

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1. DATE OF ORDER 05/26/2010	2. CONTRACT NO. (If any) CPSC-B-99-5050	6. SHIP TO: a. NAME OF CONSIGNEE CONSUMER PRODUCT SAFETY COMMISSION
3. ORDER NO. 0017	4. REQUISITION/REFERENCE NO. REQ-2400-10-0106	

Official of Security

5. ISSUING OFFICE (Address correspondence to) CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA MD 20814		b. STREET ADDRESS OFFICE OF INFORMATION SERVICES 4330 EASTWEST HIGHWAY ROOM 706	
c. CITY BETHESDA	d. STATE MD	e. ZIP CODE 20814	

7. TO CONWELL AKERS	f. SHIP VIA
a. NAME OF CONTRACTOR SOURCE STAFFING INC	8. TYPE OF ORDER

b. COMPANY NAME	<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 1010 WAYNE AVE SUITE 560	REFERENCE YOUR:	
d. CITY SILVER SPRING	e. STATE MD	f. ZIP CODE 20910

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.

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.

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 checked="" 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/I L. NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10 Days After Award	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)
	This is BPA Call Number 0017 against the Blanket Purchase Agreement CPSC-B-99-5050 to provide Laborer Services for the performance period June 18, 2010 through December 17, 2010, in accordance with the BPA, the attached terms and conditons and 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			\$30,801.48
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) <i>Rudi M. Johnson</i>	23. NAME (Typed) Rudi M. Johnson TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

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

DATE OF ORDER
05/26/2010

CONTRACT NO
CPSC-B-99-5050

ORDER NO
0017

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>the GSA Schedule. Ordering Off.: rjohnson Accounting Info:</p> <p>The contractor shall provide the following services listed below:</p> <p>Laborer Services for the Sample Storage Facilities</p> <p>The total amount of award: \$30,801.48. The obligation for this award is shown in box 17(i).</p>	1002	HR	30.74	30,801.48	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$30,801.48

TERMS AND CONDITIONS
CPSC-B-99-5050/Call 0017

1. DESCRIPTION OF SERVICES: The contractor shall provide laborer support services to assist the Consumer Product Safety Commission, Sample Storage Facilities, 10901 Darnestown Road, Gaithersburg, Maryland from the hours of 7:30 am until 4:00 pm Monday through Friday. A twenty-four (24) hour notice will be given for time and number of staff required on Saturday and Sunday. A separate call will be placed if these services are required.

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

3. STATEMENT OF WORK: The Laborer shall assist the Warehouse Specialist in maintaining the Warehouse and sample room in an order and safe manner. To include the following:

a) Unloads, stores, shelves, items of property, equipment, supplies, etc. associated with the Administrative Warehousing Program. Assembles items into groups based on information shown on receiving vouchers, and, as required, segregates materials according to such factors as condition, type of transaction, or property class and routes along appropriate processing lines. Selects proper storage locations for items.

b) Tags items on pallets and in bin, bulk, or other storage locations, stacks, palletizes, marks, and tags items being stored in the Warehouse according to their use, size, shape, quantity, and possibility of contamination to or from other items. Must be aware of the heights, widths, and weights at which items may be stacked on pallets, in bin and bulk locations to prevent tipping, crushing or other damage.

c) Moves items stored in the Warehouse by hand, forklift, hand trucks, dollies and other similar manual equipment to move stock. Hammers, pliers, and other hand-tools are used when opening containers, breaking wire banding, and performing other similar tasks. Frequently lifts and carriers materials, samples, and equipment that weight up to 70 pounds.

d) Assist with the movement and transportation of furniture, supplies, equipment and provide other related moving and warehouse services.

e) The services include, but are not limited to packing and/or crating of government property, disassembly and reassembly of property, pick-up, loading, and transporting of property from and to various locations, in-house delivery to designated room(s) and positioning within that new location, removal of packing and crating materials to a disposal pick up point within the premises of the Government facility and other duties which are normally included in a complete moving service.

f) Laborers shall report for duty, and the Source Staffing on site supervisor will sign them in for work.

4. PERIOD OF PERFORMANCE: This order shall be effective from June 18, 2010 through December 17, 2010. The contractor shall be compensated for hour's work (not including a ½ hour lunch break).

5. 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.

6. PROJECT OFFICER DESIGNATION

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

Name: Wanda Spinner
Division: Division of Information Management
Telephone: (301) 504-7111

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.

7. RESTRICTIONS ON USE OF INFORMATION

a. If the Contractor, in the performance of this contract, obtains access to information such as CPSC plans, reports, studies, data projected by the Privacy Act of 1974 (5 U.S.C. 552a), or personal identifying information which has not been released or otherwise made public, the Contractor agrees that without prior written approval of the Contracting Officer it shall not: (a) release or disclose such information, (b) discuss or use such information for any private purpose, (c) share this information with any other party, or (d) submit an unsolicited proposal based on such information. These restrictions will remain in place unless such information is made available to the public by the Government.

b. In addition, the Contractor agrees that to the extent it collects data on behalf of CPSC, or is given access to, proprietary data, data protected by the Privacy Act of 1974, or other confidential or privileged technical, business, financial, or personal identifying information during performance of this contract, that it shall not disclose such data. The Contractor shall keep the information secure, protect such data to prevent loss or dissemination, and treat such information in accordance with any restrictions imposed on such information.

8. Security and Personal Identity Verification Procedures

a. The performance of this contract requires contractor employees to have access to CPSC facilities and/or systems. In accordance with Homeland Security Presidential Directive-12 (HSPD-12), all such employees must comply with agency personal identity verification (PIV) procedures. Contractor employees who do not already possess a current PIV Card acceptable to the agency shall be required to provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check prior to being permitted access to any such facility or system. CPSC may accept PIV issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to a CPSC facility or system without approval under the PIV process. The contractor agrees to comply with all current and future security and personal identity verification procedures for all personnel performing under the contract at no additional cost to the Government.

b. Contracted employees must meet the following citizenship requirements:

1. A United States (U.S.) citizen; or,
2. A national of the United States (see 8. U.S.C. 1408); or,
3. An alien lawfully admitted into the United States for permanent residence as evidenced by an alien Registration Receipt Card form I-151

- c. Within five (5) days after contract award, the contractor shall provide a list of contracted personnel, including full name, social security number, and place (city and state) and date of birth to the designated Contracting Officer's Technical Representative (COTR). This information will be used to determine whether personnel have had a recent Federal background investigation and whether or not further investigation is required.
- d. For each contractor employee subject to the requirements of this clause and not in possession of a current PIV Card acceptable to CPSC, the contractor shall submit the following properly-completed forms: Electronic Standard Form (SF) 85 or 85-P, "Questionnaire for Non-sensitive Positions", SF (87) Fingerprint Chart, Optional Form (OF) 306 and a current resume. The SF-85 is available from the Office of Personnel Management's (OPM) secure website. The CPSC Office of Human Resources will provide the COTR with the other forms that are not obtainable via the internet.
- e. The contractor shall complete the electronic security form and deliver the other completed forms indicated in paragraph d above to the COTR within five (5) days of written notification from the COTR of those contractor employees requiring background investigations.
- f. Upon completion of the investigation, the COTR will notify the contractor in writing of all investigation determinations. If any contractor employees are determined to be unsuitable to be given access to CPSC, the contractor shall immediately provide identical information regarding replacement employees. The contractor is responsible for providing suitable candidates and fulfilling staffing requirements under the contract so that there is no break in service. This approval process applies to contract start up and any required replacement personnel. Failure to prequalify potential replacement personnel will not serve as an excuse for failure to provide performance. Non performance due to failure to provide suitable contractor employees may result in a Termination for Cause or Default.
- g. CPSC will issue a PIV Card to each on site contractor employee who is to be given access to CPSC facilities and systems. The employee will not be given access prior to issuance of a PIV card. CPSC may revoke a PIV Card at any time if an investigation or subsequent investigation reveals that the personnel are unsuitable.
- h. PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a CPSC facility, and shall present cards for inspection upon request by CPSC officials or security personnel. The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the COTR if any PIV card(s) cannot be accounted for.
- i. CPSC shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to CPSC facilities and systems. The COTR will notify the contractor immediately when CPSC has determined that an employee is unsuitable or unfit to be permitted access. The contractor shall immediately notify such employee that he/she no longer has access, shall remove the employee and shall provide a suitable replacement in accordance with contract requirements and the requirements of this clause.
- j. By execution of this contract, the contractor certifies that 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. During contract performance the contractor shall immediately notify CPSC if one of its employees working under this contract has 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 years.
- k. The Government reserves the right to have removed 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 during performance of 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 be a threat to personnel or property.
 - l. The COTR shall be responsible for proper separation of contracted employees at the Consumer Product Safety Commission. The COTR shall ensure that each contractor employee completes CPSC's official out processing procedures. The contracted employee shall report to the CPSC Facilities Security Specialist to obtain a Contractor Employee Accountability and Clearance Record. This record shall be completed as part of the official out-processing procedures and returned along with the PIV card, key fobs, keys and any other previously issued material.
 - m. Contractor employees shall comply with applicable Federal and CPSC statutes, regulations, policies and procedures governing the security of the facilities and system(s) to which the contractor's employees have access.
 - n. Failure on the part of the contractor to comply with the terms of this clause may result in termination of this contract for cause or default.
 - o. The contractor shall incorporate this clause in all subcontracts.
- (End of Clause)

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.

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

GENERAL INFORMATION APPLICABLE TO BLANKET PURCHASE AGREEMENT CALLS

No individual Blanket Purchase Agreement (BPA) call shall be split to avoid the competition threshold of \$2,500.00 for small purchases. If a single requirement exceeds \$2,500.00, a requisition shall be submitted to the Division of Procurement Services (FMPS) for Processing.