

From: Fisher, George
To: [Shulman, Stu](#)
Cc: [Rosslyn Murphy](#); [Barnett, Teri](#); [Cash, Marcia](#); [Bowman, Randal](#)
Subject: Re: D17PD00803 Software Licenses and DiscoverText Administrative Support
Date: Tuesday, May 23, 2017 3:09:46 PM
Attachments: [Murphy - DOI COR Letter.pdf](#)
[Cash - DOI GR Letter.pdf](#)

Good Afternoon Dr. Shulman,

As promised, please review the attache COR and GR appointment letters, sign, and return a copy.

Thank you,

George Fisher
Contract Specialist

- Telework every Friday
- Scheduled Leave: 6/5/17 - 6/9/17

Acquisition Services Directorate
Interior Business Center
(703) 964-4815 (Office) Herndon
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Office of the Secretary
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Your Focus: Your Mission
Our Focus: You

On Tue, May 23, 2017 at 1:26 PM, Fisher, George <george_fisher@ibc.doi.gov> wrote:
Good Afternoon Dr. Shulman,

Attached is the fully executed task order for the software licenses and administrative support.

I will follow up with a Contracting Officers Representative (COR) appointment letter and a Government Representative (GR) appointment letter for your signature and return in a couple of hours.

Rosslyn Murphy will be appointed as the COR; she is cc'd. The COR approves all invoices and has authority over the GR.

Marcia Cash will be appointed as the GR and she is also cc'd. The GR is responsible for the daily task order management and is your primary contact. The GR is responsible for all technical aspects of the task order.

The COR and GR will work together for all invoice approvals with the GR communicating to the COR that the invoiced licenses or labor hours are correct and the invoice is okay to pay.

I have also included Teri Barnett and Ron Bowman in this correspondence so that everyone has a copy of the task order and all are aware of roles assigned.

Once the software licenses are delivered, you may invoice for them through IPP.

The labor hour contract lines (lines 030 and 040) may be invoiced when you feel it is appropriate, though once a month is preferred.

If you have any questions, please do not hesitate to contact me at the numbers below.

Thank you for your support to the Department of the Interior.

George Fisher
Contract Specialist

- Telework every Friday
- Scheduled Leave: (b) (6)

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for promptly notifying the CO of any suspected violations of the Gratuities Clause, FAR 52.203-3.

If you have or intend to obtain any direct or indirect financial interest which conflicts with your duty to promote and protect the interests of the United States (this includes any discussion of employment with the Contractor), you shall immediately advise your supervisor and the CO of the conflict. You shall also avoid the appearance of any such conflict to maintain public confidence in the Government's conduct of business with the private sector.

For additional information on COR duties and responsibilities please refer to the Federal Acquisition Institute's online COR Training Modules at www.fai.gov.

**GEORGE
FISHER**

George Fisher
Contracting Officer

Digitally signed by GEORGE FISHER
DN: c=US, o=U.S. Government,
ou=Department of the Interior, ou=INTERIOR
BUSINESS CENTER, cn=GEORGE FISHER,
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Date: 2017.05.23 14:09:32 -04'00'

The COR and Contractor's representative must complete the acknowledgement and receipt below. Failure to execute the acknowledgement will *not* render this appointment ineffective.

COR ACKNOWLEDGEMENT

The undersigned acknowledges appointment as COR, and accepts the duties, responsibilities, and limitations described in this Appointment Memorandum. I understand that the CO reserves the authority to cancel COR appointments.

Acknowledged: Rosslyn Murphy Date: 5/24/2017
Rosslyn Murphy
Contracting Officer's Representative

CONTRACTOR RECEIPT

The undersigned has read and understands the limitations of authority of the COR appointed by this Appointment Memorandum, and also understands that no other Government employee or agent thereof has any authority to bind the Government.

Acknowledged By: _____ Date: _____
Dr. Stewart Shulman
For: Texifter, LLC



United States Department of the Interior
Office of the Secretary



May 23, 2017

Appointment Memorandum

To: Marcia Cash, U.S. Fish and Wildlife Service

From: George Fisher, Contracting Officer, Acquisition Services Directorate
Under the Interior Business Center of the Department of the Interior

Subject: Appointment of Government's Representative (GR)

You are hereby appointed the Government's Representative for:

Contract/Task Order:	D17PD00803
Statement of Work Title:	DecoverText Assistance Services dated April 16, 2017
Vendor Name:	Textfer, LLC
Award Date:	May 23, 21017

The Contracting Officer (CO) is the exclusive agent of the Government with authority to enter into and administer contracts. The CO must therefore ensure that all requirements of law and regulation are followed. As the CO's Government Representative, you are authorized to act in the stead of the CO and the COR to monitor the technical effort being performed under the contract. You must become very familiar with the requirements of the contract and communicate with the Contractor to ensure the Contractor is making satisfactory progress in performance of the contract. Other than the CO and the COR, you are the only Government employee who may direct the flow of *technical* matters, and no other matters.

A contract is a legally enforceable agreement that sets forth the rights and responsibilities of the parties thereto. If the Contractor deviates from the terms of the contract, it is a matter between the Government (represented by the CO) and the Contractor. You must therefore keep the CO and the COR fully informed so that effective solutions can be applied to problems as soon as they develop. You will be required to exercise your own best judgment to determine what matters deserve the attention of the CO and the COR. When in doubt, report the matter to the CO and the COR.

Your suggestions to the Contractor about what must be done to fulfill the terms of the contract may lead to unauthorized commitments by the Government for additional compensation or to a release of the Contractor from its obligations under the contract. You must therefore refrain from communicating with the Contractor about matters that are outside the flow of *technical matters*. If in doubt, ask the CO. While you can and must make technical decisions, do not take any contract administration actions unless they are clearly authorized by this appointment.



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You are authorized and required to:

- a. Inspect and monitor the Contractor's performance to assure technical compliance with the contract. Immediately notify the CO and COR of non-compliance, failure to make due progress, or a dispute. You should refer all discussions concerning disputed matters to the CO.
- b. Verify efficient and satisfactory performance of work for payment purposes and report it to the COR. When contracts contain a warranty or maintenance clause, immediately notify the CO and the COR of any deficiencies. After you have completed the notification, monitor the Contractor's response. Notify the CO and COR if the Contractor fails to comply with the contract requirements in a timely fashion.

When exercising your duties under this appointment, you are responsible for:

- a. Knowing and understanding the terms and conditions of the contract. Immediately discuss any unclear areas with the CO;
- b. Knowing the scope and limitations of your authority and using good judgment, skill, and reasonable care in exercising it;
- c. Protecting privileged and sensitive procurement information;
- d. Monitoring the work site periodically to verify progress and informing the CO and COR of your findings concerning:
 - 1) Actual performance vs. scheduled performance.
 - 2) Action needed to restore the contract to schedule;
- e. Implementing the Government Furnished Property/Materials (GFP/M) contract provisions, when applicable. Your responsibilities for GFP/M include: providing the CO and COR with any proposed changes, additions, or deletions to GFP/M; ensuring that delivery is made on time; and inspecting each unit upon its return and notifying the CO and COR of any deficiencies;
- f. Monitoring the results of all required tests within the stated time limitations. The results must be promptly forwarded to the CO and COR. When equipment is delivered to more than one site, ensuring the CO and COR is informed in writing (e.g., e-mail) of delivery and acceptance. Ensuring that equipment is not installed or repaired by Government personnel when the responsibility lies with the Contractor;
- g. Documenting actions taken and decisions that you have made as the GR, and maintain adequate records to describe sufficiently the performance of your duties as COR during the life of this contract. As a minimum, the GR file should contain copies of the following:
 - 1) GR appointment memorandum
 - 2) Contract and any modifications
 - 3) All contract correspondence



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- 4) Records of GR inspections
- 5) Records of conversations with the contractor;
- h. Providing the CO & COR with a copy of any correspondence (including e-mail) you send to the Contractor;
- i. Assuring that the Contractor has access to the facility as well as appropriate clearances for personnel to have access to classified or sensitive material, when applicable, as soon as it is determined that access to such material will be required;
- j. Reviewing and recommending to the CO approval/disapproval of Contractor's requests for public release of information regarding work being performed under the contract;
- k. Immediately notifying the COR of an impending GR change in order to facilitate a smooth transition and early training of the new GR; and
- l. Monitoring the performance and dollars expended on time-and-material and labor-hour type line items or contracts to ensure that they appear to be reasonable for the efforts performed; this includes the type of labor and number of labor hours, travel (including locations, duration, and number of travelers), and types and quantities of material. Provide this information to the COR.
- m. For any action over the Simplified Acquisition Threshold (SAT) you will be required to assist the COR in evaluating the Contractor's performance.

The GR may not authorize or approve contractually funded travel expenses which comply with Federal Travel Regulations or Joint Travel Regulation, this is a COR duty.

To avoid paying late payment penalties from your program funds, it is important that you promptly report delivered goods or services to the COR. Payment, inspection, and acceptance procedures are set forth in the contract. Notify the COR immediately if goods or services do not meet the contract requirements.

You must ensure that Contractor employees and consultants with access to Government information technology systems complete the required background investigation forms. You must ensure these forms are submitted to the Agency security officer or personnel security specialist for screening and processing. Prior to granting access to Government IT applications and systems you must verify that Contractor employees and consultants meet the mandatory training requirements of OMB Circular A-130 and 5 CFR Part 930.

You may face personal pecuniary liability if you commit unauthorized acts that obligate the Government to pay for work that is outside the scope of the contract. It is therefore essential for you to understand that under this appointment, you must *NOT*:

- a. Modify the stated terms and conditions of the contract or the scope of work in any manner. All such changes must be made in writing by the CO;
- b. Award, execute, or agree to any contract, contract modification, accord, task or delivery order, notice of intent, or any similar agreement;



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- c. Obligate the Government, in any way, to make any payment of money outside the terms and conditions of this contract;
- d. Make a final decision on any contract matter that is subject to the Disputes Clause at FAR 52.233-1;
- e. Terminate the Contractor's right to proceed, or impose or place a demand upon the Contractor to perform any task or permit any substitution not specifically provided for in the Contract;
- f. Change the period of performance;
- g. Authorize purchases not provided for under the Contract;
- h. Authorize the use of overtime;
- i. Furnish or authorize the furnishing of Government property, except as required under the Contract;
- j. Direct the activities of any employee of the Contractor, except as specifically provided for under the Contract;
- k. Authorize subcontracting or the use of consultants not already authorized under the Contract;
- l. Grant deviations from or waive any of the terms or conditions of the contract; or
- m. Make any change that affects price, quality, quantity, delivery, or other terms and conditions of the contract.

You may *not* delegate any of the duties or responsibilities assigned to you under this appointment, and you should ensure that an Alternate GR is appointed to perform your duties in the event of your absence.

Your appointment as GR will end on the earliest of the following events:

- 1) Contract completion.
- 2) Contract termination.
- 3) Leaving your present duty position.
- 4) The CO's termination of this appointment.

When performing your duties under this appointment, you shall maintain an arms-length relationship with the Contractor and consistently strive to protect the interests of the Government. You should be particularly attentive to possible violations of the False Claims Amendments Act of 1986 and the Program Fraud Civil Remedies Act of 1986, which involve the submission of false claims or the making of false statements. Similarly, you shall avoid any act that may tend to compromise the integrity or apparent integrity of yourself or the Government, or which interferes with the Contractor's right to perform.



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Gratuities offered to you or any other Government official by any private person or company must be reported to the CO. In your capacity as the GR, you are responsible for promptly notifying the CO of any suspected violations of the Gratuities Clause, FAR 52.203-3.

If you have or intend to obtain any direct or indirect financial interest which conflicts with your duty to promote and protect the interests of the United States (this includes any discussion of employment with the Contractor), you shall immediately advise your supervisor and the CO of the conflict. You shall also avoid the appearance of any such conflict to maintain public confidence in the Government's conduct of business with the private sector.

GEORGE FISHER

Digitally signed by GEORGE FISHER
DN: c=US, o=U.S. Government, ou=Department of the
Interior, ou=INTERIOR BUSINESS CENTER, cn=GEORGE
FISHER, 0.9.2342.19200300.100.1.1=14001001646210
Date: 2017.05.23 14:10:52 -0400

George Fisher
Contracting Officer

The COR and Contractor's representative must complete the acknowledgement and receipt below. Failure to execute the acknowledgement will *not* render this appointment ineffective.

COR ACKNOWLEDGEMENT

The undersigned acknowledges appointment as COR, and accepts the duties, responsibilities, and limitations described in this Appointment Memorandum. I understand that the CO reserves the authority to cancel COR appointments.

Acknowledged: _____

Marcia Cash, U.S. Fish and Wildlife Service
Government's Representative

Date: _____

05/23/2017

CONTRACTOR RECEIPT

The undersigned has read and understands the limitations of authority of the GR appointed by this Appointment Memorandum, and also understands that no other Government employee or agent thereof has any authority to bind the Government.

Acknowledged By _____

Dr. Stewart Shulman
For: Texifter, LLC

Date: _____