

MUSKOGEE

County, Oklahoma

COUNTY PURCHASING OFFICE

400 W BROADWAY, SUITE 110

MUSKOGEE, OKLAHOMA 74401

Phone Number (918) 682-2169

Invitation to Bid

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE SIDE
RELATING TO SUBMISSION OF THIS BID.
Notarized Affidavit completions and signature required on reverse side.

Date Issued Nov 21st 2022

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BID NUMBER

53

BID CLOSING DATE AND HOUR

12/05/2022 9:30am

REQUIRED DELIVERY DATE

(Days after award of Purchase Order)

Date of Delivery**TERMS**

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ITEM	QUANTITY	UNIT OF ISSUE	DESCRIPTION	UNIT PRICE	TOTAL
			See attached		

TERMS and CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, 400 W BROADWAY, SUITE 010
MUSKOGEE, Oklahoma, at the time and date shown on the
invitation to bid form.
2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and closing date written on the outside of the envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by MUSKOGEE County, Oklahoma, are not subject to state or federal taxes.
6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement of non-collusion. A form is supplied below.
8. Bids will be firm until 12/05/22 (Date) 9:30am

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say the he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity; quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before this 22ND day
of NOVEMBER, 20 22

My commission expires 01/22/24

Betty Seay
NOTARY PUBLIC (CLERK OR JUDGE)



Firm: MID-WEST PRINTING COMPANY

Signed by: (Manual Signature of Undersigned)

Address: PO BOX 650, SAPULPA, OK

Phone: 800-375-3494

Zip: 74067

In accordance with 62 O.S. § 310.9

NOTE: Other terms and conditions can be added at the discretion of the county officers.

BALLOT PRINTING CONTRACT

OBJECT OF CONTRACT: Digital printing and delivery of official ballots, sample ballots, and absentee ballots (if applicable) for all ballot orders placed during the period of this contract.

LENGTH OF CONTRACT: This contract will be effective for a period of 12 months. The contract period, including month/day/year, begins on December 12, 2022 and ends on December 12, 2023.

AWARD OF CONTRACT: Contracts shall only be awarded to Printers who have completed digital ballot printing certification and been approved by the State Election Board, pursuant to Subchapter 21 of Chapter 25 of Title 230 of the Okla. Administrative Code.

PARTIES INCLUDED: This contract is established between the Muskogee County Election Board (in conjunction with its agents and appropriate officials) and the Printer to whom the bid is awarded and whose agent or representative has signed this contract.

Only one (1) vendor (Printer) shall be awarded a contract for the time period listed above, as is legally required in 26 O.S. §6-120. SPLIT CONTRACTS ARE NOT ALLOWED.

BALLOT MATERIALS: The Printer agrees to furnish all ballot stock and other materials and equipment necessary to digitally print ballots, and to incur any expense relating to the delivery of said ballots to the County Election Board.

SPECIFICATIONS: The document, *Oklahoma Specifications for Digital Ballot Printing*, is attached and shall be considered a part of this contract. All digitally printed ballots must be prepared in accordance with these specifications, and the Election Board is not required to pay for any ballots not printed accordingly.

BALLOT PRINTING CONTRACT

DELIVERY DATES:

The delivery dates will be specified by the County Election Board and are critical. For all elections conducted on the date of a federal and/or state election, all digitally printed ballots shall be delivered to the County Election Board not less than fifty (50) days prior to the election date; however, for local or county elections not a part of a federal or state election, the State Election Board may adjust the ballot delivery schedule. For other election dates, all ballots shall be delivered to the County Election Board not less than thirty (30) days prior to the election date. Any deviation must be approved by the County Election Board Secretary.

LATE DELIVERY:

If Printer breaches its obligation to deliver all digitally printed ballots by the dates specified above, the County, upon notice to the Printer, shall have the right to recover liquidated damages for each day all ballots have not been delivered by the deadline as follows: ten percent (10%) of the total cost of all ballots printed for the County per day. Any such amount of damages shall be subtracted from the original total amount billed on the Printer's invoice to the County Election Board.

BALLOT QUANTITIES/ PRICE ADJUSTMENTS:

The Secretary of the State Election Board shall determine the number of digitally printed ballots to be printed for statewide elections. The Secretary of the County Election Board shall determine the number of ballots to be printed for county, school, municipal, and other elections. The printing costs for each election shall be based on the final quantity of ballots ordered by and delivered to the County Election Board for an election. Pursuant to 26 O.S. §6-115, ballot quantity requirements for any election may be raised or reduced from the quantity originally ordered if deemed necessary by the Secretary of the County Election Board. If the quantity of any type of ballot provided is less than or more than the quantity originally ordered, the printing costs shall reflect the actual final quantity ordered, which shall be billed at the approved Ballot Printing Contract rate per each ballot printed.

Additional shipping charges may be included on small orders of 200 or fewer ballots.

BALLOT PRINTING CONTRACT

CERTIFICATE OF INSURANCE:

The Printer shall be required to provide a copy of their certificate of insurance to the County Purchasing Agent in an amount as specified by the County Purchasing Agent at the time the contract is awarded to ensure proper and prompt completion of the work in accordance with the provisions of the contract and bidding documents. The Printer shall provide proof of insurance coverage for the duration of the contract in accordance with 26 O.S. §6-120.

BALLOT SECURITY:

The Printer has an obligation to maintain security of all ballots and ballot data information in their custody at all times. The Printer will be responsible for taking advance precautions to maintain a high level of security at their print shop and to prohibit and prevent any unauthorized access to ballots, election-related computers, digital ballot data information and/or printed ballot data information, or other ballot materials provided to the Printer by the State Election Board. The Printer must prohibit the release of any ballots, digital or printed ballot data information, or other election-related materials to anyone other than an approved authority of either the State or County Election Board.

CONTACT PERSONS:

COUNTY ELECTION BOARD: Kelly Beach, Secretary

Signature

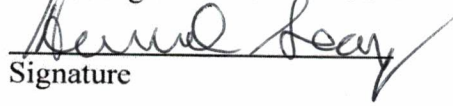
Telephone 918 687-8151

Fax 918 687-0382

PRINTER:

Name of Firm MID-WEST PRINTING COMPANY

Owner/Agent HOWARD SEAY


Signature

Telephone 800-375-3494

Fax 918-224-0636

**DIGITAL BALLOT PRINTING CONTRACT
BALLOT PRICING FORM**

All ballots are 8.5 inches in width. 11 inch and 14 inch ballots will have a three-inch stub. 17 inch ballots will have a two-inch stub. All ballots will have required coding and format printing on both the front and the back side of the ballot.

REGULAR BALLOTS

* Maximum quantity per election:	<u>N/A</u>	Additional Cost for
	<u>Unit Price</u>	<u>Color Distinction Paper (yellow, pink, ivory)</u>
8.5 x 14.0 inches		
Price per ballot:	<u>.14¢</u>	<u>.01¢</u>
8.5 x 17.0 inches		
Price per ballot:	<u>.145¢</u>	<u>.02¢</u>
8.5 x 19.0 inches		
Price per ballot:	<u>.145¢</u>	<u>.02¢</u>

ABSENTEE BALLOTS

* Maximum quantity per election:	<u>N/A</u>	Additional Cost for
	<u>Unit Price</u>	<u>Color Distinction Paper (yellow, pink, ivory)</u>
8.5 x 14.0 inches		
Price per ballot:	<u>.14¢</u>	<u>.01¢</u>
8.5 x 17.0 inches		
Price per ballot:	<u>.145¢</u>	<u>.02¢</u>
8.5 x 19.0 inches		
Price per ballot:	<u>.145¢</u>	<u>.02¢</u>

SAMPLE BALLOTS

* Maximum quantity per election:	<u>N/A</u>	Additional Cost for
	<u>Unit Price</u>	<u>Color Distinction Paper (yellow, pink, ivory)</u>
8.5 x 14.0 inches		
Price per ballot:	<u>.14¢</u>	<u>.01¢</u>
8.5 x 17.0 inches		
Price per ballot:	<u>.145¢</u>	<u>.02¢</u>
8.5 x 19.0 inches		
Price per ballot:	<u>.145¢</u>	<u>.02¢</u>

- * BID PRICES INCLUDE ALL CHARGES FOR FREIGHT, F.O.B. WITH INSIDE DELIVERY.
**EXCEPTION: A SHIPPING CHARGE OF \$10.00 WILL BE INCLUDED ON ORDERS
OF 200 OR FEWER BALLOTS**

Mid-West Printing Company
P.O. Box 650 • Sapulpa, Oklahoma 74067
Toll Free 800-375-3494 • 918-224-3666 • Fax 918-224-0636
E-Mail: home@mwprint.net