

ACTION REQUIRED: THIS LETTER IS TO BE USED ONLY WHEN THERE IS AN ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR). TO BE ISSUED BY THE LCO TO THE LEASE ADMINISTRATION MANAGER (LAM) COR AND ACOR IMMEDIATELY FOLLOWING LEASE AWARD OR CHANGE IN LEASE COR ASSIGNMENT. AFTER RECEIPT OF COR/ACOR ACKNOWLEDGEMENT, SEND COPY TO LESSOR AND CLIENT AGENCY. THIS LETTER IS FOR INTERNAL USE ONLY AND NOT TO BE USED FOR TENANT AGENCY DELEGATIONS.

SAMPLE LAM COR/ACOR APPOINTMENT LETTER

Memorandum for: <Name of Contracting Officer's Representative>
<Office Name, Office Code>

<Name of Alternate Contracting Officer's Representative>
<Office Name, Office Code>

From: <Name of Lease Contracting Officer>
<Office Name, Office Code>

CC: <COR's/ACOR's Supervisor>
<Lessor>
<Agency>

Subject: LAM Contracting Officer's Representative (COR) and Alternate Contracting Officer's Representative (ACOR) Appointment Letter for Lease Number «Lease_Number»

Location:	Agency:	Lessor Contact:
«Street_Address», «City», «State» «Zip_Code»	«Agency» «Contact Email»	«Company Name», «Contact», «Contact Email», «Street_Address», «City», «State» «Zip_Code»

Pursuant to the provisions of FAR 1.604, <Insert Appointed COR Name> is hereby appointed as the LAM COR for the subject lease contract, located at (Building Name, Address, City, State) and awarded to (enter Lessor name and full address). Additionally, <Insert Appointed ACOR Name> is hereby appointed as the LAM ACOR, to be responsible for all aspects of the contract file in the absence of the COR, when the COR is unavailable to perform the primary duties as COR.

The LAM COR/ACOR appointment will be in effect through the life of the lease or until revoked by the Lease Contracting Officer (LCO). You are required to maintain your current FAC-COR certification status

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during the life of the contract. By copy of this appointment, the Lessor is being advised of your delegated authority. As the appointed LAM COR/ACOR, you are responsible for lease contract administration, as defined under GSAM Part 542.202(d), Contract Administration Services. This LAM COR/ACOR Appointment letter terminates and/or rescinds any and all previous COR letters that have been issued on this Lease No. _____ referenced above from the date of execution.

If, at any time, you will be unavailable or unable to perform the contract oversight responsibilities outlined below for an extended period of time, immediately notify your supervisor and the LCO so provisions can be made to appoint a new LAM COR/ACOR. Your designation shall remain in effect until termination of the lease contract, rescinded by the LCO, or terminated under the FAC-COR guidance identified in GSAM 501-604.

CORs/ACORs shall avoid the appearance of a conflict of interest to maintain public confidence in the U.S. Government's business conduct with the private sector. Therefore, maintain an impartial, arms-length relationship with the Lessor and his contractors. If potential for a conflict of interest with your appointment as a COR/ACOR develops, advise your supervisor and the LCO of the conflict so appropriate actions may be taken. Be aware of the need to protect the Government's interests. Below are instructions to LAM CORs/ACORs.

Preparation

The LAM COR/ACOR is the official Government representative for technical and administrative matters under this contract. To prepare for these duties, the LAM COR/ACOR is required to thoroughly read and review the terms and conditions of the lease agreement, lease amendments, and supporting documentation and discuss any questions with the LCO.

1. The LCO remains the exclusive agent of the Government with authority to enter into, administer and modify lease contracts, and bind the government. As the LAM COR/ACOR, you must keep the LCO fully informed of the Lessor's compliance with the terms and conditions of the lease and as disputes arise work collaboratively to develop solutions to immediately resolve compliance issues.
2. The responsibilities of the LAM COR/ACOR include actions taken after contract award to obtain Lessor compliance with lease contract requirements. The LAM COR's/ACOR's actions include technical, financial, and administrative actions in support of the LCO, as outlined in the Appointment Letter. It may include additional task requests as needed by the lease contracting activity.
3. The LAM COR/ACOR has no authority to enter into, modify the lease contract, or otherwise perform duties reserved for a warranted lease contracting official. As a LAM COR/ACOR you shall not make or agree to any action that commits the Government in matters which would change the lease contract price, quantity, quality, delivery schedule or other terms or conditions of the lease contract nor in any way direct the lessor or its subcontractors to operate in conflict with the lease contract terms and conditions. As the LAM COR/ACOR you **cannot** delegate the above responsibilities nor re-delegate your authority to any other person.
4. The LAM COR/ACOR shall be granted administrative rights to G-REX which contains a complete copy of the lease contract file. As the LAM COR/ACOR, you are to confirm that official correspondence, such as the notification of non-compliance letter and alteration documentation when not procured through a subsequent lease amendment, are uploaded into G-REX for retention in the lease contract file.

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5. The LAM COR/ACOR shall document all lease compliance related documents including correspondence, inspection forms, inspection and non-compliance letters, general correspondence, telephone conversations or other verbal communications, and all other required LAM COR/ACOR documentation in the Lease Management Tool (LMT) or any follow-on lease management system of record; the LAM COR/ACOR shall maintain other records of the Lessor's performance, such as inspection and progress reports, site visits, and service reports and submittals necessary for lease compliance.
6. The LCO will provide the Lessor with a copy of this letter that authorizes you to perform the duties as outlined in this letter.

LAM COR/ACOR Responsibilities

As a LAM COR/ACOR, you must:

- Know and act within the limits of this written appointment and use reasonable care in performing designated duties.
- Conduct duties in a professional and ethical manner.
- Discuss lease terms with the LCO, specifically, unique requirements that impact maintenance or services; including special equipment, 24 hour HVAC, and contracts to maintain agency installed equipment.
- Perform timely and reasonable monitoring of lease contract performance, particularly in the technical area of sustainability, recycling, and energy consumption and discuss these matters with subject matter experts.
- Maintain confidentiality of sensitive information; safeguard the Lessor and its contractor's confidential business and technical information in accordance with the Privacy Act and FAR Part 3.
- Avoid improper business practices and personal conflicts of interest. Avoid any action or the appearance of any action that may lead to an ethical violation or conflict-of-interest position or compromise GSA's position with industry and congressional officials or the public.
- Provide timely and effective communication with the LCO on the status of lease contract administration.
- Inspections:
 - Coordinate and/or perform timely and proper inspection of lease contract services that the Lessor is obligated to provide under the lease contract and through subsequent lease amendments, subject to the limitations of your authority. Inspections may be completed by a third party, including contracted services.
 - Determine if delivery is in agreement with the lease contract requirements and the periodic schedule;
- Issue the deficiency and notice of non-compliance letters and general correspondence related to the daily maintenance and operation of the leased space.
- Read, understand, and monitor compliance with the terms and conditions of the lease contract, particularly with those contract terms and conditions that fall within the area of your responsibility, such as completion dates, renewal option or lease expiration dates, energy consumption, and reports or data submission dates.
- Recommend to the LCO acceptance or rejection of pre-award or post award submittals and services.
- Coordinate the procurement for overtime utilities, including hourly usage requests, with a warranted GSA official, the Lessor, and the authorized agency requesting official.

LAM COR/ACOR Limitations:

As a LAM COR/ACOR you do not have the authority to:

- Execute, award, agree to, or sign any contracts for services or lease amendments.
- Violate internal controls requiring separation of duties, such as obligating the payment of funds.

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- Cause the Lessor financial harm, such as to incur costs not otherwise covered by the contract with the expectation that through the ratification process, the government would reimburse such costs.
- Make or infer, by action or inaction, legal interpretations on the scope, scheduled delivery, or intent of the contract that if viewed could imply a change to the lease contract resulting in a claim or commitment or otherwise obligate the Government.
- Offer advice to the Lessor or its contractor that may be construed as instructions which could adversely affect performance, compromise the rights of the Government, provide the basis of a claim for additional compensation, release the contractor from its obligations under the contract, or affect any pending or future LCO determination as to fault or negligence.
- Make assertions to the Lessor regarding contractual remedies available to the government without prior consultation with the LCO.
- Demand that the Lessor perform any task or make changes to, grant deviations from, or waive any of the terms and conditions of the lease contract.
- Increase the rental consideration of the lease contract, authorize work beyond the dollar limit of the lease contract, or authorize the expenditure of funds.
- Give any direction, to the Lessor or to the employees of the Lessor except as provided for in the contract.
- Authorize/approve the furnishing of Government property or expenditure of funds for the purchase of equipment, except as required under the lease contract.
- Order overtime utilities, unless you are a warranted contracting official.
- Approve/disapprove any substitution not specifically provided for in the lease contract.
- Resolve or make decisions concerning any claims or disputes concerning a question of fact or law.
- Issue stop work instructions or suspend construction or alterations, except in the event of unsafe acts and conditions that are likely to result in accident or injury. (However, submit in writing to the LCO any recommendation to discontinue service contracts that are part of the rental consideration).
 - Note: suspensions in work could subject the Government to a claim for equitable adjustment under FAR for delay or interruption.
- Interfere with the Lessor's performance by "supervising" the Lessor's service contract employees or otherwise directing their work efforts.
- Allow the improper use of government property.
- Receive or accept goods and services not expressly required by the lease contract.
- Issue any final decision letters or correspondence proposing to reduce the rental consideration for the value of the contract requirements not performed.

Technical Liaison and Monitoring

- Maintain liaison and direct communications with the Lessor, the Lease Contracting Officer (LCO), and affected stakeholders for early release of space by the occupying agency prior to the expiration of the lease term.
- Determine whether the qualifications of key personnel performing under the lease contract are consistent with the qualification requirements agreed to in the lease contract, if applicable.
- In accordance with GSA's procedures, coordinate and validate Lessor's staff meet the requirements of Homeland Security Presidential Directive (HSPD) 12, Background Investigations in Leased Space. Ensure Lessor's personnel working in leased space wear identification at all times which visibly identifies them as contract employees.
- Record and report to the LCO continued deficiencies, performance delays, unsatisfactory performance, or other problems needing corrective action. In addition, advise the LCO of any potential disputes, problem areas, or disagreements that could lead to a claim.
- Review progress reports to determine if there are technical requirements or key deliverables that affect the processing of rental payments or acceptance of invoices for overtime services or minor alterations.
- Advise the LCO of any unusual problems or ownership changes that would affect the existing lease contract.

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- Ensure the performance of all required periodic services according to the lease contract. Document any deficiencies or failure in performance and work closely with both the Lessor and LCO to correct deficiencies. If the Lessor requires additional time, the Lessor must submit a formal request for a time extension to the LCO through you. You should indicate your concurrence, or state the reasons why you do not concur, and forward the request to the LCO for finalization. Assure prompt review of all reports and/or submittals and provide approval/disapproval and comments to the contractor through the LCO.
- Furnish the LCO a copy of all client agency requests for proposed contract changes, such as minor alterations, that affect the rental consideration, contract services, or Lessor's obligation under the existing contract.
 - Provide technical recommendations, including assessments of the specific impact on the lease contract, and independent government estimates to determine a fair and reasonable price.
 - Upon request of the LCO, assist in negotiating changes, claims, rental adjustments.
 - Upon request of the LCO, solicit price proposals from the Lessor for alterations and improvements, and any other actions under the lease, that are at or below the SAT.

Inspection and Acceptance

- Perform inspections and acceptance of lease contract services or alterations, oversight of Lessor performance, and verification of corrected deficiencies for Lessor services. This process includes certifying receipt of services for payment purposes. Ensure the process meets the lease contract provisions and is performed within the stated period of performance.

Invoices, Payment and Financial

- Review Lessor invoices, progress payment requests, and other requests for overtime and alteration payments, preparing and submitting receiving reports, and recommend payment amount to the warranted official. If the amount approved for payment is less than the invoiced amount, provide a basis to the warranted contracting official.

Credentials and Access Management

CORs/ACORs are responsible for the Credentials and Access Management duties and responsibilities (per the GSA Homeland Security Presidential Directive-12 (HSPD-12); and GSA Order ADM 2181.1, Homeland Security Presidential Directive-12 Personal Identity Verification and Credentialing Policy, and Background Investigations for Contractor Employees). The COR/ACOR will act as the Requesting Official (RO) for contractor requests. Specifically, the COR/ACOR shall:

1. Identify contractors requiring a background investigation, escort, GSA Access Card or all of the above;
2. Assist contractors in completing the background investigation, process to obtain a GSA Access Card (e.g. helping contractor navigate enrollment and eQIP) or both;
3. Ensure coordination with the Office of Mission Assurance (OMA) for the processing and/or issuance of the contractor's background investigation and GSA Access Card, as required;
4. If applicable, ensure contractors complete applicable training (e.g. GSA Information Technology (IT) Security Awareness & Privacy Training) upon contract award or new hire and annually thereafter;
5. Ensure GSA contractor escort policies are implemented according to CIO P 2181.1- GSA HSPD-12 Personal Identity Verification and Credentialing Handbook;
6. Ensure notification to OMA when there are any changes to the building location or contractor's information (e.g. point of contact, key personnel arrivals and/or departures, etc.), as required; and
7. Ensure the following duties are promptly completed when a contractor's employee is no longer on a contract (e.g. for any reason or when the contract ends):
 - a. Notify OMA of the departure;

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- b. If applicable, request removal of IT access;
- c. Retrieve (e.g. from either the contractor employee and/or their company) all issued GSA Access Cards (e.g. PIV Cards) unless the contractor employee is working on a separate contract that requires the GSA Access Card; and
- d. Forward retrieved GSA Access Cards to OMA for destruction.

LCO Signature: _____ Date: _____

Acknowledgement Receipt and Acceptance of Appointment:

I have read, understand, accept, and shall comply with the contents of the COR/ACOR Appointment Letter for the subject contract. I have FAC-COR Level II or above and understand my obligation to maintain that certification for the life of the contract. I understand that I do not have the authority to obligate the Government and may be held personally liable for unauthorized acts.

COR Name: _____ Email: _____

COR Signature: _____ Date: _____

ACOR Name: _____ Email: _____

ACOR Signature: _____ Date: _____

Note: Please acknowledge receipt and acceptance of this appointment and return to the *<Select either LCO or LS>*, *<Name of LCO or LS>*, at *<Insert the LCO's or LS's e-mail address>*