

Part I - The Schedule (Continued)
Section G - Contract Administration Data

G.1 CONTRACT ADMINISTRATION

The following individuals are the Contract Specialist, Contracting Officer, and the Contracting Officer's Technical Representative (COTR) who will be administering the contract.

Contracting Officer: Carl E. McGill

Phone:

Email:

Contract Specialist:

Phone:

Email:

Contracting Officer's Technical Representative:

POC:

Phone:

Email:

G.3 AUTHORITY OF GOVERNMENT PERSONNEL

- a. The Contracting Officer (KO) is the only person authorized to approve changes in any of the requirements under this contract. In any event, no individual has the authority to issue any direction under this contract, either technical or otherwise, which constitutes a change to the terms, conditions, price, or delivery schedule of this contract.
- b. The Contracting Officer's Representative (COR) is responsible for administering the performance of work under this contract. Under no circumstances, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms and conditions of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the KO prior to completion of the contract.
- c. The COR may give technical direction to the Contractor that fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to facilitate the Contractor's compliance with the contract. To be valid, technical direction by the COR must be consistent with the general scope of the work set forth in this contract.

G.4 ADDRESS OF CORRESPONDENCE

All correspondence concerning the contract shall be directed to the following address, unless otherwise noted in the contract:

Commandant (CG-9125)

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U. S. Coast Guard
2100 Second Street SW
Washington, DC 20593-0001
M/F: HSCG23-12-C-OPCxxx

G.5 GOVERNMENT REPRESENTATIVES

- a. The Coast Guard may, upon contract award or thereafter, name representatives with titles such as Contracting Officer's Representative(s), Technical Monitor, etc. Such individuals, if appointed, will be named in writing by the Contracting Officer. The letter of appointment will indicate the individuals and their titles, and stipulate the rights, responsibilities, and limitations of their appointment.
- b. In any event, no such named individual has the authority to issue any direction under this contract either technical or otherwise, which constitutes a change to the terms, conditions, price or delivery schedule of the contract. Only the Contracting Officer is authorized to alter the contract in any manner.

G.6 CONTRACTOR REPRESENTATIVES AUTHORIZED TO SIGN DOCUMENTS

Upon execution of the Contract, the Contractor shall provide a list to the Contracting Officer, which identifies those Contractor representatives who are authorized to sign written communications on behalf of the Contractor. The report shall specifically contain the following: (1) name of individual authorized to sign Contractor-generated technical data and Contractor management type documentation, and (2) type of documentation each individual is authorized to sign. Upon addition or deletion of one or more names, the list shall be revised accordingly.

G.7 RESPONSIBLE OFFICIAL(S) WHO CAN RECEIVE NOTIFICATION OF AN IMPROPER INVOICE AND ANSWER QUESTIONS REGARDING THE INVOICE

Designate the responsible official(s) who can receive notification of an improper invoice and answer questions regarding this invoice.

Name:
Title:
Address:
Telephone Number:

G.8 REQUEST FOR PAYMENT - FIXED-PRICE CONTRACTS AND DELIVERY ORDERS FOR NON-COMMERCIAL ITEMS

a. A request for payment is proper if it includes the items required by the clause at FAR 52.232-25, Prompt Payment [(a)(3)(i) through (a)(3)(ix)] and those items are accurate. If a request for payment does not include all the items required by the clause at FAR 52.232-25, Prompt Payment, or any information is inaccurate, then the request is not proper and shall be returned to the contractor with a statement of the reason(s) it is not proper.

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- b. Each invoice shall contain the following information:
- (1) Contract or Delivery/Task Order Number
 - (2) Name of the Contract Specialist or Contracting Officer
 - (3) Invoice Routing Code (IRC) provided in paragraph (c) below.
 - (4) Annotate on the invoice indicating that the contractor represents a Small Business for accelerated payment purposes
- c. The Coast Guard unique Invoice Routing Code (IRC) for this contract is **CG-9125**
- d. Each invoice must be submitted to the designated billing office via one of the following modes listed in descending order of preference:
- (1) FINCEN Website invoice receipt form:
http://www.fincen.uscg.mil/centralinv/central_inv_contr.cfm
 - (2) Fax: (757-523-6900)
 - (3) Mailed to: Commercial Invoices
U.S. Coast Guard Finance Center
1430A Kristina Way
Chesapeake, VA 23326
- e. To facilitate processing, all proper invoices and any supporting information submitted electronically using the FINCEN web based invoice submission capability must be submitted as a single Adobe .pdf formatted file, or as otherwise specified in the contract.
- f. Supporting documentation along with a courtesy copy of the invoice shall also be e-mailed to the Contract Specialist and/or COTR at the address in Section G.1.
- g. In accordance with the Prompt Payment Act, for the purposes of determining a payment due date and the date on which interest will begin to accrue if a payment is late, a proper invoice shall be deemed to have been received:
- (1) On the later of:
 - (i) For invoices that are mailed or transmitted via facsimile, the date a proper invoice is actually received by the designated billing office and annotates the invoice with date of receipt at the time of receipt.

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- (ii) For invoices electronically transmitted by the contractor via web based submission, the date a transmission is received by the designated billing office, and receipt confirmation is provided to the designated recipient; or
- (iii) The seventh day after the date on which the property is actually delivered or performance of the services is actually completed; unless—
 - (2) The agency has actually accepted the property or services before the seventh day in which case the acceptance date shall substitute for the seventh day after the delivery date; or
 - (3) A longer acceptance period is specified in the contract, in which case the date of actual acceptance or the date on which such longer acceptance period ends shall substitute for the seventh day after the delivery date;
 - (4) On the date placed on the invoice by the contractor, when the agency fails to annotate the invoice with date of receipt of the invoice at the time of receipt (such invoice must be a proper invoice); or
 - (5) On the date of delivery, when the contract specifies that the delivery ticket may serve as an invoice.
 - (6) Web-based submission by the contractor and receipt confirmation does not reflect Government review or acceptance of the invoice.
 - (7) Payment inquiries and status may be obtained - at the following website: - <https://www.fincen.uscg.mil/secure/payment.htm>

G.9 REQUEST FOR PAYMENT - COST-REIMBURSEMENT, TIME-AND-MATERIALS OR LABOR-HOUR CONTRACTS AND DELIVERY ORDERS

a. A request for payment, whether referred to as an invoice or voucher, is proper if it includes the items required by the clause at FAR 52.232-25, Prompt Payment [(a)(3)(i) through (a)(3)(viii)] and those items are accurate. If a request for payment does not include all the items required by the clause at FAR 52.232-25, Prompt Payment, or any information is inaccurate, then the request is not proper and shall be returned to the contractor with a statement of the reason(s) it is not proper.

b. The contractor shall submit SF 1034, Public Voucher for Purchases and Services Other Than Personal, and SF 1035, Public Voucher for Purchases and Services Other Than Personal (Continuation Sheet), to request payments under this contract. The forms must be completed as required by this clause.

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- c. The SF 1034 shall be completed in accordance with the following instructions:

	Caption on the SF 1034	Data to be Inserted in the Block
1.	U.S. DEPARTMENT, BUREAU OR ESTABLISHMENT, AND LOCATION	Name and address of the contracting office which issued the contract.
2.	DATE VOUCHER PREPARED	Date voucher submitted to the designated billing office cited in the contract.
3.	CONTRACT NO. AND DATE	Contract No. and, when applicable, the Order No. and date as shown on the award document.
4.	REQUISITION NO. AND DATE	Leave blank or fill-in in accordance with the instructions in the contract.
5.	VOUCHER NO.	Start with "1" and number consecutively. A separate series of consecutive numbers must be used beginning with "1" for each contract number or order number (when applicable). Note: Insert the word "FINAL" if this is the last voucher.
6.	SCHEDULE NO.; PAID BY; DATE INVOICE RECEIVED DISCOUNT TERMS; PAYEE'S ACCOUNT NO.; SHIPPED FROM TO WEIGHT; GOVERNMENT B/L	Leave all these blocks blank
7.	PAYEE'S NAME AND ADDRESS	Name and address of contractor as it appears on the contract. If the contract is assigned to a bank, also show "CONTRACT ASSIGNED" below the name and address of the contractor.
8.	NUMBER AND DATE OF	Leave blank. (See #3 above.)

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	ORDER	
9.	DATE OF DELIVERY OR SERVICE	The period for which the incurred costs are being claimed (e.g., month and year; beginning and ending date of services, etc.).
10.	ARTICLES OR SERVICES	<p>Insert the following:</p> <p>"For detail, see the total amount of the claim transferred from the attached SF 1035, page X of X."</p> <p>One space below this line, insert the following:</p> <p>"COST REIMBURSABLE-PROVISIONAL PAYMENT."</p>
11.	QUANTITY; UNIT PRICE (COST; PER)	Leave blank
12.	AMOUNT	Insert the total amount claimed from the last page of the SF 1035.
13.		Payee must NOT use the space below. Do NOT write or type below this line.

- (d) The SF 1035 (Continuation Sheet) shall be completed in accordance with the instructions below. Use the same basic instructions for the SF 1035 as used for the SF 1034. Ensure that the contract and, if applicable, order number, are shown on each continuation sheet. Use as many sheets as necessary to show the information required by the contract, contracting officer, or cognizant audit agency; however, if more than one sheet of SF 1035 is used, each sheet shall be in numerical sequence.
- (e) The following items are generally entered below the line with Number and Date of Order; Date of Delivery or Service; Articles or Services; Quantity; Unit Price; and Amount (but do not necessarily tie to these captions).
- (1) Show, as applicable, the target or estimated costs, target or fixed-fee, and total contract value, as adjusted by any modifications to the contract or order. The

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FAR permits the contracting officer to withhold a percentage of fixed fee until a reserve is set aside in an amount that is considered necessary to protect the Government's interest.

(2) Show the following items and supporting data as applicable to the contract or order:

(A) Time-and-Materials, Labor-Hour.

1. Labor. List each contract line item number and corresponding labor category description and hourly rate, labor hours performed, and extended total labor dollars (hourly rate multiplied by labor hours performed).

2. Materials and Subcontracts.

a. List each direct material item, quantity purchased, item cost, and extended total cost (quantity purchased multiplied by item cost). Cite any material handling costs allocated to direct materials.

b. List each authorized subcontract by subcontractor name. List each item or service, quantity purchased, item or service cost, and extended total cost (quantity purchased multiplied by item or service cost).

3. Travel. List the name and title of traveler, place of travel, and travel dates. If the travel claim is based on the actual costs expended, show the amount for the mode of travel (i.e., airline, private auto, taxi, etc.), lodging, meals, and other incidental expenses separately, on a daily basis. These actual costs must be supported with receipts to substantiate the costs paid. Cite any applicable indirect costs allocated to travel.

4. Total of 1. through 3. Enter this amount on the SF 1034.

5. Cumulative value of all previous requests for payment paid to date.

(B) Cost Reimbursement.

1. Direct Labor. List each labor category, rate per labor hour, hours worked, and extended total labor dollars per labor category.

2. Premium Pay/Overtime. List each labor category, rate per labor hour, hours worked, and the extended total labor dollars per labor category. Note: Advance written authorization must be received from the contracting officer to

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work overtime or to pay premium rates; therefore, identify the contracting officer's written authorization to the contractor.

3. Fringe Benefits. If fringe benefits are included in the overhead pool, no entry is required. If the contract allows for a separate fringe benefit pool, cite the formula (rate and base) in effect during the time the costs were incurred. If the contract allows for billing fringe benefits as a direct expense, show the actual fringe benefit costs.

4. Materials, Supplies, Equipment. Show those items normally treated as direct costs. Expendable items need not be itemized and may be grouped into major classifications such as office supplies. However, items valued at \$5,000 or more must be itemized. See (FAR) 48 CFR Part 45, Government Property, for reporting of property.

5. Travel. List the name and title of traveler, place of travel, and travel dates. If the travel claim is based on the actual costs expended, show the amount for the mode of travel (i.e., airline, private auto, taxi, etc.), lodging, meals, and other incidental expenses separately, on a daily basis. These actual costs must be supported with receipts to substantiate the costs paid. Travel costs for consultants must be shown separately and also supported.

6. Other Direct Costs. Itemize those costs that cannot be placed in categories 1 through 5 above. Categorize these costs to the extent possible.

7. Total Direct Costs. Cite the sum of categories 1 through 6 above.

8. Overhead. Cite the rate, base, and extended amount.

9. G&A Expense. Cite the rate, base, and extended amount.

10. Total Costs. Cite the sum of categories 7 through 9 above.

11. Fee. Cite the rate, base, and extended amount.

12. Total Cost and Fee Claimed. Enter this amount on the SF 1034.

13. Cumulative value of all previous requests for payment paid to date.

(f) Each invoice shall contain the following information:

(1) Contract or Delivery/Task Order Number

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- (2) Name of the Contract Specialist or Contracting Officer
 - (3) Invoice Routing Code (IRC) provided in paragraph (c) below.
 - (4) Annotate on the invoice indicating that the contractor represents a Small Business for accelerated payment purposes
- (g) The Coast Guard unique Invoice Routing Code (IRC) for this contract or delivery/task order is: **CG-9125**
- (h) Each invoice must be submitted to the designated billing office via one of the following modes listed in descending order of preference:
- (1) FINCEN Website invoice receipt form:
http://www.fincen.uscg.mil/centralinv/central_inv_contr.cfm
 - (2) Fax: (757-523-6900)
 - (3) Mailed to: Commercial Invoices

U.S. Coast Guard Finance Center
1430A Kristina Way
Chesapeake, VA 23326
- (i) To facilitate processing, all proper invoices and any supporting information submitted electronically using the FINCEN web based invoice submission capability must be submitted as a single Adobe .pdf formatted file, or as otherwise specified in the contract.
- (j) Supporting documentation along with a courtesy copy of the invoice shall also be e-mailed to the Contract Specialist and/or COTR at the addresses cited in Section G.1.
- (k) In accordance with the Prompt Payment Act, for the purposes of determining a payment due date and the date on which interest will begin to accrue if a payment is late, a proper invoice shall be deemed to have been received:
- (1) On the later of:
 - (A) For invoices that are mailed or transmitted via facsimile, the date a proper invoice is actually received by the designated billing office and annotates the invoice with date of receipt at the time of receipt.

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- (B) For invoices electronically transmitted by the contractor via web based submission, the date a transmission is received by the designated billing office, and receipt confirmation is provided to the designated recipient; or
- (C) The seventh day after the date on which the property is actually delivered or performance of the services is actually completed; unless—
1. The agency has actually accepted the property or services before the seventh day in which case the acceptance date shall substitute for the seventh day after the delivery date; or
 2. A longer acceptance period is specified in the contract, in which case the date of actual acceptance or the date on which such longer acceptance period ends shall substitute for the seventh day after the delivery date;
- (2) On the date placed on the invoice by the contractor, when the agency fails to annotate the invoice with date of receipt of the invoice at the time of receipt (such invoice must be a proper invoice); or
- (3) On the date of delivery, when the contract specifies that the delivery ticket may serve as an invoice.
- (4) Web-based submission by the contractor and receipt confirmation does not reflect Government review or acceptance of the invoice.
- (5) Payment inquiries and status may be obtained - at the following website: - <https://www.fincen.uscg.mil/secure/payment.htm>
- (l) Completion Voucher. The completion (final) voucher also referred to as the final invoice, is the last voucher to be submitted for incurred, allocable, and allowable costs expended to perform the contract or order. This voucher should include all contract reserves, allowable cost withholdings, balance of fixed fee, etc. However, the amount of the completion voucher when added to the total amount previously paid cannot exceed the total amount of the contract.
- (m) The following additional data must be submitted with the final request for payment, if applicable:
- (1) DHS Form 700-3, Contractor's Release.
 - (2) DHS Form 700-2, Contractor's Assignment of Refunds, Rebates, Credits, and Other Amounts.

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- (3) DHS Form 700-1, Cumulative Claim and Reconciliation Statement.
- (4) DD Form 882, Report of Inventions and Subcontracts.

- a. In addition to the requirements of Section I Clause 52.232-25, Prompt Payment, the requisition/purchase request number found in block six of the SF 33 must be included in an invoice or a request for contract financing payment for it to constitute a proper request for contract payment. Invoices shall be certified by the Contractor with regards to the allowable and allocable costs incurred in the performance of the work as of the last day of the invoice period. In keeping with the requirements of clause entitled "Progress Payments" include CLIN, sub-CLIN and percent complete information in support of the request for contract financing payment.
- b. An original and two (2) information copies shall be submitted to the Contracting Officer. Failure to submit directly to this office will delay payment.

Contracting Officer
U.S. Coast Guard Headquarters (G-ACS-4)
2100 Second Street SW
Washington, DC 20593-0001
M/F: Contract No: HSCG23-11-R-OPCxxx

G.9 PAYMENTS AND INVOICE INFORMATION

The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8). Such payments shall be equal to seven percent (7%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" clause, as applicable. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

NOTE: Percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money.

G.10 MILESTONE PAYMENT SCHEDULE

- a. The Contractor shall invoice in accordance with FAR 52.232-32 "Performance-Based Payments" and the following OPC Payments Milestones:
- b. Milestones are designated either as Severable or Cumulative. A Milestone is considered complete when the evidence/basis for payment is approved by the Contracting Officer. The evidence/basis for payment is the objective measure for completing the milestone,

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such as an approved final data deliverable required by a CDRL, a report documenting engine tests, or a signed DD-250 acknowledging acceptance of an item or asset. The evidence/basis for payment for Milestones with subordinate elements shall be the evidence/basis for payment of all subordinate elements. Milestones designated as Severable may be paid independent of the completion of other milestones at the same level. Milestones designated as Cumulative are listed in order of dependency and may not be paid until all previous dependent milestones at the same level have been completed.

c. PRELIMINARY AND CONTRACT DESIGN (CLIN 0001)

Milestone Number	Milestone Description	Amount Paid to Contractor upon Acceptance	Event Type (severable (S) or cumulative (C))
1	Completion of exit criteria for Project Management Conference #1	25%	C
2	Completion of exit criteria for Project Management Conference #2	25%	C
3	Completion of exit criteria for Project Management Conference #3	25%	C
4	Completion of exit criteria for Project Management Conference #4	25%	C

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d. Detail Design (CLIN 1601)

Milestone Number	Milestone Description	Amount Paid to Contractor upon Acceptance (M/S value)	Estimated Milestone Date	Event Type (severable (S) or cumulative (C))
1	Initial Critical Design Review	30%	Completion of exit criteria for ICDR	S
2	Final Critical Design Review	30%	Completion of exit criteria for FCDR	C
4	PTD required 24 months prior to ship delivery	10%	Accepted or Accepted with Comments	C
5	PTD required 18 months prior to ship delivery	10%	Accepted or Accepted with Comments	C
6	PTD required 12 months prior to outfitting	10%	Accepted or Accepted with Comments	C
7	As Built Drawings	10%	Acceptance of As-builts	C

G.11 PROGRESS PAYMENT BASED ON PERCENTAGE OF PROGRESS

The following CLINS are subject to the Progress Payments based on percentage of progress clause incorporated in Section H: all Fixed Price Incentive CLINs entitled “Construction of Lead Ship – Hull #1” or “Construction of Follow Ship – Hull #__”.

G.11 PROGRESS PAYMENT

The following CLINS are subject to the Progress Payments clause incorporated by reference in Section I: CLINS >>> Long Lead Time Material; Training Aids; AEL/GUCL

G.12 FIXED PRICED PAYMENTS

The following CLINS are subject to the Payments clause incorporated by reference in Section I: CLINS >>> Warranty, Program Management

G.13 COST REIMBURSEMENT PAYMENTS

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The following CLINS are subject to the Allowable Cost and Payment clause incorporated by reference in Section I: CLINS >>> System Stock, OBRP/SRI/OSI, ICSS

Life Cycle Engineering??

G.14 ACCOUNTING AND APPROPRIATION DATA

The accounting and appropriation data for this contract is shown below:

<u>Accounting and Appropriation Data</u>	<u>Amount</u>
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G.15 TECHNICAL INSTRUCTIONS BY THE COTR

- a. Performance of work may be subject to written technical instructions signed (e-mail is sufficient) by the COR specified in Section G of this contract. As used herein, technical instructions are defined to include the following:
 - (1) Directions to the Contractor which direct pursuit of certain lines of inquiry, shift work emphasis, fill in details, or otherwise serve to accomplish the contractual statement of work.
 - (2) Guidelines to the Contractor which assist in the interpretation of statements of Work, Specifications or technical portions of work description as long as no change to scope occurs.
- b. Technical instructions must be within the general scope of work stated in the contract. Technical instructions may **not** be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or Target contract amount, as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.
- c. If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within five business days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.
- d. Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement, which is not affected by the disputed technical instruction.

G.16 TECHNICAL INSTRUCTIONS BY THE COTR UNDER COST PLUS FIXED FEE CLINS INCLUDING PROVISION ITEM ORDERING

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- a. Performance of the work hereunder may be subject to written technical instructions signed (e-mail is sufficient) by the COTR specified in Section G of this contract. As used herein, technical instructions are defined to include the following:
- (1) Directions to the Contractor which direct pursuit of certain lines of inquiry, shift work emphasis, fill in details, or otherwise serve to accomplish the contractual statement of work.
 - (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications, or technical portions of work description as long as no change to scope occurs.
- b. Technical instructions must be within the general scope of work stated in the contract. Technical instructions may **not** be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or Target contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.
- c. If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor **shall** notify the Contracting Officer in writing within five (5) business days after the receipt of any such instruction. The Contractor shall **not** proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.
- d. Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement, which is not affected by the disputed technical instruction.

G.17 TECHNICAL MONITORS

The technical monitor is responsible for coordinating review of contractor engineering documentation to ensure the design complies with contract technical specification requirements. The technical monitor shall advise the administrating contracting officer and COTR of any nonconformance issues. This group recommends any technical changes (ECPs) or additions to the contract if requested by the ACO. However, technical monitors will have no authority to interact with the contractor directly, but shall provide information to the COTR.