

2/5/03

MEMORANDUM FOR Jesus Martizez  
Security, Fort Worth Currency Center

FROM: Robert Knauer  
Contracting Officer

SUBJECT: Appointment of Contracting Officer's Technical Representative (COTR) for Contract No. J03-00037, for Contractor Support for Security Administrative Services

In accordance with Department of the Treasury Acquisition Regulation (DTAR) 1001.670-2, you are hereby appointed Contracting Officer's Technical Representative (COTR) for Contract No. J03-00037. This contract, as you know, was awarded to TW & Co. for approximate start on or about 5 March 2003. You will be serving as COTR until another formally trained COTR is provided from FWC as you indicated to me at the Post Award conference. You may not appoint anyone else to serve as COTR or delegate your responsibilities during the time you serve

Your responsibilities under this appointment include:

- a. Knowing and understanding the terms of the contract. You must read the contract carefully and discuss any unclear areas with the Contracting Officer before proceeding to act in the capacity of COTR.
- b. Knowing the scope and limitations of your authority (discussed below) and using good judgment, skill, and reasonable care in exercising this authority.
- c. Safeguarding the Contractor's confidential business and technical information. This information may include pricing, technical or personnel data. You must obtain the Contracting Officer's advice and concurrence prior to releasing any information for which you are uncertain.
- d. Immediately notifying the Contracting Officer of any matter related to this contract that may need his or her attention or action.
- e. Notifying the Contracting Officer (in writing) immediately upon discovering that you will, or may, be unable to serve as COTR. This includes any anticipated change in your current position.

This appointment obligates you to perform the tasks listed below, to the extent required by the terms of the contract:

- a. Monitor contract performance, inspect deliverables to assure compliance with the specifications as indicated in the PWS and PRS, notify the Administrative Contracting Officer (Mr. Joe Gatto) of any noncompliance, failure to make due progress, or of any dispute or potential dispute between the Government and the Contractor. You are also to avoid any discussion with the Contractor concerning disputed matters.
- b. Verify efficient and satisfactory performance of work for payment purposes.
- c. Furnish the Contracting Officer with copies of all pertinent trip reports, conference reports, and copies of any and all correspondence between you (the Government) and the Contractor.

You are not authorized to perform any of the following functions, either formally or informally:

- a. Award, agree to award, or execute any contract, contract modification or notice of intent that would change or may change this contract.
- b. Obligate in any way, the payment of money to the Contractor by the Government. The Contracting Officer is the only individual authorized to obligate the expenditure of public funds on this or any other contract.
- c. Change the delivery terms of the contract.
- d. Make any final decision on any contract matter subject to the Disputes Clause (FAR 52.233-1).
- e. Terminate, for any reason, the contractor's right to proceed with performance on this contract.

You shall at all times protect the Government's interests when performing your duties as COTR. You shall avoid any act that places you in any real or apparent conflict-of-interest position, tends to compromise the Bureau of Engraving and Printing, will jeopardize public confidence in the BEP, or question its integrity. Violations of the requirements set forth in this memorandum could be the basis for disciplinary action.

This appointment shall end upon completion of this contract, your reassignment from your present position or written notice of termination by the Contracting Officer.

## COTR APPOINTMENT CERTIFICATION

I, Jesus Rangel, acknowledge receipt of the COTR appointment memorandum, entitled "Appointment of Contracting Officer's Technical Representative (COTR) dated 5 February 5, 2003 for contract **J03-00037**.

I have read the memorandum and understand the responsibilities, obligations and limitations under this appointment, and understand that I am not empowered to reappoint anyone else to this position or to delegate any of my responsibilities. I further understand that I must notify the Contracting Officer immediately upon learning that I will be unable to continue performance as COTR under this appointment.

I hereby accept the appointment as COTR on the subject contract.

I must decline the appointment as COTR on the subject contract for the following reason(s):

\_\_\_\_\_  
Jesus Martinez

\_\_\_\_\_  
Date