

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
12/03/2009

2 CONTRACT NO. (If any)
CPSC-B-09-0005

6. SHIP TO:

a. NAME OF CONSIGNEE

CONSUMER PRODUCT SAFETY COMMISSION

3 ORDER NO
0003

4. REQUISITION/REFERENCE NO.
REQ-3000-10-0002

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 COMPLIANCE
4330 EASTWEST HIGHWAY
ROOM 610

c. CITY
BETHESDA

d. STATE
MD

e. ZIP CODE
20814

7 TO:

a. NAME OF CONTRACTOR
METRO STAFFING RESOURCES

f. SHIP VIA

8. TYPE OF ORDER

☐ a. PURCHASE
REFERENCE YOUR:

☒ b. DELIVERY

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.

d. CITY
ALEXANDRIA

e. STATE
VA

f. ZIP CODE
22310

9. ACCOUNTING AND APPROPRIATION DATA
10PS-EXFM-3000-251A

10. REQUISITIONING OFFICE
CONSUMER PRODUCT SAFETY COMMISSION

11 BUSINESS CLASSIFICATION (Check appropriate box(es))

☐ a. SMALL

☐ b. OTHER THAN SMALL

☐ c. DISADVANTAGED

☐ g. SERVICE-DISABLED VETERAN-OWNED

☐ d. WOMEN-OWNED

☐ e. HUBZone

☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT

Destination

13. PLACE OF

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)

16. DISCOUNT TERMS

a. INSPECTION
Destination

b. ACCEPTANCE
Destination

Net 30

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 a BPA call against the Blanket Purchase Agreement (BPA) number CPSC-B-09-0005, to provide the following paralegal services beginning on 07 December 2009 and shall continue for eight (8) weeks. Ordering Off.: rjohnson 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

\$12,947.20

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

\$12,947.20

22 UNITED STATES OF AMERICA BY (Signature)

Rudi M. Johnson 12/18/09

23. NAME (Typed)

Rudi M. Johnson

TITLE: CONTRACTING/ORDERING OFFICER

**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 12/03/2009 CONTRACT NO. CPSC-B-09-0005

ORDER NO.
0003

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Contractor shall provide the following paralegal Level II services to support the Office of Compliance and Field Operations, Defect Investigation Division in accordance with the attached terms and conditions and the GSA schedule. Paralegal services in support of the Commission's Drywall Investigations. The total amount of award: \$12,947.20. The obligation for this award is shown in box 17(i).	320	HR	40.46	12,947.20	

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

\$12,947.20

TERMS AND CONDITIONS

1. DESCRIPTION OF SERVICES: The contractor shall provide one (1) Level II paralegal assistant to provide support services to assist the Consumer Product Safety Commission, Office of Compliance and Enforcement Division, 4330 East West Highway, Bethesda, Maryland from the hours of 7:30 am until 4:00 pm Monday through Friday.

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 Compliance and Enforcement Division, Defect Investigations Division (Compliance) at the Consumer Product Safety Commission, 4330 East West Highway, 6th Floor, Room 613-E, Bethesda, Maryland, 20814. Point of contact will be Mr. Dean Woodward (see paragraph 8).

4. STATEMENT OF WORK: The paralegal would be directly engaged in the research and analysis of the incoming supplier information. This person would also provide support in sending out letters to suppliers and builders that Compliance identifies for additional investigation. This support would also include updating Compliance's electronic files such as SharePoint and evaluating existing and incoming documentation.

Duties shall include but not limited to:

- a. Reviews case materials to become familiar with questions under consideration;
- b. Searches for and summarizes relevant articles in trade magazines, law reviews, published studies, business and financial reports, and similar materials for use of attorneys in the preparation of opinions, briefs, and other legal documents;
- c. Prepares digests of selected decisions or opinions which incorporate legal references and analyses of precedents involved in areas of well-defined and settled points of law;
- d. Interviews potential witnesses and prepares summary interview reports for the attorney's review;
- e. Participates in pre-trial and pre-hearing conferences, notes possible deficiencies in case materials (e.g., missing documents, conflicting statements) and additional issues or other questionable matters, and requests further investigation by other agency personnel to correct possible deficiencies or personally conducts limited investigations at the pre-trial, pre-hearing stage;
- f. Prepares and organizes trial exhibits, as required, such as statistical charts and photographic exhibits;
- g. Verifies citations and legal references on prepared legal documents;
- h. Prepares summaries of testimony and depositions;

i. Drafts and edits non-legal memoranda, research reports and correspondence relating to cases

5. PERIOD OF PERFORMANCE: This order shall be effective for eight (8) weeks and shall be completed no later than 26 February 2010. 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: Mr. Dean Woodard

Division: Director, Defect Investigations

Telephone: (301) 504-7651

Email: dwoodard@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.