

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 October 6th, 2025

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BID NUMBER

#38

BID CLOSING DATE AND HOUR

10/27/2025 @ 9am

REQUIRED DELIVERY DATE

(Days after award of Purchase Order)

Date of Delivery**TERMS**

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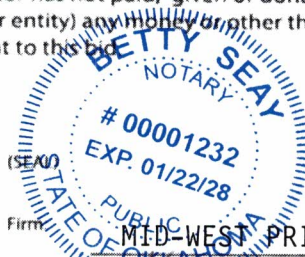
ITEM	QUANTITY	UNIT OF ISSUE	DESCRIPTION	UNIT PRICE	TOTAL
			Muskogee County Commissioners are now accepting bids for Ballot Printing Please make sure the terms and conditions are notarized. Bids MUST be time stamped at the County Clerk's office NO later than 9:00 am 10/27/2025 Please put bid# on the outside of the sealed envelope Bids may be mailed to: Polly Irving, Muskogee County Clerk PO Box 1008 Muskogee, OK 74401 or delivered to the office at: 400 W Broadway Muskogee, OK 74401		

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 10/27/2025 (Date) 9:00am

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 9TH day
of OCTOBER, 20 25



Firm MID-WEST PRINTING COMPANY

My commission expires 01/22/28

Signed by:

(Manual Signature of Undersigned)

Address:

PO BOX 650, SAPULPA, OK

Phone:

918-224-3666

Zip:

74067

Betty Seay
NOTARY PUBLIC (CLERK OR JUDGE)

In accordance with 62 O.S. § 310.9

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

DIGITAL PRINTING CONTRACT

Contracts shall only be awarded to printers, pursuant to 230: 25-21 of the Oklahoma Administrative Code, who have been approved by the State Election Board upon successful completion of the digital ballot printing certification process.

Objective

To secure the digital printing and delivery of official ballots, sample ballots, and absentee ballots (if applicable) for all orders placed during the period of the contract.

Agreement

This Contract is between the MUSKOGEE County Election Board (in conjunction with its agents and appropriate officials) henceforth referred to as "County Election Board", and MID-WEST PRINTING COMPANY, to whom the bid is awarded, henceforth referred to as "Printer". On this 27TH day of OCTOBER, 2025, both parties have agreed to the terms and conditions stated in this contract, indicated by their signatures.

Contract Length

Contract is effective on this 27TH day of OCTOBER, 2025. It will remain in effect for the period of 12 months. Ending on the 30TH day of NOVEMBER, 2026.

Contract Details

I. In accordance with 26 O.S. § 6-120

- a. There shall be no split contracts; only one (1) Printer shall be awarded the contract for the time period listed above.
- b. Printer shall be required to provide proof of insurance at the time of the award. A copy of their insurance certificate must be provided to the County Purchasing Agent in the amount of \$_____ for the duration of the contract.
- c. 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.

II. Ballot Quantities/Pricing Adjustments

The Secretary of the State Election Board shall determine the number of 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 local elections. The printing cost for each election shall be based on the final quantity of

DIGITAL PRINTING CONTRACT

ballots ordered by and delivered to the County Election Board. If the quantity of any type of ballot provided is less than or greater than the quantity originally ordered, the cost of printing should reflect the exact final quantity accepted by the County Election Board. Payment will be per the approved rate for each ballot printed stated in the accepted bid and rate listed on the included pricing form.

Note: *Additional shipping charges may be included on small orders of 200 or fewer.*

III. **Specifications**

All digitally printed ballots and stubs must be prepared in accordance with specifications listed in the document attached, *Oklahoma Specifications for Digital Ballot Printing*. The County Election Board is not responsible for payment on ballots that are not properly printed due to any deviation from these specifications.

IV. **Ballot Materials**

Printer agrees to furnish all ballot stock, materials and equipment necessary to complete digital printing of ballots, proper packaging, and delivery of said ballots to the County Election Board.

V. **Delivery Date**

Delivery dates specified by the State and County Election Board are critical. For all elections conducted on the date of a federal and/or state election, all printed ballots shall be delivered to the County Election Board no less than fifty (50) days prior to the election date; however, for any local or county elections, not part of a federal or state election, the State Election Board may adjust the ballot delivery schedule. For all other elections, ballots shall be delivered to the County Election Board no less than thirty (30) days prior to the election date. Any changes or adjustments to these outlined timelines must be approved by the Secretary of the County Election Board.

VI. **Late Delivery**

If Printer breaches its obligation to deliver all ballots by the dates agreed upon in this contract, the County Election Board shall have the right to recover liquidated damages for each day that the ballots were delayed past the deadline. Damages will be applied as follows: ten percent (10%) of the total cost of all ballots printed, per day. Such damage amounts shall be subtracted from the original total amount billed on Printer's invoice to the County Election Board.

VII. **Ballot Security**

Printer is obligated to maintain security of any and all digital data, materials and physical ballots in their custody. Custody of ballots ends only when successfully delivered to the County Election Board. Printer will be responsible for taking all necessary precautions to maintain the highest level of security at their location and while ballots are in transit. Printer must prevent any unauthorized access to ballots, election-related computers, digital ballot data and/or printed ballot data, and all other ballot related materials provided to Printer by the State Election Board. Printer may not release any of the aforementioned items to anyone other than an approved representative of the State or County Election Board.

DIGITAL PRINTING CONTRACT

The following credentials have been met and this contract agreed upon this 27TH day of OCTOBER, 2025.

- ☐ Completed Digital Ballot Printing Certification
- ☐ Approved by State Election Board

Contract entered into by:

Secretary of MUSKOGEE County Election Board

Representative (Please Print)

Address

Phone Number

Signature

Awarded Printer

HOWARD SEAY

Representative (Please Print)

PO BOX 650, SAPULPA, OK 74067
Address

918-224-3666
Phone Number

Howard Seay
Signature

**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>.15¢</u>	<u>.01¢</u>
8.5 x 17.0 inches		
Price per ballot:	<u>.16¢</u>	<u>.02¢</u>
8.5 x 19.0 inches		
Price per ballot:	<u>.16¢</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>.15¢</u>	<u>.01¢</u>
8.5 x 17.0 inches		
Price per ballot:	<u>.16¢</u>	<u>.02¢</u>
8.5 x 19.0 inches		
Price per ballot:	<u>.16¢</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>.15¢</u>	<u>.01¢</u>
8.5 x 17.0 inches		
Price per ballot:	<u>.16¢</u>	<u>.02¢</u>
8.5 x 19.0 inches		
Price per ballot:	<u>.16¢</u>	<u>.02¢</u>

- * BID PRICES INCLUDE ALL CHARGES FOR FREIGHT, F.O.B. WITH INSIDE DELIVERY.
EXCEPTION: A SHIPPING CHARGE OF \$20.00 WILL BE INCLUDED ON ORDERS
OF 200 OR FEWER BALLOTS