

ORDER FOR SUPPLIES OR SERVICES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 07/09/2010	2. CONTRACT NO. (if any) CPSC-B-09-0005	6. SHIP TO: a. NAME OF CONSIGNEE CONSUMER PRODUCT SAFETY COMMISSION	
3. ORDER NO. 0005	4. REQUISITION/REFERENCE NO.	b. STREET ADDRESS OFFICE OF THE SECRETARY 4330 EASTWEST HIGHWAY ROOM 502	

Office Secretary

5. ISSUING OFFICE (Address correspondence to) CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814		c. CITY BETHESDA	d. STATE MD	e. ZIP CODE 20814
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7. TO: a. NAME OF CONTRACTOR METRO STAFFING RESOURCES	f. SHIP VIA
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b. COMPANY NAME	<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 6418 GROVEDALE DRIVE SUITE 202	REFERENCE YOUR:	
d. CITY ALEXANDRIA	e. STATE VA	
f. ZIP CODE 22310	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE CONSUMER PRODUCT SAFETY COMMISSION
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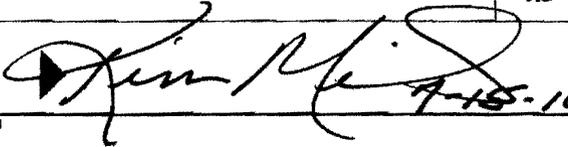
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS		

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS Net 30
a. INSPECTION Destination	b. ACCEPTANCE Destination			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS-07F-5866P DUNS Number: [REDACTED] This is Call Number 0005 against the Blanket Purchase Agreement (BPA) CPSC-B-09-0005, to provide two (2) Paralegal Assistants level III for a period Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME CONSUMER PRODUCT SAFETY COMMISSION			\$201,593.60
b. STREET ADDRESS (or P.O. Box) DIVISION OF FINANCIAL SERVICES 4330 EAST WEST HWY ROOM 522			17(i) GRAND TOTAL
c. CITY BETHESDA	d. STATE MD	e. ZIP CODE 20814	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Kim Miles TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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DATE OF ORDER 07/09/2010	CONTRACT NO. CPSC-B-09-0005	ORDER NO. 0005
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	of one (1) year as indicated below and in accordance with the attached terms and conditions and the GSA Schedule. Ordering Off.: RJOHNSON Accounting Info: 0100A10DCC 2010 9994100000 EXITAS 2400-252Z0					
0001	Paralegal Services Level III (LaWanna Harrod) for the performance period beginning 19 July 2010 through 18 July 2011.	2080	HR	48.46	100,796.80	
0002	Paralegal Services Level III (Linda Bona) for the performance period August 02, 2010 through August 01, 2011	2080	HR	48.46	100,796.80	
	The total amount of award: \$201,593.60. The obligation for this award is shown in box 17(i).					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$201,593.60	

TERMS AND CONDITIONS
CPSC-B-09-0005/Call 0005

1. DESCRIPTION OF SERVICES: The contractor shall provide two (2) Level III paralegal assistant to provide support services to assist the Consumer Product Safety Commission, Office of the Executive Director, Office of Information and Technology Services, Division of Information Management, Bethesda, Maryland.

2. TYPE OF CALL: This call is based on firm-fixed price fully loaded hourly rate for the hours indicated schedule of services and supplies.

3. PLACE OF PERFORMANCE: The Office of the Executive Director, Office of Information and Technology Services, Division of Information Management, 4330 East West Highway, 7th Floor, Room 821, Bethesda, Maryland, 20814. Monday through Friday during the hours of 7:30 am - 4:00 pm. Point of contact will be Ms. Alberta Mills (see paragraph 8).

4. STATEMENT OF WORK: The paralegal would be assisting various personnel regarding the processing of all FOIA communications to ensure: (a) the fullest and speediest possible disclosure of records to the public, consistent with the statutory rights of individuals to privacy, the statutory rights of persons, manufacturers and other firms for protection of trade secrets and other confidential information as required by the FOIA and CPSA, the need for the CPSC to conduct regulatory and enforcement of investigations without premature disclosure of pertinent information including attorney work-product and advice and preliminary staff records revealing the basis for the investigation; and (b) consistent determination of payment of fees for documents provided to the public under the FOIA.

Interprets, clarifies, as necessary, and responds to FOIA requests for all agency records including product-related injury information, compliance/investigative files, engineering files, tests and samples, regulatory records, personnel records and Commission briefing papers. The materials frequently involve sensitive issues and materials restricted from the public view, e.g., active enforcement proceedings, unwarranted invasions of personal privacy, intra-agency attorney advice, confidential business information.

Examines and analyzes responsive documents for any sensitive and potentially sensitive information which should be protected from disclosure by the FOIA and the CPSA. In processing compliance/investigative files and other documents, restructures files into a coherent package that is understandable to both the agency and the manufacturers reviewing officials, requester, FOI Officer and General Counsel and the Commission, if necessary. In satisfying the requirements of the CPSA the Paralegal Specialist determines which materials must be processed, then writes to product manufacturers, private labelers or importers to provide them with an opportunity to submit claims or comments and justification that certain information is proprietary and exempt from public disclosure by CPSA sections 6(a) or 6(b) and that the information is inaccurate, unfair, or does not effectuate the acts that the Commission administers according to CPSA section 6(b). Evaluates claims submitted by manufacturers and makes determinations as to validity of firms' claims made pursuant to section 6(a) (2) of the CPSA.

Where decision is made to release all or portions of claimed records, composes "Reverse Letter" to firms citing legal reasons why confidentiality claims are overruled. Only with the unusual and extraordinary 6(a)(2) claims and for most 6(b) claims, makes a preliminary determination, consults with the FOI Officer or General Counsel staff for a recommendation for a final determination. Excises records for exempt information. Prepares the files for storage in locked files ensuring the safeguarding of the exempt or restricted portions.

In processing FOIA requests where documents or portions of documents will not be disclosed, incumbent must maintain complete and concise records including documentation of dates and conversations pertaining to the nondisclosure of the information. This documentation is used as legal evidence should the denial of information result in an appeal review by the Commission and in subsequent litigation.

As required by the FOIA and Commission's regulations, composes prompt, detailed responses to FOIA requesters, providing the requester with a description of any requested documents for which an FOIA Exemption is claimed, legally citing and explaining the application of the Exemption which prohibit disclosure and informing the requester of his/her proper appeal rights. Responds to FOIA requests under own signature, unless the FOIA responses involve denials or fee charges or waivers.

5. PERIOD OF PERFORMANCE: This order shall be effective for one (1) year as indicated in CLIN (s) 0001 & 0002 and shall be completed no later than August 01, 2011. The contractor will be compensated for hours worked (not including a ½ hour lunch break).

6. CONTRACTOR PERSONNEL:

a. The Contractor shall be responsible for satisfactory standards of employee competency, conduct and integrity. The contractor's employees must be presentable in appearance (i.e. clean, un-torn appropriate attire and exercise good personal hygiene). The contractor shall be responsible for taking disciplinary actions including suspension and termination with respect to contractor employees as may be necessary. At all times while on CPSC's premises, the contractor shall comply with all rules and regulations governing the conduct of personnel on Government Property.

b. CPSC reserves the right to have the contractor remove any of its employees, for any reason including failure to comply with any terms of this call or observed failure to provide satisfactory service to the Government.

7. GOVERNMENT FURNISHED MATERIALS

a. CPSC will provide the contractor with on-site working space and will furnish desk space, personal computer, and telephone to contractor personnel. The contractor must comply with all agency PIV requirements addressed elsewhere in order to obtain access to CPSC facilities and systems.

CPSC is responsible for initial and appropriate setup of the infrastructure, including hardware procurement, operating system installation and verification, software installation and

- configuration, fully configured client machines with network connectivity, and other necessary connectivity as needed.

8. LC PROJECT OFFICER DESIGNATION

a. The following individual has been designated at the Government's Project Officer for this contract:

Name: Albert Mills.
Division: Office of the Executive Director
Office of Information and Technology Services,
Division of Information Management,
Telephone: (301) 504-7479
Email: amills@cpsc.gov

b. The CPSC Project Officer is responsible for:

(1) Monitoring the Contractor's technical progress, including surveillance and assessment of performance, and notifying the Contracting Officer within one week if deliverables (including reports) are not received on schedule in accordance with the prescribed delivery schedule.

(2) Performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during performance; and

(3) Inspection and acceptance of all items required by the contract.

c. The Project Officer is not authorized to and shall not:

(1) Make changes in scope of work, contract schedules, and/or specifications to meet changes and requirements,

(2) Direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and

(3) Take any action that commits the Government or could lead to a claim against the Government.

9. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period. To assure compliance with the Act, vouchers and/or invoices shall be submitted on any acceptable invoice form which meets the criteria listed below. Examples of government vouchers that may be used are the Public Vouchers for Purchase and

Services Other Than Personal, SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice shall include:

1. The name and address of the business concern (and separate remittance address, if applicable).
2. Taxpayer Identification Number (TIN).
3. Invoice date (use of invoice number in addition to invoice date is prudent but not required).
4. The contract or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods or services.
5. Description, price and quantity of goods or services actually delivered or rendered.
6. Shipping cost terms (if applicable).
7. Payment terms.
8. ACH Vendor Information which includes: the Financial Institution, routing transit number, and depositor account number. In addition please specify whether account is a checking account or savings account.
9. Other substantiating documentation or information as specified in the contract or purchase order.
10. Name (where practicable), title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

10. ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
Bethesda, MD 20814

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor.

11. PAYMENT

Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in "Billing Instructions," except as follows:

- When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments. Inquiries regarding payment should be directed to the Accounting Officer at (301) 504-7203 or 301-504-7130 or at the following address:

Accounting Officer
Div. of Financial Services, Room 522
U.S. Consumer Product Safety Commission
Bethesda, MD 20814

Complaints related to the late payment of an invoice should be directed to Deborah Peebles Hodge, Director, and Division of Financial Services at the same address (above).

INSPECTION & ACCEPTANCE PERIOD

The Commission at the destination point within three (3) working days after the date of receipt shall inspect all materials/services. The CPSC contact person will transmit disapproval, if appropriate.

ALL OTHER INFORMATION RELATING TO THE BLANKET PURCHASE AGREEMENT AND/OR CALLS SHALL BE DIRECTED TO:

Contact: Ms. Rudi M Johnson (301)504-7028

12. LC 11 BACKGROUND SECURITY CHECKS PERFORMED BY CPSC

- a. All Contractor employees proposed and/or presently in service under this contract and any new Contractor employees to be utilized for performance of this contract may be subjected to a National Agency Check and Inquiry (NACI). These background checks will be performed at Government expense.
- b. The Contractor shall, upon request of the Commission, provide whatever information is necessary about each employee to facilitate the performance of this check. This information shall be provided at the expense of the Contractor.
- c. If a background check on employees is deemed to be necessary on employees, it will be performed as soon as practicable prior to their performance or after they enter into service.
- d. Background checks will be updated as determined to be necessary by CPSC.
- e. By execution of this contract, the Contractor certifies none of the employees working under this contract have been convicted of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.

f. The Government reserves the right to remove from service any Contractor employee for any of the following:

(1) Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude, such as a conviction of larceny within the last five (5) years.

(2) Falsification of information entered on security screening forms or other documents submitted to the Government.

(3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct is directly related to the contract.

(4) Any behavior judged to pose a threat to personnel or property.

g. Failure by the contractor to comply with the terms of this clause may result in termination of the contract.