



U.S. Customs and Border Protection

December 17, 2010

TO: (b) (6)
Contracting Officer Technical Representative (COTR) (Primary)

FROM: Perry L. Smith (b) (6)
Contracting Officer
Secure Border Initiative (SBI)-Enterprise Contracting Office (ECO)

SUBJECT: Contracting Officer's Technical Representative (COTR) Appointment
(Primary)

You are hereby appointed as the COTR in connection with the technical phases of ManTech- PMOSS HSBP1010D02337-HSBP1010J28985 the contractor shall provide support in all aspects of planning, developing, coordinating, managing and implementing program and project management processes, tools and procedures for U.S. Customs and Border Protection (CBP) - Secure Border Initiative (SBI).

A. DESIGNATION OF COTR

This COTR appointment applies only to the contract noted above and is effective on the acknowledgement date of this letter. This appointment may be terminated by the Contracting Officer based upon your reassignment, at completion of the contract, or upon termination of contract performance.

Designated COTR appointment changes will be made, as the need arises, by written modification to the contract and receipt of COTR acknowledgment from a newly appointed COTR.

B. SCOPE OF SPECIFIC RESPONSIBILITIES

COTRs must be cognizant of specific responsibilities including, but not limited to, the following:

- (1) Ensuring contractor employee completion of DHS Form 11000-6, Non-Disclosure Agreement when determined appropriate. (Refer to DHS Management Directive 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information);
- (2) Monitoring the contractor's performance of the technical requirements to assure performance is strictly within the scope of the contract;
- (3) Confirming all significant technical instructions to the contractor;

- (4) Providing suggestions to the Contracting Officer for improvements and changes that would facilitate better work performance or streamline processes to the advantage of the Government and/or contractor;
- (5) Coordinating with the Contracting Officer and program office actions relating to funding and changes in the scope of work;
- (6) Assuring 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;
- (7) Assuring prompt review of draft reports and approval of final reports to the contractor to assist with meeting the specified completion date in the contract, and assuring prompt inspection and acceptance, or rejection of deliverables. Acceptance or rejection of deliverables may be made by the COTR or designated representative. Rejection of deliverables must be coordinated with the Contracting Officer for disposition of a modified delivery schedule in accordance with the terms and conditions the contract;
- (8) Maintaining a contract working file;
- (9) Referring to the Contracting Officer those matters, other than purely technical problems which may affect contract performance;
- (10) Informing the Contracting Officer when the contractor is known to be behind schedule, with the reasons therefore, and coordinating with the Contracting Officer corrective action(s) necessary to restore the contract schedule;
- (11) Furnishing to the Contracting Officer a copy of Government contractor conference reports and correspondence and coordinating with the Contracting Officer on the content of any contractually significant correspondence addressed to the contractor. These steps will be taken to prevent possible misunderstanding or the creation of a condition that may become the basis for a claim;
- (12) Obtaining the Contracting Officer's signature on all correspondence requiring specific contractor performance (except as stated in the contract terms and conditions) and furnishing a copy to the Contracting Officer for the official contract file;
- (13) 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;
- (14) Monitoring financial management controls with respect to the allocation of appropriated dollars under the designated contract;
- (15) Evaluating the contractor's performance at the time work under the contract is completed or at each option year, if the contract exceeds one year;

- (16) Reporting to the Contracting Officer and legal counsel any suspected procurement fraud, waste, abuse, bribery, conflicts of interest, and other improper conduct;
- (17) Reviewing and submitting recommendations to the Contracting Officer on subcontracts, considering the privity of contract that exists between the prime contractor and subcontractor;
- (18) Ensuring that the contractor submits proper security clearance forms, as required by the contract, and coordinating with the appropriate office(s);
- (19) Assuring the contractor has a current facility clearance, as well as other appropriate clearances for contractor personnel to have access to classified material, as soon as it is determined that access to classified material will be required;
- (20) Coordinating CBP Form 242, Contractor Employee Separation Clearance to ensure that proper CBP offices are notified of departing contractor employees during contract performance and at contract conclusion. This action facilitates collection of badges, cancellation of systems access and security clearance;
- (21) Recommending approval or disapproval to the Contracting Officer concerning a contractor's request for public release of information regarding work being performed under the contract;
- (22) Notifying the Contracting Officer of inventions by the contractor during the performance of the contract;
- (23) Furnishing the Contracting Officer with a formal request for termination, when required;
- (24) Evaluating contractor requests for travel and extended hours;
- (25) Reviewing contractor invoices for accuracy of work completed in accordance with contract requirements and certifying acceptance or rejection; and
- (26) Responding to Contracting Officer's requests for information relating to contract closeout, including furnishing the Contracting Officer with notice of satisfactory or unsatisfactory completion.

C. EXCLUSIONS FROM COTR RESPONSIBILITIES

COTRs are expressly excluded from performing or being responsible for the following:

- (1) Making commitments or promises to the contractor relating to award of contracts;
- (2) Writing contract requirements around the product or capacity of one source;
- (3) Soliciting proposals;

- (4) Modifying the stated terms of the contract;
- (5) Directing the contractor to begin work prior to the contract award date;
- (6) Issuing instructions (oral or written) to the contractor to start or stop work;
- (7) Approving items of cost not specifically authorize by the contract;
- (8) Directing changes (oral or written);
- (9) Executing supplemental agreements;
- (10) Negotiating;
- (11) Rendering a decision on any dispute or question of fact under the Disputes clause of the contract;
- (12) Taking any actions with respect to termination, except to notify the Contracting Officer that the action is desired and to assist with the process as requested;
- (13) Authorizing delivery or disposition of government-furnished property not specifically authorized by the contract;
- (14) Providing guidance to the contractor, either orally or in writing, which might be interpreted as a change in the scope or terms of the contract; and
- (15) Discussing procurement plans or any other advance information that might provide preferential treatment to one firm over another when a solicitation is issued for a competitive procurement.

Please acknowledge agreement with the terms of this appointment by signing your name and printing your title and the date in the spaces below. After completing the acknowledgment, make a copy of this appointment and forward the original signed copy to me by December 20, 2010.

If you have questions, please contact me by phone at : (b) (6).

ACKNOWLEDGEMENT

(b) (6)

NAME: (b) (6) , COTR

TITLE: Supervisory Management & Program Analyst

DATE: December 17, 2010



U.S. Customs and Border Protection

December 22, 2010

TO: (b) (6)
Contracting Officer Technical Representative (COTR) (Alternate)

FROM: Perry L. Smith
Contracting Officer
Secure Border Initiative (SBI)-Enterprise Contracting Office (ECO)

SUBJECT: Contracting Officer's Technical Representative (COTR) Appointment
(Alternate)

You are hereby appointed as the Alternate COTR in connection with the technical phases of ManTech- PMOSS HSBP1010D02337-HSBP1010J28985 the contractor shall provide support in all aspects of planning, developing, coordinating, managing and implementing program and project management processes, tools and procedures for U.S. Customs and Border Protection (CBP) - Secure Border Initiative (SBI).

A. DESIGNATION OF Alternate COTR

This COTR appointment applies only to the contract noted above and is effective on the acknowledgement date of this letter. This appointment may be terminated by the Contracting Officer based upon your reassignment, at completion of the contract, or upon termination of contract performance.

Designated COTR appointment changes will be made, as the need arises, by written modification to the contract and receipt of COTR acknowledgment from a newly appointed COTR.

B. SCOPE OF SPECIFIC RESPONSIBILITIES

COTRs must be cognizant of specific responsibilities including, but not limited to, the following:

- (1) Ensuring contractor employee completion of DHS Form 11000-6, Non-Disclosure Agreement when determined appropriate. (Refer to DHS Management Directive 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information);
- (2) Monitoring the contractor's performance of the technical requirements to assure performance is strictly within the scope of the contract;
- (3) Confirming all significant technical instructions to the contractor;

- (4) Modifying the stated terms of the contract;
- (5) Directing the contractor to begin work prior to the contract award date;
- (6) Issuing instructions (oral or written) to the contractor to start or stop work;
- (7) Approving items of cost not specifically authorize by the contract;
- (8) Directing changes (oral or written);
- (9) Executing supplemental agreements;
- (10) Negotiating;
- (11) Rendering a decision on any dispute or question of fact under the Disputes clause of the contract;
- (12) Taking any actions with respect to termination, except to notify the Contracting Officer that the action is desired and to assist with the process as requested;
- (13) Authorizing delivery or disposition of government-furnished property not specifically authorized by the contract;
- (14) Providing guidance to the contractor, either orally or in writing, which might be interpreted as a change in the scope or terms of the contract; and
- (15) Discussing procurement plans or any other advance information that might provide preferential treatment to one firm over another when a solicitation is issued for a competitive procurement.

Please acknowledge agreement with the terms of this appointment by signing your name and printing your title and the date in the spaces below. After completing the acknowledgment, make a copy of this appointment and forward the original signed copy to me by December 23, 2010.

If you have questions, please contact me by phone at : (b) (6)

ACKNOWLEDGEMENT

NAME: (b) (6) _____, COTR

TITLE: Program Analyst (Sub-COTR)

DATE: 22 Dec 10

- (4) Providing suggestions to the Contracting Officer for improvements and changes that would facilitate better work performance or streamline processes to the advantage of the Government and/or contractor;
- (5) Coordinating with the Contracting Officer and program office actions relating to funding and changes in the scope of work;
- (6) Assuring 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;
- (7) Assuring prompt review of draft reports and approval of final reports to the contractor to assist with meeting the specified completion date of the contract, and assuring prompt inspection and acceptance, or rejection of deliverable. Acceptance or rejection of deliverables may be made by the COTR or designated representative. Rejection of deliverables must be coordinated with the Contracting Officer for disposition of a modified delivery schedule in accordance with the terms and conditions the contract;
- (8) Maintaining a contract working file;
- (9) Referring to the Contracting Officer those matters, other than purely technical problems which may affect contract performance;
- (10) Informing the Contracting Officer when the contractor is known to be behind schedule, with the reasons therefore, and coordinating with the Contracting Officer corrective action(s) necessary to restore the contract schedule;
- (11) Furnishing to the Contracting Officer a copy of Government contractor conference reports and correspondence and coordinating with the Contracting Officer on the content of any contractually significant correspondence addressed to the contractor. These steps will be taken to prevent possible misunderstanding or the creation of a condition that may become the basis for a claim;
- (12) Obtaining the Contracting Officer's signature on all correspondence requiring specific contractor performance (except as stated in the contract terms and conditions) and furnishing a copy to the Contracting Officer for the official contract file;
- (13) 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;
- (14) Monitoring financial management controls with respect to the allocation of appropriated dollars under the designated contract;
- (15) Evaluating the contractor's performance at the time work under the contract is completed or at each option year, if the contract exceeds one year;

- (16) Reporting to the Contracting Officer and legal counsel any suspected procurement fraud, waste, abuse, bribery, conflicts of interest, and other improper conduct;
- (17) Reviewing and submitting recommendations to the Contracting Officer on subcontracts, considering the privity of contract that exists between the prime contractor and subcontractor;
- (18) Ensuring that the contractor submits proper security clearance forms, as required by the contract, and coordinating with the appropriate office(s);
- (19) Assuring the contractor has a current facility clearance, as well as other appropriate clearances for contractor personnel to have access to classified material, as soon as it is determined that access to classified material will be required;
- (20) Coordinating CBP Form 242, Contractor Employee Separation Clearance to ensure that proper CBP offices are notified of departing contractor employees during contract performance and at contract conclusion. This action facilitates collection of badges, cancellation of systems access and security clearance;
- (21) Recommending approval or disapproval to the Contracting Officer concerning a contractor's request for public release of information regarding work being performed under the contract;
- (22) Notifying the Contracting Officer of inventions by the contractor during the performance of the contract;
- (23) Furnishing the Contracting Officer with a formal request for termination, when required;
- (24) Evaluating contractor requests for travel;
- (25) Reviewing contractor invoices for accuracy of work completed in accordance with contract requirements and certifying acceptance or rejection; and
- (26) Responding to Contracting Officer's requests for information relating to contract closeout, including furnishing the Contracting Officer with notice of satisfactory or unsatisfactory completion.

C. EXCLUSIONS FROM COTR RESPONSIBILITIES

COTRs are expressly excluded from performing or being responsible for the following:

- (1) Making commitments or promises to the contractor relating to award of contracts;
- (2) Writing contract requirements around the product or capacity of one source;
- (3) Soliciting proposals;