

Towing, Salvage, and Rescue Ship (TATS) Program

Terms and Conditions

Bollinger Shipyards Lockport, L.L.C.

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TOWING, SALVAGE, AND RESCUE SHIP (TATS) PROGRAM SUPPLEMENT TO THE PURCHASE ORDER TERMS & CONDITIONS

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

Prime Contract Clauses Flow-downs applicable to all T-ATS Vendors, including Commercial Item (as Defined in FAR 2.101) Vendors

(04/10/2026)

For Purchase Orders issued by Buyer to Seller relative to the Towing, Salvage and Rescue Ship (T-ATS) Program: The Seller understands that Buyer has entered into a T-ATS Contract with the U.S. Navy to build the T-ATS ("T-ATS Contract") under T-ATS Contract number N00024-17-R-2207. Applicable T-ATS Contract clauses are provided below. The appearance of a U.S. Government or other federal agency T-ATS Contract number on the face of this 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 T-ATS Contract. Seller understands that it shall be bound to the Buyer to the same extent that Buyer is bound to U.S. Government or U.S. Navy under the Contract. 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. By signing this Purchase Order, Seller represents and warrants that Seller has received the T-ATS Contract and is familiar, or will familiarize itself, with the T-ATS Contract. The Federal Acquisition Regulation (FAR) clauses referenced and/or contained in the T-ATS 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. The obligations of the Buyer to the U.S. Government or other federal agency shall be deemed to be the obligations of the Seller to Buyer.

FAR Number	Title	Latest Update
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting – DEVIATION 2024-O0013 REVISION 1	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	OCT 2014
252.227-7013	Rights in Technical Data – Noncommercial items	FEB 2014
225.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
225.227-7015	Technical Data – Commercial Items	FEB 2014
252.227-7019	Validation of Asserted Restrictions – Computer Software	SEP 2016

FAR Number	Title	Latest Update
252.227-7025	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.244-7000	Subcontracts for Commercial Items	OCT 2020
252.246-7008	Sources of Electronic Parts	MAY 2018
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.222-26	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combatting Trafficking in Persons	OCT 2020
52.222-54	Employment Eligibility Verification	OCT 2015
52.204-27	Prohibition on a Byte Dance Covered Application	JUN 2023
252.225-7048	Export-Controlled Items	JUN 2013

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. 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 proprietary 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 proprietary. 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 the spirit and intent of 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) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. 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.

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center

P.O. Box 8000

Corona, CA 92878-8000

Phone: (951) 898-3207

FAX: (951) 898-3250

Internet: <http://www.gidep.org>

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JAN 2017)(Tailored)

(Excerpt)

Inspection/Acceptance.

If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises, provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, 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 database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) 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 legends 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.

TRANSMISSION OF ORIGINAL SIGNATURES AND EXECUTING MULTIPLE COUNTERPARTS

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

Signature: _____
 Title: _____
 Date: _____