

(1) Award of the contract may result in an unfair competitive advantage; or

(End of Clause)

(2) The Contractor's objectivity in performing the contract work may be impaired.

[71 FR 2438, Jan. 13, 2006]

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict.

**2452.215-70 Proposal Content.**

As prescribed in 2415.209(a), insert a provision substantially the same as the following:

PROPOSAL CONTENT (FEB 2000)

The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.

(a) Proposals shall be submitted in two parts as described in paragraphs (b) and (c) below. Each of the parts must be complete in itself so that evaluation of each part may be conducted independently, and so that the technical and management part may be evaluated strictly on its own merit. Proposals shall be submitted in the format, if any, prescribed elsewhere in this solicitation. Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. The offeror's name and address, the solicitation number and the date and time specified in the solicitation for proposal submission must appear in writing on the outside of the package.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(b) Proposals shall be submitted in original and [insert number] copies of Part I and [insert number] copies of Part II.

(d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

(c) Part I—Technical and Management.

(End of clause)

(1) *Prior experience.* The offeror shall provide evidence of the offeror's (i.e., firm's or organization's) prior and current experience in performing the work and/or providing the deliverables required by the solicitation.

**2452.211-70 Effective date and contract period.**

As prescribed in 2411.404(a), insert the following clause:

EFFECTIVE DATE AND CONTRACT PERIOD (FEB 2006)

(a) This contract shall be effective on \_\_\_\_\_ [Contracting Officer insert date at award].

(2) *Past Performance.* The offeror shall provide evidence of the offeror's past performance in accomplishing work—including meeting delivery dates and schedules—the same as, or substantially similar to, that required by the solicitation. The offeror shall provide references as follows [Contracting Officer insert specific instruction for reference check information required].

(b) The contractor shall complete all work including all deliveries by \_\_\_\_\_ [Contracting Officer insert date at award].

(3) *Personnel qualifications.* The offeror shall provide the names, position descriptions and information to support the qualifications—including relevant experience, specialized training and education—of all proposed key personnel (see the clause entitled "Key Personnel" in this solicitation for further definition). The term "personnel" shall include any proposed consultants and subcontractor employees who will perform duties of key personnel.

(c) Delivery dates for specific services and deliverables shall be as set forth in the Schedule.

(End of clause)

(4) *Management Capability.* The offeror shall provide evidence of his/her organization's ability to manage the work required under the proposed contract. The offeror shall describe how the work will be organized, the proposed staffing and the responsibilities and existing commitments of proposed staff.

Alternate I (FEB 2006). As prescribed in 2411.404(b), add the following paragraph (d):

(d) In accordance with the clause at 52.217-9, "Option to Extend the Term of the Contract," the contract may be extended for the following periods:

Option No.	Period
[list] .....	[dates].

(5) *Technical Capability.* The offeror shall provide a detailed description of how he/she

**2452.216-70**

proposes to conduct the work required under the proposed contract.

(6) *Mandatory Minimum Requirements.* The offeror shall provide evidence, including copies of documents, as appropriate of [contracting officer insert description of requirement(s), e.g., licenses, minimum experience, etc., or delete this paragraph if not applicable].

(d) Part II—Business Proposal.

(1) The Offeror shall complete the Representations and Certifications provided in Section K of this solicitation and include them in this Part II.

(2) The offeror shall provide information to support the offeror’s proposed costs or prices as prescribed elsewhere in this Section L.

(End of provision)

*Alternate I* (OCT 1999). As prescribed in 2415.209(a), if the award selection will be made through the lowest-priced technically acceptable proposal method, substitute paragraph (c) with the following:

(c) Part I—Technical and Management Information.

(1) *Prior experience.* The offeror shall provide evidence that the offeror’s (i.e., firm’s or organization’s) prior experience meets the following minimum standards: [contracting officer insert specific experience requirements].

(2) *Past Performance.* The offeror shall provide evidence of the offeror’s past performance as follows: [contracting officer insert specific performance requirements]. The offeror shall provide references as follows [contracting officer insert specific instruction for reference check information required].

(3) *Personnel qualifications.* The offeror shall provide the names, position descriptions and evidence that proposed key personnel (see the clause entitled “Key Personnel” elsewhere in this solicitation for definition) meet the minimum qualifications described below. The term “personnel” includes any proposed consultants and subcontractor employees who will perform duties of key personnel. The minimum qualifications are: [contracting officer insert descriptions]

(4) *Management Capability.* The offeror shall provide evidence of his/her organization’s ability to manage the work required under the proposed contract. The offeror shall describe how the work will be organized, the proposed staffing and the responsibilities and existing commitments of proposed staff.

(End of provision)

*Alternate II* (OCT 1999). As prescribed in 2415.209(a), if the proposed contract requires work on, or access to, sensitive automated systems as described

**48 CFR Ch. 24 (10-1-06 Edition)**

in 2452.239-70, add the following subparagraph, numbered sequentially, to paragraph (c):

The offeror shall describe in detail how the offeror will maintain the security of automated systems as required by clause at 48 CFR 2452.239-70 in Section I of this solicitation.

(End of provision)

[61 FR 19472, May 1, 1996, as amended at 64 FR 46098, Aug. 23, 1999; 65 FR 3573, Jan. 21, 2000]

**2452.216-70 Estimated cost, base fee and award fee.**

As prescribed in 2416.406(e)(1), insert the following clause in all cost-plus-award-fee contracts:

ESTIMATED COST, BASE FEE AND AWARD FEE  
(FEB 2006)

(a) The estimated cost of this contract is \$[insert amount].

(b) A base fee is payable in the amount of \$[insert amount]. The government will make payment of the base fee in [insert number] increments on the schedule set forth in the Performance Evaluation Plan established by the government. The amount payable shall be based on the progress toward completion of contract tasks as determined by the Contracting Officer. Payment of the base fee is subject to any withholdings as provided for elsewhere in this contract.

(c) A maximum award fee available for payment is \$[insert amount]. The government shall make payments of the award fee in accordance with the schedule established in the Performance Evaluation Plan and the Evaluation Period(s) set forth in the Distribution of Award Fee clause.

(End of clause)

[71 FR 2438, Jan. 13, 2006]

**2452.216-71 Award fee.**

As prescribed in 2416.406(e)(2), insert the following clause in all fixed-price-award-fee contracts:

AWARD FEE (FEB 2006)

In addition to the fixed-price for this contract set forth in the Schedule, a maximum award fee of \$[insert amount] is available for payment. The government shall make payments of the award fee in accordance with the schedule established in the Performance Evaluation Plan and the Evaluation Period(s) set forth in the Distribution of Award Fee clause.