March 28, 2019

The Office Pal
PO Box 2
Lakewood, NJ 08701

RE: ITB-017-18/JR

Dear Sir/Madam:

On Wednesday, March 27, 2019, the Superintendent’s designee of Duval County Public Schools renewed the contract for Lexmark Cartridges (ITB-017-18/JR) with your company. This is your official notification of renewal. This is the first renewal option for the period of April 1, 2019 through March 31, 2020.

Purchase orders will be issued for these services as required for the contract period indicated above. If you have any questions about this contract, please contact James Robinson at 904-858-4837.

Thank you for your interest in Duval County Public Schools.

Terrence Wright, Director
DCPS Purchasing Services

cc James Robinson
Master Bid File
April 19, 2018

The Office Pal
PO Box 2
Lakewood, NJ 08701

RE: ITB-017-18/JR

Dear Sir/Madam:

On Thursday, April 19, 2018, the Superintendent designee of Duval County Public Schools approved the award of bid ITB-017-18/JR – Lexmark Cartridges. This is your official notification of bid award. This award is for the period of date of award through March 31, 2019.

Purchase orders will be issued for these items as needed during the bid period. If you have any questions regarding this bid, please contact James Robinson (904) 858-4837.

Thank you for your interest in Duval County Public Schools.

Terrence Wright, Director
DCPS Purchasing Services

Cc: James Robinson
    Master Bid folder
<table>
<thead>
<tr>
<th>Item</th>
<th>DCPS</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Price</th>
<th>Extension</th>
<th>5% ADDED TO EXTENSION PRICE</th>
<th>Price</th>
<th>Extension</th>
<th>5% ADDED TO EXTENSION PRICE</th>
<th>Price</th>
<th>Extension</th>
<th>5% ADDED TO EXTENSION PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<td>Cartridge, Lexmark, E330/E340, black High yield toner cartridge, 6K. Lexmark 34080HW NO SUBSTITUTION</td>
<td>100</td>
<td>EACH</td>
<td>$76.79</td>
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<td>$80.63</td>
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<td>$550,200.00</td>
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<tr>
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<td>8841</td>
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<td>200</td>
<td>EACH</td>
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<tr>
<td>Item</td>
<td>DCPS</td>
<td>Description</td>
<td>Qty</td>
<td>Unit</td>
<td>Price</td>
<td>Extension</td>
<td>Price</td>
<td>Extension</td>
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<td>% ADDED TO EXTENSION PRICE</td>
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<tr>
<td>1</td>
<td>8051</td>
<td>Cartridge, Lexmark, E330/340, black, High yield toner cartridge, Lexmark 34080HW NO SUBSTITUTION</td>
<td>100</td>
<td>EACH</td>
<td>$131.20</td>
<td>$13,120.00</td>
<td>$165.43</td>
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<td>EACH</td>
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<tr>
<td>4</td>
<td>8841</td>
<td>Cartridge Lexmark, 62D1H00, High yield return program toner cartridge, Cartridge for a Lexmark MX710DE NO SUBSTITUTION</td>
<td>200</td>
<td>EACH</td>
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<td>$307.11</td>
<td>$61,422.00</td>
<td>$322.47</td>
<td>$64,493.10</td>
<td>$159.99</td>
<td>$31,998.00</td>
<td>$196.00, $39,200.00, $205.80, $41,160.00</td>
</tr>
<tr>
<td><strong>TOTAL ITEMS 1 THRU 4</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$656,567.00</td>
<td>$603,088.00</td>
<td>$633,242.40</td>
<td>$331,133.00</td>
<td>$318,113.00</td>
<td>$348,680.00</td>
<td>$366,114.00</td>
<td><strong>$123,782.00, $124,728.00, $125,674.00, $126,620.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

Note: Reach Technologies bid substitute. No substitutes as specified.

Prepared by: Cammie Wise
Verified by: James Robinson
Date: 03/05/2018
Award =
ADDENDUM NO. 1
Information Only

www.duvalschools.org/purchasing

Issue Date: February 20, 2018
Phone: 904-858-4837

Buyer: James Robinson

Bid Number: ITB-017-18/JR

Bid Title: LEXMARK CARTRIDGES

Term of Bid: From Date of Award through March 31, 2019 with renewal options.

Opening: Thursday March 1, 2018 at 2:00 p.m. Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

Purpose: To answer questions in accordance with SC# 6.

Question: On your bid for Lexmark toners, can you tell me if this will be awarded to one or several vendors?

Answer: Bid will be awarded all or none to one vendor.

Question: Also, can I please get a copy of last year tab sheet on this bid?

Answer: See Attachment #1

Question: Can you please send me the recap & or tabulation from the last bid for Lexmark cartridges.

Answer: See Attachment #1
INVITATION TO BID

February 9, 2018

Buyer: James Robinson
Phone: 904-858-4837

Bid Number: ITB-017-18/JR
Bid Title: LEXMARK CARTRIDGES

Term of Bid: From Date of Award through March 31, 2019 with renewal options.
Opening: Thursday March 1, 2018 at 2:00 p.m. Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

Submit Bid To: DCPS Purchasing Services / 4880 Bulls Bay Highway / Jacksonville FL 32219-3235

Special Requirements:

BIDDER ACKNOWLEDGEMENT

This form must be completed, returned, and include an original manual signature for bid to be considered. By signing below, I attest that I have acquainted myself with the general conditions, special conditions and specifications of this bid, and agree to comply with them all. I certify that I am authorized to obligate on behalf of the bidder and that the address shown on this form is the company’s principal place of business.

Legal Name of Bidder: ________________________________
Mailing Address: ______________________________________
City, State, Zip Code: __________________________________
Telephone: ____________________ Toll Free: ______________ Fax: ______________
Email Address: __________________________ Internet URL: __________________________
Federal ID # or SS #: __________________________ Duns #: __________________________

If you are a certified minority, state certifying agency: ________________________________

Payments will be made in accordance with Florida Statute 218.

Form of Payment accepted: Credit Card _____ or ACH _____ (see Special Condition #20)

Initial Initial

Delivery can be made within ___________ calendar days after receipt of order.

Addenda _____ through _______ received. (if applicable)

Original Manual Signature of Authorized Representative: ________________________________
Printed/Typed Name of Authorized Representative: ________________________________
Title: ________________________________ Date: ________________________________
NOTICE TO BIDDERS

The State of Florida has amended Chapters 283.35 and 287.084, Florida Statutes effective July 1, 2012. These amendments require political subdivisions of the state (with the exception of counties or municipalities) to give local preference in making purchases of printing services or personal property through a competitive solicitation process. Therefore, bidders who indicate on the Bidder Acknowledgement Form that their principal place of business is outside of the State of Florida shall also complete and submit with their bid the enclosed Opinion of Out-Of-State Bidder's Attorney on Bidding Preferences. Failure of an out-of-state bidder to submit the completed form will render their bid non-responsive.

LOCAL PREFERENCE: When the lowest bid is submitted by a firm whose principal place of business is outside of the State of Florida, a minimum five percent (5%) preference shall be given to bids submitted by firms whose principal place of business is within the State of Florida. If the state or political subdivision within which the out-of-state firm has its principal place of business maintains a local preference, the preference given to bidders from the State of Florida shall be of an equal percentage.
OPINION OF OUT-OF-STATE BIDDER’S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for any Bidder who is Out-of-State as indicated on the Bidder Acknowledgement Form. Failure of an Out-of-State Bidder to submit this form will render their bid non-responsive.)

NOTICE: Section 287.084(2), Fla. Stat., provides that “a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.” See below and see also s. 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

_____ The bidder’s principal place of business is in the State of ________________ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The bidder’s principal place of business is in the State of ________________ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:
____________________________________________________________________________________

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

_____ The bidder’s principal place of business is in the political subdivision of ________________ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The bidder’s principal place of business is in the political subdivision of ________________ and the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:
____________________________________________________________________________________

Signature of out-of-state bidder’s attorney: ____________________________
Printed name of out-of-state bidder’s attorney: ____________________________
Address of out-of-state bidder’s attorney: ____________________________
Telephone Number of out-of-state bidder’s attorney: (_____) _____ - _________
Email address of out-of-state bidder’s attorney: ____________________________
Attorney’s states of bar admission: ___________________________________

IMPORTANT: Include with your bid the written legal opinion of the attorney licensed to practice law in the out-of-state jurisdiction, as required by s. 287.084(2), Fla. Stat. Such opinion should permit DCPS’s reliance on such attorney’s opinion for purposes of complying with s. 287.084(2), Fla. Stat.
GENERAL CONDITIONS

1. RESERVATIONS: Duval County Public Schools reserves the right to reject any or all bids or any part thereof and/or waive informalities if such action is deemed in the best interest of Duval County Public Schools.

Duval County Public Schools reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon Duval County Public School materials or products or workmanship which is, in the opinion of Duval County Public Schools, of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of Duval County Public Schools to damages for the breach of any covenants of the contract by the contractor. Duval County Public Schools also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, Duval County Public Schools reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, Duval County Public Schools reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of Duval County Public Schools thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID HE/SHE SHOULD CONTACT THE BUYER IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS/HER BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF PURCHASING.

3. TAXES: Duval County Public Schools is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No. 26-08-107288-57C.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. OR ACCEPTABLE SUBSTITUTION: Even though a particular manufacturer’s name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he/she is bidding, and shall supply a sample or sufficient data in detail to enable an informed comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph on SAMPLES. Catalog cuts and technical descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

6. DEVIATIONS FROM SPECIFICATIONS: In addition to the requirements of paragraph 5, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to Duval County Public Schools to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:
   a. Whenever the specifications indicate a product of a particular manufacture, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacture specified, together with all accessories, qualities, tolerances, composition, etc., enumerated in the detailed specifications.
   b. If no particular brand, model or make is specified, and if no data is required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable Duval County Public Schools to judge if each requirement of the specifications is being met.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by Duval County Public Schools until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Sample on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted.

Duval County Public Schools will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. Duval County Public Schools reserves the right to consume any or all samples for testing purposes. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All sample packages shall be marked “Sample for Purchasing Services” and each sample shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner. Failure to the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: The successful bidder on this bid must furnish a performance bond if indicated on the bid cover, made out to Duval County Public Schools, prepared on an approved form, as security for the faithful performance of his/her contract within ten days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders upon failure or refusal to furnish within ten days after his/her notification the required performance bond, shall pay to Duval County Public Schools as liquidated damages for each failure or refusal an amount in cash equal to the security deposited with his/her bid.

10. GUARANTEE: The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of Duval County Public Schools are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his/her expense, shall repair or adjust the equipment or parts to correct the condition, or he/she shall replace the part or entire unit to the complete satisfaction of Duval County Public Schools. These repairs, replacements or adjustments shall be made only at such times as will be designated by Duval County Public Schools as least detrimental to the operation of Duval County Public Schools business.

11. DISCOUNTS: all discounts to be included in bid price.

12. COLLUSION: the bidder, by affixing his/her signature to this proposal, agrees to the following: bidder certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same items; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

13. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder’s own risk and he/she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

14. All bid responses are to be submitted in typewritten form or submitted in ink. Responses received in pencil will not be accepted.

15. LOCAL PREFERENCE: When the lowest bid for printing services or for personal property is submitted by a firm whose principal place of business is outside of the State of Florida, a minimum five percent (5%) preference shall be given to bids submitted by firms whose principal place of business is within the State of Florida. If the state or political subdivision within which the out-of-state firm has its principal place of business maintains a local preference, the preference given to bidders from the State of Florida shall be of an equal percentage.
CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of Duval County Public Schools requiring the goods or services described in these specifications has a material financial interest in this company.

________________________________
Signature

________________________________
Company Name

________________________________
Name of Official (Type or print)

________________________________
Business Address

________________________________
City, State, Zip Code

SECTION II

I hereby certify that the following named Duval County Public Schools official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to bid opening.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title or Position</th>
<th>Date of Filing</th>
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<tbody>
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<td>_________________________</td>
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<td>__________________</td>
<td>________________</td>
</tr>
</tbody>
</table>

________________________________
Signature

________________________________
Company Name

________________________________
Print Name of Certifying Official

________________________________
Business Address

________________________________
City, State, Zip Code
SUBMISSION OF BIDS

Bids must be submitted prior to the time set for opening. Bids are to be delivered to Duval County Public Schools, Purchasing Services, 4880 Bulls Bay Highway, Jacksonville, Florida 32219. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder’s risk. For bids delivered in person, it is the responsibility of the deliverer to obtain a delivery receipt from the Purchasing Services staff person who has received the bid. Late bids are not considered and will be returned unopened. Official time for the purpose of bid opening, will be calibrated using http://www.timeanddate.com/worldclock/results.html?query=jacksonville.

******* NOTE *******

Bid documents shall be submitted in a sealed envelope clearly marked with the bid number as found on the Bidder Acknowledgement page, opening date and time. Failure to do so will result in your bid being returned unopened.

Faxed or e-mailed bids will not be accepted.

BID OPENING PROCEDURES

Bids will be opened publicly in the Conference Room at 2:00 p.m. Prices will be read upon the request of bidder(s) in attendance. Arrangements may be made to review bid documents at a later date.

AWARD RECOMMENDATION AND BID TABULATION

For Award Recommendation, refer to Special Condition titled “Posting of Bid Recommendation”. Bid Tabulation will be posted on the web after contract award has been made. www.duvalschools.org/purchasing or www.demandstar.com

Bid results or award recommendations will not be given by telephone.

POSTING OF BID TABULATIONS

Bid tabulations will be posted at Duval County Public Schools, Purchasing Services Department, Consolidated Services Center, 4880 Bulls Bay Highway, Jacksonville, FL 32219. Awarded vendors will receive an official Notification of Award letter after the Board has taken action.
DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

_________________________________________
VENDOR'S SIGNATURE/DATE

_________________________________________
COMPANY NAME
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ITB-017-18/JR

PR/Award or Project Name

Organization Name

Name

Title

Signature

Date

Lower Tier Debarment Certification (Computer generated facsimile, Version 2, 6/98)
1) Any actual or prospective bidder, proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Chief Officer, Operations Support, or designee (hereinafter “Hearing Officer”) immediately, but no later than two (2) working days after bid opening or after recommendation of award, if not to the apparent low bidder, or as set forth in paragraph 9 infra, which will initiate the 48-hour notice requirement. The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. on the 4th calendar day immediately following the bid opening or receipt of notice of intent to award recommendation as is appropriate. If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. the next Duval County School Board (DCSB) work day. Protests shall be presented with specificity, and every issue shall be fully documented.

2) The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.

3) The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

4) All bidders or offerors shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.

5) The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

6) The Hearing Officer shall issue his/her decision within five (5) working days of the completion of the protest hearing.

7) The Hearing Officer’s decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final.

8) The DCSB does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any bidder or offeror utilizing delivery by fax shall assume the risk associated with incomplete delivery or nonreceipt.

9) Any protest specification objection shall be generally treated as set forth in paragraph 1 supra. The operative date for the notice requirement shall be the date the specifications were obtained by the prospective bidder or offeror but no later than 10 days prior to the date of bid opening or proposal due date.
NO-BID FORM

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to (or fax it to 904-858-4868):

Duval County Public Schools
Purchasing Services
4880 Bulls Bay Highway
Jacksonville, Florida 32219

We are unable to submit a bid at this time due to the following reason(s):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Name of Firm: _____________________________________________________________
Signature and Title: __________________________________________________________
Street Address or P.O. Box: ___________________________________________________
City, State, Zip Code: _________________________________________________________

RETURN THIS FORM ONLY. DO NOT RETURN BID PACKAGE.
SPECIAL CONDITIONS

1. **PURPOSE:** Purpose of this bid is to establish firm prices and a source of supply for Lexmark Cartridges for the General Storeroom to be purchased by Duval County Public Schools (DCPS) for the period from date of award through March 31, 2019.

2. **RENEWAL:** Upon written mutual agreement between Contractor and Duval County Public Schools, contract may be renewed at anniversary date for two additional one year periods, subject to the same provisions, terms, conditions, specifications and prices as originally awarded.

3. **AWARD:** Will be by item or all-or-none group, as indicated on the Bid Proposal Form. All items within a group must be bid for an all-or-none award. Note that this is a source of supply bid; all items in a group will not necessarily be ordered at one time.

   **For purposes of evaluation, this form will be interpreted as follows:**
   
   **Unit price:** Unit price should be numeric. Unit prices left blank will be deemed "no bid", and a unit price of $0 will be deemed "included at no charge".
   
   **Item Bid:** Item bid should be the manufacturer & model # or name of product you will supply if awarded. If left blank or "as specified" is entered the item will be considered to have insufficient information to evaluate.
   
   **Failure to respond as requested may result in rejection of item(s) as non-responsive.**

4. **BID EVALUATION PROCESS:** Bids are initially reviewed for determination of compliance with submittal requirements as found in the bid instructions. Those bids that are non-compliant are removed from consideration and are not included on the bid tabulation. Examples of non-compliant bids are: bids that do not bear the signature of an individual authorized to obligate on behalf of the company; bids submitted with line items corrected by the use of correction fluid (only the corrected items are considered non-compliant); bids submitted with line items that are correct but not initialed by the originator (only the corrected items are considered non-compliant); any bid submitted that contains a material deviation from the bid submittal instructions.

   Tabulated bids are then evaluated on the basis of price. The lowest price bid will be evaluated to determine responsiveness. If the bid is responsive, it will be recommended for award. If the bid is not responsive, it will not be recommended for award and the next lowest price bid will be evaluated to determine responsiveness. This process will continue in succession until the lowest responsive bid is evaluated and is recommended for award. If the bid contains multiple items that are to be awarded independently, this process is completed for each item in the bid.

   **Tie bids are decided by tie breaking procedures outlined in purchasing policy.**

5. **PURCHASES:** Award does not constitute and order. Before any shipments can be made, the vendor must receive a School District Purchase Order, an internal account’s Purchase Order or a Procurement Card Authorization.

6. **POSTING OF BID RECOMMENDATION:** Recommendation for Award will be posted in Purchasing Services on or about **March 6th, 2018** and will remain posted for 72 consecutive hours. For exact date and time, please contact the buyer named below.

7. **QUESTIONS:** Any questions and/or request for additional information should be directed to James Robinson, in Purchasing Services, via email at robbinsonj12@duvalschools.org placing this bid number (ITB-017-18/JR) in the subject header. Deadline for questions shall be 2:00 p.m. EST on **February 19th, 2018**. Questions received after this date will not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda to all parties recorded by Purchasing Services as having received the Bid Documents. No verbal or written information obtained other than by information in this document or by written addendum to this bid will be binding on the District.
7. **EX PARTE COMMUNICATION:** Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with District personnel involved with or related to this ITB, other than as expressly designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the respondents’ bid.

Ex parte communication regarding this solicitation, whether verbal or written, by any potential respondent or representative of any potential respondent to this ITB with Board members is also prohibited and will result in the disqualification of the bidder.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective respondent are necessary for, and solely related to, the ordinal course of business concerning the DISTRICT’S existing contract(s) for the materials or services addressed in this ITB.

8. **LINE ITEM BIDS AND CORRECTIONS:** All prices submitted on the Bid Proposal Form shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only.

9. **UNITS OF MEASURE AND LOT SIZES:** The item unit of measure shall be as indicated on the Bid Proposal Form. If manufacturer’s standard packaging is different than the quantity listed, it shall be the vendor’s responsibility to convert the bid price to the requested unit of measure. Bids received for items that have not been converted to the requested units of measure shall be considered non-responsive. Additionally, bidders must indicate the units of measure they are able to supply.

10. **QUANTITIES:** The items listed in this solicitation will be ordered on an “AS NEEDED” basis by the Duval County School System. No firm statement of quantity, totally or individually, can be made. The column headed “ESTIMATED QUANTITY” is for information only and does not bind the Duval County School Board to make any purchases under items of this bid. Estimated quantities are based on prior bids’ usage.

11. **SPECIFICATION ERRORS:** In the event of a discrepancy between specifications and the make/model listed for an item or items, specifications shall take precedence for the purposes of the bid.

12. **DELIVERY:** F.O.B. Destination. Do not ship prior to receipt of purchase order. Delivery will be made within thirty (30) days from date of receipt of purchase order. The Buyer must approve all exceptions. When reasonable, exceptions will be granted. However, if it will cause an out-of-stock or emergency situation, DCPS will have the option to cancel that purchase order and procure the commodity elsewhere.

Failure to deliver in accordance with the above instructions may result in the bidder being disqualified from conducting business with Duval County Public Schools.

13. **NO SUBSTITUTE:** If an alternate is bid for an item specified as “No Substitute”, it will be considered non-responsive and ineligible for award. If an item is specified as “No Substitute” and that item has been discontinued by the manufacturer and a replacement item is not available, bidder shall include with their bid response a letter from the manufacturer stating same. A bidder may bid an item as an acceptable substitution for consideration. The bidder must state manufacturer and model number of item bid and include detailed specification sheets.

14. **DISCONTINUED ITEMS:** If during the contract period an item is discontinued by the manufacturer and the manufacturer offers a replacement, bidder must contact the buyer prior to any shipment of replacement items for approval.
15. **SPECIFICATIONS/DESCRIMENT LITERATURE**: Complete technical specifications, together with illustrative materials providing brand name and model number of the item, are requested to accompany bid. This request is for all items bid, including the specified models. Non-compliance with this condition may cause the item not to be considered for award. Each bidder is requested to submit one copy of full descriptive data for each item where bidding an alternate to the brand specified. The literature furnished must be identified to show the item in the bid to which it pertains.

16. **FAMILIARITY WITH LAWS**: The Bidder is required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him/her from responsibility for compliance with their requirements.

17. **JESSICA LUNSFORD ACT (when applicable)**: At their own expense, firms shall comply and be responsible for the costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005. The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Section 1012.32, F.S. Contractual personnel shall include any vendor, individual or entity under contract with the District. (Additional information is available at [www.duval.sofn.net](http://www.duval.sofn.net)) By submittal of a bid or proposal, each firm acknowledges and accepts this responsibility including all associated costs.

18. **FEDERAL FUNDS**: The bidder certifies by submission of their bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. When requested, the bidder/contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days.

19. **ASSIGNMENT OF CONTRACT AND/OR PAYMENT**: This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the contractor without prior written consent of DCPS.

   The contractor shall not assign payments under this contract or agreement without the prior written consent of DCPS.

20. **METHOD OF PAYMENT**: Payments to vendors may be made via credit card, ACH or check. If ACH or credit card payment is acceptable, initial the designated space(s) on the Bidder Acknowledgement under Form of Payment accepted. By doing so you are authorizing this form of payment on all future invoices whether or not they are related to this solicitation.

21. **PAYMENT TERMS**: Payments will be made in accordance with Florida Statutes 218.174, also known as the Local Government Prompt Payment Act.

22. **AVAILABILITY OF FUNDS**: The District’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the District’s Board and the availability of funds to pay for the goods and services in this Agreement. The District’s Board shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this Agreement. If such funds are not appropriated or available for this Agreement and this Agreement is terminated, such action will not constitute a default by the District. The Contractor will be provided reasonable notice if funds are not appropriated or available. Notwithstanding any such termination, the District shall remain obligated to pay for all purchase orders for products or services fulfilled by the Contractor prior to the termination notice.

23. **MOST FAVORED CUSTOMER STATUS**: The awarded vendor shall afford Duval County Public Schools most favored customer status for all items herein. Accordingly, if during the term of this contract, the contractor offers more favorable promotional or contract pricing to another entity for the same specification with similar quantities and conditions, the price under this contract shall be immediately reduced to the lower price. Additionally, if a current State of Florida contract contains
more favorable pricing for the same specification with similar quantities and conditions, the contractor will be afforded an opportunity to adjust its contract price to match that of the State of Florida contract. Should the contractor decline, DCPS reserves the right to purchase the item(s) from the State of Florida contract.

24. **AUDIT / RECORDS RETENTION:** DCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof.

The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to DCPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor’s office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for DCPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which DCPS may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

25. **DISQUALIFICATION OF BIDDER:** More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one bid/proposal for the same work will be cause for rejection of all bids/proposals in which such bidders are believed to be involved. Any or all bids/proposals will be rejected if there is reason to believe that collusion exists between bidders. Bids/proposals in which the prices obviously are unbalanced will be subject to rejection. Bids submitted that include contingencies that must be met by the District in order for the bidder to accept a contract will be cause for rejection.

26. **PUBLIC ENTITY CRIMES AFFIDAVIT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

27. **UNILATERAL CANCELLATION OF CONTRACTS:** Any agreement resulting from this Invitation to Bid may be unilaterally canceled by Duval County Public Schools for refusal of contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with the agreement.

28. **CANCELLATION:** The Director of Purchasing may, upon reasonable written notice, cancel in whole or in part any Contract/Purchase Order(s) resulting from this Invitation when such action is in the best interest of Duval County Public Schools. If Contract/Purchase Order(s) is so canceled, Duval County Public Schools shall be liable only for payment for services rendered prior to the effective date of cancellation. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.
29. **FORCE MAJEURE**: Whenever a vendor's place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Director of Purchasing Services, in writing, as to the extent of this disruption and its probable effect upon this contract. If, in the opinion of DCPS, the disruption presented is commensurate with the conditions established herein, DCPS may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders in accordance with Special Condition 28. The vendor will be given written notification of all decisions made. While the decision of DCPS shall be final, the goal will be a solution that is mutually beneficial.

30. **PURCHASES BY OTHER PUBLIC ENTITIES**: Purchases by other political subdivisions or public entities under any contract resulting from this solicitation are permissible upon the consent and agreement of the awarded vendor(s).

31. **TRANSITION ASSISTANCE**: In the event the resulting agreement is terminated, not renewed or naturally expires, the Contracted Firm agrees that the District may provide written notice to the Contracted Firm retaining the Contracted Firm for a month-to-month basis on the same terms and conditions set forth in the agreement. Such month-to-month services shall continue until the District has established a replacement Lexmark Cartridges bid. In any event, these services will not be required to continue for a period of time exceeding six (6) months.

32. **PUBLIC RECORD**: Pursuant to Florida Statutes Chapter 119, paragraph (m), bids received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first.
For purposes of evaluation, this form will be interpreted as follows:

**Unit price:** Unit price should be numeric. Unit prices left blank will be deemed "no bid", and a unit price of $0 will be deemed "included at no charge".

**Item Bid:** Item bid should be the manufacturer or model# of product you will supply if awarded. If left blank or "as specified" is entered the item will be considered to have insufficient information to evaluate.

**Award:** Will be all-or-none, as indicated on the Bid Proposal Form. All items within a group must be bid for an all-or-none award. Note that this is a source of supply bid; all items in a group will not necessarily be ordered at one time.

Failure to respond as requested may result in rejection of item(s) as non-responsive.

### ITEMS 1 THRU 4 AWARDED ALL-OR-NONE

<table>
<thead>
<tr>
<th>Item</th>
<th>Est. Qty.</th>
<th>(DCPS#) Description</th>
<th>Item Bid</th>
<th>Unit Price</th>
<th>Extended Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>100</td>
<td>(8051) Cartridge, Lexmark, E330/E340, black High yield toner cartridge, 6K Lexmark 34080HW.</td>
<td>$________</td>
<td>$____________</td>
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<td>Each</td>
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<td>Per each</td>
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<td><strong>NO SUBSTITUTIONS</strong></td>
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<td>Minimum order 25 each.</td>
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<td>2.</td>
<td>400</td>
<td>(8191) Cartridge, Lexmark E450DN, Black High yield return program toner cartridge Lexmark E450H80G.</td>
<td>$________</td>
<td>$____________</td>
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<td></td>
<td>Each</td>
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<td><strong>NO SUBSTITUTIONS</strong></td>
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<td>Minimum order 100 each.</td>
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<td>3.</td>
<td>2,100</td>
<td>(8401) Cartridge, Lexmark E460 DN, Black High yield return program toner cartridge Lexmark E460X80G</td>
<td>$________</td>
<td>$____________</td>
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<td></td>
<td>Each</td>
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<td>Per each</td>
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<td></td>
<td><strong>NO SUBSTITUTIONS</strong></td>
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<td></td>
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<td>Minimum order 350 each.</td>
<td></td>
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<tr>
<td>Item</td>
<td>Est. Qty.</td>
<td>(DCPS#) Description</td>
<td>Item Bid</td>
<td>Unit Price</td>
<td>Extended Total</td>
</tr>
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<tr>
<td>4.</td>
<td>200 Each</td>
<td>(8841) Cartridge, Lexmark, 62D1H00, High yield return program toner cartridge. Cartridge for a Lexmark MX710DE</td>
<td>$________</td>
<td>$_________</td>
<td></td>
</tr>
</tbody>
</table>

**NO SUBSTITUTIONS**

Minimum order 50 each.

**TOTAL ITEMS 1 THRU 4**

$__________