



# REPORT

**DATE ISSUED:** November 18, 2005 **ITEM 109**  
**REPORT NO:** HCR05-104  
For the Agenda of December 2, 2005  
**SUBJECT:** Award of Office Supplies Contract

## SUMMARY

**Issue:** Should the Housing Commission approve the award of a contract to OFFICE MAX for office supplies for Housing Commission agency wide use?

**Recommendation:** Approve the award of contract for an amount not to exceed \$125,000 to OFFICE MAX, for the period of one-year with four additional one-year options, and authorize the President & Chief Executive Officer to execute the contract (Attachment 1).

**Fiscal Impact:** Funding for this contract is allocated as follows:

Certificate No.	06-068
Amount:	\$125,000
Revenue Source:	Various
Division:	Operations
Line Item:	Office Supplies

**Equal Opportunity Statement:** OFFICE MAX is not certified as a Disadvantaged, Women Owned or Disabled Veteran Business Enterprise. A Certificate of Compliance and a Workforce Analysis has been provided and shows that this vendor is in compliance with the San Diego Housing Commission Equal Opportunity Program. Information on the Workforce Analysis (Attachment 2) indicates that fifty-five percent (55%) of the company's workforce is disadvantaged.

**Environmental Review:** This action is categorically exempt from the provisions of CEQA pursuant to State CEQA Article 19 Guidelines Section 15301 (existing facilities). It is also categorically excluded from the provisions of NEPA under the provisions of 24 Code of Federal Regulations 58.35(b).

## BACKGROUND

The Housing Commission (SDHC) provides most of the office supplies that employees use in the performance of their jobs. As such, the SDHC has a continuing need for office supplies.

## DISCUSSION

On September 30, 2005, a Request for Proposals was issued for this service. Proposal advertisements were placed in the *San Diego Union Tribune*, the *San Diego Daily Transcript*, *La Prensa* and the *Voice and Viewpoint*.

During the response period, a total of twelve (12) vendors were contacted and directed to the SDHC web site for Invitation To Bid.

At the closing on October 21, 2005, proposals were received from OFFICE DEPOT, OFFICE MAX and TECHNICAL INTEGRATION GROUP. On November 7, 2005, the Proposal Evaluation Committee met to rank the proposals based on the following criteria: Cost (70%), Scope of Services (15%), Experience (10%), and References (5%).

<b>Bidder</b>	<b>Responsive Bidder</b>	<b>DBE</b>	<b>Total Score</b>
Office Depot	Yes	No	88.81
Office Max	Yes	No	93.55
TIG	Yes	Yes	92.24

Staff analysis indicates that OFFICE MAX has provided the most advantageous response at the lowest cost and is capable of performing this service.

Respectfully submitted,

Ed Mauk  
Director of Financial Services

**Signature on File  
With Original Document**

Approved by,

Elizabeth C. Morris  
President & Chief Executive Officer

J.D. Driscoll, 578-7571

Attachment: 1- Contract  
2- Workforce Analysis

**SAN DIEGO HOUSING COMMISSION**

**AGREEMENT FOR**

**WITH**

**OFFICE MAX**

Contract No.

THIS AGREEMENT, entered into this 1<sup>st</sup> day of March, 2006,

between the Commission:

**SAN DIEGO HOUSING COMMISSION**  
1625 Newton Avenue  
San Diego, California 92113  
(619) 231-9400

and the Contractor:

**OFFICE MAX**  
7300 CHAPMAN  
GARDEN GROVE, CA 92841

**101. DESCRIPTION OF WORK**

Contractor shall provide office supplies to the Commission as generally described in the specifications/scope of services attached hereto.

**102. CONTRACT ATTACHMENTS**

The above services shall be performed in accordance with the following listed documents which are attached hereto and made a part hereof:

1. General Provisions, Contract Attachment No. 1
2. Specifications/Scope of Service, Contract Attachment No. 2
3. Compensation Schedule, Contract Attachment No. 3
4. Certificate of Compliance, Contract Attachment No. 4

### 103. TIME OF PERFORMANCE

All services required pursuant to this Agreement shall commence effective March 1, 2006 through February 28, 2007. The San Diego Housing Commission, in its sole discretion, may extend this contract for four (4) additional one year periods. The original term of this Agreement may be extended on the same terms and conditions of this Agreement for an additional period of not to exceed ninety (90) days, by a written notice from the President and CEO of the Commission to the Contractor, served before the expiration of the original term of the Agreement. This ninety (90) day extension provision is in addition to options set forth above.

### 104. COMPENSATION

#### a. Rates

For services performed under this Agreement, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 2, "Compensation Schedule", attached hereto and made a part hereof.

#### b. Maximum Compensation

The total compensation for all services performed pursuant to this Agreement shall not exceed the sum of One Hundred Twenty Five Thousand Dollars (\$125,000.00). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 (Specifications) may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission.

Further, the SDHC may cancel the Agreement, without cause, by written notice to the Contractor at any time during the term of the Agreement, or any extension thereto, in the event that the SDHC and/or the Housing Authority of the City of San Diego fails to appropriate funds for the rendition of services set forth in this Agreement. This right to cancel is in addition to the rights of the Commission to terminate the Agreement as set forth in Section 214 of this Agreement. If this Agreement is terminated, the Commission shall be liable only for payment under the payment provisions of this purchase order for goods supplied before the effective date of termination.

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contractor at the addresses given above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR:

Office Max

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

Christensen Schwerdtfeger & Spath LLP

By: \_\_\_\_\_

Walter Spath

## CONTRACT ATTACHMENT NO. 1

### 200. GENERAL PROVISIONS

#### 201. Status of Contractor

This contract calls for the performance of the services of the consultant as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

#### 202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file, or for other purposes as may be authorized in writing by the Commission.

#### 203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Contract (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this contract or at any time thereafter except as authorized by the Commission.

#### 204. Conflict of Interest

(a) For the duration of this Contract, the Contractor will not act as a consultant or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.

(b) A conflict occurs when circumstances, known to the Contractor, place the Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Commission in the event that such a conflict occurs.

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the

interests of either. Should no agreement regarding modification be reached, Commission may terminate its contract with Contractor.

(d) When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Contractor for Commission. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with Commission for the benefit of any other client.

(e) Contractor agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Contractor to comply fully with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.

(f) This Agreement may be unilaterally and immediately terminated by the Commission if Contractor employs an individual who, within twelve months immediately preceding such employment, in their capacity as a Commission employee, participated in negotiations with or otherwise had an influence on the selection of the Contractor.

#### 205. Contractor's Liability

(a) The Contractor shall be responsible for all injuries to persons and for all damages to real or personal property of the Commission or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder.

(b) Contractor shall indemnify and hold harmless the Commission, the Housing Authority of the City of San Diego, the City of San Diego, and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorney's fees), damages, expenses and causes of action:

- 1) for damages to real or personal property, or personal injury to any third party resulting from the negligence of Contractor, its employees or its agents; or
- 2) for any breach of any obligations, duties or covenants of Contractor under this Contract or transactions related to it.

#### 206. Insurance

Contractor shall not commence work until Contractor has obtained, at its sole cost and

expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor agrees to the following:

(a) Contractor shall provide public liability and property damage insurance in the minimum amount of \$1,000,000 for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the

Commission, Contractor, its Subcontractors and its authorized representatives, arising out of or in connection with the Contractor's performance of work under this Agreement.

(b) Contractor shall purchase and maintain in full force and effect worker's compensation insurance for contractors, subcontractors, employees and agents in form and amount acceptable to the Commission during the full term of this Contract.

(c) Contractor shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit for bodily injury and property damage of no less than \$500,000 per occurrence.

(d) All insurance required to be purchased and maintained by the Contractor shall name the Housing Commission, the Housing Authority and the City of San Diego as additional insured and shall contain cross-liability endorsements.

(e) The Contractor shall furnish to the Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least 30 days prior written notice will be given to the Commission in the event of cancellation, reduction or non-renewal of the insurance.

#### 207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

#### 208. Equal Opportunity Programs

During the performance of this Contract, the Contractor agrees as follows:

(a) Contractor shall comply with all applicable local, state and federal Equal Opportunity Programs, as well as any other applicable local, state and federal law. Each month, the contractor will report to the project manager, payments made to all vendors by month, contract

to date and percentage of overall contract value.

(b) Contractor and each Subcontractor, if any, shall fully comply with and shall submit a Report of San Diego County Workforce Report and Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State law and regulations hereinafter enacted.

(c) Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, gender, disability or national origin. Contractor shall ensure that applicants for employment and employees are treated equally without regard to their race, color, religion, ancestry, gender, disability or national origin.

(d) If any under representation is found after submission of contractor's workforce report, the Commission may request an equal employment opportunity plan (EEO). An acceptable plan to correct the identified underrepresented categories must be submitted within 30 days. Once the EEO has been approved by the Commission, the contractor must adhere to said plan. In the case of multi-year contracts, the contractor will be required to submit annual workforce reports and EEO updates as requested.

(e) In the event this Agreement is for an amount in excess of \$10,000, Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

(f) Contractor understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in penalties provided for in State and Federal law. In addition, the Contractor may, at the election of the Commission, be barred from participating in Commission projects for not less than one (1) year.

#### 209. Cost Records

In accordance with generally accepted accounting principles, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

#### 210. Subcontracting

(a) No services covered by this Contract shall be subcontracted without the prior written consent of the Commission.

(b) In order to obtain consent, Contractor shall submit a list of all potential

subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

(c) The Contractor shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

211. Assign ability

(a) The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Commission.

(b) Claims for money due or to become due to the Contractor from the Commission under this Contract may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

212. Changes

The Commission may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon, by and between the Commission and the Contractor, shall be incorporated into this Contract.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission or the City of San Diego, shall comply with the provisions of Government Code Section 7550; to wit,

“(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of such contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the Contract, the disclosure section may also contain a statement indicating that the total contract amount

represents compensation for multiple documents or written reports.”

214. Termination

This Contract may be terminated by the Commission on thirty (30) days’ written notice to the contractor, the effective date of cancellation being the 30th day of said written notice with no further action required by either party.

215. Attorneys’ Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Contract, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys’ fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

216. Entire Agreement

Contract represents the sole and entire agreement between the Commission and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Contract, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of both the Commission and Contractor.

217. Partial Invalidity

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Law of State of California

This Contract and its performance and all suits and special proceedings under this Contract shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this contract, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise There from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof. Any violation of this section shall result in unilateral and immediate termination of this contract by the Commission.

221. Drug-free Workplace

Contractor shall certify to the Commission that it will provide a drug-free workplace and do each of the following:

1. Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.
2. Establish a drug-free awareness program to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace.
  - (b) The Contractor's policy of maintaining a drug-free workplace.
  - (c) Any available drug counseling, rehabilitation and employee assistance programs.
  - (d) The penalties that may be imposed upon employees for drug abuse violations.
3. Post the statement required by subdivision 1 in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Plan of Operation

The Contractor shall submit to the Contracting Officer a complete plan of operations. The Contractor is responsible for notifying the Contracting Officer of any changes to the plan of operations.

223. Labor Provisions

It is the responsibility of the Contractor to be fully aware of and comply with every requirement under Federal and State law pertaining to labor provisions.

224. Extension of Contract Term

(a) Provided, that the contractor is not in default under the terms of this Agreement, the Chief Executive Officer of the Housing Commission, may extend the terms of the Agreement for a period, not to exceed ninety (90) days, on the same payment schedule, terms and conditions, in effect on the date that the Agreement would otherwise have terminated, including the option period, if any. The option to extend the Agreement shall be at the Commission's discretion only, and may not be excised by the Contractor,

(b) The Agreement may not be extended for an aggregate period of more than ninety (90) days, but may be exercised in multiple "Notices of Extension", of not less than seven (7) days in duration, for each such notice. The Agreement may be extended by the Commission by delivery of a Notice of Extension in writing to the contractor and that the stated terms and conditions of the Agreement shall be adhered to by the Contractor and the Commission during the term of the extension.

(c) Nothing contained herein, however, shall require the Commission to exercise any option to extend the Agreement. During the extension of the Agreement, the Contractor shall provide the Commission with additional certificates of insurance, if necessary, covering the term(s) of the extension.

(d) Notice of Extension may be served by the Commission upon the contractor not earlier than sixty (60) days before the original termination date of the Agreement and not later than eighty-three (83) days after the original termination date of the Agreement. Nothing contained herein shall be construed as granting the contractor a right to compel the Chief Executive Officer of the Housing Commission to exercise the option to extend the Agreement.

(e) The SDHC and Housing Authority of the City of San Diego hereby delegate the authority to the Chief Executive Officer of the SDHC to pay compensation to Contractor, during the option period, on a prorated basis, for any extension period, based upon the contract rate in effect on the date of the exercise of the extension.

(f) All contracts which are approved by the SDHC and/or Authority and include options for renewal may be renewed by the Chief Executive Officer or his/her designee at the previously stated terms for renewal. The Chief Executive Officer's authority to execute the option for renewal includes authorization to execute the required documents, identify appropriate funding source and authorize payment of funds for the continuation of services identified in the Scope of Services.

225. Statement of Economic Interest Disclosure Form (for consulting services only)

Contractor shall file a completed and executed Statement of Economic Interest Disclosure Form (Form 700), a copy of which is attached to this Agreement as Attachment No. 5, at the following times:

- (a) Upon execution of contract;
- (b) Annually on or before April 1 of each year;
- (c) Within 30 days after completion of the contract.

Said form will be filed within ten (10) days of written notice from the Commission to the Contractor.

226. Conflict between Agreement and Attachments

To the extent that the provisions of the Agreement and the Attachments and Schedules conflict, the following order of construction shall apply:

- (a) To the extent that the Agreement and any Attachments or Schedules conflict, the terms and conditions of the Agreement shall prevail; and,
- (b) To the extent that any Contract Attachment and any Schedule conflicts, the Contract Attachment shall prevail.

227. Section 3 Contract Clauses

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

228. HUD Program-Specific Audit Requirement

24 CFR 45-1 require that nonprofit institutions with combined receipts of Federal financial assistance and outstanding Federal direct, guaranteed or insured loan balances totaling \$300,000 or more a year shall have an audit conducted in accordance with the requirement of OMB Circular A-133 or a program specific financial audit, depending on the amount of funds received and the number of programs. Nonprofit institutions having only outstanding Hud direct, guaranteed or insured loans that were made guaranteed or insured prior to the effective date of the part, are required to conduct audits in accordance with Hud program specific audit requirements.

229. Lobbying Provisions

Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during and after the term of the agreement, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) Contractor will require that the above stated language be included in the award documents for all sub awards at all tiers, including subcontracts, sub grants, loans, contracts, and cooperative agreements concerning the subject matter of this Agreement; and
- (4) Further, Contractor and all sub recipients, at all times, shall certify compliance with the provisions of 31 USC 1352 and any and all

terms and conditions of the Byrd Anti-Lobbying Amendment, as amended from time to time.

230. Remedies. In the event of any violation or breach of this Agreement by Contractor, the Commission shall be entitled to any and all remedies available at law or in equity.

231. No Kick-Backs. Contractor shall comply with the Copeland ``Anti-Kickback'' Act (18 U.S.C. §874) as supplemented in Department of Labor regulations (29 CFR part 3).

232. Notice of Regulations and Requirements Pertaining to Reporting. Contractor's performance under this Agreement is subject to State and Federal regulations. Contractor hereby agrees to comply with all applicable requirements pertaining to reports or documentation required under the terms of this purchase order, if any.

233. Patents and Copyrights. The Commission hereby reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for government purposes any patents and/or copyrights in any work developed under this purchase order and/or rights in data developed under this Agreement.

234. Access to and Retention of Records. Contractor hereby grants access to the United States Department of Housing and Urban Development, the Comptroller General of the United States, the City of San Diego, the Housing Authority, the City of San Diego, the Commission, or any of their duly authorized representatives, to any books, documents, papers and records of Contractor which are directly pertinent to this specific Agreement for the purposes of audits, examinations, excerpts and transcriptions. Contractor agrees to retain any such records and documents for three (3) years from the date of final payment under this Agreement.

235. Clean Air Act. In the event this Agreement is in excess of \$100,000, Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. §1857(h)), section 508 of the Clean Water Act (33 U.S.C. §1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).  
Energy Policy and Conservation Act. Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the California energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**CONTRACT ATTACHMENT NO. 2**  
**SPECIFICATIONS/SCOPE OF SERVICES**

Office Supplies  
Scope of Services

1. Products

- A. Items considered “On Contract” by this agreement are those listed in the Attached “Statement of Frequently Procured Items.”
- B. The COMMISSION reserves the right to place orders for non-contract items (items not listed on the “Statement of Frequently Procured Items”) with the firm offering the best price at the time of purchase.

2. Delivery

- A. Delivery time of items specified at forty-eight (48) hours for “On Contract” items or two (2) weeks for back order or non-stock items. The COMMISSION does not maintain an office supply room on its premises; therefore, all items ordered from the CONTRACTOR will be on an as needed basis.

3. Packing and Shipping

- A. CONTRACTOR shall pack the Goods to prevent damage and deterioration. Unless this contract specifies otherwise, the price includes shipping charges for Goods sold FOB destination. The COMMISSION may charge CONTRACTOR for damage to or deterioration of any Goods resulting from improper packing or packaging.
- B. Unless this contract specifies otherwise, CONTRACTOR will ship the Goods in accordance with the following instructions:
  - (i) Shipments by CONTRACTOR or its subcontractors must include packing sheets containing The COMMISSION contract number, line item number, description and quantity of Goods shipped, part number or size, if applicable, and appropriate evidence of inspections. Items shipped on the same day will be consolidated on one bill of lading or air bill unless the Contracting Officer authorizes otherwise. The shipping documents will describe the material according to the applicable classification. The total number of shipping containers will be referenced on all shipping documents.
  - (ii) The COMMISSION will select the carrier and mode of transportation for all shipments where freight costs will be charged to the COMMISSION.
  - (iii) CONTRACTOR will include copies of documentation supporting prepaid freight charges (e.g., carrier invoices or UPS shipping log/manifest), if any, with its invoices.

- (iv) If CONTRACTOR is unable to comply with the shipping instructions in this contract, CONTRACTOR will contact The COMMISSION Contracting Officer.

C. Orders shall be placed by electronic computer system, or as a last resort, by phone or facsimile requests by authorized COMMISSION employees.

- 4. The above mentioned computer system, (i.e. web based application), must be able to track information by user. The COMMISSION is divided into several departments, one or all of these departments will have authorized “users” to order supplies on an as needed basis. Invoicing must state specifically which user and their respective department for each order placed on the system.
- 5. Places of delivery. The COMMISSION has several Area Offices throughout San Diego County, during each transaction; the “place of delivery” will be designated in the order, as one of the locations listed on Attachment I.
- 6. An account representative and a “back up” shall be assigned to the COMMISSION account and available to accept orders from the COMMISSION during regular business hours.
- 7. The COMMISSION places “special orders” for non-contract items with the firm offering the best price at the time of purchase. Bidders are requested to submit a catalog of current office products and a list of catalogue “net pricing” that will be available to the COMMISSION upon award of the contract.
- 8. discounts may be offered on individual invoices for prompt payment. Should a discount for prompt payment not be offered by offeror, payment terms will be Net 30.
- 9. All orders made by the COMMISSION will be F.O.B. Destination, and acceptance point destination; unless changed by purchase order amendment.
- 10. Warranty

(a) *Definitions.* As used in this clause—

“Acceptance” means the act of an authorized representative of the COMMISSION by which the COMMISSION assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

“Supplies” means the end items furnished by the CONTRACTOR and related services required under this contract. The word does not include “data.”

(b) *CONTRACTOR obligations.*

- (1) Notwithstanding inspection and acceptance by the COMMISSION of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the

CONTRACTOR warrants that for ninety days (90) after date of delivery to the COMMISSION:

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the CONTRACTOR. However, the CONTRACTOR's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the CONTRACTOR's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the COMMISSION.

(1) The Contracting Officer shall give written notice to the CONTRACTOR of any breach of warranties in paragraph (b)(1) of this clause within thirty days (30) after discovery of the defect.

(2) Within a reasonable time after the notice, the Contracting Officer may either—

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) Return the supplies grouped for warranty action under this clause to the CONTRACTOR (irrespective of the F.O.B. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the CONTRACTOR the cost occasioned to the COMMISSION thereby if the CONTRACTOR—

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the COMMISSION, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the CONTRACTOR fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the CONTRACTOR's account in a reasonable manner. The COMMISSION is entitled to reimbursement from the CONTRACTOR, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the COMMISSION provided in this clause are in addition to and do not limit any rights afforded to the COMMISSION by any other clause of this contract.

Indicate Approval by Initials Below:

Housing Commission \_\_\_\_\_

Contractor \_\_\_\_\_

General Counsel \_\_\_\_\_

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**CONTRACT ATTACHMENT NO. 2  
COMPENSATION SCHEDULE**

Compensation Schedule (Frequently purchased items bid sheet) shall read as attached hereto and made a part hereof and catalog items identified on individual purchase orders shall be charged at the price set forth in the catalog.

Indicate Approval by Initials Below:

Housing Commission \_\_\_\_\_

Contractor \_\_\_\_\_

General Counsel \_\_\_\_\_

Item Description	Manufacturer Code	UOM	Unit Price	OfficeMax Product Code	Comments
ACCESSORY ERAS KIT	PM22-95	EA	\$ 9.85	B3AK10	
APPT WKLY W/T/A 4 8X8 BLK	G210 00 05	EA	\$ 4.64	B1G20000	
BADGE LANYARD 10/PK BLUE	68993	TP	\$ 2.74	A568993	
BANDAGES SHEER 3/4X3 100/BX	4634	BX	\$ 3.40	W340600	
BASE CALENDAR PLAS 3.5X6 BLK	E17-00	EA	\$ 3.09	K30M97424	
BATTERY AAA ENERGIZER 24/BX	E92IC24	BX	\$ 5.25	L9ALAAA	We sell by pack of 8
BATTERY ENERGIZER AA 8/PK	E91BP8-EB	P8	\$ 1.67	L9ALAA	
BATTERY ENERGIZER MAX AA 24PK	E91SF-24	PK	\$ 11.75	L9MN1500 L9MN1500B4	
BATTERY LITHIUM AA 4/PACK	L91BP-4	P4	\$ 2.44	Z	
BATTERY SIZE AA ALKALINE 24BOX	EN91	BX	\$ 1.67	L9ALAA	
BINDER OVERLAY CLEAR 1.5" BLK	W362-34B	EA	\$ 1.88	L20M97135	
BOOK PHONE MESSAGE 2PK	SC1154-2D	EA	\$ 2.04	P3OM97302	We sell by the each
CAL D/W 22X17 AY BLK	SK2416 00 05	EA	\$ 5.48	B4SK2416-00	
CALC INKROLL PR-42 2-PACK	NR42-2	OP	\$ 1.50	S2NR-42	We sell by the each
CALCULATOR 1197P PRINTING	EL1197PIII	EA	\$ 42.50	M1EL-1197PIII	
CALCULATOR PRINTING P23DHV	9492A001AA	EA	\$ 17.19	M19492A001	
CARTRIDGE HP LASERJET 4300	Q1339A	EA	\$ 164.47	S1Q1339A	
CARTRIDGE HP LJ 4250/4350	Q5942A	EA	\$ 129.18	S1Q5942A	
CARTRIDGE HP LJ C7115X ULTRA	C7115X	EA	\$ 61.66	S1C7115X	
CARTRIDGE INK BLK 51629A	51629A#140	EA	\$ 23.99	S151629A	

CARTRIDGE INK BLK 51645A	51645A#140	EA	\$ 24.50	S151645A
CARTRIDGE INK CYAN C4841A	C4841A	EA	\$ 26.26	S1C4841A
CARTRIDGE INK DJ 2000 YELLOW	C4842A	EA	\$ 26.26	S1C4842A
CARTRIDGE INK DSKJET 2000 MAG	C4843A	EA	\$ 26.26	S1C4843A
CARTRIDGE INK HP #56 BLACK	C6656AN#140	EA	\$ 16.03	S1C6656AN
CARTRIDGE INK HP#57 TRI-COLOR	C6657AN#140	EA	\$ 26.66	S1C6657AN
CARTRIDGE INK PHOTO HP #58	C6658AN#140	EA	\$ 19.77	S1C6658AN#140
CARTRIDGE LASERJET 4600 BLACK	C9720A	EA	\$ 128.61	S1C9720A
CARTRIDGE LASERJET 4600 CYAN	C9721A	EA	\$ 174.00	S1C9721A
CARTRIDGE LASERJET 4600 YELLOW	C9722A	EA	\$ 174.00	S1C9722A
CARTRIDGE LASERJET HPQ5942A	Q5942A	EA	\$ 119.66	S1Q5942A
CARTRIDGE LSRJET 4600 MAGENTA	C9723A	EA	\$ 174.00	S1C9723A
CARTRIDGE PRINT C7115A HP	C7115A	EA	\$ 48.94	S1C7115A
CARTRIDGE PRINT SMRT C8061X HP	C8061X	EA	\$ 99.43	S1C8061X
CARTRIDGE REMAN HP C8061X	OD61X	EA	\$ 70.53	S1OM98889
CASSETTE AUDIO UR120 MAX 4/PK	108045	P4	\$ 4.58	M6108010
CLEANER DESK&OFFICE 15OZ	573	EA	\$ 2.57	W3573
CLIP BINDER LARGE 12/BX	99100	BX	\$ 1.04	H40M97414
CLIP BINDER MED 1.25IN 12/PK	825190	PK	\$ 0.38	H40M97008
CLIP BINDER MINI 1/4IN 12BOX	99010	BX	\$ 0.17	H40M97423
CLIP BINDER SMALL 12/BX	99020	BX	\$ 0.17	H40M97413
CLIP PAPER #1 REG SMOOTH 10PK	10001	TP	\$ 1.09	H40M99149
CLIP PAPER JUMBO SMOOTH 10PK	10004	TP	\$ 3.00	H40M99147
CUP FOAM 8OZ 204CT	RS9204OD	PK	\$ 0.41	A78J8
CUP PAPER HOT 8OZ	2338DX	PK	\$ 2.72	A74338AC
CUP PENCIL EXPRESSIONS MAHOG	23380	EA	\$ 3.81	K323380
DESKPAD MO DDL 22X17 BLK	SK24BD 00	EA	\$ 2.06	B1SK24-00
DISPENSER TAPE COR LP BLUE	80043	EA	\$ 1.13	A9OM97786
DISPENSER TAPE DSKTOP 3/4" BLK	C38-BK	EA	\$ 1.26	A80M97107
DIVIDER INDEX 10TAB W/POCKETS	AVE11147	EA	\$ 2.38	L311147
DOCUMENT FRAME 8.5X11 3PK	1083763	P3	\$ 6.38	K111880
DUSTER AIR 10 OZ 2PK	QPL0195	OP	\$ 6.51	S6OM96092
DUSTER CLEANING AIR OD	1001	EA	\$ 3.74	S6OM96091
ENVEL CLSP 32# 1CBX 61/2X	CO763	BX	\$ 4.94	P2OM97223
ENVELOPE CLASP 10X15 100BX	CO998	BX	\$ 7.72	P2CO998
ENVELOPE CLSP 10X15" HVYDTY	CO798	BX	\$ 7.86	P2OM97228
ERASER MAGIC RUB BLOCK SHAPE	73201	DZ	\$ 4.09	N673201
EYEGLASS LENS CLOTH 100/PK	BAL8574GM	PK	\$ 6.20	W38574GM
FAN OSC SPACE SAVER W/REMOTE	2115	EA	\$ 75.39	M5BT45RC-UC
FASTENER SELF-ADH 2IN 1C/BX	99858	BX	\$ 2.09	H499858
FAX PLAIN PAPER PPF1270E	PPF1270E	EA	\$ 81.77	M3PPF1270E
FAX&COPIER PLN PPR KX-FHD351	KX-FHD351	EA	\$ 87.76	M3KX-FHD351
FILE STORAGE LTR LGL ECONO	12772EA	EA	\$ 1.90	P5OM97207

FLUID CORRECTION MULTIPURP WHT	909119	EA	\$ 0.44	A91276
FOLDER CLASS LGL 2/5 2-DIV GRN	C502-5A-2D-GN	EA	\$ 1.60	F1S61901
FOLDER CLSIFICATN LGL 2DIV RED	C502-5A-2DEA	EA	\$ 1.60	F1S61901
FOLDER FILE LEGAL 1/3 CUT	810846	BX	\$ 6.15	F10M97184
FOLDER FILE LGL 1/3 CUT MAN	153C	BX	\$ 5.90	F1153C
FOLDER FILE LTR 1/3 CUT MANILA	153L	BX	\$ 4.96	F1153L
FOLDER HANGING LGL 1/3 CUT	810945	BX	\$ 5.54	F50M97189
FOLDER PSBD LGL 2DIV W/FAS GRN	16046	EA	\$ 1.49	F103602
FOLDER PSBD RECY 6PRT/2CTR SBE	15026	EA	\$ 1.39	F102604
FORK JR PLST MED WT 100BX WHT	FM200D	HU	\$ 3.65	A7FM20
GLUE ELMERS 8OZ WHITE	E379NR	EA	\$ 0.75	A1E379NR
GUIDE OUT LGL 1/5 CTR MAN 25BX	9OUT4	BX	\$ 5.34	F29OUT4
HEATER UTILITY HOLMES	PUH680-U	EA	\$ 39.79	M5PUH680-U
HIGHLIGHTER 4009 YELLOW	64326	DZ	\$ 1.50	N264326
HOLDER CARD BUS EXPRESS MAHOG	23330	EA	\$ 3.03	K323330
INDEX 11X8.5 1-31TAB MULTICLR	RI21331	ST	\$ 2.78	L3OM96175
INDEX 5 TAB CLEAR	14566	ST	\$ 0.43	L3CI2135C
INK STAMP PAD 2OZ RED	21447	EA	\$ 1.11	R221447
KC SOAP DISPENSER BLACK	91180	EA	\$ 5.57	W391180
KIT MARKER DRY-ERASE EXPO 2	80675	EA	\$ 5.75	N223504
KLEENEX FACIAL TISSUE BUNDLE	21005	P5	\$ 3.68	W547410
LABEL LSR ADDR WHT 3000CT	5160	BX	\$ 5.48	A50M99053
LEAD 7MM MED BLK 12-TUBES	50HB-D24	DZ	\$ 7.83	N4OM97040
MARKER CHISEL SHARPIE BLACK	38201	DZ	\$ 1.64	N20M97551
MARKER DRY ERASE BLACK	83001	DZ	\$ 6.32	N20M97544
MARKER PERM OD DOZ BLK	85202	DZ	\$ 4.50	N20M97468
MAT DRY PROTRAK 3X5 CHARCOAL	LM-CL35	EA	\$ 21.00	E9NR0035GY
NOTE CANARY YELLOW 3X3 12PACK	654YW-12	DZ	\$ 2.69	A20M97801
NOTE HIGHLAND 3X3 12/PK ASST	6549A	PK	\$ 2.91	A26549A
NOTE PSTIT W/DISP 3X3 12PK YEL	PRO100-VP	PK	\$ 8.46	A2PRO100-VP
PAD DESK CVR SHT 19X24 BLACK	RTP-026787	EA	\$ 11.71	K1LT-41
PAD FINGER SUREGRP #11.5 AMBER	54035	BX	\$ 0.58	A90M97429
PAD NOTE HIGHLAND 1.5X2 YEL 12	6539YW	PK	\$ 1.09	A20M99213
PAD NOTE HIGHLAND 3"X3" 12PK Y	6549YW	DZ	\$ 2.69	A26549-YW
PAD NTE 3"X3" 12PK YEL	654YW-12	DZ	\$ 2.78	A20M97801
PAD NTE HIGHLAND 3"X5" 12PK Y	6559YW	PK	\$ 0.35	A26559-YW
PAD NTE POST 1.5"X2" 12PK YEL	653YW	PK	\$ 1.04	A20M99213
PAD PERF 8.5X11 OD LGL RLD 12P	99401	DZ	\$ 6.25	P30M97316

PAD STAMP #1 FMRUB BLK	21381	EA	\$ 0.71	R221381
PAD STENO 6X9 PITMAN GRN RLD	8023	DZ	\$ 11.05	P3OM97325
PAPER ADD 2.25X130 12PK WHITE	997003	PK	\$ 3.82	P4OM97630
PAPER ADD ROLL 2.25X124 WHT	997362RL	RL	\$ 0.30	P40M97630
PAPER COPIER 20# LTR BLU 500SH	3R11050	RM	\$ 3.10	P1MP2201BE
PAPER COPY 14" 84BR	MaxBrite	CA	\$ 32.56	P1OM98043
PAPER COPY 8.5X11 BOND	MaxBrite	CA	\$ 24.42	P1OM98029
PAPER COPY 8.5X11 GRD 5M/CT	3R11055	RM	\$ 3.10	P1MP2201GD
PAPER COPY 8.5X11 YEL 5M/CT	3R11053	RM	\$ 3.10	P1MP2201CY
PAPER FLR 11X8.5 CR 150CT	43158-24	PK	\$ 0.64	P3OM98020
PAPER HP PREMIUM GLOS 50S	C3836A	PK	\$ 32.92	P1C3836A
PAPER LGL 20# RECY MULTI	86704CA	CA	\$ 35.58	P1054904
PAPER LTR 20# RECY MULTI	86700	CA	\$ 26.74	P1054901
PAPER PREM PHOTO 50SHT PK	C6979A	PK	\$ 17.05	P1C6979A
PEN BALL PT MEDIUM STICK BLK	33311	DZ	\$ 0.68	N10M97179
PEN BALL PT MEDIUM STICK BLUE	33111	BX	\$ 0.68	N10M97175
PEN GRP COMFORTMT MED BLUE	64101	DZ	\$ 5.87	N1VCG11BE
PEN ROLLERBALL JIMNIE DOZ BLU	44120	DZ	\$ 7.13	N10M97549
PEN ROUNDSTIC BIC MED BLACK	GSM11BLK	DZ	\$ 0.59	N10M97179
PEN ROUNDSTIC BIC MED BLUE	GSM11BLU	DZ	\$ 0.59	N10M97175
PEN UNIBALL MICRO ONYX DZ BLUE	60041	DZ	\$ 3.14	N1RF11BE
PEN UNI-GEL GRIP MEDIUM BLACK	65450	DZ	\$ 7.77	N1OM97548
PEN UNI-GEL GRIP MEDIUM BLUE	65451	DZ	\$ 7.77	N1OM97549
PEN WEDGY SCABBARD STYLE BLUE	2584512B04	EA	\$ 2.28	N1258-4512B-04
PENCIL #2 OD 72/BX	12102	BX	\$ 2.51	N5OM97010
PENCIL AUTO FORTE .5MM BLACK	A55A	EA	\$ 0.84	N4A55A
PENCIL MECHANICAL 12/PK CLR	RTP-024673	DZ	\$ 6.44	N466057
PIN PUSH 100BX CLEAR	92707	BX	\$ 0.52	H4PP-BC
PIN PUSH AST 100/BX	92610	BX	\$ 0.48	H4PP-BA
PLNR WM EXEC 6 7/8X8 3/4 BLK	G545 00 05	EA	\$ 18.79	B170-545-05
PORTFOLIO POCKET W/FAST 10PK	57776	PK	\$ 4.29	L247988
PORTFOLIO POCKET W/FAST WHT	ESS57774	PK	\$ 4.29	L247991
POST-IT FLAG ASTD CLR 4/PK	684ARR3	PK	\$ 1.80	A2684-ARR3
POST-IT FLAG BRIGHT ASTD 4/PK	684-ARR4	PK	\$ 1.79	A2684-ARR4
POST-IT FLAGS SM ASTD COLORS	683-4AB CLIP	PK	\$ 1.88	A220202
PRINT CARTRIDGE FAX PC201	PC201	EA	\$ 9.08	S50M98911
PROTECT SHT OD HVY NGL 50/BOX	WOD58205	BX	\$ 6.21	L2OM97124
Q1 PEN BALL PT FINE BP-SF BL	35011	DZ	\$ 4.50	N1BK90A
REFILL 1-FITS-ALL MED 2PK	S04/2	OP	\$ 0.64	N1SO42

REFILL FLM IMAGING KX-FA93 BLK	KX-FA93	EA	\$ 7.79	S50M98919
REFILL GEL RT FN 2PK BLUE	PIL77241	OP	\$ 0.95	N177241
REFILL LEAD 5MM MED. 12/TB	C505HB-D24	DZ	\$ 0.37	N4C505-HB
REFILL PEN G-2 FN 2/PK BLACK	77240	OP	\$ 0.89	N177240
REFL DAY ORIG 4 1/4X6 3/4 ASTD	26496	EA	\$ 10.99	B326496
REFL DAY ORIG 5 1/2X8 1/2 ASTD	26500	EA	\$ 12.11	B326500
	E7175005/SP717D500			
REFL DSKCAL DLY 3 1/2 X6	5	EA	\$ 1.03	B1E717-50
REFL ONEPGPERDAY 5 1/2X8 1/2	26515	EA	\$ 13.31	B326515
RIBBON CARTRIDGE F/UJ500	UX15CR	EA	\$ 7.36	S50M98924
ROLLER INK CASIO IR-40 BLACK	NR-40	EA	\$ 1.51	S2NR-40
RUBBERBAND PCG #117B 7" 1#	21405	BX	\$ 0.93	A60M97345
RUBBERBAND SIZE 33 1LB	20335	BX	\$ 0.93	A60M97350
SANITIZER HAND KIM CARE 8OZ	93060	EA	\$ 2.55	W393060
SCANNER HP 3970	Q3191A#A2L	EA	\$ 83.71	Q8Q3191A#A2L
SCISSORS STRT 8" 2/PK BLK	2911	OP	\$ 1.20	H30M97679
SOAP HAND ANTI-BACT 800ML	91298	EA	\$ 1.63	W5126017
SPRAY GLADE COUNTRY GARDEN	94780	EA	\$ 2.86	W394780
STAMP ECON DATER #1.5	10068	EA	\$ 1.58	R1012730
STAMP XPL NO5-131 3/16"X2-3/8"	1XPN05	EA	\$ 11.33	R1N05
STAND PHONE/PLNNR MESH EXP BLK	NF2045	EA	\$ 5.68	K322151
STAPLE 1/4" 15-25SHT 5000BX	10900	BX	\$ 0.38	H10M97011
STAPLER ELECTRIC PORTABLE	48200	EA	\$ 19.92	H10M97436
STAPLER FULLSTRIP ACCO 747 BRG	74782	EA	\$ 1.96	H10M97553
TAB FILE HGNG 3.5IN 25/PK CLR	345926	PK	\$ 0.54	F50M97199
TAG KEY ROUND 1.25" 50/PK	11025	PK	\$ 2.91	A511025
TANK INK BCI-3EBK BLACK	4479A249	EA	\$ 9.94	S14479A003
TAPE ACITAPE .75X1296" OD 10PK	OD420	TP	\$ 6.81	A80M97814
TAPE CORRECTION BIC 1PK	WOTAPP11	EA	\$ 1.12	A90M97786
TAPE CORRECTION MONO RETRO 4PK	68679	PK	\$ 2.14	A90M97787
TAPE MENDING HLD 3/4X1000 8PK	6200-8PK-3/4	PK	\$ 3.77	A862003/4X1000
TAPE OD ACITAPE .5"X1500" 10PK	OD421	PK	\$ 0.53	A80M97813
TARGUS USB MINI HUB 4-PORT	PA055U	EA	\$ 17.86	S9PA055U
TONER 13A	Q2613A	EA	\$ 56.79	S1Q2613A
TONER HP C4127A ULTRA PRECISE	C4127A	EA	\$ 50.00	S1GB27A
TONER HP C4127A ULTRA PRECISE	C4127A	EA	\$ 79.92	S1C4127A
TONER LJ 2100 SERIES 96A	C4096A	EA	\$ 80.59	S1C4096A
TONER MFC8300 TN460 HI YIELD	TN460	EA	\$ 40.40	S10M98869
TONER Q2670A HP F/CLJ3500 BLK	Q2670A	EA	\$ 121.27	S1Q2670A
TONER Q2671A HP F/CLJ3500 CYAN	Q2671A	EA	\$ 115.37	S1Q2671A
TONER Q2672A HP CLJ3500 YELLOW	Q2672A	EA	\$ 115.37	S1Q2672A
TONER Q2673A HP F/CLJ3500.MAG	Q2673A	EA	\$ 115.37	S1Q2673A
TONER ULTRA PRECISE 27X	C4127X	EA	\$ 61.98	S10M98883
TOWELETTE WASH-N-DRI 20- COUNT	22236	BX	\$ 1.73	W322236

WALCAL PLN-O-MO 15.5X22.75 SLF	PM6 28 05	EA	\$ 6.10	B1PM6-28
WALCAL PLN-O-MO 20X30 SLFCVR	PM42805	EA	\$ 7.75	B1PM4-28
WALL CAL PLN-O-MO 8X11 SLFCVR	PM12805	EA	\$ 3.27	B1PM1-28
WALLCAL PLN-O-MO 15 1/2X22 3/4	PM32805	EA	\$ 6.04	B1PM3-28
WALPLNR HORZ ERAS 36X24 SLFCVR	PM200 28 05	EA	\$ 9.43	B1PM200-28

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EQUAL OPPORTUNITY PROGRAM FOR CONTRACTORS DOING BUSINESS WITH  
THE SAN DIEGO HOUSING COMMISSION

The City of San Diego, The San Diego Housing Commission and Housing Authority are committed to an Equal Opportunity Program pursuant to applicable Federal and State laws and regulations, which provides Equal Opportunity in all activities of the State and its agencies, including the employment of individuals and firms which contract with the San Diego Housing Commission.

**CERTIFICATE OF COMPLIANCE**

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(Name of Firm)

As an authorized official for the above named firm, I hereby certify by the signature affixed to this document that said firm will comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act and any other applicable Federal and State laws and regulations hereinafter enacted.

Further, I am submitting a current Report of San Diego County Workforce and if requested, an acceptable Equal Employment Opportunity Plan which addresses the corrective actions that will be taken by this firm to eliminate any discriminatory outreach or hiring practices, if they exist, and to introduce outreach and hiring practices to maximize employment opportunities for all qualified individuals.

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Name of Authorized Official

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Title

---

Signature of Authorized Official

---

Date

DRAFT

Company Name

Payroll Ending Date

**SAN DIEGO HOUSING COMMISSION  
REPORT OF SAN DIEGO COUNTY WORKFORCE**

Occupational Category	Total Number of Employees		Caucasian Not Hispanic		African American Not Hispanic		Hispanic All Races		Asian/Pacific Islander Not Hispanic		Native American Not Hispanic		Filipino		Handicapped		Total Minority	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Executive, Administrative and Managerial	15	10	11	10			2		2									
Professional Specialty	0	6		4				1		1								
Technicians and Related Support																		
Sales	24	44	20	36	2	2	2	5		1								
Administrative Support	13	44	8	29	1	6	3	3	1	6								
Services																		
Precision Production, Craft and Repair																		
Machine Operators, Assemblers and Inspector																		
Transportation and Material Moving	219	18	52	7	19	4	114	4	31	3	3							
Handlers, Equipment Cleaners, Helpers and Laborers																		
TOTALS	271	122	91	86	22	12	121	13	34	11	3							

\*See pages that follow for Occupational Category List