

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 08/03/2009		2. CONTRACT NO. (If any) CPSC-B-09-0005		6. SHIP TO: a. NAME OF CONSIGNEE Multiple Destinations	
3. ORDER NO. 0001		4. REQUISITION/REFERENCE NO. REQ-1300-09-0005		b. STREET ADDRESS	
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	
				d. STATE	
				e. ZIP CODE	
7. TO: a. NAME OF CONTRACTOR METRO STAFFING RESOURCES				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 6418 GROVEDALE DRIVE SUITE 202				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR: 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.	
d. CITY ALEXANDRIA		e. STATE VA	f. ZIP CODE 22310		
9. ACCOUNTING AND APPROPRIATION DATA 09-PS-EXFM-1300-52585 -252H				10. REQUISITIONING OFFICE CONSUMER PRODUCT SAFETY COMMISSION	

Approved by the Secretary

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			12. F.O.B. POINT Destination		
<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) 09/30/2009	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS 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)
	GSA Contract #: GS-07F-5866P DUNS Number: XXXXXXXXXX This is a CALL against the Blanket Purchase Agreement (BPA) number CPSC-B-09-0005 to provide the following services as listed below for the period of eight (8) weeks 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						\$33,907.20
b. STREET ADDRESS (or P.O. Box) DIVISION OF FINANCIAL SERVICES 4330 EAST WEST HWY ROOM 522 abcd						
c. CITY BETHESDA		d. STATE MD	e. ZIP CODE 20814		\$33,907.20	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) <i>Rudi M. Johnson 8/3/09</i>			23. NAME (Typed) Rudi M. Johnson TITLE: CONTRACTING/ORDERING OFFICER		
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER
08/03/2009

CONTRACT NO.
CPSC-B-09-0005

ORDER NO.
0001

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	ending September 30, 2009 in accordance with the attached terms and conditions and the established Blanket Purchase Agreement. Ordering Off.: rjohnson					
0001	Contractor shall provide one (1) Level IV paralegal assistant to provide services to support the Office of Legal Counsel at the Consumer Product Safety Commission. (Murphy)	320	HR	57.50	18,400.00	
0002	Contractor shall provide one (1) Level III paralegal asistant to provide services to support the Office of Legal Counsel at the Consumer Product Safety Commission. (Morrison)	320	HR	48.46	15,507.20	
	The total amount of award: \$33,907.20. The obligation for this award is shown in box 17(i).					

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

TERMS AND CONDITIONS
CPSC-B-09-0005/Call 0001

1. DESCRIPTION OF SERVICES: The contractor shall provide one (1) Level IV and one (1) Level III paralegal assistants to provide support services to assist the Consumer Product Safety Commission, Office of the General Council, 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. STATEMENT OF WORK: The paralegal assistant shall provide support regarding litigation cases concerning the Drywall claims and lawsuits that will be discussed by Congress at the end of September 2009. Duties shall include all of those listed with in the BPA under levels I, II and III may also be required:

a. To act independently, and not as an agent of the Government, the Contractor shall furnish all necessary personnel, to perform the work set forth below:

b. Paralegal services that will be performed under the agreement may include, but are not necessarily limited to, the following:

c. Examines and evaluates information in case files, for case litigation worthiness and appropriate titles of law;

d. Determines the need for additional information, independent surveys, evidence, and witnesses, and plans a comprehensive approach to obtain this information;

e. Through on-site visits, interviews, and review of records on operations, looks for and evaluates the relevance and worth of evidence;

f. Selects, summarizes, and compiles comparative data to examine and evaluate respondent's deficiencies in order to provide evidence of illegal practices or patterns;

g. Reviews economic trends and forecasts at the national and regional level to evaluate the impact of successful prosecution and potential remedial provisions of ongoing investigations and litigation;

h. Identifies types of record keeping systems and types of records maintained which would be relevant. Gathers, sorts, and interprets data from various record systems including computer information systems;

i. Interviews potential witnesses for information and prepares witnesses for court appearances;

j. Develops statistics and tabulations, such as standard deviations, regression analyses, and weighting, to provide leads and supportive data for case litigation. Prepares charts, graphs, and tables to illustrate results;

k. Analyzes data, develops recommendations and justifications for the attorney(s) who will take the matter to court. Continues to work with the attorney(s) during the progress of the case, obtaining and developing further evidence and exhibits, providing administrative assistance, and maintaining custody of exhibits, documents, and files;

l. May appear in court as a witness to testify concerning exhibits prepared supporting plaintiff's case.

m. Analyzes and evaluates case files against litigation worthiness standards;

n. Notes and corrects case file deficiencies (e.g., missing documents, inconsistent material, leads not investigated) before sending the case on to the concerned trial attorney;

o. Reviews and analyzes available precedents relevant to cases under consideration for use in presenting case summaries to trial attorneys;

p. Gathers, sorts, classifies, and interprets data to discover patterns of possible discriminatory activity;

q. Interviews relevant personnel and potential witnesses to gather information,

r. Reviews and analyzes relevant statistics;

s. Performs statistical evaluations such as standard deviations, analyses of variance, means, modes, and ranges as supporting data for case litigation;

t. Consults with statistical experts on reliability evaluations;

u. May testify in court concerning relevant data

4. PERIOD OF PERFORMANCE: This order shall be effective for eight (8) weeks and shall be completed no later than September 30, 2009. The contractor will be compensated for hour's worked (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. 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.

7. LC PROJECT OFFICER DESIGNATION

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

Name: Cheryl A. Falvey
Division: Office of General Council
Telephone: (301) 504-7642
Email: cfalvey@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.

8. 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 of 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.

9. 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.

10. 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

11. 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.