

Patricia A. Peshka
Purchasing Agent



Joseph J. Solomon
Mayor

City of Warwick
Purchasing Division
3275 Post Road
Warwick, Rhode Island 02886
Tel (401) 738-2013
Fax (401) 737-2364

The following notice is to appear on the City of Warwick's website Thursday, February 20, 2020. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
PROPOSALS REQUESTED FOR**

Bid2020-288 Design, Print, & Mail Consumer Confidence Report

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Thursday, February 20, 2020.

Sealed proposals will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Tuesday, March 17, 2020. The proposals will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards will be made on the basis of the lowest evaluated or responsive proposal price. Please note that no proposals can be accepted via email or fax.

The City of Warwick, in addition to soliciting bids in response to this RFP, may consult, consider, and make an award for any and all open bid offers for a comparable unit as sought herein at the following websites:

RI State MPA: <http://www.purchasing.ri.gov/MPA/MPASearch.aspx>

NASPO: <https://www.naspo.org/>

NJPA (National Joint Powers Alliance): <https://www.njpacoop.org/cooperative-purchasing>

MHEC (Massachusetts Higher Education Consortium): <https://www.mhec.net/>

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the proposal opening date.

Original Signature on File

Patricia A. Peshka
Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR PROPOSAL

Acknowledgement of Addendum (if applicable)

Addendum Number	Signature of Bidder
_____	_____
_____	_____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____*

*Please include your email address. Future proposals will be emailed, unless otherwise noted.

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II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor, accepts the above proposal and hereby enters into a contract with the above party to pay the proposal price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

Bid2020-288

Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR PROPOSAL

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statutes, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered in any way**

**CITY OF WARWICK
NOTICE TO BIDDERS**

Bid2020-288 Design, Print, & Mail Consumer Confidence Report

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

Proposals received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified. No proposals will be accepted via facsimile or email.

The opening of proposals will be in the order established by the posted agenda and the agenda will continue uninterrupted until completion.

Once an item has been reached and any proposals on that item has been opened, no other proposals on that item will be accepted and any such proposal will be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a proposal thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the proposal or has participated in contract negotiations on the part of the City, that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for proposals, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All proposals submitted become the property of the City and will not be returned. If the company intends to submit **confidential or proprietary information** as part of the proposal, **any limits on the use or distribution of that material should be clearly delineated in writing. This information should be submitted in a sealed envelope, clearly labeled confidential** and where it should be submitted in the response. Please be advised of the Freedom of Information Act as it may pertain to your submittal.

All proposals should be submitted with one (1) original and one (1) copy in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "Bid2020-288 Design, Print, & Mail Consumer Confidence Report."

Should you have any questions, please contact Dan O'Rourke, Water Division, 935 Sandy Lane, Warwick, RI 02886 at 401-921-9734.

All proposals should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Negligence on the part of the bidder in preparing the proposal confers no rights for the withdrawal of the proposal after it is open.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder must indicate the item or part with the deviation and indicate how the proposal will deviate from specifications.

There will be no additional charges to the City of Warwick if there are any omissions or errors that are the fault of the printer.

The IRS Form W-9 available on www.warwickri.gov should be completed and submitted with the proposal if the bidder falls under IRS requirements to file this form.

For a bid to be awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a **Certificate of Good Standing** dated no more than thirty (30) days prior to the date upon which the bid approval was made.

The successful bidder will provide said **Certificate of Good Standing** (if required) within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prices to be held firm (1) one year from date of award. Term contracts may be extended for one additional term upon mutual agreement unless otherwise stated.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The Purchasing Agent reserves the right to reject any and all proposals, to waive any minor deviations or informalities in the proposals received, and to accept the proposal deemed most favorable to the interest of the City.

The successful bidder must comply with all Rhode Island Laws applicable the public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City will incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor will be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were

satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit will be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick will be the sole responsibility of and will be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick will be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the proposal specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement will cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to proposal specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

**CITY OF WARWICK
DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER**

**BID
FOR PROFESSIONAL SERVICES RELATED TO
DESIGN, PRINTING AND MAIL PREPARATION
OF
CONSUMER CONFIDENCE REPORT**

ARTICLE 1. GENERAL:

1.1 PROJECT DESCRIPTION:

The Warwick Water Division requests Bids from qualified firms capable of providing all services necessary for the creative development, design, layout, printing and mail preparation of the annual Consumer Confidence Report for the year 2019. The finished report shall fulfill the Environmental Protection Agency (EPA) AND Rhode Island Department of Health (DOH) requirements for informational content, delivery and met the approval of the Water Division. The contractor shall have experience in public relations, marketing and advertising services related to public information initiatives of this type.

- 1.2 All work under this contract shall be brought to final completion within 45 days of the purchase order date. The Bidder is solely responsible for all work, materials and services related to completion of this project.

ARTICLE 2. QUALIFICATIONS OF BIDDERS:

- 2.1 Bidders may be investigated by the Water Division to determine if they are qualified to perform the work. All Bidders shall be prepared to submit to the Water Division, upon request, written evidence of such information and data necessary to make this determination.
- 2.2 The investigation of a Bidder will seek to determine whether the organization is adequate in size, financially sound and has sufficient personnel in the disciplines required to assure the Water Division that they can complete the assignment ordered by the Water Division.
- 2.3 In evaluating Bids, the Water Division will consider the qualifications of only those Bidders whose bids are in compliance with the prescribed requirements.
- 2.4 The Water Division reserves the right to reject any Bid, or parts thereof, if the evidence submitted by, or the investigation of, such Bidder fails to satisfy the Water Division that such Bidder is properly qualified to carry out the obligations of the Bid and any and all assignments from the Water Division.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS:

- 3.1 Any company, which intends to submit a bid for this project, should view and inspect a copy of the prior year report at the Water Division office at 935 Sandy Lane, Warwick, RI and familiarize themselves with Federal, State and local laws including but not limited to:
 - 3.1.1 United States Environmental Protection Agency regulations regarding Consumer Confidence Reports, 40 CFR 131.
 - 3.1.2 Rhode Island Department of Health Rules and Regulations Pertaining to Public Drinking Water (R46-13-DWQ) September 1999 and subsequent changes.
 - 3.1.3 U.S. EPA Guide “Preparing Your Drinking Water Consumer Confidence Report”
 - 3.1.4 All other documents, regulations, publications and guides necessary to complete the work proposed.
- 3.2 The Contractor shall become thoroughly familiar with all regulations, documents and any written electronic records pertinent to performing the work. By submitting the Bid, the Contractor affirms having carefully examined any records or requirements affecting work under this contract. No claim for additional cost will be allowed due to claims associated with lack of full knowledge of the performance requirements for this project.
 - 3.2.1 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Bid Document and all documents contained herein and all state and federal regulations.

ARTICLE 4. INTERPRETATIONS:

- 4.1 All questions about the meaning or intent of the Bid Documents shall be directed to Daniel P. O’Rourke, Division Chief, at 401-921-9734.
- 4.2 Written clarifications or interpretations will be issued, if requested Addenda, not later than four (4) calendar days before the Bid opening date. Only questions answered by formal written Addenda will be binding. Oral and other clarifications or interpretations will have no legal effect. Addenda will be sent to all parties recorded as having received the Bid Documents.
- 4.3 Each Bidder shall be responsible for determining that they have received all Addenda issued and so note on the Bid.

ARTICLE 5. WARWICK WATER DIVISION INVOLVEMENT DURING THE PROJECT:

- 5.1 It is clearly understood that the office staff personnel of the Water Division will have limited involvement in the Project. The Bidder is required to provide all field and office services necessary in performing the work related to production and mailing of the Consumer Confidence Reports and all other appurtenant services necessary to complete the required amount of the Project.

- 5.2 Warwick Water Division shall provide all existing information to the selected Bidder for review from all available company sources.
- 5.3 The Warwick Water Division will not provide any services for this project other than pertinent information, table information, draft and final proof review of the Consumer Confidence Report. The staff of the Water Division will assist in data collection of existing Water Division records only and not from any other sources. The Division Chief will be available to review all aspects of the Project and assist where necessary. It is clearly understood that the contractor is responsible for the entire Project.

ARTICLE 6. AWARD OF PURCHASE ORDER:

- 6.1 The Purchase Order will be awarded, in conformance with the City of Warwick Purchasing Regulations, to the lowest responsible and eligible Bidder. Such a Bidder shall possess the skill, proper material, ability, and integrity necessary for the faithful performance of the Work. The term “lowest responsible and eligible Bidder” as used herein shall mean the bidder whose Bid is the lowest of those Bidders possessing the skill, proper material, ability, creativity, experience, requirements, and integrity necessary in the faithful performance of the Work. Experience shall mean experience in public relations, marketing and advertising services related to public information initiatives of this type.
- 6.2 In the event the successful Bidder is not able to comply with all of the contractual obligations, the Water Division reserves the right to award the Bid to any of the other qualified Bidders.
- 6.3 The Warwick Water Division reserves the right to reject any and all Bids, or parts thereof, to waive any and all informalities if it is in the Water Division’s best interest to do so, and the right to disregard all nonconforming, non-responsive, or conditional Bids or portions thereof.
- 6.4 A Bid that includes for any item a Bid Price that is abnormally low or high may be rejected as unbalanced.
- 6.5 The Warwick Water Division reserves the right to reject the Bid of any Bidder that it considers to be unqualified relative to Article 2 above.
- 6.6 The Warwick Water Division may, in at their sole discretion, award any portion or portions of the selected successful Bidders Bid. Bidder shall accept the Purchase Order, as written, for all or portions determined as the lowest responsible Bidder by Warwick Water Division.

ARTICLE 7. SCOPE OF WORK:

7.1 GENERAL

This project involves providing all, labor, materials and services necessary for the development, design, and quality assurance, printing and mail presentation of the Warwick Water Division’s annual water quality Consumer Confidence Report. The finished report shall fulfill the Environmental Protection Agency (EPA) and Rhode Island Department of Health (DOH) requirements for informational content, delivery timeline and meet the final approval of the Water Division.

The Water Division anticipates production needs of approximately 27,000 copies. The contractor shall furnish all materials, labor, equipment, services and incidental expenses necessary and proper for completion of all phases of this project.

7.2 **SCOPE OF WORK**

7.2.1 The Contractor shall develop a Consumer Confidence Report Quality Assurance checklist from the information requirements contained in the State and Federal regulations.

7.2.2 The Contractor shall designate a responsible member of their organization whose duty shall be the project manager and point of contact for all work under this contract.

7.2.2.1 Meet with Water Division personnel to obtain any pertinent information or necessary instructions for development of the draft report.

7.2.2.2 Provide examples of other reports/brochures germane to this project for selection of a base format, quality, and presentation for the final report.

7.2.2.3 Consistently keep the Water Division informed of progress and timelines for completion. Provide written confirmation of mailing and distribution.

7.2.2.4 Review, edit and correct all draft copies.

7.2.2.5 Provide draft copies and final proof copy for review and comment prior to full scale printing and mailing.

7.2.2.5 Coordinate all activities and services in the completion of the work.

7.2.3 The contractor shall develop, design and layout the report including all required text, tables and artwork from the basic information and/or instructions provided by the Water Division.

7.2.3.1 Artwork for the brochure cover shall be pertinent to the Warwick Water Division mission. The contractor shall meet with the Division Chief to discuss artwork options. A minimum of three selections shall be provided for review and final selection.

7.2.3.1.1 The contractor shall be responsible to produce or obtain photographs of Warwick Water Division facilities.

7.2.3.1.2 The contractor shall be responsible to produce or obtain a graphic map depicting the overall Water Division service area.

7.2.3.1.3 The layout shall be creative, eye catching, colorful and attractively arranged. For bidding purposes a color scheme with a minimum of two (2) colors shall be used. The Warwick Water Division shall approve final color selection. Final cost shall be based on the actual number of colors used and in no case exceed the bid price in bid item 2.

7.2.3.2 Text shall be creative and contain:

7.2.3.2.1 Information as prescribed by State and Federal regulations.

7.2.3.2.2 Public information pertinent to the Warwick Water Division Mission, Commitment, Services, History, Water Quality, Operating Facilities and Capital Improvement Projects.

7.2.4 Quality control measures shall be implemented to proof the draft(s) and final print report.

Several proof reviews may be necessary to produce a final report meeting the approval of the Warwick Water Division. The contractor's quality assurance plan shall require review and approval from the Warwick Water Division at each stage or phase in the development process.

7.2.4.1 At a minimum the contractor's quality assurance review process shall examine the draft proof(s) and final copy for:

7.2.4.1.1 Any imperfections in layout, artwork, color, orientation or alignment.

7.2.4.1.1 Any typographical or grammatical errors, inconsistency in font or style, accuracy of informational content.

7.2.4.1.2 Proper preparation for mailing including folding, address location, permit number, tape tabs, zip codes.

7.2.4.2 Contractor must obtain approval from the Water Division prior to proceeding to the next phase or stage in the work process. The contractor is solely responsible for overall quality and accuracy of the finished report. The Warwick Water Division will not be responsible for any costs associated with errors or omissions in any phase in the production of the final report.

7.2.5 The contractor shall be responsible for all costs and responsibilities associated with every aspect of the bulk mailing preparation and delivery to the customers located within the City of Warwick water system.

7.2.5.1 The Warwick Water Division will provide the contractor with a mailing list, in electronic format, for a customer base mailing of approximately 27,000 customers.

7.2.5.2 The contractor shall deliver the final customer base mailing lot of consumer confidence reports to the U.S. Postal Service bulk rate distribution center. Reports shall be properly folded, addressed, sealed, sorted and must meet all bulk rate mailing requirements prescribed by the U.S. Postal Service.

7.2.6 Upon completion of the customer base mailing the contractor shall deliver all excess copies of the Consumer Confidence Report to the offices of the Water Division without cost.

7.2.6.1 Contractor shall provide to the Water Division, one electronic copy of the final report in either Microsoft Word or Microsoft Publisher format along with the shipment of the excess printed copies.

7.2.6.2 The Warwick Water Division retains possession of all originals including format, artwork, proofs and all production originals.

7.2.7 A copy of the 2018 Warwick Water Division Consumer Confidence Report can be viewed at the Water Department to provide a basic idea of the type of project. This report is not to be regarded as the specific example of the intended product. The contractor shall be creative in meeting the development, design and layout requirements of this bid.

7.2.8 Time of completion of this project shall be 45 days inclusive of all holidays and weekends from the date of award by the City Council.

7.2.8.1 Final photo proof shall be delivered within fifteen (15) business days.

7.2.8.2 Printing and mailing shall be accomplished within ten (10) business days or seven (7) days prior to July 1, 2020

ARTICLE 8. MATERIALS, WORKMANSHIP AND GUARANTEE:

8.1 The Contractor guarantees that the work and services to be performed under the Contract, and all workmanship and materials furnished or used, shall be free from defects, errors, flaws or imperfections, and shall be performed, and furnished in strict accordance with the Contract Documents, specifications, directions and instructions given. The Contractor shall promptly correct any discrepancy in noncompliant services or replacements of defective materials. This guarantee shall be fulfilled upon full acceptance of the completed project by the Warwick Water Division.

ARTICLE 9. QUANTITIES:

9.1 The quantities listed on the Bid form are estimated for bidding purposes only. No over-runs, under-runs or defective runs shall be considered for payment; only purchased order quantities shall be subject to payment. Warwick Water Division reserves the right to purchase additional materials over and above the estimated listed quantities and or less than the listed quantities on the Bid forms at the prices bid. All quantities shall be approved by the Warwick Water Division prior to printing and mailing of the final documents.

ARTICLE 10. PAYMENTS:

10.1 All work must meet the approval of the Warwick Water Division to be accepted for payments

under this contract. Payment shall be made within 45 days of the receipt of written evidence of completion of the work and evidence of contractor payment made to any subcontractors for any materials or services related to the work. In no case shall request for payments exceed the bid price or extension thereof. Payments shall be made on actual quantities delivered to the Warwick Water Division.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

(PRICING SHEET MAY NOT BE CONFIDENTIAL)

**CITY OF WARWICK
WATER DIVISION**

FOR PROFESSIONAL SERVICES RELATED TO
DESIGN PRINTING AND MAIL PREPARATION
OF
CONSUMER CONFIDENCE REPORTS

Item No.	Estimated Quantity	Size and Description	Total Lump Sum
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1) Lump sum All labor, materials and services necessary to produce the ready for printing, final photo proof Warwick Water Division Consumer Confidence Report in accordance with the Bid Specifications, Instructions and Directions given by the Warwick Water Division including all design, layout artwork and text.

Lump Sum Price \$ _____

Lump sum Price in Words _____

2) 27,000 Price to color print the, Warwick Water Division Consumer Confidence Report In accordance with the Bid Specifications, Instructions and Directions given by the Warwick Water Division and in accordance with Purchase Order Minimum 2 color to be used for bidding purposes.

Lump Sum Price \$ _____

Lump sum Price in Words _____

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

(PRICING SHEET MAY NOT BE CONFIDENTIAL)

Item No.	Estimated Quantity	Size and Description	Unit Price Bid	Total Lump Sum
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3)	27,000	Price per copy to fold, label, sort, and deliver to the U.S. Postal Service for bulk mailing of the Warwick Water Division Consumer Confidence Report In accordance with the Bid Specifications, Instructions and Directions given by the Warwick Water Division	\$ _____/each	\$ _____*
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Lump sum Price in Words _____

***This price should not include the cost of postage. Postage will be paid separately.**

Total Bid _____

Total Bid Price in Words _____

4)	27,000	Price increase per printed copy for each additional color selection requested in the final report beyond the two colors indicated in Bid item #2.	Each Color Per Printed Copy	\$ _____
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Unit Price Bid in Words _____

NOTE: Any company which intends to submit a bid for this project should view and inspect a copy of the prior year report at the Water Division office at 935 Sandy Lane, Warwick, RI 02889 or request a copy to be mailed if available.
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PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR PROPOSAL

(PRICING SHEET MAY NOT BE CONFIDENTIAL)

CITY OF WARWICK

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid2020-288 Design, Print, & Mail Consumer Confidence Report

I. PROPOSAL:

WHEREAS, the CITY OF WARWICK has duly asked for proposals for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the proposal price.

This offer will remain open and irrevocable until the CITY OF WARWICK has accepted this proposal or another proposal on the specifications or abandoned the project.

The bidder agrees that acceptance by the CITY OF WARWICK will transform the proposal into a contract. This proposal and contract will be secured by Bonds, if required by the specifications.

Pricing Summary

A.	Item #1 Labor/Materials/Services	\$ _____
B.	Item #2 Color Print	\$ _____
C.	Item #3 Copy/Fold/Label/Sort	\$ _____
D.	Item #4 Each Additional Color Added	\$ _____
E.	Total Lump Sum A-C	\$ _____