall be responsible for all costs associated with the defense of any such assertion, and shall defend, indemnify, and hold harmless the CCBOE for all costs and expenses (including reasonable attorney's fees) incurred by the CCBOE and all judgments, damages, costs and expenses (including reasonable attorney's fees) awarded by a court or agreed to by the CCBOE in connection with such litigation. Similarly, the Vendor recognizes that the CCBOE is subject to state record retention regulations, and CCBOE will comply with all such requirements.

9. **Non-Partisanship.** Vendor acknowledges that this Agreement is integral to the CCBOE's ability to administer free and fair elections, which forms the essence of the Agreement. Vendor agrees: (i) that neither Vendor nor its representatives working in their capacity of employment will 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; (ii) to conduct Vendor's operations so as not to impose disrepute, contempt, or scandal on the CCBOE or otherwise interfere, directly or indirectly, with the CCBOE's election administration process; and (iii) that these representations and obligations are a material inducement for the CCBOE to select Vendor for contract award with regard to

this Agreement. For the avoidance of doubt, the foregoing obligations apply to Vendor and any employee, director, board member, or investor of the Vendor when such individual is acting within his, her, or its professional capacity or otherwise acting as a representative of Vendor.

10. Warranties. The Vendor represents and warrants that the voter registration system is approved by the Ohio Board of Voting Systems Examiners, meets the applicable standard for security and integrity adopted by the Ohio Secretary of State, and that its manual of procedures governing its use, and training materials, service, and other support arrangements have been certified by the Ohio Secretary of State and a demonstration of the use of the equipment has been made available to all interested electors of the county. This certification warranty is continuing in nature. The Vendor further provides the following representations and warranties:

- a. Performance Warranty. The Vendor represents, warrants, and covenants to the CCBOE that:
 - A. it has the authority and capacity to enter into and fulfill its obligations to the CCBOE;
 - B. the person executing the agreement on behalf of the Vendor has been duly authorized and has all required approvals;
 - C. by entering into the agreement, the Vendor is not in violation of any laws or agreements applicable to Vendor and neither Vendor's grant of the rights or licenses hereunder nor does its performance or satisfaction of any other obligations under the agreement violate any laws or agreements applicable to the Vendor or applicable to its duties under the agreement;
 - D. the Vendor has, and throughout the term of the agreement will have, the unconditional and irrevocable right, power, and authority, including all permits and licenses required, to provide the services and the products and to grant and perform all rights and licenses granted or required to be granted by it under the agreement;
 - E. the Vendor do not and will not infringe, misappropriate, or otherwise violate any intellectual property right or other right of any third party;
 - F. as of the date of execution of the agreement, there is no settled, pending or threatened claim, and Vendor has not received any written, oral, or other notice of any claim (including in the form of any offer to obtain a license):
 - i. alleging that any access to or use of the software does or would infringe, misappropriate, or otherwise violate any intellectual property rights of any third party;
 - ii. challenging Vendor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance, accessing, or use of the materials, or alleging any adverse right, title, or interest with respect thereto; or

- iii. that, if decided unfavorably to the Vendor, could reasonably be expected to have an actual or potential adverse effect on the CCBOE's enjoyment of the software or Vendor's obligations under the agreement, and it has no knowledge of any factual, legal, or other reasonable basis for any such litigation, claim, or proceeding;
- G. the software will conform to and perform in accordance with the documentation in all material respects during the period which the CCBOE is receiving Maintenance Services, and
- i. the software will conform to and perform in accordance with the descriptions in the RFP and Proposal in all material respects during the period which the CCBOE is receiving maintenance services;
 - ii. the software will conform to, perform in accordance with and meet or exceed all standards, and all requirements of the agreement;
 - iii. the hardware and software are fully interoperable, have been tested and used together successfully and are suitable for the CCBOE's intended purpose;
 - iv. the Vendor has and maintains a sufficient repository of spare parts to repair or replace the hardware and software in a timely manner;
 - v. the Vendor will perform all services in a timely, professional, and workmanlike manner in accordance with industry best practices and practices for similar services, using personnel with the requisite skill, experience, and qualifications, and shall devote all resources necessary to meet its obligations under this Agreement;
 - vi. the hardware provided shall be new, unused (i.e., not used or refurbished), and in good working order as of the date that it is delivered to the CCBOE; and
 - vii. subject to the CCBOE's completion of its requirements and duties in a timely manner, the Vendor shall meet all delivery, implementation, rollout, and training schedules agreed upon between the parties.

G. Malware Warranty. The Vendor represents and warrants that at the time of delivery, the hardware and software do not contain, and it shall not introduce into the software, any: (i) virus, trojan horse, worm, backdoor, or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems, or software; or (ii) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the control of any person, or otherwise deprive the CCBOE of its lawful right to use the Product (where (i) and (ii) are collectively referred to herein as "Malicious Code"). Vendor is not responsible for any Malicious Code introduced by the CCBOE, or introduced by any third party, who is not a subcontractor or agent of the Vendor, while the hardware or software are in the CCBOE's possession.

11. Payments. The Vendor will submit invoices to the CCBOE in a form agreeable to the CCBOE in the month following, if on a lump sum basis, the CCBOE's acceptance of the performance milestone. Invoices for any other amounts will be submitted to the CCBOE as the amounts come due. Invoices shall be accompanied by such supporting documentation as required by the CCBOE.

- a. Development and Implementation. The CCBOE shall make payments to the Vendor for Implementation Services performed based on verified invoices submitted in accordance with the Vendor's Price Proposal and the proportionate value set forth in the Payment Milestone Schedule within 30 days after the CCBOE accepts the performance milestone.
- b. Maintenance. The CCBOE shall make payments to the Vendor for its maintenance services performed based on verified invoices submitted in accordance with the Vendor's Price Proposal within 30 days of approval by the CCBOE. If the CCBOE exercises options to renew the maintenance services for additional terms beyond the first five-year renewal term after the expiration of the initial term, the maintenance fees are eligible for an annual Cost of Living Adjustment based on Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted. 1982-1984 = 100 reference base.
- c. Expenses. All expenses associated with the Vendor's performance under this Agreement are included in the Vendor's pricing proposal. The CCBOE will not make a separate payment for any expenses the Vendor otherwise incurs.
- d. Taxes. The CCBOE is a tax-exempt entity and will provide the Vendor a copy of the CCBOE's tax exemption certificate.

12. Indemnification.

a. Generally. The Vendor shall defend, indemnify and hold harmless the CCBOE and Cuyahoga County, their board members, officers and employees ("Indemnified Parties"), from and against any and all liability, including claims, demands, losses, damages, settlements, judgments, costs and expenses (including reasonable attorney's fees and any costs of defense) of every kind and description arising out of or in connection with, or occurring during the course of, performance of the Contract, whether directly or indirectly, where such liability is:

i. founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the Vendor, its officers, employees, agents, independent contractors or subcontractors; and

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

b. Patents, Copyrights, and Trade Secrets Indemnity. The Vendor 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 Vendor's or the CCBOE's use of any equipment, software, technology, documentation, and/or data developed in

connection with the services and products described in the Agreement. If a third-party claim causes the CCBOE's quiet enjoyment or use of any product supplied by the Vendor to be seriously endangered or disrupted, or, should a court order be issued against the CCBOE's restricting its use of any product and should the Vendor determine not to further appeal the claim issue, at the CCBOE's sole option, the Vendor shall provide at its sole expense, the following:

- i. Purchase for the CCBOE the rights to continue using the contested product(s); or
- ii. Provide substitute products to the CCBOE which are, in the CCBOE's sole opinion, of equal or greater quality, or
- iii. Refund all monies paid to the Vendor for the product(s) subject to the court action. The Vendor shall also pay to the CCBOE 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).

c. Indemnity Application. The indemnity provisions shall survive expiration or termination of the agreement. Nothing herein contained shall require the Vendor to reimburse the CCBOE for acts or omissions caused by the sole negligence of the CCBOE. The Vendor shall waive and shall not assert any claim against the CCBOE for any injury to persons, whether or not resulting in death, or any loss or damage to property occurring from any cause unless such injury, loss or damage is due solely to the negligence of the CCBOE, its agents or employees. Should the CCBOE elect to have the Vendor defend one or more of the Indemnified Parties, the CCBOE shall have the right, but not the obligation, to associate in such defense, whether directly or through outside legal counsel, or both. The indemnity obligations of the Vendor shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained.

13. Insurance. Except for the Vendor's indemnification obligations with respect to infringement specified in Article VI. B., the Vendor shall, at its expense and at all times during the performance of services hereunder, maintain liability insurance insuring themselves against the indemnification obligations undertaken in Article IV, Indemnification throughout the term of the Contract. The Vendor shall require its subcontractors to obtain insurance and shall be responsible for enforcement of its subcontractors' obligation to obtain insurance, at limits appropriate to the exposures of the subcontractor's work to satisfy the requirements hereunder. The policies the Vendor and its Subcontractors maintain shall be with companies authorized to do business in Ohio and rated "A" or above by A.M. Best Company or equivalent and carry the following coverages and limits:

- a. Comprehensive Commercial General Liability that includes the CCBOE as an additional insured for amount not less than \$2,000,000, including those resulting in death to any one person or persons and/or property damage arising from any one (1) accident and \$2,000,000 in the aggregate, including coverage for: premises operations, liability for independent contractors, products liability, valuable papers, contractual liability, and personal injury. The policy or policies shall be primary and non-contributory, and shall not contain a provision that eliminates coverage for damages arising out of the negligence of the additional insured.
- b. Comprehensive Automobile Liability Insurance for bodily injury and property damage that includes the CCBOE as an additional insured for an amount not less than \$1,000,000

combined single limit. The policy or policies shall be primary and non-contributory, and shall not contain a provision that eliminates coverage for damages arising out of the negligence of the additional insured.

- c. Professional Liability Insurance for not less than \$3,000,000 for any one (1) incident, and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the expiration or earlier termination of the Agreement.
- d. Cyber Insurance with limits of \$3,000,000 per claim and in the aggregate. Such policy shall provide coverage for disclosures and/or breaches of CCBOE Data arising out of or relating to the Vendor's performance of this Agreement. Such policy shall also include coverage for the costs associated with restoring lost or damaged CCBOE Data, sending breach notifications to affected individuals, public relations expenses, fines and penalties. Such policy shall not contain exclusions for the acts or omissions of either Vendor or the CCBOE or their respective employees, agents, subcontractors or volunteers, whether intentional or unintentional, resulting in or relating to any use of CCBOE Data not expressly permitted by the Agreement or any disclosure of CCBOE Data.
- e. Umbrella/Excess Liability Insurance Policy over primary general liability and automobile liability in an amount not less than \$5,000,000.
- f. Workers Compensation. The Vendor shall also procure and maintain until the Contract has been fully and completely performed, Ohio Worker's Compensation Insurance covering all employees who engage in any work in connection with the performance of the Contract except employees hired in a state other than Ohio who will not engage in any work in the State of Ohio.

14. Default and Termination. Each of the following shall constitute an event of default by the Vendor:

- a. If the Vendor becomes insolvent, makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- b. If by order or decree of a court, the Vendor is adjudged bankrupt or an order is made approving a petition filed by any creditors or, if the Vendor is a corporation, by any of the stockholders of the Vendor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or any law or statute of the United States or of any state thereof;
- c. If a petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute is filed against the Vendor and is not dismissed within ninety (90) days after the filing thereof;

- d. If any lien is filed against the CCBOE's property because of any act or omission of the Vendor and is not released or discharged by obtaining a bond at Vendor sole expense and cost within twenty (20) days;
- e. If the Vendor voluntarily abandons, deserts, vacates, or discontinues its operations;
- f. If the Vendor fails duly and punctually to pay any monies required hereunder within twenty (20) days after written notice;
- g. If the Vendor fails to keep, perform, and observe any promise set forth herein on its part to be kept, performed, or observed within five (5) days after receipt of notice of default from the CCBOE, except where fulfillment of its obligation requires activity over a period of time and Vendor has commenced whatever may be required to cure the failure to the satisfaction of the CCBOE within five (5) days after notice and continues such performance without interruption.

15. Remedies for Default. Upon occurrence of any Default or any time thereafter during the continuance thereof, the CCBOE may, at its option, exercise concurrently or successively any one or more of the following rights and remedies;

- a. Upon five (5) days' notice, terminate this Agreement.
- b. Without waiving any default, pay any sum required to be paid by the Vendor to others than the Vendor and which the Vendor has failed to pay, and perform any obligation required to be performed by the Vendor hereunder, and any amounts to paid or expended by the CCBOE in fulfilling the obligations of Vendor hereunder, including all interest, costs, damages, attorneys' fees and penalties, shall be repaid by the Vendor to the CCBOE on demand with interest thereon at the rate of twelve percent (12%) per annum from the date of such payment or expenditure plus a twenty percent (20%) administrative fee.
- c. Sue for the collection of fees or other amounts for which Vendor may be in default or for the performance of any other promise or contract devolving upon Vendor for performance or damage therefor, all without terminating this Contract;
- d. No waiver by the CCBOE at any time of any of the terms or conditions of this Contract shall be deemed or taken as a waiver at any time thereafter of the same or any other term or condition herein or of the strict and prompt performance thereof. No delay, failure, or omission of the CCBOE to exercise any right, power, privilege or option arising from any default, or subsequent payment then or thereafter accrued shall impair or be construed to impair any such right, power, privilege, or option to waive any such default or relinquishment thereof, or acquiescence therein and no notice by the CCBOE shall be required to restore or revive any option, right, power, remedy, or privilege after waiver by the CCBOE of default in one or more instances. No waiver shall be valid against the CCBOE unless reduced to writing and signed by an officer of the CCBOE duly empowered to execute same.

16. Termination of the Agreement. In addition to the termination upon five (5) days' notice after an occurrence of default as provided above, the CCBOE may terminate this Agreement for the following reasons:

- a. The CCBOE and the Vendor may mutually agree to terminate this Agreement in writing on a date prior to the expiration of the term herein.
- b. The CCBOE may unilaterally terminate the Agreement at any time for any reason by giving thirty (30) calendar days prior written notice to the Vendor. If the CCBOE unilaterally terminates the Agreement pursuant to this Section, the Vendor shall be paid all amounts due up to the termination date.
- c. The Vendor shall use its best efforts to maintain all required certifications that are necessary for the CCBOE to utilize the materials as contemplated herein. If the Vendor fails to maintain any required certifications that are necessary to utilize the materials due to a modification to the materials, then the Vendor will acquire the necessary certification, at the Vendor's expense, within a reasonable, mutually agreed upon reasonable timeframe; provided that if the Vendor is unable to acquire such certification within such timeframe, the CCBOE may give written notice of its intent to terminate the Agreement, and receive a refund of any prepaid unused fees on a prorated basis calculated as of the date of termination. In the event that any change in the certification requirements by the State of Ohio or other changes to the certification that are outside of the Vendor's reasonable control ("Certification Changes"), the Vendor shall bear all costs and responsibility for updating such certification and shall not be in breach of this Agreement provided that the Vendor is diligently working to comply with such Certification Changes within the time period provided by applicable law to achieve such Certification Changes. If the Vendor determines that the Certification Changes have rendered its ability to achieve certification impossible, the Vendor shall notify the CCBOE without undue delay and as the CCBOE's sole and exclusive remedy for such failure to achieve Certification Changes due to the impossibility of the change in applicable law, then at CCBOE's sole discretion, the CCBOE may terminate the Agreement and receive a refund of any unused prepaid fees calculated as of the date of termination.