ATHENS STATE UNIVERSITY
300 North Beaty Street, Athens, AL 35611

**Bid Number**: 22027

**Opening Date/Time**: November 17, 2026, 2:00 P.M.
**Opening Location:** Founders Hall, Room 109
**Contact Person:** Chris.Latham@athens.edu

**November 3, 2026**

**To Whom It May Concern:**

Athens State University will receive sealed bids for printing of The Column Newsletter as described and specified on **Attachment A**. All responses to this Invitation-to-Bid (ITB) are to adhere to the format outlined in this document, as well as the enclosed **General Conditions for Purchasing Solicitations**.

**Instructions to Bidders**

1. Bid is to be mailed in a **sealed envelope** to the address above with ITB which bears the above bid number and opening date on the outside of the envelope.

2. Bid must be typed or printed in ink. Bid must be signed by a responsible representative of your company. Bidder must indicate in the space provided on the bid form the number of calendar days in which delivery will be made after proof approval.

3. Preference will be given to Forest Stewardship Council (FSC) active members using FSC certified products.

4. Bidder must quote all prices FOB Athens State University (as noted).

5. Athens State University is exempt from Federal Excise and State Taxes. Code of Alabama 40-23-4.

6. In bidding substitute items from brand names specified on the ITB, the bidder must so indicate the substitution and must include complete specifications with their responses.

7. Athens State University reserves the right to reject any and/or all bids and, unless otherwise specified by the bidder, to accept any or all items in the bid and may elect to award a bid on "all or none" basis. Athens State University reserves the right to purchase according to the availability of funds.

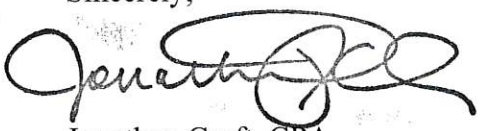
8. Before a purchase order will be issued, the awarded vendor may be required to submit to Athens State University the following documents (if applicable), completed and properly executed:

- State of Alabama Vendor Disclosure
- Athens State University Vendor Form W-9 - enclosed
- Alabama Immigration Law Certificate of Compliance – required of the awarded vendor
- E-Verify Memorandum of Understanding – submit with enclosed bid compliance form

## CERTIFICATION PURSUANT TO ACT NO. 2006-557

**ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE**

Sincerely,



Jonathan Craft, CPA
Vice-President for Financial Affairs

**Attachment A**
**ASU Bid #22027**

## NEWSLETTER SPECIFICATIONS

- **Trim size Minimum 8.375" x 10.875"; Maximum 8.5" x 11"**
- **24 pages self-cover**
- **Ink - Four (4) color process**
- **Stock 80# white #2 gloss text or better**
- **Collate, fold, saddle stitch, and trim**
- **Process provided mailing list; Inkjet addresses on back cover**
- **Deliver finished product to postal service for distribution**
- **Must be able to drop at post office no later than three weeks after proof approval.**
- **Postage will be provided directly by the University to Postmaster.**
- **Any additional shipping/freight charges must be billed under separate invoice by the printer in coordination with publication delivery for approximately 46,770 newsletters**
- **Balance to be shipped to:**
  **Athens State University**
  **Attn: Chris Latham**
  **423 E Pryor Street**
  **Athens, AL 35611**
  ***Note – this shipping is to be included in the total price submitted below**

| QTY | TOTAL PRICE |
|---|---|
| 47,000 | $_____ |
| # of days after receipt of PO for delivery | _____ |

**Firm:** _____

**Name of Representative (Print)** _____

**Signature:** _____ **Title:** _____

**Address:** _____

**City:** _____ **State:** _____ **Zip Code:** _____

**Date:** _____ **Phone Nr.:** _____ **Fax Nr.:** _____

**E-mail Address:** _____

ATHENS STATE UNIVERSITY

# GENERAL CONDITIONS FOR PURCHASING SOLICITATIONS

**Bidder:** To ensure responsiveness and acceptance of bid, please follow these instructions. (The use of the words: bid/bidder, proposal/proposer, vendor, contractor, and supplier for the context of this solicitation all have the same meaning for the company/firm submitting a bid or a request for proposal.)

**1. Bid Opening:** Sealed bids or proposals must be received in the Office of Financial Affairs by the bid opening time and date specified in this invitation to bid unless changed by addendum. Sealed bids or proposals shall be mailed to Athens State University, Office of Financial Affairs, 300 N. Beaty Street, Athens, AL 35611 and must be marked with the bid/proposal number and opening date/time. All courier delivered bids/proposals MUST have the bid/proposal number and opening date/time on the outside of the courier packet. All bids delivered after the specified time will not be considered. At the bid opening, no discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied.

**2. Preparation of Bid:** Bid shall contain a manual signature of an authorized representative in the space provided. Responses must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and correction printed in ink or typewritten adjacent, and must be initialed in ink by person authorized to sign the bid.

**3. Submittal of Bid:** ***The bid submission form included in the request should be completed and returned as requested.*** Modifications and corrections received after the closing time specified will not be considered. It is the bidder's responsibility to examine any drawings, specifications, and instructions.

**4. Prices and Delivery:** Firm prices shall be quoted, typed, or printed in ink, to include all packing, handling, shipping, and delivery charges FOB Athens State University. Unless otherwise specified, bid prices are assumed firm for a minimum period of 120 days after the date of the opening. Athens State University is exempt from Federal Excise and State Taxes. Code of Alabama 40-23-4.

**5. Installation:** Where installation is required, the successful bidder shall be responsible for placing and installing the product in the required location(s). Authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. The successful bidder shall protect the site from damage and shall repair damages or injury caused during installation by the vendor, its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the vendor shall promptly restore the structure or site to its original condition. The successful bidder shall perform installation work so as to cause the least inconvenience and interference with the University and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

**6. Acceptance and Rejection:** Inspection and testing, if any, and acceptance will be at the destination unless otherwise provided, but all materials and workmanship shall be subject to inspection and test at all times and places, and where practicable. Title to risk or loss or damage to all items shall be the responsibility of the supplier until acceptance by the University unless loss or damage results from negligence by the University. During manufacture, the right is reserved to reject articles that contain defective material and workmanship. Rejected material shall be removed by and at the expense of the bidder promptly after notification of rejection. Final inspection and acceptance or rejection of material or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose

liability on the University thereof for such materials or supplies as not in accordance with the specifications. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

**7. Brand Name Reference:** Unless specified "no substitute," any catalog brand name or manufacturer's reference used in the ITB is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete description of the product offered. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material, samples, or demonstrations. The bidder guaranties that the product offered will meet or exceed the referenced product and or specifications identified in the ITB. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the solicitation.

**8. Samples:** Samples or demonstrations, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become the property of the University unless bidder states otherwise. Each sample should be marked with the bidder's name address, bid number and item number.

**9. Interpretation:** Any questions concerning specifications and conditions shall be directed to Jonathan Craft, VP for Financial Affairs, jonathan.craft@athens.edu, 256-216-3310, unless otherwise specified.

**10. Disputes:** In case of any doubt or differences of opinion as to the items to be furnished under a contract resulting from this bid, the decision of the VP for Financial Affairs shall be final and binding on both parties.

**11. Time of Performance:** The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid, if applicable.

**12. Acceptance of Bid/Award:** The University reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, general condition, special condition, or minor specification deviation when considered to be in its best interest, and to award the bid that best serves the interest of the University. The University may elect to award a bid on "all or none" basis. Athens State University reserves the right to purchase according to the availability of funds. The award will be made to lowest responsive and responsible bidder meeting specifications. Documents contained herein are considered part of the binding contract. It is understood and agreed that the University shall have 120 days for bid acceptance.

**13. Default:** Backorders default in promised delivery or failure to meet specifications, authorize the University to cancel this contract to the defaulting bidder. The bidder must give written notice to the University of the reason and the expected delivery date.

**14. Addenda:** An addendum may be issued as an addition or supplement or clarification to the bid document. Only written addenda are part of the bid packet and should be considered.

**15. Alternate Bids:** Unless specifically requested, alternate bids will not be considered.

**16. Insurance and Indemnification:** The bidder agrees to indemnify and hold harmless the University, its officers, agents, and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the bidder, its agents, employees, or representatives, or arise from any bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the University. The bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the University. The bidder will, at the request of the University, supply certificates evidencing such coverage.

**17. Risk of Loss:** The bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, material, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to

third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the bidder or held by the bidder or its suppliers for the account of the University, until such property has been delivered to the University; (4) all risks of loss or damage to any of the goods or part thereof rejected by the University, from the time of shipment thereof to bidder until redelivery thereof to the University.

**18. Non-Discrimination:** The University provides equal opportunity for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.

**19. Assignment:** Assignment of any rights or obligations under award or any portion of this bid is not allowed without the express written consent of the University.

**20. Tobacco and Drug Policy:** Athens State University is a tobacco and drug free campus. All vendors, employees, and agents shall abide by the tobacco and drug free policy while on any property owned/leased by the University.

**21. Warranty:** The bidder expressly warrants that all articles, material, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the University, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.

**22. Hazardous and Toxic Substances:** Bidder must comply with all applicable federal, state, county, and city laws ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances, and regulations pertaining to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the University with a "Material Safety Data Sheet" if required.

**23. Patents:** Bidder guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect, and save harmless, the University and its employees on any claims arising out of the purchase of goods or services.

**24. Domestic Products:** In public works projects, the contractor agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification.

**25. Required Submissions:** Before a purchase order will be issued, the awarded vendor may be required to submit to the University the following documents (if applicable) completed and properly executed:

* State of Alabama Vendor Disclosure
* Athens State University Vendor Form W-9 - enclosed
* Alabama Immigration Law Certificate of Compliance
* E-Verify Memorandum of Understanding – submit with the enclosed bid compliance form

**26. Certification Pursuant to Act No. 2006-557:** Alabama law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting a bid, the bidder is hereby certifying that the bidder is in full compliance with Act 2006-557, not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges the awarding authority may declare the contract void if the certification is false.

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Any and all general information, special terms and conditions, or scope of work, etc., attached hereto which vary from these general conditions shall have precedence

ATHENS STATE UNIVERSITY

**Office of Financial Affairs**
**300 North Beaty Street**
**Athens, AL 35611**
**256-233-8100**

**Substitute W-9** **Request for Taxpayer Identification Number and Certification** **Give Form to the Athens State University. Do not send to the IRS.**

## Part I: Taxpayer Information

**1.** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank

**2.** Business name/disregarded entity name, if different from above

**3.** Check appropriate box for federal tax classification of the person whose name is entered on line 1. *(Check only one)*

- ○ Individual/sole proprietors
- ○ C Corporation
- ○ S Corporation
- ○ Partnership
- ○ Trust/Estate
- ○ LLC Single Member
- ○ LLC C Corporation
- ○ LLC S Corporation
- ○ LLC Partnership
- ○ Other _____

**4.** Exemptions (codes apply only to certain entities, not individuals)

Exempt code (if any) _____ Exemption from FATCA reporting code (if any) _____

**5.** Legal Address (number, street, and apt. or suite no.)

City, state, and ZIP code

**6.** Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding.

Social security number _____ **Or** Employer identification number _____

## Part II: Remittance Information

**1.** Accounts Receivable Contact Person _____

**2.** Accounts Receivable Email Address _____

**3.** Accounts Receivable Phone Number _____

**4.** Accounts Receivable Fax Number _____

| **5.** Purchase Order Address (if different from legal address.) | **6.** Remittance Address (if different from legal address) |
|---|---|
| | |

## Part III: Entity Type (Attach Certification)

Business Type: ☐ Disadvantaged-Owed ☐ Minority-Owned ☐ Veteran-Owned ☐ Woman-Owned ☐ Small Business

## Part IV: 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.

Sign Here ▶ Signature of U.S. Person Date

**ATHENS STATE UNIVERSITY – COMPLIANCE WITH SECTION 31-13-9 OF THE *CODE OF ALABAMA***

Section 31-13-9 of the *Code of Alabama*, as amended (see Alabama Act No. 2012-491) (the "Act") is applicable to all contracts entered into with Athens State University via a competitive bidding process.

Be advised that as a condition for the award of any contract that is competitively bid and awarded by Athens State University to a business entity or employer that employs one or more employees, the Act requires that the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Be further advised that as a condition for the award of any contract that is competitively bid and awarded by Athens State University to a business entity or employer that employs one or more employees within the State of Alabama, the Act requires that the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

Information about "E-verify" can be found at web address: https://e-verify.uscis.gov/enroll and the program is operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Be further advised that the Act requires that any subcontractor, on a project paid for by a contract that is competitively bid and awarded by Athens State University, shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. During the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. A business entity or employer who has been awarded a contract with Athens State University through a competitive bidding process should maintain records of such compliance in case verification is required by Athens State University or a law enforcement agency.

Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, termination of employees, and possibly suspension or revocation of business licenses and permits in accordance with the Act, among other things.

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**All bidders must complete the following information and return this form with their bid information.**

1. Are you a business entity or employer that employs one or more employees within the State of Alabama?

☐ No

☐ Yes, and I have enclosed documentation along with this form establishing that I am enrolled in the E-Verify program. If you answered "Yes," then you must provide such documentation with this form. A copy of your E-Verify Memorandum of Understanding is acceptable documentation.

2. Pursuant to the Act and by operation of law, the following provision shall be incorporated into any contract that is awarded by Athens State University as a result of this competitive bid process, regardless of whether or not the same is expressly set forth in the written documents relating to such contract:

*By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.*

I represent and affirm that my response to #1 above is true and correct, that I fully agree and accept the statement in #2 above, and that Athens State University may fully rely on the same. I also acknowledge that I have received notice of and reviewed all of the information contained in this document.

If Bidder is a Business Entity
Name of Bidding Party:_____

Signature: _____

Printed Name of Signatory: _____
Its: _____(Position)
Date: _____

If Bidder is an Individual
Name of Individual: _____

Signature: _____

Date: _____