

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 3

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

1. DATE OF ORDER 01/03/01		2. CONTRACT NO. (if any) COW-1-A-1027		6. SHIP TO:	
3. ORDER NO.		4. REQUISITION REFERENCE NO. PRO-100000		a. NAME OF CONSIGNEE Immigration & Naturalization	
5. ISSUING OFFICE (Address correspondence to) Immigration & Naturalization Headquarters Procurement 425 I Street, N.W. Room 2208 Washington DC 20536				b. STREET ADDRESS 1st Floor Room 1126	
				c. CITY Washington	d. STATE DC
				e. ZIP CODE 20536	
7. TO: JHM Research & Development 6930 Carroll Ave, Suite 700 Takoma Park MD 20912 John H. Macklin				f. SHIP VIA	
9. ACCOUNTING AND APPROPRIATION DATA				8. TYPE OF ORDER	
				<input type="checkbox"/> a. PURCHASE - 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.	
				<input checked="" type="checkbox"/> b. DELIVERY - 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.	
				10. REQUISITIONING OFFICE Immigration Services Division	
				11. BUSINESS CLASSIFICATION (Check appropriate box(es))	
				<input checked="" type="checkbox"/> SMALL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> OTHER THAN SMALL <input type="checkbox"/> WOMEN-OWNED	
CONTRACTOR TIN: 52-1541812				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)	
a. INSPECTION	b. ACCEPTANCE			16. DISCOUNT TERMS See attached	

17. SCHEDULE (See reverse for Selections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	This is a single Blanket Purchase Agreement (BPA) between INS and JHM Research and Development under GSA Federal Supply Schedule 36, Part IV, Document Management Products and Services; Contract Number GS-25F-0009K.	0	LT	\$0.00	\$0.00	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)	
	21. MAIL INVOICE TO:					
	a. NAME US IMMIGRATION & NATZ SVC					17(i) GRAND TOTAL \$0.00
	b. STREET ADDRESS (or P.O. Box) 425 I STREET, N.W. ROOM 6034					
c. CITY WASHINGTON		d. STATE DC	e. ZIP CODE 20536			

22. UNITED STATES OF AMERICA		23. NAME (Typed) JOHN A. RUSSO	
BY (Signature) <i>John A. Russo</i> 1/3/01		TITLE: CONTRACTING/ORDERING OFFICER	
<input type="checkbox"/> Vendor	<input type="checkbox"/> Official	<input type="checkbox"/> Requestor	
<input type="checkbox"/> Receiving	<input type="checkbox"/> G104 Oblig.	<input type="checkbox"/> Other	

OPTIONAL FORM 347 (REV. 6/95)
Prescribed by GSA FAR 48 CFR 53.213 (e)

ORDER FOR SUPPLIES OR SERVICES
Schedule - Continuation

PAGE 2 OF 3 PAGES

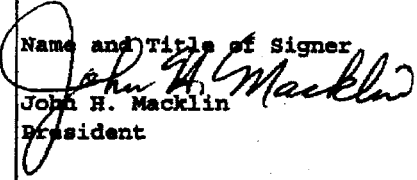
IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER
01/03/01

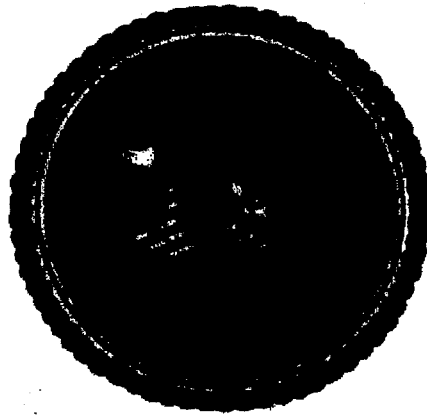
2. CONTRACT NO. (if any)
COW-1-A-1027

3. ORDER NO.
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17. SCHEDULE (See reverse for Selections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>This BPA does not obligate any funds. All funding will apply to each individual call.</p> <p>Name and Title of Signer  John H. Macklin President</p> <p>Contractor's Signature</p>					

**SERVICE CENTER OPERATIONS SUPPORT SERVICES
BLANKET PURCHASE AGREEMENT (BPA) (COW-1-A-1027)**



**INS Headquarters Procurement Division
425 I Street, NW, R.2208
Washington, D.C. 20536**

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1. SERVICE CENTER OPERATIONS SUPPORT SERVICES BLANKET PURCHASE AGREEMENT (BPA)

1.1 Background

The Immigration and Naturalization Service (INS), Immigration Services Division (ISD) has a requirement to obtain the services of a contractor to provide records management support including but not limited to the INS Direct Mail Program at each of the INS Service Centers (SC). Initially, it is anticipated that the bulk of the services provided shall be to the INS Direct Mail Program. INS Direct Mail Program services shall include:

- Mail Operations – open, remove cash, sort, retrieve items for special handling; stuff envelopes, apply labels, apply postage, pack boxes for shipping
- File Assembly – assemble file folders from documents received
- Data Collection, Capture, and Scanning – keystroke data and scan biometrics data (photograph, signature, fingerprint) from documents into INS databases
- Document Preparation – prepare Re-entry Permits and other documents
- Fee Collection and Processing – retrieve payment from application, frank and endorse checks, and record check information with the application in the database
- File Operations – store files pending receipt of documentation or call by INS Adjudicator; merge newly-received documentation with stored files; retrieve files for further processing
- Word Processing – prepare correspondence, reports, and briefings
- Quality Control – Inspect and review all aspects of the operation to detect and correct emerging problems and to maintain high quality services
- Project Management – supervise and direct contractor staff to provide high quality services and achieve production requirements
- Business Process Reengineering (BPR) – Conduct BPR studies and analyses and when directed perform design, development, and implementation of selected BPR solutions

When requirements for a specific Immigration Services Division (ISD) task are defined, the requirements will be communicated to the BPA holder in a BPA Request for Quotation (RFQ), or Call for a delivery or task order as applicable. The initial task order will be for support to the Direct Mail Program and shall be fixed price. Follow-on task orders may be awarded on a fixed price or time and material basis. Proposal requirements for all task orders shall be specified in Task Order Request issued to the Contractor. Proposal requirements may be limited to those specified in section 3.6 of this BPA and/or may contain additional direction and requirements as the Contracting Officer directs.

1.2 Blanket Purchase Agreement

In the spirit of the Federal Acquisition Streamlining Act, the Immigration and Naturalization Service and JHM Research and Development, Inc. enter into a single blanket purchase agreement (BPA) COW-1-A-1027 to support the Office of Immigration Services Division (ISD). The intent is to further reduce the administrative costs by acquiring commercial items and services from the General Services Administration (GSA) GSA Federal Supply Schedule 36, part IV, Document Management Products and Services, Contract Number GS-25F-0009K.

Federal Supply Schedule contract BPAs eliminate contracting and open market cost such as: the search for sources; the development of technical documents and solicitations; and the evaluation of bids and offers. This BPA will further decrease costs, reduces paperwork and save time by eliminating the need for repetitive, individual purchases from the Schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

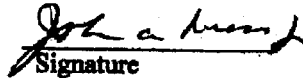
Signatures:

INS Contracting Officer

John A. Russo

Printed Name

Contracting
Officer
INS Title


Signature

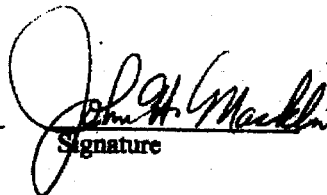
1/3/01
Date

Contractor

John H. Macklin

Printed Name

President
Company Title


Signature

1/3/2001
Date

2. BPA TERMS AND CONDITIONS

This section presents the general requirements applicable to the Service Center Operations Support Services Blanket Purchase Agreement (BPA) Contractor.

It is anticipated that the vast majority of orders in terms of dollar value will be for Service Center Operation's support of the INS Direct Mail and Records Management program.

Listed discounts shall apply to the current GSA Schedule Price. If two line items on the Contractor's Schedule are bundled, the derivation of the item, its pricing, and discount must be explained. For example, if the Contractor proposed a fixed price for cradle to grave records management on an annual basis for a given form – the I-129, the Contractor may bundle an estimated number of hours from a file management line item, a mail management line item, and other line items. Since the GSA Schedule does not have a price for I-129 processing, when placing future orders the INS must have a unit price consistent with the GSA Schedule line item with a specific discount.

It is the responsibility of the Offeror to notify the Contracting Officer of GSA Schedule price changes affecting line items and services listed in this BPA prior to award of any order. Discounts shall be in terms of a flat percentage discount to be applied against the GSA Schedule price for the product or service. If discounts are conditional on a given dollar volume or other condition, this must be stated in the pricelist below. Contractors may offer further price reductions in accordance with their commercial practice. For orders issued under this BPA, the price paid shall be the GSA Schedule price in effect at the time the order is issued less applicable discounts under this BPA. The relationship between the current price in the GSA Schedule and the price offered in the contractor's proposal shall remain constant, i.e.; the discount shall remain the same throughout the term of the BPA.

Prime Contractor: JHM Research and Development, Inc.:GS-25F-0009K

Contractor or Team Member Schedule # as applicable	INS Labor Category	GSA Schedule Labor Category	BPA Discount (%)*
JHM-GS-35F-5830H	Program Manager	Project Manager	0%
JHM-GS-35F-5830H	Assistant Program Managers	Project Manager	2.23%
SEI-GS-35F-5606H	Sr. Admin Specialist	Sr. Admin Specialist	5.91%
JHM-GS-35F-5830H	Site Manager	Project Manager	2.23%
JHM-GS-35F-5830H	Deputy Site Manager	Project Manager	5.49%
SEI-GS-35F-5606H	Assistant Deputy Site Manger	Task Manager	29.42%
JHM-GS-35F-5830H	Q/C Manager	Project Manager	5.49%
DIS-GS-35F-4513G	Reporting Specialist	Technical Writer	8.52%
JHM-GS-25F-0009K	Word Processor	Records Analyst	16.82%
JHM-GS-25F-0009K	Admin Assistant	Records Analyst	15.31%
SEI-GS-35F-5606H	Human Resource Manager	Assistant Task Manager Data/Records	2.14%
SEI-GS-35F-5606H	Assistant Managers (Mail/File/Data)	Task Manager	38.31%
SEI-GS-35F-5606H	Supervisors	Assistant Task Manager Data/Records	21.94%
JHM-GS-25F-0009K	Clerk I	Warehouse Clerk	8.00%

JHM-GS-25F-0009K	Clerk II	Data Entry Specialist	4.41%
JHM-GS-25F-0009K	Clerk III	Data Entry Specialist	1.23%
JHM-GS-25F-0009K	Q/C Specialist	Records Analyst	26.85%
JHM-GS-25F-0009K	Courier	Warehouse Clerk	8.00%
SEI-GS-35F-5606H	BPR I	Business Process Analyst	2.00%
SEI-GS-35F-5606H	BPR II	Sr. Business Process Analyst	2.00%
JHM-GS-35F-5830H	BPR III	Technical Area Specialist	8.00%
DIS-GS-35F-4513G	BPR IV	Sr. Matter Expert	8.00%

* Listed discounts shall apply to the current GSA Schedule Price at the time Calls are placed.

2.1 Federal Supply Schedule

All orders placed against this BPA are subject to the terms and conditions of the Offeror's Federal Supply Schedule Contract.

2.2 Delivery

Delivery destination and Schedule will be specified in each order.

2.3 BPA Volume

The Government estimates, but does not guarantee, that the volume of purchases through this BPA Agreement will be \$325,995,032 over 60 months.

2.4 Obligation

This BPA does not obligate any funds.

2.5 BPA Expiration

This BPA expires at the end of the current offeror's GSA Schedule contract period or each subsequent contract period for which GSA extends the GSA Schedule contract.

2.6 Period of Performance for Orders Awarded Under the BPA

The period of performance for each order shall be specified in each call/order awarded.

Ordering Officers

The following Contracting Officers are hereby authorized to place orders under this BPA:

Rodney Gartrell
425 I Street, NW, Room 2208
Washington, DC 20536
(202) 514-5626

John A. Russo, Jr.
425 I Street, NW, Room 2208
Washington, DC 20536
(202) 514-8379

2.7 Ordering Procedures

Orders will be placed against this BPA via facsimile or hard copy. The Contractor shall submit a proposal when requested by the Contracting Officer for orders awarded under this BPA in the format and with the information requested in the Task Order Request For Proposal applicable to the order.

2.8 Award of Orders Under the BPA

Each Task Order issued under this BPA will include the following information as applicable:

- (1) BPA number and Task Order number;
- (2) Date of the order;
- (3) Description of the work to be performed;
- (4) The work Schedule, period of performance, or required completion date;
- (5) Place of delivery or performance;
- (6) Deliverables;
- (7) CLIN number and description, quantity, unit price and extended total;
- (8) The firm fixed price to complete the requirements and/or the ceiling price for those tasks to be performed on a "not-to-exceed" or time-and materials or labor-hour basis;
- (9) The security requirements;

- (10) The payment Schedule; and
- (11) Accounting and appropriation data.

For Task Orders issued on a time-and-material, labor-hour, or on a "not-to-exceed" basis, the Government will not be obligated to pay the Contractor any amount greater than the total (ceiling) price identified in the Task Order. The Contractor shall not be obligated to continue performance if doing so would exceed the applicable Task Order ceiling price. The Contractor shall be so obligated if the Contracting Officer has issued an amendment to the Task Order notifying the Contractor in writing that the applicable ceiling price has been increased and has specified a revised ceiling. The revised ceiling shall then be the ceiling price for performance under the Task Order.

2.9 Invoicing

Unless otherwise agreed to, all deliveries under this BPA shall be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of contractor;
- (b) Contract number;
- (c) BPA number;
- (d) Labor category;
- (e) Call number;
- (f) Contract line item number or sub contract line item number
- (g) Date of order;
- (h) Quantity, unit price, and extension of each item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (i) Performance period.
- (j) Interim payment period, payment for partial delivery if applicable.

Invoices shall be submitted on a monthly basis. The requirements of a proper invoice are as specified in the Federal Supply Schedule contract.

2.10 Invoice Distribution

The contractor must provide an original proper invoice as stated in the Federal Supply Schedule Contract to the designated Contracting Technical Representative (COTR) as indicated on each delivery/task order.

The COTR or other personnel delegated authority by the COTR, at the receiving or secure storage location will be responsible for completing the receiving report, and will forward the original receiving report and endorsed invoice to the Contracting officer.

The Contracting officer will forward the original invoice and receiving report to Finance for payment. Payment will not be rendered to the contractor until both an original proper invoice and receiving report noting the acceptance of the products/services are submitted to the Finance office as described above.

Invoices shall be submitted no later than 90 calendar days, from the receipt of goods or services.

The contractor shall submit invoices as follows:

Original invoice to the Program Management Office:

Bertha Johnson
Immigration and Naturalization Service
Immigration Services Division Program Management Office
800 K Street, NW, Suite 1000
Washington, DC, 20536
(202) 514-0311

2.11 Order of Precedence

The terms and conditions included in this BPA apply to all orders/calls issued pursuant to it. In the event of an inconsistency between the provisions of this BPA and the terms and conditions of the contractor's schedule contract, the latter will take precedence.

2.12 Teaming

The Immigration and Naturalization Services encourages the establishment of Contract Teaming Arrangements in accordance with - and as prescribed by - FAR Subpart 9.6. The discount structure for products an/or services provided by these teaming partners must conform to the discount structure identified in the BPA; otherwise the BPA must be modified or renegotiated in order to reflect the enhancements. For Offerors submitting proposals in response to this RFQ, all teaming agreements must be in force no later than the closing date for submission of proposals and provided to the INS with the proposal under separate cover.

The team leader is:

JHM Research & Development Incorporated, GSA Federal Supply Schedule 36, part IV, Document Management Products and Services, Contract Number GS-25F-0009K and GSA Federal Supply Group Schedule Group 70, Schedule Contract GS-35F-5830H.

The team members are:

DataTrac Information Services, Inc. GSA Federal Supply Schedule Group 70,
Schedule Contract GS-35F-4513G.

SEI Technologies Inc. GSA Federal Supply Schedule Group 70, Schedule Contract:
GS-35F-5606H.

2.13 Security Requirements

In each order the security requirements shall be those in Attachment 6 to the BPA SOW, unless otherwise specified.

2.13.1 Security Management

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the Security Office through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR and the Security Officer shall have the right to inspect the procedures, methods, and facilities utilized by the contractor in complying with the security requirements of orders under this BPA. Should the COTR determine that the Contractor is not complying with the security requirements of this BPA and orders issued under it, the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

2.14 Government Furnished Property (GFP)

The INS Office of Immigration Services Division (ISD) anticipates providing property to the Contractor for the performance of work under the BPA. The Government will identify the property and provide specific government property reporting and disposition instructions in orders issued under the BPA as applicable. The Government will provide maintenance and repairs on all Government Furnished Property.

2.15 Variation in Quantity

The Government may consider other equitable adjustments proposed by the Contractor on a case by case basis depending on the circumstances of the case -- e.g., performance at a new site. The Government may equitably adjust the price of awarded orders downward in the File Room Operations Task Area when the total volume of forms processed at the end of the order or after 12 months, whichever comes first decreases by 5% or more.

2.16 Contractor Location

INS will require the Contractor to locate personnel at INS or contractor facilities. Day-to-day supervision and direct control over the work performed by these individuals shall be the sole responsibility of the Contractor.

2.17 Key Personnel

Key personnel on the BPA are defined as the BPA Project Manager (Mr. Thomas M. White) and personnel on an individual order that the Government has designated as being essential or "key" to the work performed. Key personnel shall be available to support the requirements of orders issued under the BPA and ensure that all work performed meets the requirements set forth in the order.

2.17.1 Substitution or Diversion of Key Personnel

The personnel specified, as key personnel in a given order are considered essential to the work performed under the BPA. Before diverting the specified individuals to other programs, the Contractor shall notify the Contracting Officer no less than 30 calendar days in advance and shall submit justification (including the names and resumes of the proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The proposed substitutions shall possess qualifications equal or superior to those of the key person(s) being replaced. The Contractor without the written consent of the Contracting Officer shall make no diversions or substitutions. The list of key personnel set forth in this clause may be amended from time to time during the BPA either to add or delete personnel to the order or BPA itself, as appropriate. During the first 365 days of this BPA, no key personnel substitutions will be permitted unless an individual's sudden illness, death, or termination of employment necessitates such substitutions. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by the Key Personnel clause.

2.17.2 Designation of Key Personnel by Order

The Government reserves the right to identify or require the designation of key personnel in any order during BPA performance.

2.17.3 Employment of Key Personnel

The Project Manager (PM) shall be a full-time employee of the prime Contractor at the time of BPA award. The Contractor shall furnish the name, phone number, and resume of the Project Manager and other pertinent information as required by the Government at the time of award. All other key personnel shall be full-time employees of the Contractor team (i.e., either the prime Contractor or subcontractors, if any are proposed) at the time of BPA award.

3.0 REFERENCES

The INS Statement of Work and Draft Quality Assurance Plan as amended through Amendment 06 to Solicitation HQ-0-Q-0044 are incorporated by reference.

The entire JHM Research and Development, Inc Price and Technical Proposals Volumes I and II submitted August 07, 2000, as amended October 03, 2000, and as the Final Proposal on November 02, 2000 are incorporated by reference.

Transcripts and video recordings dated 09/27/00 based on discussions with the offeror are incorporated by reference.

All responses to Clarifications (CR's) and Deficiencies (DR's) are incorporated by reference.

The dates of the responses to the CR's and DR's are listed below:

August 23, 2000

September 18, 2000

October 25, 2000