

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
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2. AMENDMENT/MODIFICATION NO. 1	3. EFF. DATE 01/30/2008	4. REQUISITION/PURCHASE REQ. NO. 0020035809	5. PROJECT NO. (If applicable)
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6. ISSUED BY Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW NP 1310 Washington DC 20229	CODE 7014	7. ADMINISTERED BY (If other than Item 6) Dept of Homeland Security Customs and Border Protection Office of Procurement - NP 1310 1300 Pennsylvania Ave., NW Washington DC 20229	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) UNISYS CORP  11720 PLAZA AMERICA DR TOWER III RESTON VA 20190  CODE 150780674	FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. X / HSBP1008J19873	
		10B. DATED (SEE ITEM 13)	01/10/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this administrative modification is to assign an Alternate Contracting Officer's Technical Representative to Task Order HSBP1008J19873, Contract HSHQDC-06-D-00023, effective January 30, 2008. The Alternate COTR is Mr. (b) (6) and his appointment letter is attached to this modification.

All other terms and conditions of Task Order HSBP1008J19873, Contract HSHQDC-06-D-00023, remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Chon S. Son Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. BY <b>(b) (6)</b>
15C. DATE SIGNED	16C. DATE SIGNED 01/30/2008

## LETTER OF APPOINTMENT

**TO:** (b) (6)  
Office of Information Technology  
U.S. Customs and Border Protection  
Department of Homeland Security

**FROM:** Chon S. Son, Contracting Officer  
Procurement Office, Office of Finance  
U.S. Customs and Border Protection  
Department of Homeland Security

**SUBJECT:** Appointment as Alternate Contracting Officer's Technical Representative (COTR) for  
Task Order No. HSBP1008J19873, EAGLE Contract No. HSHQDC-06-D-00023

Western Hemisphere Travel Initiative (WHTI) Land Radio Frequency Identification  
(RFID)/ License Plate Reader (LPR) Upgrade Infrastructure Implementation

In accordance with Department of Homeland Security (DHS) Management Directive (DM) 0780.1 (COTR Certification, Appointment & Responsibilities), dated 12/20/2004, you are hereby appointed as Alternate Contracting Officer's Technical Representative (COTR) for the subject task order (TO) and will perform COTR duties in the absence of the primary COTR. Your duties and responsibilities are outlined below.

Your appointment as the subject TO's Alternate COTR will end upon proper closeout of the TO. Or, if you are to be replaced by another individual during the TO performance, the TO will be modified and the Contractor will be notified of the change.

Your responsibilities during the contract performance include (but are not limited to) the following. See the "Summary of COTR Duties/Responsibilities and Limitations" at the end of this letter for more details.

- Monitor the contractor's performance to assure compliance with technical requirements of the TO;
- Review and approve progress and financial reports, and other items required for approval. Notify the Contracting Officer (CO) if reports or other items submitted are to be rejected;
- Advise the Contractor to submit written requests to the CO if they need to make a change, indicating the impact that the alteration will have on the TO;
- Inform the CO of communications if you determines that the situation could possibly result in future claims against the Government;
- Notify the CO as soon as there is evidence of problems with the Contractor's performance on the TO;
- Keep the CO informed of communication with the Contractor in order to prevent possible misunderstandings or situations that could become a basis for future claims against the Government.

- Evaluate the Contractor's performance in terms of quality of work, cost control, schedule adherence, cooperativeness, responsiveness, timeliness, accuracy, and completeness;
- Maintain a working file of the TO;

Your authority as the TO COTR does not allow you to:

- Alter the Basic Contract or TO in any way;
- Issue instructions to the Contractor to stop or start work;
- Order or accept goods or services not expressly required by the TO;
- Render a decision under the Disputes clause;
- Authorize delivery or disposition of Government property not authorized by the Basic Contract or TO;
- Discuss acquisition plans or provide any advance information that might give one contractor an advantage over another contractor in forthcoming procurements.

The CO shall annually evaluate and document the performance of the Alternate COTR and provide a copy of this evaluation to the Alternate COTR's organizational head. If the Alternate COTR's involvement with the TO is less than one year, the CO will prepare an evaluation and provide a copy to the Alternate COTR's organizational head.

The Alternate COTR may also be held personally liable for any unauthorized acts.

By signing below, the Alternate COTR hereby acknowledge and agrees to all of the terms and conditions in this letter of appointment.

This letter of appointment shall be in effect until it is revoked by the CO or the CO's successor in the same manner as it is hereby granted, or upon the Alternate COTR's transfer or termination from his current employment.

**(b) (6)** \_\_\_\_\_ Alternate Contracting Officer's Technical Representative

\_\_\_\_\_  
(Date)

**(b) (6)**

\_\_\_\_\_  
Chon S. Son, Contracting Officer

January 30, 2008  
(Date)

## **Summary of COTR Duties/Responsibilities and Limitations**

### **Monitoring Contractor Performance:**

The COTR shall ensure that the Contractor complies with all of the requirements of the Statement of, and when requested by the Contractor, provide technical direction to the contractor's technical manager. This technical assistance must be within the scope of the Basic Contract and TO (e.g., interpreting Specifications, SOWs, etc.). When a difference of opinion occurs between the COTR and the Contractor, the COTR must notify the CO immediately for resolution.

The COTR shall ensure that the Contractor personnel assigned to the TO are of the same caliber as of those originally proposed by the Contractor to the Government. The experienced personnel contracted for and/or approved by the Government should not be diluted by the use of personnel with less experience; however, the COTR may not permit changes, substitutions, or additions to personnel. Any decrease in or lack of performance shall be brought to the attention of the CO.

### **Monitoring Costs:**

The COTR shall review and evaluate the Contractor's progress in relation to the expenditures. When the costs expended by the Contractor are not commensurate with the Contractor's progress, bring this to the attention of the CO for immediate action.

The COTR shall review the Contractor's invoices/vouchers for reasonableness and applicability to the TO and recommend approval, conditional approval, or disapproval for payment to the CO. The review must be completed within five days after receipt of the invoice or voucher. If the COTR cannot meet the required review time, advise the CO so action can be taken to ensure Government compliance with the Prompt Payment Act, thereby avoiding the payment of interest penalties to the Contractor.

### **Changes to the Basic Contract or TO:**

The COTR cannot authorize the Contractor to stop work and is not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of the Basic Contract or TO. Should a change (monetary or otherwise) to the TO become necessary, it must be made by a TO modification issued by the CO. When in doubt, the COTR shall contact the CO.

Any TO change requested by the Contractor must be put in writing by the Contractor to the CO for action; however, the COTR should immediately advise the CO of any proposed changes since they may affect the contract price, cost, or delivery/performance schedule. When the proposed change is received by the CO, the COTR shall provide the CO with a written analysis and rationale for the change and evaluate any costs associated with the change. The COTR must also report to the CO any Government-required changes to the TO (e.g., items or work no longer required, changes in the specifications, etc.).

### **Visits and Meetings with the Contractor:**

If needed, the COTR shall make arrangements with the Contractor for visits to the contractor's work sites to:

- Evaluate the Contractor's performance;
- Evaluate changes in the technical performance affecting personnel, the schedule, deliverables, and price or costs;
- Inspect and monitor the use of Government property, if applicable;

- Ensure that contractor employees being charged to the TO are actually performing the work under the TO.

The COTR must prepare a trip report fully documenting all activities during the visit and file it in the COTR's TO working file. A copy of the trip report will be provided to the OCO within three working days after the visit.

The COTR shall document each meeting of substance and critical telephone conversation with the Contractor.

#### **Inspection of Deliverables:**

The COTR shall perform the inspection, acceptance or rejection of the supplies, services, or construction and other deliverables when notified by the Contractor or the CO, in accordance with the terms of the Basic Contract and the TO. Immediately notify the CO of all rejections and the reason for the rejections.

The COTR shall review progress reports from the Contractor and advise the CO of any Contractor problems or actions to be taken by the Government.

#### **Standards of Conduct and Conflict of Interest:**

The attached (FAR) 48 CFR Part 3 and (TAR) 48 CFR Part 1203/TAM Chapter 1203, *Improper Business Practices and Personal Conflict of Interest*, provides guidance to avoid improper business practices and personal conflicts of interest and to deal with their apparent or actual occurrences. The COTR must read these documents carefully and contact the CO should further information or clarification be required.

#### **TO Working File and Maintenance:**

The COTR shall establish and maintain an organized TO administration file to record all Contractor and Government actions pertaining to the TO. The COTR's working file is of particular importance for the documentation of any interaction with the Contractor, because it may be used in the event of litigation. In addition, an organized file facilitates an easy transition from one COTR to another if reassignment becomes necessary.

TO working file should be organized as follows:

- File 1 - The contract instrument (i.e., TO, modifications to TO, and associated Contractor proposals).
- File 2 - The COTR's letter of appointment and all correspondence between or among the Contractor, CO and COTR, filed in chronological order.
- File 3 - A copy of the Contractor's invoices/vouchers and any correspondence pertaining to payments.
- File 4 - The COTR's trip reports and written memoranda to the file on meetings of substance or critical telephone conversations with the Contractor.
- File 5 - A copy of the Contractor's progress reports and other TO deliverables and all correspondence pertaining to these documents.

**Evaluating Contractor Performance:**

At a minimum, the COTR will prepare and submit to the CO a contractor performance evaluation on an annual basis.