

**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 04/15/2010	2. CONTRACT NO. (If any) CPSC-B-09-0005	6. SHIP TO: a. NAME OF CONSIGNEE CONSUMER PRODUCT SAFETY COMMISSION
3. ORDER NO. 0004	4. REQUISITION/REFERENCE NO. REQ-1300-10-0005	b. STREET ADDRESS OFFICE OF GENERAL COUNSEL 4330 EASTWEST HIGHWAY ROOM 700

*Handwritten signature: Rudi M. Johnson*

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	8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE REFERENCE YOUR:  <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 6418 GROVEDALE DRIVE SUITE 202	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 See Schedule	10. REQUISITIONING OFFICE CONSUMER PRODUCT SAFETY COMMISSION
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11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	12. F.O.B. POINT
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13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS Net 30
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**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 This is a BPA Call Number 0004 against the Blanket Purchase Agreement (BPA) CPSC-B-09-0005, to provide the following paralegal services for the performance period beginning March 29, 2010 through May 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			\$10,729.60
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) <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  
04/15/2010

CONTRACT NO.  
CPSC-B-09-0005

ORDER NO.  
0004

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>28, 2010. In accordance with the BPA, the attached terms and conditions and the GSA Schedule. Ordering Off.: RJOHNSON Accounting Info: 0100A10DPS-2010-5258500000-EXFM001300-252H0</p> <p>Contractor shall provide the following Paralegal Services Level 1 (Linda Bona) to assist Office of General Counsel in support of cases regarding potential violations to the Consumer Product Safety Commission laws and regulations.</p> <p>The total amount of award: \$10,729.60. The obligation for this award is shown in box 17(i).</p>	320	HR	33.53	10,729.60	

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

\$10,729.60

## **TERMS AND CONDITIONS**

**1. DESCRIPTION OF SERVICES:** The contractor shall provide one (1) Level I Paralegal Assistant to provide support services to assist the Consumer Product Safety Commission, Office of General Counsel, Division of Enforcement and Information.

**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 General Counsel at the Consumer Product Safety Commission, 4330 East West Highway, 7<sup>th</sup> Floor, Room 704-C, Bethesda, Maryland, 20814. Monday through Friday during the hours of 7:30 am - 4:00 pm. Point of contact will be Mr. Dennis Kacoyanis (see paragraph 8).

**4. STATEMENT OF WORK:** The paralegal would be assisting various personnel located within the Office of General Counsel, specifically the Division of Enforcement and Information. This individual would be reviewing and providing assistance and support regarding potential violations of laws and regulations concerning the Consumer Product Safety Commission Acts. Duties shall also include but not limited to:

- a. Shall work under close supervision with required assistance readily available.
- b. Consult prescribed sources of information for facts relating to matters of interest to the program;
- c. Review documents to extract selected data and information relating to specific items;
- d. Review and summarize information in prescribed format on case precedent and decisions;
- e. Search and extract legal references in libraries and computer-data banks;
- f. Attend hearings or court appearances to become informed on administrative and/or court procedures and the status of cases, and where necessary, assist in the presentation of charts and other visual information.

**5. PERIOD OF PERFORMANCE:** This order shall be effective for eight (8) weeks or two (2) months and shall be completed no later than 28 May 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. Dennis Kacoyanis

Division: Office of General Counsel- Enforcement and Information

Telephone: (301) 504-7587

Email: dkacoyanis@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 30<sup>th</sup> 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. SERVICE TICKETS**

All work/services being performed under this agreement shall be accompanied by delivery ticket which shall contain the following minimum information.

- a. Name of contractor.
- b. BPA order number as shown in Block #3 of this agreement.
- c. Individual's Name Date Services was provided
- d. Ordering office and APO's name

- e. Quantity, unit price, and total of number of hours worked (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is to show this information).

### **13. 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.

### **14. CONTRACTOR'S RESPONSIBILITY**

The contractor shall perform the services required under this Agreement in a professional manner, on the basis of the information made available, and to use the same degree of care and skill ordinarily exercised in similar circumstances by any reputable contractor performing comparable services.