

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE HSBP1007J014218	PAGE OF PAGES 1 3
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2. AMENDMENT/MODIFICATION NO. P00006	3. EFF. DATE 12/31/2007	4. REQUISITION/PURCHASE REQ. NO. 0020027321	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) THE BOEING COMPANY  5301 BOLSA AVE.  HUNTINGTON BEACH CA 92647-2099 CODE 135025133 FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. X HSBP1006D01353 / HSBP1007J14218 10B. DATED (SEE ITEM 13) 01/12/2007
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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.
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).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement Between Parties
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign this document and return 1 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 define changes to the Performance Work Statement (PWS); acceptance of shortage disposition; extend the Period of Performance from December 31, 2007 to March 31, 2008; and Change the Contracting Officer's Technical Representative (COTR) of the SBInet Barry M. Goldwater Range (BMGR) Phase II work.

Task Order HSBP1007J14218 is hereby modified as follows:

- The following PWS sections are revised:

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) (b) (6) Sr. Mgr - Contracts and Pricing	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARLA SANDS Contracting Officer
15C. DATE SIGNED 1/17/08	16C. DATE SIGNED (b) (6) 2/20/08

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation</b>			1. CONTRACT ID CODE HSBP1007J014218	
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14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Section 10.0 Contract Deliverables

Change: "Boeing shall deliver the hardware and support to provide and install twenty-two and one tenth (22.1) miles of permanent vehicle barrier and thirty and one tenth (30.1) miles of pedestrian fence panels installed atop the permanent vehicle barrier installed as part of this task order and the BMGR Project 37 Initial Section task order in accordance with the Integrated Master Schedule (IMS)."

To read "Boeing shall deliver the hardware and support to provide and install twenty-two and one-half (22.5) miles of permanent vehicle barrier and thirty and one-half (30.5) miles of pedestrian fence panels installed atop the permanent vehicle barrier installed as part of this task order and the BMGR Project 37 Initial Section task order in accordance with the Integrated Master Schedule (IMS). Hardware shall include one-half (0.5) miles of spare permanent vehicle barriers and pedestrian fence panels."

Section 11.0 Acceptance

Change the first paragraph of Section 11.0 from: "All deliverables are subject to review and acceptance by the CO or COTR. The acceptance for BMGR Project 37 Barrier Completion product deliverables will be per the System Acceptance Plan as reviewed and approved by the CO or COTR."

To read: "All deliverables are subject to review and acceptance by the CO / COTR. The acceptance for BMGR Project 37 Barrier Completion product deliverables will be per the System Acceptance Plan (SAP) as reviewed and approved by the CO / COTR on December 13, 2007. Any exceptions to the above-mentioned requirements are contained in the List of Shortages and Non-compliances, Annex 7 of the SAP. Criteria for closure of each shortage or non-compliance are specified within Annex 7, detailed shortage or non-compliance. Correction and closure of each shortage or non-compliance shall be accomplished within the specified period of performance for this task order and must be certified for acceptance by the buyer. In accordance with the Schedule clause of this contract, Buyer authorizes and encourages Seller to deliver the goods earlier than the scheduled delivery dates incorporated in this contract."

Update Initial Frequency of Delivery for Deliverable ID Number:  
DO46-BC (Warranties) Change "Project Completion" to read "Upon Final Acceptance"

Update Subsequent Frequency of Delivery for Deliverable ID Number:  
DO36-BC (Design Drawings) Change "Project Completion" to "February 29, 2008"  
DO37-BC (Bill of Materials) Change "90 DARO" to read "February 29, 2008"  
DO41-BC (System Acceptance Plan) Change "As required" to read "Final acceptance"

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will be comprised of the Acceptance Protocol executed 12/13/2007 and acceptance sign off for each shortage item individually."

Section 12

Change: "The barrier shall be completed by 31 December 2007." to read: "The barrier shall be completed by 31 March 2008."

2. The Government accepts the BMGR Phase II Revised Fence Design Drawings pursuant to Boeing Letter SBIDC-SNB-08-0002 dated 4 January 2008; referenced as Acceptance Protocol Annex7:Shortage No.SBI121207-2 and SBI121207-3; and provided in PIMS data record 000538.

3. Period of Performance is extended from December 31, 2007 to March 31, 2008.

4. The Contracting Officer's Technical Representative (COTR) is hereby changed from (b) (6) to (b) (6)

5. Contract price remains unchanged. The Task Order is fully funded.

6. The changes, clauses, terms, and conditions specified in this modification apply to Task Order HSBP1007J14218 exclusively, and shall not be construed to apply or not apply to any other existing or planned Task Order under HSBP1006D01353.

[End of Modification]

**The Boeing Company Secure Border Initiative (SBI)*net*  
Barry M. Goldwater (BMGR) Project 37 Barrier Completion  
Performance Work Statement (PWS)**

**1.0 Background**

Achieving operational control of the border of the United States of America (USA) is one of the key mission objectives of the Department of Homeland Security (DHS). Managing, securing, and controlling the border requires determining the optimum mix of personnel, technology, infrastructure, and response platforms to achieve maximum tactical and strategic advantage in each unique border environment, that will significantly reduce the probability of illegal entries and successful cross-border violations into the USA and maintain control of the border. A systematic approach will deploy and integrate systems and services in stages, allowing each stage to build on the success of earlier stages. In accordance with The Boeing Company (Boeing) SBI*net* Concept of Operations, Boeing will implement a project to complete installation of vehicle and pedestrian barriers essential to operational control of the southern border in the Barry M. Goldwater Range (BMGR) area of the Yuma sector. The exact mileage is anticipated to be less due to geographical obstacles – approximately twenty-two and one tenth (22.1) miles of bollards and thirty and one tenth (30.1) miles of fence.

**2.0 Scope**

This Performance Work Statement (PWS) delineates the activities and services to be performed to install 23 miles of permanent vehicle barriers and 31 miles of pedestrian fence panels atop the permanent vehicle barriers of this task order and those permanent vehicle barriers installed in the BMGR Project 37 Initial Section Task Order not covered with fence panels on the US / Mexico border in the Yuma Sector across the western edge of the Barry M. Goldwater Range. This task order, when combined with the items installed as part of the BMGR Project 37 Initial Section task order, will result in a total of 32 miles of metal fin pipe foundation permanent vehicle barriers with 32 miles of pedestrian fence panels installed atop those permanent vehicle barriers.

The scope of this project includes all of the resources, skills, and authority necessary for the contractor to achieve the objectives of the BMGR Project 37 Barrier Completion. This includes: coordination with the SBI*net* Program Management Office (PMO), assignment of a contractor deployment director; BMGR Project 37 Barrier Completion project coordination; on-site scheduling, coordination, and administration; implementation and maintenance of a Safety and Security Plan that addresses the security of all personnel and equipment at the site; environmental support; design drawings; surveys; as-built documentation; and warranty. All efforts under this Task Order are to be completed no later than 30 October 2007, with the pedestrian and vehicle barrier completed no later than 30 September 2007.

### **3.0 Work to be Performed**

Boeing shall provide permanent vehicle barrier topped with a pedestrian fence along the national border at a to-be-determined setback distance to provide a total distance of 32 miles of installed pedestrian fence and 32 miles of installed permanent vehicle barrier upon completion of this task order when combined with quantities installed in the BMGR Project 37 Initial Section task order. The fence / barrier combination will be installed to tie into the termination point of work completed as part of the BMGR Project 37 Initial Section task order and proceed to the east to provide an additional 23 miles of permanent vehicle barriers and 31 miles of pedestrian fence panel miles along the border.

Boeing shall provide environmental services; including providing support as requested by DHS relating to the IBWC review process. This work shall include evaluations of material access roads, and the subsequent relocation of native vegetation from material access roads. The support shall include coordinating with project designers, engineers and construction contractors to ensure that mitigation measures identified in the 2005 BMGR Final EA and FONSI and related documents are implemented. Boeing shall ensure compliance with the MCAS environmental protection requirements. Boeing shall conduct regular field inspections at staging and construction areas. Boeing shall provide expert advice by providing analysis, technical guidance, and recommendations on both the appropriate process requirements and all relevant issues and impact assessments. Boeing shall also assist with the administrative process of preparing and completing any necessary documentation.

### **4.0 Project Management**

Boeing shall perform the following Project Management activities in support and performance of BMGR Project 37 Barrier Completion.

Boeing shall maintain a BMGR Project 37 Barrier Completion Project Management presence at a mutually agreed upon location and provide key BMGR Project 37 Barrier Completion staff. Boeing shall ensure that on-site Project Management has the necessary resources, skills, and authority to manage the BMGR Project 37 Barrier Completion at the site level. At a minimum, Boeing will provide an on-site project manager and engineer.

Weekly Project management meetings shall be held as required.

Weekly status reports providing the number of bollards and fence panels installed in the current period and the cumulative total shall be provided to COTR or the COTR's designee via e-mail.

The contractor shall provide on-site coordination and administrative support to execute the BMGR Project 37 Barrier Completion.

For meetings and reviews, Boeing shall take notes, record and track action items and issues.

At the close of the meeting or review, Boeing and the senior Government representative present shall agree upon action items and issues. Boeing shall provide either electronic copies or online access within a common Government/Contractor database within 96 hours of the meeting. All action items are to be approved by the Contractor's Project Manager and the Government's Contracting Officer's Technical Representative or his designee. Boeing shall ensure that BMGR Project 37 Barrier Completion performance is rolled-up into the monthly program management reviews for the overall *SBlnet* deployment.

Boeing shall ensure that it has all the necessary access, permits, and licenses in place to deliver the items defined in the BMGR Project 37 Barrier Completion.

The determination and waiver issued by the Secretary of Homeland Security on January 12, 2007 and published in the Federal Register (72 FR 2535) on January 19, 2007 pertaining to the BMGR shall remain applicable to the BMGR Project 37 Barrier Completion effort.

Boeing shall provide a BMGR Project 37 Barrier Completion Deployment Plan.

Boeing shall work with CBP to establish a Safety and Security Plan for the BMGR Project 37 Completion that addresses the security of personnel and equipment at the site. (b) (7)(E)

(b) (7)(E)

## **5.0 Business Management**

Boeing shall perform the following Business Management activities in support and performance of the BMGR Project 37 Barrier Completion.

Boeing shall provide project-level integrated plans, schedules, and budgets to the *SBlnet* Program Management Office (PMO). Performance status will be provided monthly in a Cost Performance Report (CPR) with simplified reporting levels and earned value methods. Earned Value requirement will not be flowed to the suppliers as the suppliers will be firm-fixed-price.

Boeing shall designate a Contracts Administrator as the single point of contact for contractual matters. The Contract administrator shall have the responsibility and authority to represent and commit Boeing's organization on contract-related program issues. Boeing shall issue work authorizations as required to distribute work packages across the company's business units in accordance with the program plan.

Contracts administrator manager shall perform general contract administration support during the period of performance of the program. The administrator shall serve as the customer focal point for contractual matters. The administrator shall support program reviews. The administrator shall issue and track correspondence items (incoming and outgoing) and submit any additional

proposals and/or Engineering Change Proposals. The administrator shall perform obligation analysis to assess the impact of change activity with regard to scope, change board activities, funding requirements, and export compliance activities.

## **6.0 Supplier Management and Procurement**

Boeing shall provide direction for suppliers working on-site. Boeing shall monitor, control, and report the plans, schedules, budgets, and variances associated with suppliers working on BMGR Project 37 Barrier Completion in support of contract-level performance reviews. Boeing shall report on supplier performance and achievements against the relevant BMGR Project 37 Barrier Completion schedule and cost metrics.

## **7.0 Risk Management**

Boeing shall implement proactive risk management on the BMGR Project 37 Initial Section in accordance with an approved update to the contract-level Risk Management Plan (RMP), tailored to the *SBI*net program objectives. Boeing shall ensure that project risks are actively managed by the BMGR Project 37 Barrier Completion Project Management Office, along with the *SBI*net PMO risk manager, and also reviewed at the contract-level Risk Management Board for overall *SBI*net impacts and lessons learned. Boeing shall link the BMGR Project 37 Barrier Completion risks into the contract level risk database to provide CBP with both a standalone BMGR Project 37 Barrier Completion risk assessment as well as an overall *SBI*net risk assessment. Boeing shall provide an overview of the management of BMGR Project 37 Barrier Completion risks, issues, and mitigation plans, status of mitigation efforts, and results of mitigation at each Monthly Program Review and the monthly Risk Management Board meetings and include them as part of the monthly Program Report.

## **8.0 System Engineering**

Boeing shall provide the resources and skills necessary to assure the implementation, inspection and acceptance of the deliverables of the Barrier Completion of BMGR are in accordance with the detailed design and the acceptance plan.

Boeing shall maintain configuration identification, configuration/change control, configuration status accounting, and configuration audits of deliverables for the BMGR Project 37 Barrier Completion and enter this data into its *SBI*net database.

Boeing shall provide Detailed Design documentation packages at project completion.

Boeing shall provide warranty support for items delivered and installed for the BMGR Project 37 Barrier Completion.

**9.0 Performance Standards**

Boeing shall perform to the standards identified in Figure1, Performance Standards, with a goal to achieve such performance levels. These performance results can be utilized as factors in baseline system performance for future task orders.

Performance parameters and standards in Figure1 were identified in the CBP Statement of Objectives (SOO) dated December 7, 2006. Clarification of weight of vehicle and fence cutting were added by Boeing. Parameters from the SOO that are non-applicable for the items deployed in BMGR Project 37 Barrier Completion are shown as not applicable (N/A).

Boeing shall identify geographical areas where fence installation may not be feasible or practical for the balance of BMGR project. Provide graphical layout, i.e., map.

Parameter	Goal	Threshold
Miles of vehicle barrier	(b) (7)(E)	(b) (7)(E)
Miles of hybrid vehicle barrier / fence	(b) (7)(E)	(b) (7)(E)
Fence Height	(b) (7)(E)	(b) (7)(E)
Stop (b) (7)(E) pound vehicles traveling up to	(b) (7)(E)	(b) (7)(E)
Time required for single individual to cut a (b) (7)(E)	(b) (7)(E)	(b) (7)(E)
Mean Time Between Routine Maintenance (including servicing equipment)	(b) (7)(E)	(b) (7)(E)

**Figure 1 Performance Standards**

**10.0 Contract Deliverables**

**Deliverable List and Schedule**

Boeing shall deliver the hardware and support to provide and install twenty-two and one-half (22.5) miles of permanent vehicle barrier and thirty and one-half (30.5) miles of pedestrian fence panels installed atop the permanent vehicle barrier installed as part of this task order and the BMGR Project 37 Initial Section task order in accordance with the Integrated Master Schedule (IMS). Hardware shall include one-half (0.5) miles of spare permanent vehicle barriers and pedestrian fence panels.

A list of Contract Data Requirements is shown in Figure 2. All CDRLs shall be provided in Contractor format unless Data Item Description is provided. The CO and/or COTR shall have half the time period, or as mutually agreed upon, between submittal due dates of a CDRL for their review and comments to be provided to the contractor for further incorporation into the next CDRL revision. As an example, CDRL D001, Project Management Plan, after the initial submittal (20 DARO), the CO and/or COTR shall provide their comments within ten days of initial CDRL submittal for incorporation into the subsequent submittal due 40 DARO. If such review and comments are not provided in the allotted time the next submission date will be extended by an equivalent amount of time.

Amendments to the Integrated Master Schedule (IMS) will be made to incorporate the BMGR Project 37 Barrier Completion schedule.

**11.0 Acceptance**

All deliverables are subject to review and acceptance by the CO / COTR. The acceptance for BMGR Project 37 Barrier Completion product deliverables will be per the System Acceptance Plan (SAP) as reviewed and approved by the CO / COTR on December 13, 2007. Any exceptions to the above-mentioned requirements are contained in the List of Shortages and Non-compliances, Annex 7 of the SAP. Criteria for closure of each shortage or non-compliance are specified within Annex 7, detailed shortage or non-compliance. Correction and closure of each shortage or non-compliance shall be accomplished within the specified period of performance for this task order and must be certified for acceptance by the buyer. In accordance with the Schedule clause of this contract, Buyer authorizes and encourages Seller to deliver the goods earlier than the scheduled delivery dates incorporated in this contract. Acceptance testing shall be performed in accordance with the System Acceptance Plan. These documents will be modified as required for follow on BMGR task orders to minimize duplication of effort.

System Acceptance is comprised of the customer review and approval of Boeing evidence of completion of assigned tasks and deliverable item compliance to performance standards in Figure 1, Performance Standards, and subcontractor completion of tasks and delivery of end items as evidenced by Boeing presentation of subcontractor acceptance package items.

ID Number	Deliverable Name	Frequency of Delivery	
		Initial	Subsequent
D001-BC	Project Management Plan (Update)	20 DARO	60 DARO
D012-BC	Project Schedule	20 DARO	60 DARO
D007-BC	Progress Report to Schedule metrics	30 DARO	60 DARO
D030-BC	Deployment Plan	30 DARO	60 DARO
D009-BC	Risk Tracking Documents	30 DARO	60 DARO
D037-BC	Bill Of Materials	February 29, 2008	90 DARO
D036-BC	Design Drawings	February 29, 2008	Project Completion
D046-BC	Warranties	Upon Final Acceptance	N/A

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		Frequency of Delivery	
D049-BC	As-Built Documentation	30 Days After Sys Acceptance Review	As Required Acceptance Review
D041-BC	System Acceptance Plan	Final acceptance will be comprised of the Acceptance Protocol executed 12/13/2007 and acceptance sign off for each shortage item individually.	As Required

**Figure 2 BMGR Project 37 Barrier Completion CDRL Schedule**

**12.0 Period of Performance End Date**

The period of performance for completion of BMGR Project 37 Barrier Completion is 30 October 2007. The barrier shall be completed by 31 March 2008.

**13.0 Contracting Officer's Technical Representative (COTR)**

The COTR for this Task Order is: (b) (6) (b) (6) facsimile (202) 344-2480, and email (b) (6)

**14.0 Travel**

Boeing will comply with the requirements of the IDIQ contract HSBP1006D01353.

**15.0 Government Furnished Information (GFI), Government Furnished Material (GFM), and Government Furnished Property (GFP), Access to Government Facilities**

GFI, GFM, and GFP under this Task Order is in accordance with the table below:

Type	Item	Due to Boeing
Access	Construction Site Access	5/21/07

The Government shall provide Boeing with access to Government facilities necessary for the performance of this Task Order. Boeing shall request access to Government facilities by written notification to the COTR not less than five (5) business days in advance of when access is required. The COTR shall notify

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Boeing of access approval, and access conditions within three (3) business days of acknowledged receipt of the Boeing request.



**U.S. Customs and  
Border Protection**

Date: January 8, 2008 (b) (6)  
To: (b) (6) (b) (6)  
From: Jeffrey Gwilliam  
Subject: Designation of C (b) (6) Representative (COTR) In  
support of Task Order HSBP1007J14218

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In accordance with the procurement policies and procedures contained in the Department of Homeland Security Acquisition Manual (HSAM), a Contracting Officer's Technical Representative (COTR) shall be designated to monitor contract performance and other contract administration duties associated with the award of a formal contract.

You are hereby designated as the COTR in connection with the technical phases of subject contract. Listed below are the designated areas of responsibility.

**A. DESIGNATION OF COTR**

This designation sets forth in detail the full extent of the COTR's authority and limitations therein. The designation does not change or supersede the established line of authority and/or responsibility of any organization. Changes in the designation COTR will be made by modification to the contract and letter designation as the need arises. This designation appointment COTR applies to the subject contract only, and shall terminate on completion of the contract, unless sooner terminated in writing by the Contracting Officer or his/her successor, or by reason of your reassignment.

**B. SCOPE AND SPECIFIC RESPONSIBILITIES**

This designation is specifically limited to the responsibilities and authority contained herein and does not serve to confer authority to grant deviation from contract provisions. Extreme care should be taken by the COTR in the preparation of instructions to the Contractor to ensure that subject matter does not alter the terms and conditions of the contract.

Your specific duties include the following:

1. Monitoring the vendor's performance of the technical requirements to assure that performance is strictly within the scope of the contract;
2. Coordinating with the Contracting Officer and the Program Office on actions relating to funding and changes in the scope of work;

3. Referring to the Contracting Officer those matters, other than purely technical problems, which may effect the performance of the contract;
4. Confirming all significant technical instructions to the Contractor;
5. Assuring that all changes in the work or services, and resulting effects on delivery schedule, are formally effected by written modification issued by the Contracting Officer before the Contractor proceeds with the changes;
6. Assuring prompt review of draft reports and providing approval to the Contractor so that the distribution of the reports can be within the specified completion date of the contract, and assuring that adequate records of the inspection and testing period are kept so that acceptance can be made and the contractor paid. Acceptance shall be made by the COTR or designated representative(s); rejections, if necessary will be made by the Contracting Officer;
7. Reviewing the vendor invoices to ensure that they reflect accurately the work completed in accordance with the requirements of the contract and certifying acceptance;
8. Informing the Contracting Officer when a Contractor is known to be behind schedule, with the therefore, and coordinating with the Contracting Officer to determine necessary corrective action to restore that contract schedule;
9. Furnishing to the Contracting Officer a copy of Government/Contractor conference reports and correspondence, and coordinating with the Contracting Officer the content of any contractually significant correspondence addressed to the Contractor in order to prevent possible misunderstanding or the creation of a condition that may be made by the basis of a later claim. All correspondence addressed to the Contractor will be signed by the Contracting Officer;
10. Requesting the Contracting Officer to authorize Government-furnished property and, when requested by the Contracting Officer, furnishing disposition advice on Government-furnished property or contractor acquired property;
11. Maintaining a contract working file;
12. Furnishing the Contracting Officer a notice of satisfactory or unsatisfactory completion;
13. Reporting to the Contracting Officer and Legal Counsel suspected procurement frauds, bribery, conflicts of interest and/or any other improper conduct;
14. Reviewing and submitting recommendations to the Contracting Officer on subcontracts with respect to their relationship with the prime contract;
15. Forwarding to the Contracting Officer, the Contractor's requests for public release of information regarding work being performed under the contract;

16. Notifying the Contracting Officer of inventions by the Contractor during the performance of the contract;
17. Furnishing the Contracting Officer a formal request for termination, when required; and
18. Evaluating the Contractor's request for travel.

**C. EXCLUSIONS FROM COTR RESPONSIBILITIES**

The COTR is expressly excluded from performing or being responsible for the following:

1. Modifying the stated terms and conditions as set forth in the contract;
2. Approving items of cost not specifically authorized by the contract;
3. Issuing instructions to contractors to start and/or stop work;
4. Directing changes;
5. Executing supplemental agreements;
6. Rendering a decision on any dispute on any question of fact under the Disputes provision of the contract;
7. Taking any action with respect to termination, except notifying the Contracting Officer;
8. Authorizing the delivery or disposition of Government-furnished property not specifically authorized by the contract;
9. Giving guidance to Contractors, either orally or in writing, which might be interpreted as a change in the scope of terms of the contract; and
10. Discussing procurement plans and/or any other advance information that might provide preferential treatment to one firm over another when a solicitation is issued for competitive procurement.

Violation of the foregoing may give the appearance that the Government is not acting in good faith. Commitments made to Contractors by other than the duly appointed Contracting Officer(s) can result in formal protests by other companies, embarrassment to the Department and Agency involved, criticism by the General Accounting Office and possible monetary loss to the individual and firm involved.

Acknowledgement: Designation of Contracting Officer's Technical Representative (COTR)  
In support of Task Order HSBP1007J14218 under Contract HSBP1006D01353

Signature: (b) (6)

Name: (b) (6)

Title: Systems Engineer (Program Manager)

Date: 11 Jan 2008

The COTR shall retain one copy of this letter, and shall return one copy to the Contracting Officer within 10 days of receipt, for placement in the contract file.