

**NOTICE TO BIDDER**  
**(PLEASE USE THE ENCLOSED BID SHEETS)**

**NOTICE IS HEREBY GIVEN** that the Board of County Commissioners of Custer County, Oklahoma will, on December 9, 2013 until the hour of 9:30 a.m. on said day, in their office in the Courthouse in Arapaho, Oklahoma, receive sealed bids for the following:

**Minimum Specifications For**  
**Ballot Printing**  
**Custer County Election Board**  
**Custer County, Oklahoma**

Specifications and information are on file in the Custer County Clerk's Office in Arapaho, Oklahoma and may be viewed on Custer County's website, [www.custer.okcounties.org](http://www.custer.okcounties.org).

All bids must be in a sealed envelope, clearly marked BID, with the BID OPENING DATE.

All bids must be mailed or delivered to:

***(Mailing)***

CUSTER COUNTY CLERK'S OFFICE  
P.O. BOX 300  
ARAPAHO, OKLAHOMA 73620-0300

***(Physical)***

CUSTER COUNTY CLERK'S OFFICE  
675 WEST "B" STREET  
ARAPAHO, OKLAHOMA 73620-0300

Please follow all instructions for submitting bid proposals completely.

/S/ KAREN FRY, CUSTER COUNTY CLERK  
(SEAL)

## INSTRUCTIONS FOR SUBMITTING BID PROPOSALS

1. This entire packet (Notice, Instructions, Minimum Specifications, Affidavit for Filing, Affidavit for Contracts and W-9) shall be known as the "Invitation to Bid" form. Fill out the "Invitation to Bid" form *completely*.
2. Identify the outside of the sealed envelope as follows:  
**SEALED BID**  
**CLOSING (Bid Date)**  
**BID (Opening Time)**
3. Place your company name and return address on the outside of the envelope.
4. File the bid proposal with the Custer County Clerk, either by mail or in person, until **9:30 o'clock a.m. on December 9, 2013**. Bids received after this time will be rejected and unopened. All bids will be opened at **9:30 o'clock a.m., December 9, 2013** during the County Commissioner's meeting held in the Custer County Courthouse, Arapaho, Oklahoma, Room 104, at 675 West "B" Street, Arapaho, Oklahoma.
5. All forms must be filled out completely. Any incomplete forms could result in rejection if the Board of County Commissioners considers such action to be in the best interest of Custer County.
6. The address of the Custer County Clerk is as follows:  

|  |   |
|--|---|
| <i>(Mailing)</i><br>CUSTER COUNTY CLERK'S OFFICE<br>P.O. BOX 300<br>ARAPAHO, OKLAHOMA 73620-0300 | <i>(Physical)</i><br>CUSTER COUNTY CLERK'S OFFICE<br>675 WEST "B" STREET<br>ARAPAHO, OKLAHOMA 73620 |
|--|---|
7. All bid information shall be typewritten, or legibly written in ink. All corrections shall be initialed by the person signing the form(s).
8. On all bids requiring services or contract labor, proof of liability insurance may be required. Read the bid specifications carefully.
9. FOR PROMPT PAYMENT OF ALL INVOICES, PLEASE NOTE:  
\* Payment for maintenance & operational expenses for Custer County is made once a month. Approval of said claims is made on the second Monday of each month. For your claim to be considered for payment, the product(s) or service(s) must be delivered, and the appropriate paperwork on file with the County Clerk's office no later than five working days prior to the second Monday of the month.  
\* If the proper invoices and supporting documentation are not received by the monthly cut-off date, payment will be rendered during the following month's business.  
\* Please contact Karen Fry, Custer County Clerk, for a schedule for invoice submission in order to expedite payment processing.
10. If you have any questions regarding the bid specifications, or the bid deadlines, etc., please contact Karen Fry, Custer County Clerk or Debbie Bright, Purchasing Agent at (580) 323-4420.

**NOTE: ALL BID PROPOSALS WHICH DO NOT CONTAIN THE "INVITATION TO BID" AND THE SIGNED/NOTARIZED "AFFIDAVIT FOR FILING WITH COMPETITIVE BID", WILL BE INVALID AND REJECTED.**

## BALLOT PRINTING CONTRACT

- OBJECT OF CONTRACT:** Digital printing and delivery of official ballots and sample ballots for all ballot orders placed during the period of this contract.
- LENGTH OF CONTRACT:** This contract will be effective for 12 months. The contract period begins on December 9, 2013 and ends on December 8, 2014.
- PARTIES INCLUDED:** This contract is established between the Custer 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 vendor (Printer) shall be awarded a contract for the time period listed above.**
- BALLOT MATERIALS:** The Printer agrees to furnish all ballot stock and other materials and equipment necessary to print digital ballots, and to incur any expense relating to the delivery of ballots to the Election Board.
- SPECIFICATIONS:** The "Oklahoma Specifications for Digital Ballot Printing," is attached and shall be considered a part of this contract. All ballots must be prepared in accordance with these specifications, and the Election Board is not required to accept any ballots not printed accordingly.
- DELIVERY DATES:** The delivery dates specified by the Election Board are critical. Any deviation must be approved by the Election Board Secretary. Failure to deliver all ballot cards by the dates specified shall result in a fine being assessed to the printer in the amount of \$50.00 per day for each day after the deadline.
- Delivery dates are listed below:
- Absentee ballots shall be delivered no later than 50 days before an election.
  - Regular ballots shall be delivered no later than 45 days before an election.
  - Sample ballots shall be delivered with the regular ballots, no later than 30 days before an election.
- BALLOT QUANTITIES/  
PRICE ADJUSTMENTS:** The printing costs for each election shall be based on the final quantity of ballots ordered by and delivered to the Election Board for an election. Ballot quantity requirements for any election may be raised or reduced from the quantity originally ordered if deemed necessary by the 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.

**CERTIFICATE OF  
INSURANCE:**

The successful bidder shall be required to provide a copy of the bidder's certificate of insurance to the county purchasing agent, in an amount as specified by the county purchasing agent at the time of contract award to ensure proper and prompt completion of the work in accordance with the provisions of the contract and bidding documents. The successful bidder shall provide proof of insurance coverage for the duration of the contract.

**BALLOT SECURITY:**

The Printer has an obligation to maintain security of the ballots and ballot data information at all times. The Printer will be responsible for taking reasonable precautions to maintain the security of all ballots and ballot printing materials, including maintaining limited access to the ballots and prohibiting the release of any ballots or ballot materials to anyone other than an approved authority of the Election Board.

**CONTACT PERSONS:**

**COUNTY ELECTION BOARD: Ann Brown, Secretary**

**Telephone: 580.323.5124**

**Fax: 580.323.5130**

**PRINTER:**

**Name of Firm:** \_\_\_\_\_

**Owner/Agent:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**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: \_\_\_\_\_  
Unit Price                      Additional Cost for  
Color Distinction

**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**

Maximum quantity per election: \_\_\_\_\_  
Unit Price                      Additional Cost for  
Color Distinction

**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**

Maximum quantity per election: \_\_\_\_\_  
Unit Price                      Additional Cost for  
Color Distinction

**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: \_\_\_\_\_

# **OKLAHOMA SPECIFICATIONS FOR DIGITAL BALLOT PRINTING**

## **SECTION 1. INTRODUCTION**

### **1.1 PURPOSE**

This document specifies the requirements for the printing of digital ballots for all elections conducted in Oklahoma.

Included are the printing specifications that are to be followed by a printer (Printer) certified by the State Election Board. Only a Printer that has been certified by the State Election Board as capable of digitally printing ballots for use in Oklahoma with the Hart InterCivic eScan A/T voting device and with Hart InterCivic's Ballot Now software application may bid on ballot printing.

### **1.2 SCOPE**

This document specifies requirements for Printers to produce digital ballots compatible with the Hart InterCivic eScan A/T and Ballot Now functionality. These specifications define the minimum requirements and the Election Board reserves the right to change or add to these specifications at any time it is deemed necessary. If any changes are made, the Printer will be provided with the new specifications prior to the time printing begins for the next scheduled election.

Ballots should not vary from the specifications without prior approval from the Election Board. The Election Board shall not be responsible for paying for any ballots not produced in accordance with all ballot specifications.

Any and all questions regarding ballot specifications and production should be immediately presented to the Election Board prior to digitally printing any ballot.

### **1.3 OVERVIEW**

These specifications are to be used by the Printer and will be used to specify the ballot and printing requirements for certifying Printers. Ballot Now is Hart InterCivic's central count and ballot-on-demand election software component and the eScan A/T is a precinct-based component that digitally scans and tabulates ballots. Ballot Now produces the formatted ballots. Ballot Now supports both direct printing of ballots and produces a PDF file for remote printing by third parties (Printer).

## **SECTION 2. REQUIREMENTS**

### **2.1 PRINTING EQUIPMENT**

Hart InterCivic's Ballot Now and eScan A/T election products are designed to accept digitally printed ballots produced by laser equipment. Any equipment used in the production of ballots must be maintained in accordance with the manufacturer's specifications. Given that digital equipment continues to change and update, the Election Board does not provide a list of approved equipment since it may arbitrarily exclude new or less common equipment. Any printing equipment must produce documents at 600 dpi or higher.

### **2.2 FILE FORMAT**

Files provided to a Printer are in Adobe .pdf format and will be accessible via an FTP website using a login and password provided by the State Election Board or other secure means as directed by the State Election Board.

## 2.3 BALLOTS

Ballots must be printed using digital printer(s). Each ballot will have a unique barcode and will be printed on both sides (duplex). Each regular ballot printed will include the name of the county, the entity, and the precinct for which the ballots are printed. Absentee ballots may be printed by style or by precinct.

The width of all ballots must be 8.5". All ballots in an election will be the same length. Absentee and regular ballots must be stitched into book form. The number of ballots per book shall be 100. When the number of ballots needed for a precinct is less than 25, the ballots shall be stitched in a book of 50. Sample ballots shall not be bound or stitched into books. All regular and absentee ballots shall have a line of micro perforation separating the stub (top of ballot) from the actual ballot. The micro perforation shall be placed 3 inches from the top of the stub for 14.0 and 17.0 inch ballots and 2 inches from the top of the stub for 19.0 inch ballots. The micro perforation must allow for easy removal of the ballot from the stub without tearing the ballot. The micro perforation shall be 36 perforations per inch.

The ballot files will contain all ballots for a given precinct/style including the numbers.

## 2.4 BARCODES

All ballots will have unique barcodes included on both faces of all ballots. Three barcodes are used:

- Unique Barcode - A barcode placed on the ballot stub and the ballot that uniquely identifies the ballot. This barcode assists in preventing multiple ballots from being processed through the scanner at the same time and prevents a ballot from being processed more than once.
- Election ID Barcode - An identification barcode that is unique for every election and used internally by the software.
- Ballot Identifier Barcode - A barcode printed on the paper ballot that indicates the precinct number, party, language, and page number of the ballot. In addition, the first three characters of the barcode identifies whether the ballot was printed from the Ballot Now application or an external ballot printer, and if the ballot is an official ballot, absentee ballot, sample ballot, or a test ballot.

## 2.5 BALLOT IMAGE MODIFICATION

No image may be added to the ballot without prior written approval from the Election Board.

## 2.6 PAPER SPECIFICATIONS

All official ballots must be printed on paper stock that meets or exceeds the specifications. All stock and supplies must be furnished by the printer. Official Ballot Paper is # 1 grade bond, laser guaranteed, meeting the following minimum specifications:

|                   |  |
|-------------------|--|
| Basis Weight:     | 28# Bond                               |
| Finish:           | Smooth Xerography                      |
| Sheffield:        | 100-120                                |
| Brightness:       | 91-94                                  |
| Content:          | Virgin wood fiber, no recycled content |
| Florescent level: | 4%                                     |
| Moisture content: | 4.5%                                   |

|                 |   |
|-----------------|---|
| Packaging:      | Moisture resistant ream wrap  |
| Trim:           | +/- 0.025"  |
| Squareness:     | +/- 0.025"  |
| Toner Adhesion: | Mill treatment which allows optimum binding of toner and paper fibers                     |
| Stub:           | 36 micro perforations per inch  |
| Color:          | Primary election ballots must be distinguished by color as directed by the Election Board |

## 2.7 BALLOT COLOR

Color distinction may be made by the use of colored stock or by a color bar. Colored stock recommendations by Hart InterCivic include *Domtar 70-Pound Smooth* and *International Springhill Opaque*. Approved colors from these sources include only white, ivory, pink, and yellow.

For a color bar, Printer must be able to print solid or screened print bars 1/4" to 3/8" along the top and bottom end of both sides of the official ballot. The printed stripes may not extend left or right beyond the vertical plane(s) of the copy box, nor anywhere inside the copy box (the rectangular outline box within which all ballot copy resides).

Specifications require the use of only laser-safe inks and a 48 hour allowance for drying purposes prior to laser imaging of ballot copy.

The printed bars must be printed in one of the following Pantone Matching System (PMS) colors:

- **Green 352**
- **Brown 464**
- **Tan 468**
- **Blue 297**
- **Gray Cool #3**
- **Peach 163**
- **Cherry 183**
- **Purple 251**

Color distinctions for ballots shall be at the discretion of the Election Board according to color availability from successful bidder. Absentee ballots of the same style or precinct shall be printed with the same color bar or on the same color ballot stock as the regular ballots.

## 2.8 COLOR CODING OR HIGHLIGHTS

No image, screen, tint, logo, pantograph, or any mark may be added to the ballot which encroaches upon the ballot area (rectangular outline box within which all ballot copy resides), nor within any vertical tracks from sheet edge to ballot area, top to bottom, where the barcodes exist. Highlight printing with color toner may only be performed at the same time and machine pass that the ballot image is printed. Pre-printed stock, i.e. stock which has been printed using the lithographic process, shall be printed only with laser safe inks, and allowed to dry for 48 hours prior to laser imaging.

## 2.9 SAMPLE BALLOTS

Files for sample ballots will be provided in the same manner as regular official ballots. Sample ballots will not be numbered, stitched or perforated. Sample ballots will be shrink-wrapped.



## **SECTION 3. PRODUCTION**

### **3.1 PAPER CONDITIONING**

Official Ballot Paper must be properly conditioned in accordance with the printer manufacturer specifications. Conditioning time increases proportionally to the difference in temperature between storage and production locations.

Paper that is purchased in trimmed to size reams should be prepared for a print job by removing outer skid wraps. Do not remove from cartons or remove ream wraps from paper.

The following chart should be used for conditioning ream wrapped papers:

| <b>Paper Quantity<br/>(Number of Cartons)</b> | <b>Cut Sheets, Ream Wrapped in Cartons<br/>Difference in Temperature<br/>(From Storage to Production Area)</b> |              |              |              |              |              |
|---|--|--------------|--------------|--------------|--------------|--------------|
|   | <b>10° F</b>   | <b>15° F</b> | <b>20° F</b> | <b>25° F</b> | <b>30° F</b> | <b>40° F</b> |
|   | <b>Number of Hours to Condition</b>  |              |              |              |              |              |
| <b>1</b>                                      | <b>4</b>   | <b>8</b>     | <b>11</b>    | <b>14</b>    | <b>17</b>    | <b>24</b>    |
| <b>5</b>                                      | <b>6</b>   | <b>11</b>    | <b>15</b>    | <b>18</b>    | <b>22</b>    | <b>31</b>    |
| <b>10</b>                                     | <b>8</b>   | <b>15</b>    | <b>20</b>    | <b>24</b>    | <b>29</b>    | <b>41</b>    |
| <b>20</b>                                     | <b>11</b>  | <b>18</b>    | <b>24</b>    | <b>29</b>    | <b>35</b>    | <b>49</b>    |
| <b>40</b>                                     | <b>13</b>  | <b>21</b>    | <b>28</b>    | <b>34</b>    | <b>41</b>    | <b>58</b>    |

### **3.2 TRIMMING**

Ballot Now produces a .pdf for each unique ballot and supports sizes (in inches) 8.5 x 11 (14" with 3" stub), 8.5 x 14 (17" with 3" stub), and 8.5 x 17 (19" with 2" stub). These sizes do not require trimming, and are guaranteed to meet all tolerances required.

Cutter blades should be changed every 2000 to 2500 pulls, which generally equates to every other day in two-shift production. Failure to change blades as recommended will result in inaccurate cuts and improper feeding into the digital printer and/or the scanner, ultimately resulting in rejected ballots.

Stock width must be plus or minus .025" from target. Mylar overlays shall be used for testing periodically throughout the production day. Stock must be square. Any variation in excess of 0.025" is unacceptable.

### **3.3 PRINT PRODUCTION**

The .pdf file must be printed at 100% image size. A Mylar overlay for comparison with printed ballots may be obtained from the State Election Board or Hart InterCivic and shall be used to verify ballot format, at a minimum of every 500 ballots or for each precinct printed, whichever is less. The linearity shall be verified at the same sampling rate, using a linearity Mylar overlay supplied by the SEB. The Printer must test bar code position with the overlay every 500 ballots, and print, validate, and retain five consecutive linearity grid sheets prior to commencing production and hourly thereafter. These tests should also be re-validated during the post-production QC period after the ballots have re-acclimated to room temperature.

The image must be centered on the page within 0.060" left to right and 0.125" top to bottom. Image size must not vary from ballot to ballot more than 2.0% from actual. For general comparison, overall text or graphics stretching is not to exceed .864 cm/.0340 in. Toner "spray" must not be visible to the naked eye.

### **3.4 PERFORATIONS**

All regular and absentee ballots shall have a line of micro perforation separating the stub (top of ballot) from the actual ballot. The micro perforation shall be placed 3 inches from the top of the stub for 14.0 and 17.0 inch ballots and 2 inches from the top of the stub for 19.0 inch ballots. The micro perforation must allow for easy removal of the ballot from the stub without tearing the ballot. The micro perforation shall be 36 perforations per inch.

### **3.5 GRAIN ORIENTATION**

Ballots shall be printed with the paper grain parallel to the ballot width (grain short) to minimize dimensional changes.

## **SECTION 4. POST PRINT PRODUCTION**

### **4.1 POST-PRINTING CONDITIONING**

Digital printers fuse toner to paper using very high heat and pressure. Moisture is removed from the stock during this process. Ballots printed using digital presses require a minimum of 24 hours prior to beginning other bindery processes, in order to allow the stock to re-acclimate.

### **4.2 STITCHING**

Absentee and regular ballots must be stitched into book form. The number of ballots per book shall be 100. When the number of ballots for a precinct is less than 25, the number of ballots per book shall be 50. Sample ballots shall not be bound or stitched into books. Each book of consecutively-numbered ballots shall be stitched together in the top 1/4 inch margin of the stub. Staples should not interfere with any number or text matter that appears on the stub.

### **4.3 SHRINK - WRAPPING**

Printed ballots shall be shrink-wrapped by precinct number in maximum packages of no more than four books of 100 ballots each. Ballots are packaged by shrink-wrapping in such a way that edges are not damaged by flares, delaminating, bends, and tears to the ballot stock.

### **4.4 PACKAGING**

Printed ballots are to be packaged in the order provided in the transmitted files. Completed ballots shall be shrink-wrapped following post-production conditioning. Optimum package size is 200 to 400 ballots. If there are less than 200 ballots per package, turn shrink tunnel heat down to prevent full wrap shrinkage and resultant curling of ballots.

Shrink-wrapped packages shall be reinforced with index or chipboard. Packages shall be labeled to reveal enough pertinent information about the contents to ensure the package can remain sealed until ballots are ready to be voted.

### **4.5 CARTONS**

Ballot packages shall be protected in corrugated cartons of single wall construction, #275 virgin Kraft, approximately .125"-.250" larger than the ballot size. If correct size cartons are not available, corrugated comers shall be fitted to protect the package. Chipboard or corrugated cushions shall be placed on the bottom and top of each carton to further protect ballots. Tamper-proof tape or security tape to seal cartons is required and may be specified by the customer. Fully loaded carton weight shall not exceed 60 pounds. Most "mill" paper cartons do not provide adequate protection for printed ballots, and thus should not be used for shipping completed orders.

#### **4.6 SHIPPING**

Ballots shall be boxed and shipped to the Election Board office(s). Shipping documents shall verify carton contents. The Printer must have a method of tracking shipments and of communicating package delivery status. Bid prices shall include all charges for freight, F.O.B. with inside delivery.

**AFFIDAVIT MUST BE SIGNED AND NOTARIZED**  
S.A. & I. 425 (2000)

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

STATE OF OKLAHOMA)  
  ) SS  
COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, of lawful age, being first duly sworn,  
on oath says, that (s)he is the agent authorized by the bidder to submit the attached 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 county 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 county official concerning exchange of money or other thing of value  
for special consideration in the letting of a contract.

**VENDOR:** \_\_\_\_\_  
**SIGNATURE:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CITY/STATE/ZIP:** \_\_\_\_\_  
**PHONE:** \_\_\_\_\_  
**FAX:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public (Clerk or Judge)

My Commission Expires: \_\_\_\_\_

(SEAL)

**Note: Each competitive bid submitted to a county, school district or municipality must be accompanied with the above Affidavit as required by 61 Okla.St. Ann. §138**

AFFIDAVIT FOR CONTRACTS AND PAYMENTS

STATE OF OKLAHOMA )
) SS
COUNTY OF )

THE UNDERSIGNED (ARCHITECT, CONTRACTOR, SUPPLIER OR ENGINEER), OF LAWFUL AGE, BEING FIRST DULY SWORN, ON OATH SAYS THAT THIS INVOICE OR CLAIM IS TRUE AND CORRECT. AFFIANT FURTHER STATES THAT THE (WORK, SERVICES OR MATERIALS) AS SHOWN BY THIS INVOICE OR CLAIM HAVE BEEN (COMPLETED OR SUPPLIED) IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, ORDERS OR REQUESTS FURNISHED THE AFFIANT. AFFIANT FURTHER STATES THAT (S)HE HAS MADE NO PAYMENT DIRECTLY OR INDIRECTLY TO ANY ELECTED OFFICIAL, OFFICER OR EMPLOYEE OF THE STATE OF OKLAHOMA, ANY COUNTY OR LOCAL SUBDIVISION OF THE STATE, OF MONEY OR ANY OTHER THING OF VALUE TO OBTAIN PAYMENT OF THE INVOICE OR PROCURE THE CONTRACT OR PURCHASE ORDER PURSUANT TO WHICH AN INVOICE IS REQUIRED.

\_\_\_\_\_
BUSINESS NAME

By \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_
NOTARY PUBLIC (OR CLERK OR JUDGE)

NOTE: 62 OKL.ST.ANN. § 310.9 (B), AUTHORIZES COUNTIES EXECUTING MORE THAN ONE CONTRACT, EXCEEDING \$ 25,000.00 DURING THE FISCAL YEAR, WITH AN ARCHITECT, CONTRACTOR, ENGINEER OR SUPPLIER OF CONSTRUCTION MATERIALS TO ACCEPT ONE AFFIDAVIT APPLYING TO ALL WORK, SERVICES OR MATERIALS COMPLETED OR SUPPLIED UNDER THE TERMS OF AWARDED CONTRACTS, OR WHICH ARE NEEDED ON A CONTINUAL BASIS; SUCH AFFIDAVIT TO BE IN LIEU OF ALL INDIVIDUAL AFFIDAVITS FOR EACH INVOICE SUBMITTED IN RELATION TO SUCH CONTRACT.

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

|   |  |  |
|---|--|--|
| Print or type<br>See Specific Instructions on page 2. | Name (as shown on your income tax return)  |  |
|   | Business name/disregarded entity name, if different from above   |  |
|   | Check appropriate box for federal tax classification:<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><br><input type="checkbox"/> Other (see instructions) ▶ _____ | Exemptions (see instructions):<br><br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____ |
|   | Address (number, street, and apt. or suite no.)  | Requester's name and address (optional)  |
|   | City, state, and ZIP code  | <b>Custer County<br/>P. O. Box 300<br/>Arapaho, OK 73620</b>   |
| List account number(s) here (optional)                |  |  |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|
|                        |  |  |  |  |  |  |  |  |

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number |  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|
|                                |  |  |  |  |  |  |  |  |

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.