



Landing Ship Medium (LSM) Program (LLTM)

Terms and Conditions

Contract Number: N0002425-C-2415

Bollinger Shipyards Lockport, L.L.C.

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LANDING SHIP MEDIUM (LSM) PROGRAM SUPPLEMENT TO THE PURCHASE ORDER TERMS & CONDITIONS

These terms modify and are in addition to the Standard Government Purchase Terms available at [PO Terms & Conditions - Bollinger Shipyards](#)

1.0 DEFINITIONS

(This SECTION replaces, in its entirety, the Definitions Clause of Part A - Bollinger's STANDARD Purchase order terms and conditions)

- a) "Bollinger" and "Buyer" means the Bollinger company shown on the face of the particular Purchase Order.
- b) "Seller" or "Seller" means the company supplying the equipment and/or services detailed in a Purchase Order.
- c) The "Government," "Owner," or "USG" means the United States of America and includes the U.S. Government and any duly authorized representative thereof.
- d) "The Prime Contract" means the U.S. Government contract for the LSM program, awarded to Bollinger by the USG, under Contract Number N0002425C2415.
- e) "Contract" or "Agreement" means the contract or agreement between Bollinger and Seller.
- f) "Purchase Order" means any order issued from time to time by a Bollinger company for services, labor, materials or products, and hereinafter sometimes abbreviated as "P/O".
- g) "Days" means calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day. When used, "working day" excludes weekends and U.S. Federal holidays.
- h) "Delivery Date" means the date specified by Bollinger in a PO by which goods shall be delivered or services shall be completed by Seller.
- i) The term "FAR" means the Federal Acquisition Regulation as printed in Chapter 1 of Title 48 of the Code of Federal Regulations. All references to the FAR in this contract shall be deemed also to include the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- j) The term "lower-tier" subcontractor, Sellers, or suppliers means any contractual agreement entered into by Seller, the purpose of which is to provide goods or services that are required to fulfill the obligations under the Agreement or Purchase Order.

2.0 APPLICABLE LAWS AND LICENSES

- a) Regardless of its place of negotiation, execution, or performance, this Contract shall be governed by the laws of Louisiana.
- b) Seller shall comply with all statutes, legal directives and regulations in its performance under this Contract.



- c) In the event that the goods do not conform with any legal requirement in addition to the requirements and Bollinger is penalized for such nonconformance, Seller shall indemnify Bollinger for all penalties, costs and expenses, including interest levied against Bollinger.

3.0 CONFLICT

- a) In the event that a conflict or ambiguity arises in the interpretation of any contract documents, the Seller shall formally notify Bollinger of the conflict for clarification, or correction as appropriate.
- b) Conflicts or ambiguities shall be resolved in accordance with the following order of precedence, with the first listed item having a higher precedence than later listed items:
 - i) Provisions required by statute, regulation or Government contract;
 - ii) Any special provisions of this P/O;
 - iii) these Terms & Conditions;
 - iv) statement of work;
 - v) specifications; and
 - vi) drawing(s).
- c) In the event a Master Work Contract is effective between the parties, these Terms and Conditions supersede the Master Work Contract for any P/O issued for the LSM program.
- d) Notwithstanding anything herein, the Seller shall be bound to the Buyer to the same extent that Buyer is bound to the U.S. Government or other federal agency under the Contract, including the requirements of applicable FAR Clauses and the International Traffic in Arms Regulation the regardless of the presence of any Master Work Contract.
- e) Additional or differing terms or conditions proposed by Seller are objected to by Bollinger and have no effect unless expressly accepted in writing by Bollinger.

4.0 INSURANCE

In the event Seller is required to enter Bollinger's facilities or other location to perform work, Seller agrees to carry the following insurance throughout the entire period of this Contract for the benefit of Bollinger, their customers and persons for whom Bollinger and its contractors are performing work or furnishing services for any reason at any time, and the respective officers, directors, employees, contractors, agents and parent, subsidiary and affiliated companies of all the foregoing (collectively the "Bollinger Group"):

- i) Worker's Compensation Insurance that complies with the laws of every State in which work is performed and which includes an endorsement providing coverage required by the U. S. Longshoremen's and Harbor Workers' Compensation Act, as amended. Such insurance shall be endorsed as primary to and non-contributory with any insurance carried by Bollinger Group, shall waive underwriters' rights of

- subrogation against Bollinger Group, and shall be endorsed to treat an “in rem” claim as a claim against the employer. Such insurance shall also contain an alternate/statutory employer endorsement naming Bollinger Group as alternate and statutory employers and providing coverage to Bollinger as alternate and/or statutory employers.
- ii) Employer’s Liability Insurance with limits of not less than \$1,000,000 each accident, each employee. Such insurance shall be endorsed to provide maritime liability coverage including, but not limited to, coverage for claims under the Jones Act, General Maritime Law, Death on the High Seas Act, Outer Continental Shelf Lands Act and state law incorporated thereby. Such insurance shall name Bollinger Group as additional insureds, shall be endorsed as primary to and non-contributory with any insurance carried by Bollinger Group, shall be endorsed to treat an “in rem” claim as a claim against the employer, and shall waive underwriters’ rights of subrogation against Bollinger Group.
 - iii) Business Automobile Liability Insurance with combined bodily injury and property limits of not less than \$1,000,000 each occurrence, including coverage for all owned, non-owned and hired vehicles, for operations conducted by Seller in all jurisdictions, both foreign and domestic. Such insurance shall name Bollinger Group as additional insureds, shall be endorsed as primary to and non-contributory with any insurance carried by Bollinger Group and shall waive underwriters’ rights of subrogation against Bollinger Group.
 - iv) Comprehensive General Liability Insurance under the occurrence form with limits of not less than \$1,000,000 combined single limits, providing coverage for, among other things, bodily injury, illness and property damage. Such insurance shall delete all watercraft, Insured’s Work/Product, Impaired Property and Pollution exclusions, and shall be endorsed to provide products/completed operations coverage, ship repairers’ coverage, “in rem” coverage and contractual liability coverage (including coverage for the defense and indemnity obligations undertaken in this contract). Such insurance shall also name Bollinger Group as additional insureds, shall be endorsed as primary to and non-contributory with any insurance carried by Bollinger Group and shall waive underwriters’ rights of subrogation against Bollinger Group.
 - v) If Seller rents, leases or utilizes vessels, barges or other marine equipment and/or marine services hereunder, Seller, in addition to all other insurance coverages required herein, shall carry Hull Insurance on the vessels, barges and other marine equipment to the full value thereof, Protection & Indemnity Insurance with primary limits of \$1,000,000 per occurrence, tower’s legal liability for tugboats utilizing primary limits of \$1,000,000 per occurrence and excess liability coverage in the amount of \$10,000,000 over and above the P & I and tower’s liability primary limits. Such insurance shall be endorsed to waive all “owner” and “as owner of” clauses and any other clauses that purport to limit insurers’ coverage obligation to the value of the vessel. Such insurance shall also name Bollinger Group as additional insureds, shall be endorsed as primary to and non-contributory with any insurance carried by Bollinger Group and shall waive underwriters’ rights of subrogation against Bollinger Group.

- vi) Excess Liability Insurance coverage with limits of at least \$5 Million on following form excess of the coverages set out in the paragraphs above.

If engineering, design or other professional services (including, but not limited to, any of the following associated with the provision of services, supplies, or products; the evaluation of technical specifications, the evaluation of legal or regulatory standards, the evaluation of performance standards, and/or the performance or evaluation of calculations or drawings) are provided in connection with a Purchase Order, Professional Liability Insurance will be provided with limits of not less than \$5,000,000 to cover errors and omissions for such Professional service.

All insurance required under this Contract shall be carried by Seller with insurance companies rated not less than Best's "A-VII" or which are otherwise acceptable to Bollinger per written confirmation. All of the policies referenced in this Contract shall provide at least thirty (30) days written notice of cancellation of policy or of any other material change that would reduce the insurance or liability of the respective policies. All policies shall be endorsed and/or written to afford the Bollinger Group no less coverage than that provided to the named insured, and shall not limit coverage based on the completion of Seller's operations or the existence of Bollinger Group fault or strict liability. If Seller employs any subcontractors, then Seller will require that Seller's subcontractors obtain the same insurance policies and conditions in favor of the Bollinger Group.

If any of the policies of insurance required above fail to afford coverage to the Bollinger Group for any reason, Seller shall assume the role of insurer.

Seller's compliance, or its failure to comply, with the insurance provisions of this Agreement shall not relieve or limit its obligation to indemnify or hold the Bollinger Group harmless where and to the extent so required by the provisions of this Agreement.

5.0 STANDARDIZATION

- a) The U.S. Government has expressed a desire to procure multiple vessels under the LSM program. It is extremely important to the U.S. Government to maintain standardization within the LSM fleet.
- b) Equipment supplied under the LSM program for follow-on vessels shall be identical to that supplied for the first vessel, unless otherwise approved in advance in writing by Bollinger.
- c) Any cost incurred by Bollinger for changes proposed by Seller shall be to Seller's account. Changes shall include, but not be limited to, changes to the model number, components, parts, part numbers, technical data packages, software, firmware, hardware, VFI, or similar items.

6.0 ASSIGNMENT

- a) Any assignment of Seller's contract rights or delegation of Seller's duties shall be void, unless prior written consent is given by Bollinger.



7.0 COMMUNICATION WITH BOLLINGER CUSTOMER

- a) Bollinger shall be solely responsible for formal contractual interface with the Bollinger customer, including the U.S. Government, as it affects the applicable Prime Contract, this Contract, and any related contract.

8.0 CONTRACT DIRECTION

- a) Bollinger personnel may, from time to time, render assistance or give advice or discuss or affect an exchange of information with Seller's personnel concerning the work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment.
- b) Except as otherwise provided herein, all notices to be furnished by Seller shall be sent to the appropriate Bollinger Procurement Representative.

9.0 ELECTRONIC CONTRACTING

- a) The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any Acknowledgement thereof, on the basis that this Contract or Acknowledgement contains an electronic signature.

10.0 INDEPENDENT CONTRACTOR RELATIONSHIP

- a) Seller is an independent contractor in all of its operations and activities hereunder. The employees used by Seller to perform work under this Contract shall be Seller's employees exclusively without any relation whatsoever to Bollinger.
- b) Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

11.0 ACCESS TO SELLER'S FACILITY

- a) Officers, employees, and associates of Bollinger with the U.S. Government and their subcontractors, shall, as authorized by Bollinger, have at all reasonable times, admission to the Seller's facility, where and as required, and be permitted within the Seller's facility to perform and fulfill their respective obligations to the U.S. Government.
- b) The Seller shall make reasonable arrangements with Bollinger or contractors of the U.S. Government that have been identified and authorized by Bollinger to be given access to the Seller's facility, office space, work areas, storage or shop areas, or other facilities and services reasonable and necessary for the performance of the respective responsibilities involved.

12.0 ACCESS TO BOLLINGER'S FACILITY

- a) Provided Seller has met the insurance requirements of the Insurance article of this T&C, Seller may, with Bollinger's approval and permission:
 - i) access, enter, board and/or utilize Bollinger's and its contractors' premises, dry-docks and/or vessels (hereinafter referred to as "Access");
 - ii) access, enter, board and/or utilize Bollinger's customers' premises and/or vessels (hereinafter also referred to as "Access"); and/or
 - iii) furnish labor, services, equipment, or materials on Bollinger's premises, on vessels at, adjacent to or dry-docked on Bollinger's premises, on any vessels owned by Bollinger, its customers and/or contractors and/or on vessels undergoing sea trials or other testing .
- b) Seller's Access to Bollinger's facility is conditioned on Seller's agreement to and compliance with the following:
 - i) Seller and its employees and subcontractors shall to follow Bollinger Safety Rules/Procedures when performing work on Bollinger facilities.
 - ii) Seller agrees to use its vehicle(s) on Bollinger's premises at its own risk and that Bollinger will not be responsible for damage to Seller's vehicle(s) as the result of normal operations, such as blasting, painting, road oiling, etc.
 - iii) The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Bollinger's workplace, and any Seller or employee of Seller agrees that Bollinger may test any Seller or Seller's employee on Bollinger's premises for the presence of alcohol or controlled substance in his or her body. The manner and frequency of such tests for alcohol and controlled substances shall be solely within the discretion of Bollinger and Seller agrees to pay Bollinger for the out-of-pocket expense incurred for any test which reveals the presence of alcohol or the presence of a controlled substance in any quantity. Any Seller or Seller's employee whose test shows the presence of alcohol or the presence of a controlled substance in any quantity shall be barred from Bollinger's premises. Bollinger shall not be required to perform the screening or testing provided herein, and shall not be liable under any circumstances for not performing tests.
 - iv) Seller, at its expense, shall keep and maintain equipment furnished by Bollinger in good condition and upon the termination of the use of such equipment, return the same to Bollinger in as good condition as when received, subject, however, to ordinary wear and tear. If possible and practical to do so, Seller shall examine, before using, all materials, equipment and supplies furnished by Bollinger, and will report to Bollinger any defects therein in time to allow Bollinger to replace same without delaying operations.
 - v) Seller guarantees that all tools and equipment will be furnished, and all work and labor will be performed in strict accordance with all applicable federal, state and local laws, rules, regulations, orders and ordinances. In the event Seller's equipment, or use thereof, does not comply with the Federal Occupational Safety and Health Act

standards and regulations, Seller shall be solely responsible for any fines or penalties that may be imposed. Seller is responsible for loss or damage to Seller's equipment.

- vi) In the event Seller or its agents, representatives, employees, or subcontractors are involved in an accident on Bollinger's premises, or if such accident involves Bollinger's property, equipment, or personnel (including Bollinger's employees, agents, and representatives), or the property, equipment or personnel of Seller or its subcontractors, or if such accident involves any third party in any manner whatsoever while Seller or its agents, representatives, employees, or subcontractors are performing any duties within the scope of this Contract, Seller shall immediately report such accident to Bollinger's safety director. The reporting of any accident will not imply any admission of liability on the part of Bollinger or Seller, their agents, representatives, employees, or subcontractors.
- vii) Seller shall conduct its operations and the work in a manner that will prevent any pollution or other damage to the environment and shall observe and obey any and all applicable international, national, state and local environmental laws, rules, regulations, and any other applicable rules and standards issued for the protection of the environment. Seller shall be fully responsible for any and all losses, liabilities, claims, demands, debts, damages, fines, penalties, causes of action, suits, expenses and costs of any nature whatsoever (collectively, "Losses") arising from or in any way related to any actual or threatened pollution, spills, contamination, discharge or other environmental damage caused directly or indirectly by the activity of Seller or its employees and agents in, on or around Bollinger's premises. Seller shall indemnify and hold harmless the Indemnified Parties from and against any and all Losses directly or indirectly arising out of such threatened or actual pollution, spills, contamination, discharge or other environmental damages caused by the activity of Seller or its employees or agents in, on or around Bollinger's premises.

13.0 SURVIVAL OF RIGHTS

- a) The rights and obligations of the parties that by their nature survive any termination or completion of this Agreement and the Purchase Order, including but not limited to the indemnification obligations, Seller's warranty obligations and Bollinger's rights and remedies and the Disputes provision, shall remain in full force and effect.

14.0 DISPUTES

- a) The parties agree that disputes arising under this Agreement and/or Purchase Order shall be settled by the parties under binding arbitration under the Construction Industry Rules of Arbitration of the American Arbitration Association. The parties agree that the AAA Construction Industry Rules are expressly incorporated into this Agreement and/or Purchase Order. Any and all arbitration proceedings and hearings shall be located in New Orleans, Louisiana. Louisiana Law shall govern this Contract.



15.0 AMENDMENTS REQUIRED BY PRIME CONTRACT

- a) Seller agrees that upon the request of Bollinger it will negotiate in good faith with Bollinger relative to amendments to this contract to incorporate additional provisions herein or to change provisions hereof, as Bollinger may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract or with the provisions of amendments to such Prime Contract. If any such amendment to this Contract causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Contract, an equitable adjustment shall be made.

16.0 OPTION FOR INCREASED QUANTITY

- a) All purchases by Bollinger from Seller after those associated with the initial vessel are considered Options. The exercise of any Option is a unilateral right of Bollinger, and shall be via contract modification executed by BOLLINGER, in accordance with the Schedule and Pricing agreed by Buyer and Seller at the time the Purchase Order for the initial vessel is issued.

17.0 DOMESTIC SOURCING

- a) The Seller agrees to identify the country of origin of all articles, materials, and supplies provided to Buyer under the P/O.

18.0 COMBATING TRAFFICKING IN PERSONS

- a) This contract includes FAR 52.222-50. If this P/O is for supplies, other than commercially available off-the-shelf items, acquired outside of the U.S., or services performed outside of the U.S. and have an estimated value that exceeds \$500,000, by signing the P/O the Seller certifies: (i) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of FAR 52.222-50 and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and (ii) After having conducted due diligence, either – (A) To the best of the Seller’s knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or (B) If abuses relating to any of the prohibited activities identified in paragraph (b) of FAR 52.222-50 have been found, the Seller has taken the appropriate and referral actions.
- b) The Seller agrees to make this certification to the Buyer annually during performance of the P/O.

19.0 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

- a) Certification. This contract contains FAR 52.203-11 and 52.203-12. By signing the P/O, Seller certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an



officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

- b) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made any lobbying contact on behalf of the Seller with respect to this contract, the Seller shall complete and submit, with its offer to Buyer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Seller need not report regularly employed officers or employees of the Seller to whom payments of reasonable compensation were made.

20.0 INCORPORATION OF CONTRACT AND FAR CLAUSES

- a) The Seller understands that Buyer has been awarded the contract by the U.S. Government to build the LSM vessels.
- b) Applicable U.S. Government Contract clauses are contained within these Terms and Conditions.
- c) The appearance of a U.S. Government or other federal agency Contract number on the face of a Purchase Order shall conclusively establish the applicability, as well as the incorporation into this Purchase Order, of any of the U.S. Government’s or other federal agency's clauses referenced in the U.S. Government Contract.
- d) Seller understands that it shall be bound to the Buyer to the same extent that Buyer is bound to U.S. Government under the Contract.
- e) The Seller shall similarly incorporate the Contract in any further subcontract, purchase order, or agreement entered into by the Seller with its lower-tier subcontractors, vendors, or suppliers, if any.
- f) By signing this Purchase Order, Seller represents and warrants that Seller has received the U.S. Government Contract and is familiar, or will familiarize itself, with the U.S. Government Contract.
- g) The Federal Acquisition Regulation (FAR) clauses referenced and/or contained in the U.S. Government Contract are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Purchase Order.
- h) Some prime contract clauses and FAR clauses referenced in this contract set forth a period of time in which the U.S. Government requires a notification/response from Bollinger. For purposes of this contract, Seller shall be given two-thirds (2/3) of the period of time specified by the prime contract clause or FAR clause to provide said information to Bollinger.

Prime Contract Clauses Flow-downs applicable to all LSM Vendors, including Commercial products and services (as Defined in FAR 2.101) Vendors (Rev -).

CLAUSE	CLAUSE TITLE	DATE	SUBCONTRACTOR APPLICABILITY
52.202-1	Definitions	JUN 2020	All subcontracts, including commercial products and services.

52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021	All subcontracts, including commercial products and services, which exceed \$5.5 million and have a period of performance of more than 120 days. All disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017	All subcontracts, including commercial products and services.
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021	Subcontracts, including subcontracts for the acquisition of commercial products and services (other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	DEC 2023	All subcontracts, including subcontracts for the acquisition of commercial products and services.
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021	All subcontracts, including subcontracts for the acquisition of commercial products and services. Section (b)(2) of the clause does not flow down.
52.204-27	Prohibition on ByteDance Covered Application	JUN 2023	All subcontracts, including commercial products and services.
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2025	All subcontracts, including commercial products and services, which exceed \$35,000 that are not a subcontract for a commercially available off-the-shelf item.
52.219-8	Utilization of Small Business Concerns.	JAN 2025	All subcontracts (except with small business concerns), including commercial products and services, which exceed \$700,000 and that include further subcontracting opportunities.
52.222-35	Equal Opportunity for Veterans	JUN 2020	All subcontracts, including commercial products and services, of \$150,000 or greater, unless exempted by the rules, regulations, or orders of the Secretary of Labor.
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020	All subcontracts, including commercial products and services, of \$15,000 or greater, unless exempted by the rules, regulations, or orders of the Secretary of Labor.
52.222-37	Employment Reports on Veterans	JUN 2020	All subcontracts, including commercial products and services, of \$150,000 or greater, unless exempted by the rules, regulations, or orders of the Secretary of Labor.
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	DEC 2010	All subcontracts, including commercial products and services, which exceed \$10,000, unless exempted by



			the rules, regulations, or orders of the Secretary of Labor.
52.222-50	Combating Trafficking in Persons.	NOV 2021	All subcontracts, including commercial products and services.
52.244-6	Subcontracts for Commercial products and services	DEV MAR 2025	All subcontracts, including commercial products and services.
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	JAN 2023	Subcontracts for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial products and services.
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019	Subcontracts for operationally critical support or for which subcontract performance will involve covered defense information, including subcontracts for commercial products and services.
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	DEV MAY 2024	All subcontracts, including subcontracts for commercial products and services.
252.204-2018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2023	All subcontracts, including subcontracts for commercial products and services.
252.223-7008	Prohibition of Hexavalent Chromium	JAN 2023	All subcontracts, including commercial products and services.
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JAN 2023	All subcontracts, including subcontracts for commercial products and services. Section (d) and (e)(1) of the clause do not flow down.
252.225-7013	Duty-Free Entry—Basic	NOV 2023	All subcontracts, including commercial products and services.
252.225-7048	Export-Controlled Items.	JUN 2013	All subcontracts, including commercial products and services.
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten	MAY 2024	All subcontracts that are for items containing a covered material, for commercial products, unless an exception in paragraph (c) of this clause applies.
252.225-7058	Prohibition Regarding Business Operations with the Maduro Regime	JAN 2023	All subcontracts, including commercial products and services.
252.225-7060	Xinjiang Uyghur Autonomous Region	JUN 2023	All subcontracts, including commercial products and services.
252.227-7015	Technical Data—Commercial products and services	JAN 2025	All subcontracts, including commercial products and services.
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JAN 2025	All subcontracts, including commercial products and services.



252.227-7037	Validation of Restrictive Markings on Technical Data	JAN 2025	All subcontracts, including commercial products and servicess.
252.244-7000	Subcontracts for Commercial products and servicess	NOV 2023	All subcontracts, including subcontracts for the acquisition of commercial products and servicess.
252.246-7003	Notification of Potential Safety Issues	JAN 2023	Subcontracts, including subcontracts for commercial products and servicess, described in Section (f)(1) of the clause.
252.246-7008	Sources of Electronic Parts	JAN 2023	Subcontracts, including subcontracts for commercial products and servicess, for electronic parts or assemblies containing electronic parts.
252.247-7023	Transportation of Supplies by Sea	OCT 2024	All subcontracts, including commercial products and servicess, that meet the requirements in (b)(2) of the clause.



CERTIFICATION REGARDING DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

Certification. This contract contains FAR 52.209-6. By signing the P/O, Seller certifies that it and/or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

C-212-W001 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS ADDENDUM TO 52.212-4

(NAVSEA) (OCT 2018)

(w) Data Rights. The Government shall have data rights to all data generated under this contract or order in accordance with DFARS 252.227-7015

C-223-H003 EXCLUSION OF MERCURY (NAVSEA) (MAR 2019)

(a) Definitions. As used in this text:

Article means a manufactured item other than a fluid or particle: (i) which is formed to a specific shape or design during manufacture; (ii) which has end use function(s) dependent in whole or in part upon its shape or design during end use; and (iii) which under normal conditions of use does not release more than very small quantities, e.g., minute or trace amounts of a hazardous chemical, and does not pose a physical hazard or health risk to employees.

Boundary of containment means a continuous tight seal (barrier) to prevent the release of functional mercury during normal operation and maintenance. Examples include the exterior of a fluorescent lamp, glass capsule of a mercury switch, and container for mercury reagents. A double boundary of containment consists of two independent seals.

Functional mercury means mercury or mercury compound(s) contained in equipment that is required for the equipment to operate properly, such as that found in mercury switches, fluorescent lamps, flat-panel monitors, thermostats, thermostat probes, small coin type batteries, barometers, and dental amalgams.

Hardware means any article, container, piece of material, individual part, subassembly, assembly, component, or system to which mercury control requirements apply.

Mercury-free means hardware that does not contain functional mercury and is not contaminated by mercury or mercury compounds.

Portable means items that are frequently transported during normal operation. Desk lamps, shop lights, and handheld

instruments are considered portable, while bulbs in stationary light fixtures are not. In general, items that require transport only during maintenance, installation, and removal of the items are not considered portable.

(b) The Contractor, and all subcontractors and vendors, shall ensure that mercury or mercury containing compounds are not intentionally added to, or come in direct contact with, hardware or supplies furnished under this contract.

(1) The Contractor shall ensure that mercury and mercury compounds are not taken onboard naval vessels by Contractor, subcontractor, or vendor personnel except for functional mercury used in batteries, dental amalgams, fluorescent lamps, flat-panel monitors, required instruments, sensors or controls, weapon systems, and chemical

analysis reagents specified by the Naval Sea Systems Command (NAVSEA).

(2) Portable fluorescent lamps and portable instruments containing elemental mercury must be shock-proof in accordance with MIL-DTL-901E entitled Requirements for Shock Tests, H.I. (High Impact) Shipboard Machinery, Equipment, and Systems and have mercury enclosed by a double boundary of containment. Some devices with liquid crystal display (LCD) screens utilize a fluorescent bulb backlight to illuminate the LCD screen. No additional restrictions or controls apply to devices with LCD screens; however, the Contractor shall remove the LCD screen and seal it in plastic following any evidence that the backlight failed.

(3) For Submarines, any use of mercury containing items must be approved as required by the Nuclear Powered Submarine Atmosphere Control Manual (S9510-AB-ATM-010/U) Volume 1.

(4) The Contractor shall ensure that mercury and mercury compounds do not contact hardware surfaces in systems covered by NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submarine air systems, level I systems per NAVSEA Publication 0948-LP-045-7010, NAVSEA Material Control Standard, or the submarine safety program (SUBSAFE) surfaces during maintenance or repair. Such hardware is designated as mercury-free. The Contractor shall ensure that all other hardware that could be structurally degraded by contamination with elemental mercury or reactive mercury compounds is separated from it by sufficient distance, or boundaries of containment that effectively prevents contact in all but the most extreme circumstances.

(5) The Contractor shall check any hardware surfaces in the above systems which are known or suspected to have come in contact with mercury or mercury compounds for evidence of structural degradation and external mercury contamination. The existence of external mercury contamination can be determined following MIL-STD-2041D entitled Control of Detrimental Materials.

(6) The presence of mercury in a product may be determined by checking product labeling on material safety data sheets or safety data sheets. Chemical analysis is not required.

(7) The Contractor shall dispose of any mercury and mercury compounds in accordance with OPNAV Manual (OPNAV M-5090.1) entitled Environmental Readiness Program Manual of 10 January 2014.

(8) If the use of mercury or mercury compounds cannot be avoided, a risk assessment and waiver request, if required, must be performed and submitted per the NAVSEA Hazardous Material Avoidance Process (T9070-ALDPC-

020/077-2). For systems covered by the NAVSEA Manual NAVSEA 0989-064-3000 entitled Cleanliness Requirements for Nuclear Propulsion Plant Maintenance and Construction, submit the risk assessment and waiver request, if required to Nuclear Propulsion (NAVSEA 08).

(c) In all cases where mercury or a mercury compound has contacted hardware surfaces required to be mercury-free the Contractor shall immediately provide a report to the NAVSEA Dry Environmental Systems and Hazardous Materials (NAVSEA 05P5) via the cognizant contract administration safety office. Reports concerning systems covered by NAVSEA Manual 0989-064-3000 must include NAVSEA Nuclear Propulsion Directorate (SEA 08) in the distribution. Reports must be in letter form and include the date and details of the contact, the surfaces contacted, the recovery actions taken, and the status of the affected surfaces.



C-227-H009 ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA) (JAN 2019)

- (a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the restrictively marked data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains properly restrictively marked. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).
- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) These restrictions on use and disclosure of the data and software also apply to information received from the Government through any means to which the Contractor has access in the performance of this contract that contains restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.
- (f) Compliance with this requirement is a material requirement of this contract.

C-246-H001 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (OCT 2018)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial

warranty.

C-227-H010 COMPUTER SOFTWARE AND COMPUTER DATA BASES DELIVERED TO OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (JAN 2019)

(a) The Contractor agrees to test for viruses, malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4, in all computer software and computer data bases (as defined in the clause entitled “Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation” (DFARS 252.227-7014)), before delivery of that computer software or computer data base in whatever media and on whatever system the computer software or data base is delivered whether delivered separately or imbedded within delivered equipment. The Contractor warrants that when delivered any such computer software and computer data base shall be free of viruses,

malware, Trojan Horses, and other security threats such as those listed in NIST Special Publication 800-12 Rev 1.

(b) The Contractor agrees that prior to use under this contract, it shall test any computer software and computer data base received from the Government for viruses, malware, Trojan Horses, and other security threats listed in NIST Special Publication 800-12 Rev 1, An Introduction to Computer Security, The NIST Handbook, Chapter 4.

(c) Any license agreement governing the use of any computer software or computer software documentation delivered to the Government as a result of this contract must be paid-up, irrevocable, world-wide, royalty-free, perpetual and flexible (user licenses transferable among Government employees and personnel under Government contract).

(d) The Contractor shall not include or permit to be included any routine to enable the contractor or its subcontractor(s) or vendor(s) to disable the computer software or computer data base after delivery to the Government.

(e) No copy protection devices or systems shall be used in any computer software or computer data base delivered under this contract with unlimited or Government purpose rights (as defined in DFARS 252.227-7013 and 252.227-7014) to restrict or limit the Government from making copies.

(f) It is agreed that, to the extent that any technical or other data is computer software by virtue of its delivery in digital form, the Government shall be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(g) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legend(s) apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

D-247-H004 MARKING AND PACKING LIST(S) – BASIC (NAVSEA) (FEB 2022)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with ASTM-D-3951-18 approved 1 May 2018, Standard Practice for Commercial Packing.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used)



identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

EXECUTION OF THE SUPPLIER AGREEMENT

TRANSMISSION OF ORIGINAL SIGNATURES AND EXECUTING MULTIPLE COUNTERPARTS

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. These Terms & Conditions may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

IN WITNESS WHEREOF, the parties have caused these Terms & Conditions to be executed as of the date the last party signs.

AGREED BY:

On Behalf of: Bollinger Mississippi Shipbuilding, L.L.C.
By: Rachael Battaglia

Signature: _____
Title: Executive Vice President and Chief Legal Officer
Date: _____

On Behalf of:
By:

Signature: _____
Title:
Date: _____