Section G- Contract Administration

G.1 Background

This section provides roles, responsibilities, and contract administration requirements for BMO SB and each task order placed under BMO SB. Clauses and other requirements regarding contract administration may be designated by the OCO at the task order level

G.2 Roles and Responsibilities

This section describes the roles and responsibilities of Government and Contractor personnel. The current point of contact information of GSA's Key Personnel for BMO SB will be maintained on the official GSA BMO SB webpage (webpage address will be provided after award).

G.2.1 Program Manager (PM)

The BMO SB PM is a GSA Government official who performs various programmatic functions for the overall success of the BMO SB program.

G.2.2 Contracting Officer (CO)

The BMO SB CO is the sole and exclusive GSA Government official with actual authority to administer and/or modify the terms of BMO SB, monitor the Contractor's performance in the areas of contract compliance and contract administration, and assist the Contractor and OCO on matters related to the BMO SB terms and conditions.

The BMO SB CO may delegate routine administrative functions to an authorized BMO SB representative.

G.2.3 Ombudsman

Subject to GSAR 552.216-74, GSA designates an Ombudsman to BMO SB. For the purposes of BMO SB, there are two primary duties for the Ombudsman: (1) To review complaints from Contractors and ensure that they are afforded a fair opportunity for consideration in the award of task orders consistent with the procedures of BMO SB, and (2) To review a BMO SB CO decision to place a Contractor in Dormant Status. (See Section H36.5- Dormant Status)

G.2.4 Ordering Contracting Officer (OCO)

For purposes of BMO SB, authorized users are identified as OCOs. Only an authorized user, who is a delegated OCO, may solicit, award, and administer a task order under BMO SB. In order to qualify as an authorized user, a duly warranted Contracting Officer of the Federal Government, as defined in FAR Subpart 2.101, in good standing, must have a received a Delegation of Procurement Authority (DPA) from the BMO SB CO or BMO SB representative that is delegated by the BMO SB CO to issue DPAs. The OCO for each task order is the sole and exclusive Government official with actual authority to solicit, award, administer, and/or modify a task order under BMO SB.

The OCO is encouraged to contact the BMO SB CO or BMO SB PM for any BMO SB related assistance including but, not limited to, the following:

- Training on the BMO SB program and ordering procedures
- Task order scope compliance with BMO SB
- Task order solicitation development

- Assistance on disputes, claims, or protests under BMO SB
- Contractor performance under BMO SB

The OCO duties include, but are not limited to:

1. Requesting and receiving a Delegation of Procurement Authority (DPA) prior to soliciting and awarding a task order under BMO SB
2. Complying with the terms and conditions of BMO SB (See Section H.5.)
3. Complying with the ordering procedures outlined in FAR Subpart 16.505, and other agency specific regulatory supplements
4. Issuing task orders solicitations under the proper NAICS Code and corresponding BMO SB MA-IDIQ Contract Number (See Section H.6)
5. Allowing a reasonable time for fair opportunity proposal submission
6. Resolving any performance issues, disputes, claims or protests at the task order level
7. Responding to all Freedom of Information Act (FOIA) requests at the task order level
8. Entering task order performance evaluation in the Contractor Performance Assessment Reporting System (CPARS) or alternative past performance assessment reporting system mandated by customer agencies that do not require the use of CPARS
9. Closing out task orders in a timely manner

G.2.5 Contracting Officer's Representative (COR)

The OCO for each task order may designate a Contracting Officer Representative (COR) or Contracting Officer Technical Representative (COTR) to perform specific administrative or technical functions. The specific rights and responsibilities of the COR or COTR for each task order shall be described in writing, which upon request, may be provided to the Contractor. A COR/COTR has no actual, apparent, or implied authority to bind the Government.

G.2.6 Contractor Key Personnel

The Contractor shall assign a Corporate BMO SB Program Manager (COPM) and Corporate BMO SB Contract Manager (COCM) as Contractor Key Personnel to represent the Contractor as primary points-of-contact to resolve issues perform administrative duties, and other functions that may arise relating to BMO SB and task orders solicited and awarded under BMO SB. Additional Key Personnel requirements may be designated by the OCO at the task order level.

There is no minimum qualification requirements established for Contractor Key Personnel. Additionally, Contractor Key Personnel do not have to be full-time positions; however, the Contractor Key Personnel are expected to be fully proficient in the performance of their duties.

The Contractor shall ensure that the BMO SB CO has current point-of-contact information for both the COPM and COCM. In the event of a change to Contractor Key Personnel, the Contractor shall notify the BMO SB CO and provide all Point of Contact information for the new Key Personnel within 5 calendar days of the change.

All costs associated with Contractor Key Personnel duties shall be handled in accordance with the Contractor's standard accounting practices; however, no costs for Contractor Key Personnel may be billed to the BMO SB Program Office.

Failure of Contractor Key Personnel to effectively and efficiently perform their duties will be construed as conduct detrimental to contract performance and may result in activation of Dormant Status and/or Off-Ramping (See Sections H.36.5-Dormant Status, H.36.6-Off-Ramping)

G.2.7 Corporate BMO SB Contract Manager (COCM)

The Contractor's corporate management structure shall guarantee senior, high-level, program management of the BMO SB Program, including a COCM to represent the company in all BMO SB contract-related matters.

The COCM duties include, but are not limited to:

- Advising and assisting current and potential BMO SB customers regarding the technical scope of BMO SB and the overall attributes of the BMO SB Program
- Promoting customer use of the BMO SB contract
- Being ultimately responsible for ensuring that all reporting information required under BMO SB is provided accurately, thoroughly and timely
- Being ultimately responsible for all performance issues related to BMO SB and task orders awarded under BMO SB. Attending all BMO SB Program Management Review (PMR) Meetings and other BMO SB meetings as scheduled
- Verifying that the OCO soliciting or awarding a task order solicitation under BMO SB has a BMO SB Delegation of Procurement Authority (DPA). Verification can be provided by the BMO SB CO,BMO SB PM, or duly authorized representative
- Ensuring the company's task order awards under BMO SB are contractually in compliance with BMO SB (See Section H.4- Ordering Procedures)
- Ensuring all data within the BMO SB Reporting Module is current, accurate, and complete (See Section G.3.2.1-BMO SB Reporting Module)
- Ensuring contract administrative functions and meeting all the performance reporting and compliance standards listed under (Section F.4-Performance Status), are maintained
- Being ultimately responsible for ensuring that all contractual agreements, including modifications, are negotiated and put in place expeditiously
- Being ultimately responsible for ensuring that all task order invoicing is accurate and timely
- Attending all BMO SB Program Management Review Meetings (PMR) and other BMO SB meetings as scheduled

G.3 Contract Administration Requirements

The following sections describe the administration requirements for BMO SB and task orders awarded under BMO SB. The COCM shall be the primary point-of-contact for these requirements.
Failure to meet administration requirements may result in activation of Dormant Status and/or Off-Ramping (See Sections H.36.5 Dormant Status and H.36.6-Off-Ramping)

G.3.1 Contract Access Fee (CAF)

Total CAF Remittance for each task order is calculated as follows: Total Paid Invoice (minus the CAF CLIN) multiplied by the CAF Percentage.

In response to all task order solicitations, regardless of contract type, the Contractor shall always propose a CAF rate of 2% of the total fixed-price or total estimated costs, including options. The total CAF amount shall be proposed as a separate and distinct Contract Line Item Number (CLIN) for the base year(s) and each option period (if applicable).

The actual dollar amount to be billed to the customer upon task order award will depend upon the total BMO SB business volume with the customer or whether the customer organization has a CAF Memorandum of Understanding (CAF MOU) agreement in place with the BMO SB Program Office.

No later than January 15th of each calendar year, the BMO SB Program Office will notify the Contractor if there are any changes to the CAF rate.

G.3.2 BMO SB Reporting Module

The specific system for all task order awards, modifications, invoices, and CAF payment data will be electronically through BMO SB Reporting Module located within the GSA Assisted Acquisition Services (AAS) Business Systems Portal.

G.3.2.1 Task Order Award Data

The Contractor shall report all task order award data within 30 calendar days of award. Regardless of contract type, all task order award data shall include:

1. BMO SB MA-IDIQ Contract Number
2. Task Order Award Number (**NOT** the Solicitation Number)
3. Task Order Description e.g., O&M Services Project)
4. Predominant Contract Type (e.g., T&M, FFP, etc.)
5. Task Order NAICS Code
6. Task Order PSC Code
7. Customer OCO Name, Phone Number, and E-mail Address
8. Customer Agency Name and Full Address
9. Customer Agency Code and Bureau Code
10. Initial Period of Performance
11. Award Date
12. Contract Line Item Numbers (CLINs) of the task order. (If the task order does not establish CLINs, the Contractor shall input CLIN Number 9999 as a single CLIN for all billing)
13. Contract Type for each CLIN
14. An electronic copy of the complete task order solicitation issued by the OCO
15. An electronic copy of the complete task order awarded by an OCO

G.3.2.2 Fixed Price Award Data

In addition to the data required under Section G.3.2.1-Task Order Award Data all Fixed Price award data shall also include:

1. Initial Obligated/Funded amount
2. Total Firm Fixed Price, including the base and all option periods by CLIN Number
3. Initial Maximum Incentive or Award Fee, if applicable

G.3.2.3 T&M/Labor Hour Award Data

In addition to the data required under Section G.3.2.1-Task Order Data., all T&M/Labor Hour award data shall also include:

1. Initial Obligated/Funded amount
2. Total task order ceiling, including the base and all option periods by CLIN Number
3. Awarded labor categories and SOC numbers
4. The Loaded Hourly Labor Rate and Hours by each corresponding BMO SB labor category, for the base and all option periods

5. The Loaded Hourly Labor Rate and Hours by each Service Contract Labor Standards, Specialized Professional Services Labor, Davis Bacon Act Labor, and Collective Bargaining Agreements (CBA), including a title and description of the labor category, if applicable, for the base and all option periods

G.3.2.4 Task Order Modification Data

The Contractor shall report all task order modification data within 30 calendar days of receiving a signed copy of the modification.

Modification data shall include:

1. BMO SB MA-IDIQ Contract Number
2. Task Order Award Number (**NOT** the Solicitation Number)
3. Modification Number
4. Modification Description (e.g., Incremental Funding, Exercise Option, Change Order, etc.)
5. OCO Point of Contact (Name, Phone Number, E-mail Address)
6. Modification Period of Performance (Do **NOT** change the initial start date of the task order)
7. Modification Date
8. Modification Obligated/Funded amount allocated to the applicable Contract Line Item Numbers (CLINs)
9. An electronic copy of the complete modification awarded by an OCO

G.3.2.5 Invoice Data

The Contractor shall report invoice data from each paid invoice within 15 calendar days after the end of the reporting month, including the invoice data on task orders issued through the GSA AAS Business System Portal. If no Invoice Data was received during a required reporting period for a specific task order, the Contractor shall report in the "Zero Invoice Data" screen located in the BMO SB Reporting Module system for that particular task order.
Regardless of contract type, the Contractor shall report the following:

1. BMO SB MA-IDIQ Contract Number
2. Task Order Award Number (**NOT** the Solicitation Number)
3. Contractor Invoice Number
4. Date Invoice Paid
5. Amount of invoice that was subcontracted.
6. Amount of invoice that was subcontracted to a small business.
7. For each contract type, the Contractor shall report as follows:
8. Fixed Price task orders: Total Amount Paid (Lump Sum) by Contract Line Item Number (CLIN)
9. T&M or L-H type task orders: Total Amount Paid (Lump Sum) by CLIN

G.3.3 Environmentally Sustainable Products Reporting

The Contractor shall submit a monthly Sustainable Products Report quantifying by the environmental program (e.g. Energy Start), the dollar value of sustainable products used or supplied under each task order issued under this contract (as defined in Section J- Sustainable Products). The report shall be submitted to through BMO SB Reporting Module located within the GSA Assisted Acquisition Services (AAS) Business Systems Portal within fifteen (15) calendar days following the end of each reporting month.

The report shall include:

1. BMO SB MA-IDIQ Contract Number
2. Task Order Award Number (NOT the Solicitation Number)

3. Dollar Value of the Environmentally Sustainable Products used, by environmental programs
4. Brief Explanation of the methodology used to calculate the dollar value of sustainable products used or supplied

The Contractor is also responsible for complying with the biobased reporting requirements identified in 52.223-2, ***Affirmative Procurement of Biobased Products Under Service and Construction Contracts***.

G.3.4 CAF Payment Data

The Contractor shall remit the CAF in U.S. dollars to GSA within 30 calendar days after the end of each calendar quarter for all invoice payments received during that calendar quarter as follows:

Calendar Quarters	**CAF Due**
1st Quarter January 1st – March	April 30th
2nd Quarter April 1st – June 30th	July 30th
3rd Quarter July 1st – September	October 30th
4th Quarter October 1st – December	January 30th

Where CAF for multiple invoice payments (on one or more task orders) is due, the Contractor may consolidate the CAF owed into one payment.

Failure to remit the full amount of the CAF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6, Contact Debts. In addition, the Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or off setting payments and interest on the debt.

The Contractor's failure to accurately and timely remit the CAF is sufficient cause for the Government to Off-Ramp the Contractor (See Section H.35.6-Off Ramp)
CAF Payment Data shall include:

1. Trace Number
2. Total Remitted Amount
3. Remit Date
4. Amount applied to each Task Order Number (for the reported payment)

Contractors are required to submit CAF payments via Pay.gov

G.3.5 Closeout Data

The Contractor shall submit task order close-out data quarterly following the expiration of a task order. This shall be accomplished for each and every task order. This data shall include:

1. Final Task Order Dollar Value
2. Cumulative Invoiced Amount
3. Total CAF Amount Paid
4. CAF Balance Owed
5. Final Invoice Paid (Y/N)
6. Release of Claims Date
7. Pending Actions Preventing Close-out

comments section of the ISR/SSR.

G.3.6 Contractor Performance Assessment Reporting System (CPARS)

Past performance information is relevant information, for future source selection purposes, regarding a Contractor's actions under a previously awarded contracts. It includes, for example, the Contractor's record of conforming to contract requirements and to standards of good workmanship; record of forecasting and

controlling costs; adherence to contract schedules, including the administrative aspects of performance; history of reasonable and cooperative behavior and commitment to customer satisfaction; reporting into required databases; record of integrity and business ethics; and, business-like concern for the interest of the customer.

The BMO SB Program Office requires use of the Contractor Performance Assessment Reporting System (CPARS) modules as the secure, confidential, information management tool to facilitate the performance evaluation process for both BMO SB and task orders awarded under BMO SB. However, if a customer agency requires an alternative past performance assessment reporting system for a specific task order(s) other than CPARS, the alternative reporting system takes precedence over CPARS.

The COCM will serve as a primary contact and who will be authorized access to the evaluation for review and comment for BMO SB and task orders awarded under BMO SB. The COCM shall respond promptly to past performance evaluations as documented by the OCO at the task order level and the BMO SB CO for BMO SB.

In addition, the COCM will be required to identify an alternate contact that will be responsible for notifying the BMO SB CO in the event the primary contact is unavailable to process evaluations within the required 30-day time frame.

G.3.7 BMO SB CPARS

The BMO SB CO will evaluate interim Contractor performance on an annual basis and final Contractor performance upon contract completion using the process and criteria in CPARS.

Evaluations of Contractor performance will be provided to the Contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of 30 days opportunity to submit comments, rebutting statements, or additional information.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by Federal agencies to support future award decisions.

G.3.7.1 Task Order CPARS

The BMO SB CO does not administer or evaluate task order performance. It is the sole responsibility of Federal customer agencies to evaluate each task order exceeding the simplified acquisition threshold under BMO SB using the process and criteria in CPARS or alternative past performance assessment reporting system. OCOs and customer agencies must use CPARS for task orders awarded under BMO SB unless otherwise mandated by the customer agency to utilize past performance systems other than CPARS.

At a minimum, the OCO will be responsible for evaluating final Contractor performance upon task order completion. Interim performance evaluations may be conducted as prescribed by the customer agency's procedures on any task order with a period of performance exceeding one year.

Evaluations of Contractor performance will be provided to the Contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of 30 days to submit comments, rebutting statements, or additional information.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the task order file, and may be used by Federal agencies to support future award decisions.

G.3.8 Insurance

The insurance coverage specified in FAR Subpart 28.3 Insurance, is the minimum insurance requirement for BMO SB.

The OCO may require additional insurance coverage or higher limits specific to a task order awarded under BMO SB. If the task order does not specify any insurance coverage amounts, the minimum insurance requirements in FAR Subpart 28.3 and FAR Clause 52.228-5 Insurance Work on Government Installation, shall apply to the task order. OCOs must tailor insurance coverage clauses, provisions, and other applicable terms and conditions specific to each task order's contract type, solicitation, and award.

The Contractor must maintain the minimum insurance coverage for the entire term of BMO SB. The Contractor shall notify the BMO SB CO and designated OCO for affected task orders, in writing, if there are any changes in the status of their insurance coverage and provide the reasons for the change and copies of ACORD Form, Certificate of Liability Insurance, as applicable.

The BMO SB website will maintain a record of each BMO SB Contractor's status of insurance coverage for the OCO. Only those Contractors that meet the insurance coverage requirements on task order solicitations shall be eligible to compete.

G.3.9 Mergers, Acquisitions, Novations, and Change-Of-Name Agreements

If a Contractor merges, is acquired, or recognizes a successor in interest to Government contracts when Contractor assets are transferred; or, recognizes a change in a Contractor's name; or, executes novation agreements and change-of-name agreements by a CO other than the BMO SB CO, the Contractor must notify the BMO SB CO and provide a copy of the novation or other any other agreement that changes the status of the Contractor.

G.3.10 Responsibility and FAPIIS

The Contractor shall maintain sufficient resources and meet the responsibility standards and Contractor qualifications set forth in FAR Part 9, Contractor Qualifications, to continue performance under the BMO SB program.

Subject to FAR 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters, the Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the term of BMO SB.

G.3.11 VETS-100A Reports

Subject to FAR 22.1303, Applicability, and FAR 52.222-37, Employment Reports on Veterans, the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) Contractors and Subcontractors to report annually to the Department of Labor the number of employees in their workforces, by job category and hiring location, who are qualified covered veterans. VEVRAA also requires Contractors and Subcontractors to report the number of new hires during the reporting period who are qualified covered veterans.

Contractors shall submit a VETS-100A report annually to the DOL VETS-100A website and provide confirmation to the BMO SB CO, even if the Contractor has no covered veterans or new employees to report during the reporting period.

G.3.12 FSRS Reports

Subject to FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards, Contractors are required to file a Federal Funding Accountability and Transparency Act (FFATA) Sub-Award Report by the end of the month following the month in which the prime Contractor awards any sub-contract greater than $25,000 into the FFATA Sub-Award Reporting System (FSRS).

G.4 BMO SB and Task Order Close Outs

BMO SB contracts will be closed out upon the close-out of all task orders awarded under BMO SB and all CAF fees submitted.

The OCO is responsible for closing out their task orders under BMO SB. Task order close-out will be accomplished within the procedures set forth in FAR Part 4, Administrative Matters, and FAR Part 42, Contract Administration and Audit Services, and other agency specific regulatory supplements.
The OCO is encouraged to utilize FAR Subpart 42.708, Quick-Closeout Procedures, to the maximum extent practicable. The OCO has the authority to negotiate settlement of indirect costs in advance of the determination of final indirect cost rates if the task order is physically complete and the amount of unsettled indirect cost to be allocated to the task order is relatively insignificant. A determination of final indirect costs under quick-closeout procedures shall be final for the task order it covers and no adjustment shall be made to other task orders for over-or under-recoveries of costs allocated or allocable to the task order covered by the agreement. Once agreement for quick-closeout is reached on an individual task order, a bilateral modification will be issued to close out the task order.

The Contractor agrees to cooperate with the OCO to close out task orders as soon as practical after expiration, cancellation, or termination. The Contractor must report all task order close outs in the BMO SB Management Module (OMM) (See Section G.3.2).

G. 5 Option Determination

After the initial contract term of 5 years, BMO has included an option to extend the term of the contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Contractor that performs at a level which meets or exceeds GSA's quality performance expectations.

In recognition of exceptional contract and task order performance and demonstration of fair and reasonable pricing of a particular Contractor during their initial 5 year term of performance, the Government will consider exercising a Contractor's Option 1 for an additional 5 year term.

The option determination for each Contractor will be based on FAR Subpart 17.207 for exercising the option term; the overall quality of the Contractor's past performance under BMO and task orders awarded against BMO; meeting the deliverable and compliance standards; and maintaining a strategic partnership between the BMO Contractors, GSA personnel, and Federal customers to identify and achieve reciprocal goals.

(End of Section G)