

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 Adair County Election Board (in conjunction with its agents and appropriate officials) henceforth referred to as "County Election Board", and _____, to whom the bid is awarded, henceforth referred to as "Printer". On this _____ day of _____, 20____, both parties have agreed to the terms and conditions stated in this contract, indicated by their signatures.

Contract Length

Contract is effective on this 1 day of January, 2026. It will remain in effect for the period of 12 months. Ending on the 31 day of December, 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

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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.

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The following credentials have been met and this contract agreed upon this _____ day of _____, 20__.

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

Contract entered into by:

Secretary of Adair County Election Board

Jan Wilhite
Representative (Please Print)

220 W Division St, Stilwell, OK 74960
Address

918-696-7221
Phone Number

Signature

Awarded Printer

Representative (Please Print)

Address

Phone Number

Signature

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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

Optional shipping charge may be included on orders of 200 or fewer ballots at \$ _____.

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COLOR DISTINCTION

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

