

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1   3	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFF. DATE 09-30-2008	4. REQUISITION/PURCHASE REQ. NO. 0020K40797	5. PROJECT NO. (If applicable)	
6. ISSUED BY Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW Room 7.2A Washington DC 20229		CODE 7014	7. ADMINISTERED BY (If other than Item 6) Dept of Homeland Security Customs and Border Protection SBI Acquisition Office Room 7.2A 1300 Pennsylvania Ave. NW Washington DC 20229		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) ORGANIZATIONAL STRATEGIES INC  22M CRYSTAL DR SUITE 1116 ARLINGTON VA 22202-3711			9A. AMENDMENT OF SOLICITATION NO.		
CODE 015260870			FACILITY CODE		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. / HSHBP120RF21R62		
			10B. DATED (SEE ITEM 13) 09/29/2008		

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)  
See Attached.

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 data, 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: FAR 42.243-3, Changes - Time-and-Materials or Labor-Hours
D. OTHER (Specify type of modification and authority)	
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> 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 modification is to (A) change the structure of the Contract Line Item Numbers (CLINs); (B) extend the base period of performance and revise the option period of performance; (C) add additional funds to the task order to cover the extension of the base period and re-estimate the value of the option period; and (D) to designate a new Contracting Officer's Technical Representative (COTR).

A. The CLIN structure of the task order is changed as follows:

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>(b)(4), (b)(6)</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gail L. Strickland Contracting Officer	
15B. CONTRACTOR/OFFEROR <b>(b)(4), (b)(6)</b>		16B. BY <b>(b)(6)</b>	
15C. DATE SIGNED BY 9/26/08		16C. DATE SIGNED 9/26/08	

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation**

1. CONTRACT ID CODE

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

## Original Structure

00010: Contract Support Services (Base)

10010: Contract Support Services (Option)

## Revised Structure

00010: Contract Support Services (Base)

00020: Contract Support Services (Base Extension)

10010: Contract Support Services (Option).

B. The periods of performance for the CLINs under this task order are changed as follows:

## Original Periods

00010: July 15, 2008 through September 30, 2008

10010: October 1, 2008 through December 31, 2008

## Revised Periods

00010: July 15, 2008 through September 30, 2008

00020: October 1, 2008 through October 31, 2008

10010: November 1, 2008 through December 31, 2008.

C. Funding is added to the base period CLINs (and estimated for the option period CLINs) as follows:

## CLIN 00010

Prior Total: \$ 1,642,494.59

Additional Funding: \$ 0.00

Revised Total: \$ 1,642,494.59

## CLIN 00020

Prior Total (did not exist): \$ 0.00

Additional Funding: \$ 694,870.40

Revised Total: \$ 694,870.40

## Total Base Period (CLIN 00010 + 00020)

Prior Total of Base Period Funding: \$ 1,642,494.59

Total Increase in Base Period Funding: \$ 694,870.40

Revised Total of Base Period Funding: \$ 2,337,364.99

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation**

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

CLIN 10010

Prior Total (Oct through Dec):	\$	3,101,001.42
Reduction for Base Extension (Oct):	(\$	694,870.40)
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Revised Total (Nov through Dec):	\$	2,406,131.02.

D. Task order clause A.7, 48 CFR 1052.201-70 Contracting Officer's Technical Representative (COTR) Designation and Authority, is hereby replaced in its entirety with the following:

A.7 3052.242-72 Contracting Officer's Technical Representative (Dec 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

[End of Clause]

Written notice of the change in COTR from (b) (6) to (b) (6) is attached to this modification as Attachment 1.

E. This modification was coordinated by the following individuals: Gail Strickland (Secure Border Initiative (SBI) Acquisition Office), (b) (6) (SBI Acquisition Office), (b) (6) (SBI Acquisition Office), (b) (6) (SBI Program Executive Office), and (b)(4), (b)(6) (b)(4), (b)(6)

F. All other terms and conditions remain unchanged.

**ATTACHMENT INFORMATION  
FOR  
AWARD/ORDER/IA HSBP1208F21862, MODIFICATION P00002**

**SCHEDULE OF SUPPLIES/SERVICES**

<b>Item Number:</b>	<b>00010</b>	<b>Line Item (Priced/Information/Option):</b>	<b>P</b>
<b>Supplies/Services:</b>	Contract Support Services (Base) Period of Performance Covered: July 15, 2008 through September 30, 2008		
	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>
	1	AU	\$1,642,494.5900
			<b>Ext. Price</b>
			\$1,642,494.5900
<b>Item Number:</b>	<b>00020</b>	<b>Line Item (Priced/Information/Option):</b>	<b>P</b>
<b>Supplies/Services:</b>	Contract Support Services (Base Extn) Period of Performance Covered: October 1, 2008 through October 31, 2008		
	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>
	1	AU	\$694,870.4000
			<b>Ext. Price</b>
			\$694,870.4000
<b>Item Number:</b>	<b>10010</b>	<b>Line Item (Priced/Information/Option):</b>	<b>O</b>
<b>Supplies/Services:</b>	Contract Support Services (Option) Period of Performance Covered: November 1, 2008 through December 31, 2008		
	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>
	1	AU	\$2,406,131.0200
			<b>Ext. Price</b>
			\$2,406,131.0200
<b>Total Funded Contract Value:</b>			<b><u>\$2,337,364.9900</u></b>

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**ACCOUNTING AND APPROPRIATION INFORMATION**


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**Item:** 00010    6100.2525USCSGLCS0900009000Z00008173SB01 SB1002525    **Amount** \$1,642,494.590

**Item:** 00020    6100.2525USCSGLCS0900009000Z00008173SB01 SB1002525    **Amount** \$694,870.4000

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**DELIVERY SCHEDULE**


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**Deliver To:**

1300 Pennsylvania Avenue, NW  
Washington, D.C. 20229

**Instructions:**

<b>Item</b>	<b>Quantity</b>	<b>Delivery Date</b>	<b>Recipient</b>	<b>Unloading PT.</b>
00010	1	09/30/2008		
00020	1	10/31/2008		
10010	1	12/31/2008		

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**A.1 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)**

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

[End of Clause]

**Attachment 1**

**Secure Border Initiative (SBI)**

**Management, Engineering,  
Acquisition, and Technical Services  
Contractor: Organizational Strategies, Inc.**

**Contracting Officer's  
Technical Representative (COTR)  
Designation Memorandum**

**GSA Schedule #: GS-00F-0034L  
Task Order #: HSBP1208F21862  
Modification #: P00002**



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

DATE: September 29, 2008

MEMORANDUM FOR: (b) (6)

FROM: Gail Strickland (b) (6)  
Contracting Officer  
Assistant Director  
Secure Border Initiative Acquisition Solutions Division

SUBJECT: Designation of Contracting Officer's Technical Representative  
(COTR) for Task Order HSBP1208F21862 for Management,  
Engineering, Acquisition, and Technical Services

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. For the purposes of this memorandum, the terms "contract" and "task order" shall be used interchangeably.

You are hereby designated as the COTR in connection with the technical phases of subject task order. 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 of COTR will be made by modification to the contract and letter designation as the need arises. This designation appointment of 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 insure 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, 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 Government Accountability Office, and possible monetary loss to the individual and firm involved.

**ACKNOWLEDGEMENT (COTR)**

I, the undersigned, hereby acknowledge my receipt and understanding of the COTR's roles and responsibilities as detailed above, and confirm my acceptance of this designation for the subject contract.

Signature: (b) (6) \_\_\_\_\_

Printed Name: (b) (6) \_\_\_\_\_

Title: Management Analyst

Date: 9-29-08

Phone Number: (b) (6) \_\_\_\_\_

Email Address: (b) (6) @dhs.gov

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.

**ACKNOWLEDGEMENT (Contractor)**

As the contractual representative of the organization listed below, I, the undersigned, hereby acknowledge receipt and understanding of this memorandum, and confirm that I have been notified regarding who shall be the Contracting Officer's Technical Representative (COTR) for the subject contract.

Signature: **(b)(4), (b)(6)**

Printed Name: **(b)(4), (b)(6)**

Contractor Organization: OSI

Title: **(b)(4), (b)(6)**

Date: 9/26/08