

PLEASE PUBLISH Thursday, December 5, 2024

NOTICE FOR BID #25-11

The Board of Pontotoc County Commissioners will receive sealed bids for the printing of the digital ballots for the Pontotoc County Election Board. This bid will be opened on December 23, 2024, at the Board of County Commissioners meeting. Bid specification forms may be obtained at the County Commissioner's office in the Courthouse, Room 133, 100 W. 13th, Ada, Oklahoma, or on the County website at pontotoc.okcounties.org. The Board of County Commissioners reserves the right to reject or accept any or all bids. County bid forms must be used, signed, and notarized. Call 580.332.4534 for any questions.

Pontotoc

County, Oklahoma

COUNTY PURCHASING OFFICE

Pontotoc County Clerk

301 S Broadway

Ada, Oklahoma

Phone Number +1 (580) 332-8977

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 Dec 2, 2024

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BID NUMBER

#25-11

BID CLOSING DATE AND HOUR

December 23, 2024 9:00 AM

REQUIRED DELIVERY DATE

(Days after award of Purchase Order)

Date of Delivery

TERMS

ITEM	QUANTITY	UNIT OF ISSUE	DESCRIPTION	UNIT PRICE	TOTAL
			Printing of Digital Ballots for the Pontotoc County Election Board. Specifications for bid are attached. Department: Pontotoc County Election Board Office Hours: 8:00 AM - 4:00 PM Contact: Paula Christian/Election Board Secretary Telephone: 580.332.4534 Return Bids To: Pontotoc County Clerk 301 S Broadway * Ada, OK 74820 or PO Box 1425 * Ada, OK 74821-1425 Instructions: 1. Please write sealed bid #25-11 on the outside of the envelope. 2. Vendor's bid amount(s) must be listed on the provided ballot pricing form. 3. Invitation to Bid form must be notarized and original bid form submitted. 4. Please verify notarization has been correctly and fully executed. Failure to do so will result in rejection of bid. See item #7 under Terms and Conditions. The Board of Pontotoc County Commissioners reserve the right to accept or reject any or all bids.		

TERMS and CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, Pontotoc
County Courthouse, Ada _____, 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 Pontotoc _____ 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 December 31, 2025 (Date)

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say that 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 _____ day
of _____, 20____ (SEAL)

Firm: _____

My commission expires _____ Signed by: _____
(Manual Signature of Undersigned)

Address: _____ Phone: _____
Zip: _____

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.

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 January 1, 2025 and ends on December 31, 2025.
- 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 Pontotoc 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:

Paula Christian, Secretary


Signature

Telephone 580-332-4534

Fax 580-421-7765

PRINTER:

Name of Firm

Owner/Agent

Signature

Telephone

Fax

**DIGITAL BALLOT PRINTING CONTRACT
BALLOT PRICING FORM**

All ballots and stubs printed, cut, and delivered shall meet size and bar-coding requirements listed in the current version of *Oklahoma Specifications for Digital Ballot Printing*.

REGULAR BALLOTS

	<u>Unit Price</u>	<u>Additional Cost for Color Distinction</u>
8.5 x 14.0 inches		
Price per ballot:	_____	_____
8.5 x 17.0 inches		
Price per ballot:	_____	_____
8.5 x 19.0 inches		
Price per ballot:	_____	_____

ABSENTEE BALLOTS (If Applicable, e.g., in Oklahoma and Tulsa Counties)

	<u>Unit Price</u>	<u>Additional Cost for Color Distinction</u>
8.5 x 14.0 inches		
Price per ballot:	_____	_____
8.5 x 17.0 inches		
Price per ballot:	_____	_____
8.5 x 19.0 inches		
Price per ballot:	_____	_____

SAMPLE BALLOTS

	<u>Unit Price</u>	<u>Additional Cost for Color Distinction</u>
8.5 x 14.0 inches		
Price per ballot:	_____	_____
8.5 x 17.0 inches		
Price per ballot:	_____	_____
8.5 x 19.0 inches		
Price per ballot:	_____	_____

SHIPPING CHARGE

Shipping charge will be included on orders of 200 or fewer ballots. \$

COLOR DISTINCTION

Describe the color distinction method to be employed where such distinction is required.