Federal Acquisition Regulation

52.227–23 Rights to Proposal Data (Technical).
As prescribed in 27.409(1), insert the following clause:

RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)
Except for data contained on pages ____ it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the Rights in Data—General clause contained in this contract) in to the technical data contained in the proposal dated ____, upon which this contract is based.

(End of clause)

52.228–1 Bid Guarantee.
As prescribed in 28.101–2, insert a provision or clause substantially as follows:

BID GUARANTEE (SEP 1996)
(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier’s check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
(c) The amount of the bid guarantee shall be ____ percent of the bid price or $____, whichever is less.
(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

52.228–2 Additional Bond Security.
As prescribed in 28.106–4(a), insert the following clause:

ADDITIONAL BOND SECURITY (OCT 1997)
The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if—
(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;
(b) Any surety fails to furnish reports on its financial condition as required by the Government;
(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC’s scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228–3 Workers’ Compensation Insurance (Defense Base Act).
As prescribed in 28.309(a), insert the following clause:

WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
(a) The Contractor shall—
(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers’ compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 902) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed.
52.228–4 Workers’ Compensation and War-Hazard Insurance Overseas

As prescribed in 28.309(b), insert the following clause:

52.228–4 Enterprises' Compensation and War-Hazard Insurance Overseas (Apr. 1984)

(a) This paragraph applies if the Contractor employs anyone who, but for a waiver granted by the Secretary of Labor, would be subject to workers’ compensation insurance under the Defense Base Act (42 U.S.C. 1651 et seq.). On behalf of employees for whom the applicability of the Defense Base Act has been waived, the Contractor shall (1) provide, before commencing performance under this contract, at least that amount of workers’ compensation insurance or the equivalent as the laws of the country of which these employees are nationals may require and (2) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act would apply but for the waiver, a clause similar to this paragraph (a) (including this sentence) imposing upon those subcontractors this requirement to provide such workers’ compensation insurance coverage.

(b) This paragraph applies if the Contractor or any subcontractor under this contract employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to the War Hazards Compensation Act (42 U.S.C. 1701 et seq.). On behalf of employees for whom the applicability of the Defense Base Act (and hence that of the War Hazards Compensation Act) has been waived, the Contractor shall, subject to renumbering as provided elsewhere in this contract, afford the same protection as that provided in the War Hazards Compensation Act (except that the level of benefits shall conform to any law or international agreement controlling the benefits to which the employees may be entitled. In all other respects, the standards of the War Hazards Compensation Act shall apply; e.g., the definition of war-hazard risks (injury, death, capture, or detention as the result of a war hazard as defined in the Act), proof of loss, and exclusion of benefits otherwise covered by workers’ compensation insurance or the equivalent. Unless the Contractor elects to assume directly the liability to subcontractor employees created by this clause, the Contractor shall insert, in all subcontracts under this contract to which the War Hazards Compensation Act would apply but for the waiver, a clause similar to this paragraph (b) (including this sentence) imposing upon those subcontractors this requirement to provide war-hazard benefits.

(End of clause)

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Workers’ Compensation and War-Hazard Insurance Overseas (Apr. 1984)

(a) This paragraph applies if the Contractor employs anyone who, but for a waiver granted by the Secretary of Labor, would be subject to workers’ compensation insurance under the Defense Base Act (42 U.S.C. 1651 et seq.). On behalf of employees for whom the applicability of the Defense Base Act has been waived, the Contractor shall (1) provide, before commencing performance under this contract, at least that amount of workers’ compensation insurance or the equivalent as the laws of the country of which these employees are nationals may require and (2) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act would apply but for the waiver, a clause similar to this paragraph (a) (including this sentence) imposing upon those subcontractors this requirement to provide such workers’ compensation insurance coverage.

(b) This paragraph applies if the Contractor or any subcontractor under this contract employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to the War Hazards Compensation Act (42 U.S.C. 1701 et seq.). On behalf of employees for whom the applicability of the Defense Base Act (and hence that of the War Hazards Compensation Act) has been waived, the Contractor shall, subject to renumbering as provided elsewhere in this contract, afford the same protection as that provided in the War Hazards Compensation Act (except that the level of benefits shall conform to any law or international agreement controlling the benefits to which the employees may be entitled. In all other respects, the standards of the War Hazards Compensation Act shall apply; e.g., the definition of war-hazard risks (injury, death, capture, or detention as the result of a war hazard as defined in the Act), proof of loss, and exclusion of benefits otherwise covered by workers’ compensation insurance or the equivalent. Unless the Contractor elects to assume directly the liability to subcontractor employees created by this clause, the Contractor shall insert, in all subcontracts under this contract to which the War Hazards Compensation Act would apply but for the waiver, a clause similar to this paragraph (b) (including this sentence) imposing upon those subcontractors this requirement to provide war-hazard benefits.

(End of clause)

[79 FR 31202, May 30, 2014]