

## CONTRACT FOR SHIPYARD SERVICES

This Contract for Shipyard Services ("Contract") is between the Commonwealth of Pennsylvania, acting through the Pennsylvania Historical and Museum Commission, ("Agency") and **The Shipyard in Boothbay Harbor** ("Contractor").

The Agency issued a Request for Quote (RFQ) for the provision of **Shipyard Services** RFQ No. **6100062763**, ("RFQ") and the Contractor submitted a proposal in response to the RFQ.

The Contractor's proposal was selected for the Best and Final Offer ("BAFO") phase of the RFQ process. In response to the BAFO request, the Contractor submitted a BAFO Cost Submittal. The Agency determined that the Contractor's proposal, as revised by its BAFO Cost Submittal was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFQ and selected Contractor for contract negotiations.

The parties have negotiated this Contract as their final and entire agreement in regard to providing **Shipyard Services** to the Commonwealth.

The parties, intending to be legally bound hereby, agree as follows:

1. The Contractor shall, in accordance with the terms and conditions of this contract, provide **Shipyard Services** as more fully defined in the RFQ, to the Commonwealth as modified herein.
2. The Contractor shall provide the **Shipyard Services** listed in its BAFO Cost Submittal which is attached hereto as Exhibit B and made a part of this contract, at the prices listed for those items in Exhibit B.
3. The Work Statement in the RFQ is modified as follows:
  - a. Project Completion. The deadline for project completion, which shall be marked by Agency acceptance, is May 31, 2026. Acceptance by the Agency is contingent on the vessel passing United States Coast Guard inspection for the completed work, successful sea trials and completion of any punch lists and commissioning of the vessel. After commissioning the vessel, the Contractor will provide dock space for the *Niagara* to prepare for its return passage to Erie, PA. Dependent upon the weather, the Agency shall start the voyage no later than 7 days after commissioning. The Contractor may charge the Agency its customary dockage and/or storage fee as set forth in the Contractor's Rate Sheet at Exhibit D for each day thereafter that the *Niagara* remains at the dock.

For purposes of this Contract commissioning of the vessel means Contractor's performance solely of the work set forth in the Close-Out Section (Section 6) of Exhibit B to this Contract, and successful sea trials of the engine and running gear as it relates to the work described in Section 3 (Engine & Drivetrain, Peripheral Systems) of the list of Primary Items in Exhibit B and any Section 3 work on the list of Secondary Items in Exhibit B that was actually performed by Contractor.

Agency shall liaise with the United States Coast Guard in connection with obtaining inspections and approvals that are required from the United States Coast Guard in connection with the performance of this Contract.

- b. Contingencies. Any work (i) not sufficiently detailed in the RFQ plans or specifications that is required because of unforeseen, hidden, or concealed conditions, (ii) otherwise expanded by the United States Coast Guard or by Agency based on consultation with its Marine Surveyor, or (iii) required due to the *Niagara* not being in a similar condition upon arrival at Contractor's Shipyard in Boothbay Harbor, Maine as that set forth in the Marine Survey which is part of Agency's RFQ, will be addressed through a change order. The scope of the change order will be negotiated between the parties as to cost and impact to the project schedule. Repairs will be consistent with United States Coast Guard regulations and requirements. The costs will be calculated based upon Contractor's Rate Sheet. Reference shall be made to Agency's Marine Survey and to Exhibit B for assistance in determining the need for additional work because of unforeseen conditions.
- c. Designation of Priority of Services. The parties have designated the Shipyard Services as "Priority" or "Secondary" services. As the project progresses, the Contractor shall notify the Agency in writing which Secondary Services can be added to the Priority work schedule based on remaining time and resources. During performance of Priority services, Contractor shall, to the extent feasible, simultaneously perform agreed upon Secondary services.
- d. Consultation. The parties shall meet on a weekly basis to discuss the:
  - i. status of the project,
  - ii. project schedule,
  - iii. the impact of unforeseen, hidden, or concealed conditions, or other requirements on the project schedule and tasks,

- iv. change orders, and
- v. any other issues that impact the project.

The parties will mutually agree to adjustments in the project schedule and tasks.

- e. Performance of Services. Contractor's completion of the Priority Services is contingent upon (i) *Niagara's* arrival at Contractor's shipyard in Boothbay Harbor, Maine by June 8, 2025, (ii) this Contract being executed by Agency and delivered to Contractor by that date showing an Effective Date prior to or that date along with any required Purchase Order. For each day past June 8, 2025, upon which either or both of the conditions in the preceding sentence fail to occur, Agency agrees that certain items from the Priority Services List may need to be transferred to the Secondary Services List due to the shorter work period caused by the delay. Contractor and Agency shall negotiate such change in good faith reflecting the applicable delay.
- f. Lay Day Fees.
  - i. Excepting change orders under Section 3(b) above and changes under Sections 3(c) and 3(e) above, which shall be governed by such sections, the Agency shall make all non-technical determinations within 3 business days of notification by Contractor of the need for approval to proceed. Technical determinations are determinations that require input or approval from additional entities including but not limited to the United States Coast Guard, the Agency's Marine Surveyor, or naval architect. Technical approval determinations shall be made within 5 business days of the Agency receiving all necessary and required information to make an informed decision on a proposed project task, including the defined scope of work and cost. As Contractor has no control over the Agency's Marine Surveyor or the United States Coast Guard any delay outside industry standards on either's part resulting in Agency not promptly receiving their input in order to make a timely decision shall be considered a delay in decision making by Agency.
  - ii. Contractor reserves the right to charge Agency \$2,000 per day for any lay day where no work is performed on the *Niagara* by Contractor due to delays in decision making by the Agency. The Contractor shall provide written notice to the Agency of a perceived delay and mitigate any potential for a Lay Day by performing other Shipyard Services outlined in the project schedule where that work does not interfere with or compromise

the services awaiting approval, unless performance of such other Shipyard Services is not able to be performed by the individuals then currently working on the *Niagara* or Contractor can demonstrate that undertaking such other Shipyard Services at that time is impracticable.

iii. The Contractor shall submit a claim for Lay Day fees in writing to the Agency with documentation supporting its belief that the Agency was responsible for the delay and that no other work could be performed resulting in a Lay Day within 2 weeks of the claimed Lay Day occurrence.

g. Insurance. The Agency maintains commercial insurance coverage on the *Niagara*. Commonwealth employees are covered by the Commonwealth's workers' compensation program.

4. This contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between them:

a. this contract document;

b. the Contract Terms and Conditions, which are attached as Exhibit A and made part of this contract;

c. the Contractor's BAFO Cost Submittal which is attached as Exhibit B and made a part of this contract;

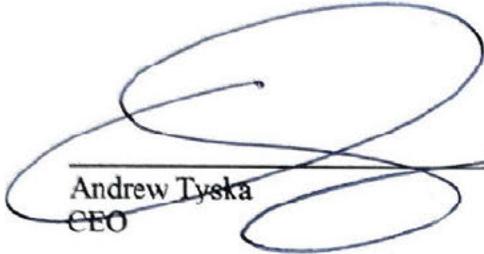
d. the RFQ, including, all of the referenced Appendices and as revised by all Addenda to the RFQ, which is attached as Exhibit C and made a part of this contract; and

e. the Contractor's Technical Submittal, which is attached as Exhibit D and made a part of this contract.

The parties have signed this contract below. The date of execution is described in the Contract Terms and Conditions.

**THE SHIPYARD IN BOOTHBAY HARBOR**

**COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA HISTORICAL &  
MUSEUM COMMISSION**

  
Andrew Tyska  
CEO  
5/27/25  
Date

Andrea Lowery  
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Andrea W. Lowery  
Executive Director  
Date

**APPROVED AS TO FORM AND LEGALITY:**

Catherine N. Lantzy  
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OFFICE OF CHIEF COUNSEL  
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COMPTROLLER

Date:

# EXHIBIT A

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## CONTRACT - STANDARD TERMS and CONDITIONS

### **1.1 RFP-005.1 Type of Contract (Oct 2006)**

It is proposed that if the Issuing Office enters into a contract as a result of this RFP, it will be a contract containing the Contract Terms and Conditions as shown in Part V of this RFP. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

### **1.2 CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006)**

The Contract with the selected offeror (who shall become the "Contractor") shall include the following terms and conditions:

### **1.3 CONTRACT-002.1d Term of Contract – Contract (March 2007)**

a. The term of the Contract shall begin on the Commencement Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

b. The Commencement Date shall be the later of the "Valid from" date shown on the Contract output form or the Effective Date (as defined below).

c. The Effective Date shall be the Effective Date printed on the Contract output form after the Contract has been fully executed by the Contractor and the Commonwealth (fully executed by the Commonwealth means that it has been signed and approved as required by Commonwealth contracting procedures).

### **1.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)**

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

### **1.5 CONTRACT-003.1B Signatures – Contract - Stand Alone (July 2015)**

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective

Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

#### **1.6 CONTRACT-004.1a Definitions (Oct 2013)**

As used in this Contract, these words shall have the following meanings:

- a. Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. Days: Unless specifically indicated otherwise, days mean calendar days.
- d. Developed Works or Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. Documentation: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. Services: All Contractor activity necessary to satisfy the Contract.

#### **1.7 CONTRACT-004.2 Definitions (February 2024)**

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the contract to which it is attached.

### **1.8 CONTRACT-005.1b Agency Purchase Orders (Oct 2013)**

The Agency may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders will not include an "ink" signature by the Agency. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

### **1.9 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)**

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

### **1.10 CONTRACT-007.01b Delivery of Services (Nov 30 2006)**

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

### **1.11 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)**

### **1.12 CONTRACT-008.1a Warranty (Oct 2006)**

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

### **1.13 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)**

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

### **1.14 CONTRACT-009.1d Ownership Rights (Oct 2006)**

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and

delivered to the Commonwealth as part of the performance of the Contract.

**1.15 CONTRACT-010.1a Acceptance (Oct 2006)**

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

**1.16 CONTRACT-011.1a Compliance With Law (Oct 2006)**

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

**1.17 CONTRACT-013.1 Environmental Provisions (Oct 2006)**

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.

**1.18 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)**

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**1.19 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)**

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

**1.20 CONTRACT-015.1A Compensation/Expenses (May 2008)**

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

**1.21 CONTRACT-015.2 Billing Requirements (July 2021)**

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor

Self-Invoicing , the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

#### **1.22 CONTRACT-016.1 Payment (Oct 2006)**

- a. The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
- b. The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth's purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.

#### **1.23 CONTRACT-016.2 Automated Clearing House (ACH) Payments (February 2024)**

- a. **Payment Method.** The Commonwealth shall make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the Contractor must submit or must have submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).
- b. **Unique Identifier.** The Contractor must submit a unique invoice number with each invoice submitted. The

Commonwealth shall list the Contractor's unique invoice number on its ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.

c. **ACH Information in SRM.** The Contractor shall ensure that the ACH information contained in SRM is accurate and complete. The Contractor's failure to maintain accurate and complete information may result in delays in payments.

#### **1.24 CONTRACT-017.1 Taxes (Dec 5 2006)**

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

#### **1.25 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)**

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

#### **1.26 CONTRACT-019.1 Indemnification (February 2024)**

a. **Contractor Obligations.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Contractor or its employees and agents that are related to this contract, as determined by the Commonwealth in its sole discretion.

b. **Commonwealth Attorneys Act.** The Commonwealth shall provide the Contractor with prompt notice of any claim or suit of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under any terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

c. **Settlement.** Notwithstanding the above, neither party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

#### **1.27 CONTRACT-020.1 Audit Provisions (Oct 2006)**

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contract shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

#### **1.28 CONTRACT-021.1 Default (Oct 2013)**

a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
- 5) Improper delivery;
- 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
- 7) Delivery of a defective item;
- 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 9) Discontinuance of work without approval;
- 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 11) Insolvency or bankruptcy;
- 12) Assignment made for the benefit of creditors;
- 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 14) Failure to protect, to repair, or to make good any damage or injury to property;
- 15) Breach of any provision of the Contract;
- 16) Failure to comply with representations made in the Contractor's bid/proposal; or
- 17) Failure to comply with applicable industry standards, customs, and practice.

b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.

c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be

in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.

f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

### **1.29 CONTRACT-022.1 Force Majeure (Oct 2006)**

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

### **1.30 CONTRACT-023.1a Termination Provisions (Oct 2013)**

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any

appropriations available for that purpose.

c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

### **1.31 CONTRACT-024.1 Contract Controversies (Oct 2011)**

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

### **1.32 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)**

a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.

b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term

shall not apply to the sale or other transfer of stock of a publicly traded company.

f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

### **1.33 CONTRACT-026.1 Other Contractors (Oct 2006)**

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

### **1.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment (February 2024)**

a. **Representations.** The Contractor represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the contract. The Contractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

b. **Nondiscrimination/Sexual Harassment Obligations.** The Contractor shall not:

i. in any manner discriminate in the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this contract or any subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this contract.

iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this contract.

iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which this contract relates.

v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

c. **Establishment of Contractor Policy.** The Contractor shall establish and maintain a written nondiscrimination

and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of the contract, the Contractor shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

d. **Notification of Violations.** The Contractor's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the contract. Accordingly, the Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

e. **Cancellation or Termination of Contract.** The Commonwealth may cancel or terminate this contract and all money due or to become due under this contract may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

f. **Subcontracts.** The Contractor shall include these Nondiscrimination/Sexual Harassment provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of these provisions in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by those provisions. If the Contractor becomes aware of a subcontractor's violation of this clause, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

### **1.35 CONTRACT-028.1 Contractor Integrity (February 2024)**

a. **Definitions.** For purposes of these Contractor Integrity Provisions, the following definitions apply:

i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

ii. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.

iii. "Contractor Related Parties" means any Affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor.

iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), as may be amended, 4 Pa. Code §7.153(b), apply.

vi. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

### **b. Representations and Warranties.**

i. Contractor Representation and Warranties. The Contractor represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Contractor nor Contractor Related Parties have:

1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;

3. had any business license or professional license suspended or revoked;
4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
5. been, and are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

ii. Contractor Explanation. If the Contractor cannot make the representations and warranties set forth above at the time of its submission of its bid or proposal or if this contract is awarded on a non-bid basis at the time of the execution of the contract, the Contractor shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the contract.

iii. Further Representations. By submitting any bills, invoices, or requests for payment pursuant to this contract, the Contractor further represents that it has not violated any of these Contractor Integrity Provisions during the term of the contract.

iv. Notice. The Contractor shall immediately notify the Commonwealth, in writing, if at any time during the term of the contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made in these provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the contract.

c. **Contractor Responsibilities.** During the term of this contract, the Contractor shall:

- i. maintain the highest standards of honesty and integrity.
- ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Contractor that govern Commonwealth contracting and procurement.
- iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
- iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the provision of goods or services under this contract.
- v. not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest. The Contractor must disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the date the Contractor signs the contract. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award.
- vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a) if this contract was awarded on a Non-bid Basis.
- viii. immediately notify the Commonwealth contracting officer or the Office of the State Inspector General, in writing, when the Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

d. **Investigations.** If a State Inspector General investigation is initiated, the Contractor shall:

i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions and make identified Contractor employees available for interviews at reasonable times and places.

iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. This information may include, but is not limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.

e. **Termination.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Contractor Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or contract.

f. **Subcontracts.** The Contractor shall include these Contractor Integrity Provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of this provision in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Contractor becomes aware of a subcontractor's violation of these provisions, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

### 1.36 CONTRACT-029.1 Contractor Responsibility (February 2024)

a. **Definitions.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

#### b. Contractor Representations.

i. The Contractor represents for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with its contract, a written explanation of why such certification cannot be made.

ii. The Contractor represents that as of the date of its execution of this contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or

any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.

d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the contract with the Commonwealth.

e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this contract or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

#### **1.37 CONTRACT-029.2 Offset (February 2024)**

The Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor, or its subsidiaries, owed to the Commonwealth against any payments due the Contractor under any contract between the Commonwealth and Contractor.

#### **1.38 CONTRACT-030.1 Americans with Disabilities Act (February 2024)**

a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract.

b. **Compliance.** For all goods and services provided pursuant to this contract, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.

c. **Indemnification.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Contractor's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

#### **1.39 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **1.40 CONTRACT-033.1 Applicable Law and Forum (February 2024)**

This contract is governed by and must be interpreted and enforced in accordance with the laws of the

Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

#### **1.41 CONTRACT-034.1c Integration – Contract (Nov 30 2006)**

This Contract, including all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

#### **1.42 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)**

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

#### **1.43 CONTRACT-035.1a Changes (Oct 2006)**

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

#### **1.44 CONTRACT-036.1 Background Checks (January 2023)**

- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at [https://www.psp.pa.gov/Documents/Public%20Documents/criminal\\_history/CRC%20Request%20SP%204-164.pdf](https://www.psp.pa.gov/Documents/Public%20Documents/criminal_history/CRC%20Request%20SP%204-164.pdf). The background check must be conducted prior to initial access and on an annual basis thereafter.
- b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation

that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.

d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in [Enclosure 3 of Commonwealth Management Directive 625.10 \(Amended\) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings](#). The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

#### **1.45 CONTRACT-037.1a Confidentiality (Oct 2013)**

a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.

(b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
- (2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
- (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (5) required to be disclosed by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data

processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.

(c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:
  - (i) the attached document contains confidential or proprietary information or trade secrets;
  - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
  - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

**1.46 CONTRACT-045.1 Insurance - General (Dec 12 2006)**

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. **Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- B. **Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

**1.47 CONTRACT-051.1 Notice (Dec 2006)**

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, teletype, electronic or digital transmission (provided such delivery is confirmed), or by a recognized

overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

#### **1.48 CONTRACT-052.1 Right to Know Law (February 2024)**

a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this contract.

b. **Contractor Assistance.** If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Contractor that it requires the Contractor’s assistance, and the Contractor shall provide to the Commonwealth:

- i. access to, and copies of, any document or information in the Contractor’s possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
- ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.

c. **Trade Secret or Confidential Proprietary Information.** If the Contractor considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Contractor, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth’s determination.

d. **Reimbursement.**

- i. Commonwealth Reimbursement. If the Contractor fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Contractor shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.
- ii. Contractor Reimbursement. The Commonwealth will reimburse the Contractor for any costs that the Contractor incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.

e. **Challenges of Commonwealth Release.** The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Contractor’s legal challenge, regardless of the outcome.

f. **Waiver.** As between the parties, the Contractor waives all rights or remedies that may be available to it as a result of the Commonwealth’s disclosure of Requested Information pursuant to the RTKL.

g. **Survival.** The Contractor’s obligations contained in this Section survive the termination or expiration of this contract.

#### **1.49 CONTRACT-053.1 Enhanced Minimum Wage Provisions (February 2024)**

a. **Enhanced Minimum Wage.** Contractor shall pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this contract/lease, and for an employee's hours performing ancillary services necessary for the performance of the services or lease when the employee spends at least 20% of their time performing ancillary services in a given work week.

b. **Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate will be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The Commonwealth will publish applicable adjusted amount in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

c. **Exceptions.** These Enhanced Minimum Wage Provisions do not apply to employees

- i. Exempt from minimum wage under the Minimum Wage Act of 1968;
- ii. covered by a collective bargaining agreement;
- iii. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
- iv. required to be paid a higher wage under any state or local policy or ordinance.

d. **Notice.** The Contractor shall: (1) post this Enhanced Minimum Wage Provision for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) for the entire period of the contract, provide electronic notice of this clause to its employees not less than annually.

e. **Records.** Contractor must maintain and, upon request and within the time periods requested by the Commonwealth, provide to the Commonwealth all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

f. **Sanctions.** Contractor's failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but are not limited to, termination of the contract or lease, nonpayment, debarment, or referral to the Office of General Counsel for appropriate civil or criminal referral.

g. **Subcontractors.** The Contractor shall include these Enhanced Minimum Wage Provisions in its subcontracts under this contract or lease to ensure that these provisions are binding on its subcontractors.

#### **1.50 CONTRACT-054.1 Worker Protection and Investment (February 2024)**

The Contractor shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Reserved;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;

- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

**1.51 CONTRACT-055.1 Data Breach or Loss (February 2024)**

To the extent the Contractor receives, provides, stores, manages, maintains, and/or transmits personal information including, but limited to, personal health information, pursuant to this Contract, the Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Breach of Personal Information Notification Act*, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301-2329. Further, to the extent the Contractor maintains, stores, or manages computerized data on behalf of the Commonwealth that constitutes personal information, as defined in the *Breach of Personal Information Notification Act*, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301-2329, the Contractor shall comply with the then current version of the following IT Policies (ITPs): *ITP-SEC019, Policy and Procedures for Protecting Commonwealth Electronic Data*; *ITP-SEC024, IT Security Incident Reporting Policy*; *ITP-SEC025, Proper Use and Disclosure of Personally Identifiable Information (PII)*; and *ITP-SEC031, Encryption Standards*.

# EXHIBIT B

U.S. Brig <i>Niagara</i> - Erie Maritime Museum		
<b>Best and Final Offer</b>		
<b>Service Designations</b>		
High Priority		
Secondary Tier 1/Moderate Priority		
Secondary Tier 2/Low Priority		
Denotes possible need for change order request for work that goes beyond inspection, evaluation, planning and basic maintenance and requires Agency and USCG		
		Total \$
<b>Priority Services</b>		
<b>Section 1</b>	<b>Haul-Out &amp; Preparation</b>	
1.01	Blocking Plan & Set Keel Blocks	\$8,395
1.02	Haul out on large railway	\$11,638
1.03	Powerwash & clean bottom	\$6,038
		<i>Sub-Total</i>
		\$26,071
<b>Construction of Temporary Housing Structure</b>		
1.04	Frame & Cover, Wood Frame & 12 mil Shrink Wrap	\$74,406
		<i>Sub-Total</i>
		\$74,406
<b>Section 1a</b>	<b>Masts &amp; Bowsprit</b>	
1.07	Remove Masts & Bowsprit, Assess Condition of Mast Partners, Deck Beams & Carlins	\$33,833
1.08	Perform Necessary Maintenance	\$23,057
		<i>Sub-Total</i>
		\$56,890
<b>Section 3</b>	<b>Engine &amp; Drivetrain, Peripheral Systems</b>	
3.01	Remove Main Engines, Gear Boxes & Aquadrive System	\$47,367
3.02	Inspect Intermediate & Tail Shafts. Remove As Needed	\$23,608
3.03	Replace & Install New Aquadrive System - Owner Supplied & Shafts	\$47,046
3.04	Replace Engines & Gearboxes With Caterpillar C7.1 - Owner Supplied	\$92,068
3.05	Evaluate Main Engine Exhaust System	\$8,171
3.09	Provide Technician & Caterpillar Rep. For Sea Trial	\$10,866
		<i>Sub-Total</i>
		\$229,126
<b>Section 4</b>	<b>Carpentry / Shipwright Work</b>	
	Lumber Procurement - Above Waterline Stem Timber; Cant Frames; Knightheads; Above Waterline Hull Planking	\$400,000
	Wood handling, oiling & stickering, Milling	\$57,889
	Staging & access	\$73,493
	Deck protection	\$16,125
	Set Up - Electrical, lighting, heat, deck tools & maintenance	\$76,271
4.01	Repair Stem Assembly	
	Remove Stem Planking, Frames & Knightheads - Above Waterline Port & Starboard	\$92,398
	Install New Upper Section Of Outer Stem Timber	\$50,290
	Install New Stem Cap & Billet	\$31,250
4.02	Replace Framing, Cant Frames & Knightheads Only	\$111,350
4.03	Caulk Hull Seams That Need Attention	\$188,340
4.04	Replace Hull Planking as Needed	\$275,665
4.04a	a. Repair / Replace Compromised Hull Planking	
	Remove Stern Planking - Above Waterline Port & Starboard	\$69,805
	Install New Stern Planking	\$237,100
4.04b	b. See Attachment 03, Condition Report Pages 7-10	
	Prep For Repair Misc. Planking Identified In The Condition Report	\$66,548
	Repair Sections Of Planking Only As Identified In The Condition Report	\$104,365
4.09	Remove Keel Bolts in Wardroom, Repair/Replace	\$42,983
4.10	Repair & Replace Compromised Toe Rail & Other Rot in Bridge Deck	\$40,041

		<i>Sub-Total</i>	\$1,933,913
<b>Section 5</b>	<b>Electrical System Upgrade</b>		
5.04	Install Two New Generators - Owner Supplied		\$50,744
5.05	Evaluate & Repair or Replace Exhaust For New Primary Generator		\$7,489
5.06	Design & Replace exhaust for second smaller generator		\$33,908
		<i>Sub-Total</i>	\$92,141
<b>Section 6</b>	<b>Close Out</b>		
6.01	Renew Hull Antifouling		\$56,280
6.02	Prime & Paint hull topsides & bulwarks		\$139,973
6.03	Remove cover, staging & clean-up		\$73,638
6.04	Prep & Launch		\$31,647
6.05	Reinstall Bowsprit & Lower Masts		\$38,703
6.06	Miscellaneous Rigging Work		\$7,878
6.07	Complete Final Review of Punch List & Commissioning - Dockside		\$32,195
6.08	Provide Space, Access & Time for Inspection By USCG		\$7,878
6.09	Provide Dock Space		\$10,549
		<i>Sub-Total</i>	\$398,741
<b>Secondary Services Tier 1</b>			
<b>Section 3</b>	<b>Engine &amp; Drivetrain, Peripheral Systems</b>		
3.07	Prep & Paint Engine Room & Driveline Spaces		\$29,176
		<i>Sub-Total</i>	\$29,176
<b>Section 4</b>	<b>Carpentry / Shipwright Work</b>		
4.05	Replace Waterway Timbers & Compromised Sections of Gun Ports		\$426,990
4.06	Repair Compromised Inboard & Outboard Bulwark Planking		\$412,800
4.11	Replace Compromised Deck Planking - No Decking is Planned to be replaced		\$57,728
4.12	Repair / Replace Any Deck Structure As Needed		\$53,858
4.13	Inspect / Repair / Replace Any Pin Rail or Fife Rail As Needed		\$21,473
4.15	Remove Capstan, Assess Deck Structure And Repair As Needed		\$39,668
4.16	Recaulk Entire Deck		\$477,405
		<i>Sub-Total</i>	\$1,489,922
<b>Section 5</b>	<b>Electrical System Upgrade</b>		
5.01	Loose Wiring To Be Placed In Proper Wire Runs		\$20,645
5.02	Replace AC/DC Wiring Where Necessary		\$9,316
5.07	Reconfigure Electrical Panels/Switching To Accommodate Updated Wiring		\$23,178
5.09	Update Entire Suite of Navigation Electronics		\$96,355
		<i>Sub-Total</i>	\$149,494
<b>Secondary Services Tier 2</b>			
<b>Section 2</b>	<b>Tankage &amp; Plumbing</b>		
2.01	Remove All Tanks & Assess Condition		\$39,237
2.02	Replace Existing Plastic Grey Water Tanks With Stainless Steel		\$45,444
2.03	Assess Black & Grey Water Systems With Attention to Pump Out System		\$4,969
2.04	Assess Fire & Bilge Plumbing		\$4,969
2.05	Assess Potable Water System		\$4,969
2.06	Replace Heads As Necessary		\$14,363
		<i>Sub-Total</i>	\$113,951
<b>Section 3</b>	<b>Engine &amp; Drivetrain, Peripheral Systems</b>		
3.06	Inspect & Repair / Replace Existing Air Compressor & All Components		\$6,806
3.08	Source & Install New Fixed Fire Suppression System In Engine Room		\$41,155
		<i>Sub-Total</i>	\$47,961
<b>Section 4</b>	<b>Carpentry / Shipwright Work</b>		
4.07	Repair / Replace Compromised Cap Rail in Whole or in Part		\$67,080
4.08	Remove Internal Lead Ballast, Assess Hull Structure		\$49,988
	Paint Bilge & Below Deck Compartments		\$135,675
4.14	Develop a Maintenance Schedule For Plank & Frame Future Replacement		\$4,861

		<i>Sub-Total</i>	<b>\$257,604</b>
<b>Section 5</b>	<b>Electrical System Upgrade</b>		
5.03	Batteries - Move Aft One Compartment		<b>\$35,620</b>
5.08	Replace All Lighting to Updated LED Technology		<b>\$33,908</b>
		<i>Sub-Total</i>	<b>\$69,528</b>
	<b>Total Equipment</b>		<b>\$0</b>
	<b>Total Materials</b>		<b>\$1,375,379</b>
	<b>Total Labor Price</b>		<b>\$3,593,545</b>
	<b>Total Labor &amp; Material</b>		<b>\$4,968,924</b>
	<b>Administrative/Project Management</b>		<b>\$396,900</b>
	<b>Contract/Performance Bond</b>		<b>\$160,974</b>
	<b>Total Contract Price</b>		<b>\$5,526,798</b>

# EXHIBIT C

## Event Summary - PHMC Erie Maritime Museum U.S. Brig Niagara Improvements

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Type	Request for Quote	Number	6100062763
Stage Title	-	Organization	CommonwealthPA
Currency	US Dollar	Event Status	Under Evaluation
Work Group	PA Historical & Museum Commission	Exported on	4/7/2025
Exported by	Lisa Burchfield	Estimated Value	7,064,000.00 USD
Payment Terms	-		

## Bid and Evaluation

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Respond by Proxy	Disallow	Use Panel Questionnaire	No
Sealed Bid	Yes	Auto Score	No
		Cost Analysis	No
Alternate Items	No		

## Visibility and Communication

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Visible to Public No

## Commodity Codes

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Commodity Code	Description
93140000-ITQ-123-PA Historical Museum Commission	Museum Exhibits - Exhibit Fabrication and Installation Services

## Event Dates

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Time Zone	EDT/EST - Eastern Standard Time (US/Eastern)
Released	-
Open	2/5/2025 2:00 PM EST
Close	3/14/2025 2:00 PM EDT
Sealed Until	3/14/2025 2:00 PM
	<a href="#">Show Sealed Bid Open Date to Supplier</a>
Q&A Close	2/21/2025 4:00 PM EST

## Event Users

### Event Creator

Lisa Burchfield  
[Redacted]

### Event Owners

Lisa Burchfield  
[Redacted]

Erin Verano  
[Redacted]

Mohit Parikh  
[Redacted]

Patricia Frey  
[Redacted]

Phone [Redacted]

Brittany Rossner  
[Redacted]

Tangela Isaac  
[Redacted]

Phone [Redacted]

**Padma Basu**

[Redacted]

**Jessica Erdman**

[Redacted]

**Kelly Warnick**

[Redacted]

Phone

[Redacted]

**Margaret Mary Traynor**

[Redacted]

**Patricia Frey**

[Redacted]

Phone

[Redacted]

**Tadd Allar**

[Redacted]

**Contacts**

**Lisa Burchfield**

[Redacted]

**Stakeholders**

**Jarod Ganci**

[Redacted]

**Tangerine Ervin**

[Redacted]

**Thomas Jordan**

[Redacted]

**Brian Esposito**

[Redacted]

**Kheea Anderson**

[Redacted]

Phone

[Redacted]

**Christopher Sanders**

[Redacted]

**Reggan Nowlin**

[Redacted]

**Rocky Wright**

[Redacted]

**Pete Schlenker**

[Redacted]

**Lisa Burchfield**

[Redacted]

**Kristen Smith**

[Redacted]

-

[Redacted]

Phone

[Redacted]

**Corey Detar**

[Redacted]

**Susmita Amin**

[Redacted]

**Patricia Frey**

[Redacted]

Phone

[Redacted]

**Shayne Gasser**

[Redacted]

**Dorothy Spears**

[Redacted]

Phone

[Redacted]

**Curtis Burwell**

[Redacted]

**Kelly Martini**

[Redacted]

-

[Redacted]

**Mack White**

[Redacted]

**Marge Shafer**

[Redacted]

**Tina Marks**

[Redacted]

**Lorraine Calien**

[Redacted]

**Audrey Smith**

[REDACTED]

Phone [REDACTED]

**Charlie White**

[REDACTED]

Phone [REDACTED]

**Lisa Sanford**

[REDACTED]

**Paula Murphy**

[REDACTED]

## Description

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- 1. Purpose.** This request for quotes (RFQ) provides information to enable Contractors to prepare and submit quotes for the Commonwealth of Pennsylvania's consideration.
- 2. Issuing Office.** The PA Historical & Museum Commission (PHMC) (“Issuing Office”) has issued this RFQ on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFQ shall be the Contact listed above, who is the Issuing Officer for this RFQ.
- 3. “Offeror” shall mean “Contractor.”** Any use of the term “Offeror” within this RFQ and its Attachments shall refer to “Contractor.”
- 4. Project Description. PHMC, Bureau of Historic Sites and Museums, is seeking a contractor to address and improve the U.S. Brig Niagara's ability to provide ongoing, safe and successful sailing operations as the Flagship of the Commonwealth.**
- 5. Small Diverse Business and Veteran Business Enterprise Participation.** The Issuing Office and the Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) has not set Small Diverse Business (SDB) and/or Veteran Business Enterprise (VBE) participation goals for this RFQ. This procurement is either under the \$250,000 threshold for setting SDB and VBE Participation goals, or the Issuing Office and BDISBO have determined that the SDB and/or VBE participation opportunities for the scope of work for this RFQ are de minimis. In addition, there will be no points allocated toward SDB/SB participation for this RFQ.
- 6. Questions & Answers.** Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Only one question is to be submitted at a time and no attachments are to be uploaded. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFQ. The Issuing Office shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFQ or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.
- 7. Addenda to the RFQ.** Any revisions to this RFQ will be made electronically within this site.
- 8. Response Date.** To be considered for selection, electronic quotes must be submitted on or before the time and date specified. The Issuing Office will reject any late quotes.
- 9. Quote Submission:** To be considered, Contractors must submit a complete response to this RFQ by the due date and time from an official authorized to bind the Contractor to its provisions. The quote must remain valid for **120 days** or until a purchase order is issued, whichever is later. If the Issuing Office selects the Contractor’s quote proposal for award, the contents of the selected Contractor’s quote will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.
- 10. Quote Format:** To be considered, the quote must respond to all submittal components: Technical, and Cost.
- 11. Mandatory Responsiveness Requirements.** To be eligible for selection, the quote must:

A. Be timely received from and timely submitted by a Contractor (see Quote Submission section); and

B. Be electronically signed by the Contractor (see Quote Submission section).

## 12. Quote Contents.

A. Confidential Information. The Commonwealth is not requesting confidential proprietary information or trade secrets to be included as part of Contractors' submissions. Accordingly, except as provided herein, Contractors should not label quote submissions as confidential or proprietary or trade secret protected. Any Contractor who determines that it must divulge such information as part of its quote must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its quote, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. Commonwealth Use. All material submitted with the quote shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any quote regardless of whether the quote becomes part of a purchase order. Notwithstanding any Contractor copyright designations contained in quotes, the Commonwealth shall have the right to make copies and distribute quotes internally and to comply with public record or other disclosure **requirements** under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. Public Disclosure. After issuance of a purchase order pursuant to this RFQ, all quote submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a quote submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to the **Additional Required Documentation** section for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

**13. Discussions for Clarification.** Contractors may be required to make an oral or written clarification of their quotes to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to purchase order execution.

**14. Best and Final Offers (BAFO).** The Issuing Office reserves the right to conduct discussions with Contractors for the purpose of obtaining "best and final offers" in one or more of the following ways, in any combination and order: schedule oral presentations, request revised quotes, conduct an online auction, and enter into pre-selection negotiations.

The following Contractors will **not** be invited by the Issuing Office to submit a Best and Final Offer: those Contractors which the Issuing Office has determined to be not responsible or whose quotes the Issuing Office has determined to be not responsive; those Contractors which the Issuing Office has determined in accordance with the **Contractor Responsibility** subsection from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the purchase order; and those Contractors whose score for their technical submittal of the quote is less than 75 % of the total amount of technical points allotted to the technical criterion.

The Evaluation Criteria shall also be used to evaluate the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Contractor's Technical Submittal.

**15. Purchase Order Term.** The selected Contractor will be issued a purchase order with reference to ITQ Contract 4400010386, PHMC Museum Exhibit Services. The term of the purchase order will commence on the Effective Date and will end **June 30, 2026 with the option to extend an additional 30 days if there are delays to the project**. The optional renewal years, if any, may be exercised in the Commonwealth's sole discretion. No work may begin or be reimbursed prior to issuance of the purchase order. The selected Contractor will be paid after submitting invoices, provided such invoices are in accordance with the work plan and approved by the Commonwealth Project Manager. Final payment will not be made until all Project work has been successfully completed.

**16. Attachments to the RFQ.** All attachments to the RFQ, including those contained in the **Buyer Attachments, RFQ Questions** and **Additional Required Documentation** sections, are incorporated into and made part of the RFQ.

**17. Evaluation Criteria [Materials only].** The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The following criteria will be used in evaluating each proposal:

**A. Technical:** The Issuing Office has established the weight for the Technical criterion for this RFQ as **30%** of the total points. All Contractors whose quotes comply with **all** aspects of the technical requirements shall receive 100% of the allotted technical points. Contractors whose quotes do not comply with all aspects of the technical requirements shall not receive any of the allotted technical points.

**B. Cost:** The Issuing Office has established the weight for the Cost criterion for this RFQ as **70%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP\\_SCORING\\_FORMULA.aspx](https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx)

**18. Evaluation Criteria [Service Only].** The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted quotes. The following criteria will be used in evaluating each quote:

**A. Technical:** The Issuing Office has established the weight for the Technical criterion for this RFQ as **70%** of the total points. Evaluation will be based upon the following: **Understanding the Problem, Prior Experience, Personnel and Qualifications, and Project Work Plan.** The final Technical scores are determined by giving the maximum number of technical points available to the quote with the highest raw technical score. The remaining quotes are rated by applying the Technical Scoring Formula set forth at the following webpage: [https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP\\_SCORING\\_FORMULA.aspx](https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx)

**B. Cost:** The Issuing Office has established the weight for the Cost criterion for this RFQ as **30 %** of the total points. The cost criterion is rated by giving the quote with the lowest total cost the maximum number of Cost points available. The remaining quotes are rated by applying the Cost Formula set forth at the following webpage: [https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP\\_SCORING\\_FORMULA.aspx](https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx)

**C. Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFQ. The maximum amount of bonus points available is 3% of the total points for this RFQ. Refer to the **Domestic Workforce Utilization** document contained in the **RFQ Question** section for more information. The Domestic Workforce Utilization Formula is at the following webpage: [https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP\\_SCORING\\_FORMULA.aspx](https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx)

**19. Contractor Responsibility [Materials only].** To be responsible, a Contractor must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for a Contractor to be considered responsible for this RFQ and therefore eligible for selection for best and final offers or selection for contract negotiations:

The total score for the technical submittal of the Contractor's proposal must be equal to **100%** of the available technical points; and

The Issuing Office will award a contract only to a Contractor determined to be responsible in accordance with the most current version of [Commonwealth Management Directive 215.9, Contractor Responsibility Program](#).

**20. Contractor Responsibility [Services only].** To be responsible, a Contractor must submit a responsive quote and possess the capability to fully perform the purchase order requirements in all respects and the integrity and reliability to assure good faith performance of the purchase order. In order for a Contractor to be considered responsible for this RFQ and therefore eligible for selection for best and final offers or selection as the Best Value Contractor:

The total score for the technical submittal of the Contractor's quote must be greater than or equal to **75%** of the available technical points and the Contractor must demonstrate the financial capability to assure good faith performance of the purchase order.

Further, the Issuing Office will issue a purchase order only to a Contractor determined to be responsible in accordance with the most current version of [Commonwealth Management Directive 215.9, Contractor Responsibility Program](#).

**21. Final Ranking and Award.** After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, the final cost scores, and the domestic workforce utilization scores. The Issuing Office will rank responsible Contractors according to the total overall score assigned to each in descending order. The Issuing Office must select as the Best Value Contractor the Contractor with the highest overall score. The Issuing Office has the discretion to reject all quotes or cancel the request for quotes at any time prior to the time a purchase order is issued when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

**22. Notification of Selection.** The Issuing Office will notify all Contractors in writing of the Contractor selected as the Best Value Contractor after the Issuing Office has determined, taking into consideration all of the evaluation factors, the quote that offers the best value to the Issuing Office.

**23. Debriefing Conferences.** Contractor whose quotes were not selected may be given the opportunity to be debriefed, at the agency's discretion. The contractor must request a debriefing from the agency. The Issuing Office will schedule the debriefing at a mutually agreeable time, if it decides to grant the debriefing. The debriefing will not compare the Contractor with other Contractor, other than the position of the Contractor's quote in relation to all other Contractor quotes.

**Stage Description**

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No description available.

1 ★ **Instructions To Supplier :**

Responsibility to Review.

**Certification**

I certify that I have read and agree to the terms above.

**Supplier Must Also Upload a File:**

No

**Prerequisite Content:**

The Contractor acknowledges and accepts full responsibility to ensure that it has reviewed the most current content of the RFQ including any amendments to the RFQ.

## Buyer Attachments

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6100062763 SOW Erie Maritme Museum Niagara Improvements.pdf	6100062763 SOW Erie Maritme Museum Niagara Improvements.pdf	../Attachments/6100062763 SOW Erie Maritme Museum Niagara Improvements.pdf
6100062763 Attachment 3 Niagara Condition Report.pdf	6100062763 Attachment 3 Niagara Condition Report.pdf	../Attachments/6100062763 Attachment 3 Niagara Condition Report.pdf
6100062763 Addendum 1.docx	6100062763 Addendum 1.docx	../Attachments/6100062763 Addendum 1.docx
6100062763 Attachment 5 Cost Matrix Erie Maritime Museum Niagara Improvements.xlsx	6100062763 Attachment 5 Cost Matrix Erie Maritime Museum Niagara Improvements.xlsx	../Attachments/6100062763 Attachment 5 Cost Matrix Erie Maritime Museum Niagara Improvements.xlsx
6100062763 Addendum 2.docx	6100062763 Addendum 2.docx	../Attachments/6100062763 Addendum 2.docx
6100062763 Addendum 3.docx	6100062763 Addendum 3.docx	../Attachments/6100062763 Addendum 3.docx

## Questions

★ Supplier Response Is Required

### RFQ Questions

#### Group 1.1: Technical Questions

- 1.1.1 Please upload a Technical Submittal per the requirements referenced in the SOW under the Buyer Attachments. ★  
File Upload
- 1.1.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file.  
File Upload

#### Group 1.2: Cost

- 1.2.1 Please use the attached cost template to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★  
File Upload

### Additional Required Documentation

#### Group 2.1: Standard Forms

- 2.1.1 Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★  
File Upload  
Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.doc
- 2.1.2 Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★  
File Upload  
Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf
- 2.1.3 Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★  
File Upload  
Trade Secret/Confidential Proprietary Information Notice - ../Attachments/QuestionAttachments/TradeSecret\_ConfidentialPropertyInfoNotice (002).pdf
- 2.1.4 Any contractor who determines that it must divulge trade secrets or confidential proprietary information as part of its quote must submit a redacted version of its quote, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.  
File Upload
- 2.1.5 Please download, sign, and attach the Worker Protection and Investment Certification Form (BOP-2201). ★  
File Upload  
Worker Protection and Investment Certification Form (BOP-2201) - ../Attachments/QuestionAttachments/BOP-2201 EO 2021-06 Worker Protection Form BOP 02042022

#### Group 2.2: Contractor's Representation

- 2.2.1 By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities).  
Yes/No ★

## Price Components

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There are no Price Components added to this event.

**Work Statement and Scope of Work (Attachment 01)**  
**Erie Maritime Museum & U.S. Brig *Niagara* (EMM)**  
**RFQ Number: 6100062763**

**Bid Information**

**RFQ#6100062763 is a restricted solicitation** for pre-qualified suppliers under the PHMC Museum Exhibit Services ITQ Contract, Fabrication & Installation Services category. All questions regarding this RFQ must be submitted via Jaggaer by **4:00 PM on Friday, February 21, 2025**. Bid responses can only be submitted electronically via Jaggaer by **2:00 PM on Wednesday, March 5, 2025**.

The following documents must be included with your bid response:

- Statement of Work (including shipyard prior experience (with at least 2 relevant project examples), resumes of proposed personnel, work plan, and projected timeline).
- Completed Cost Matrix (**Attachment 05: Required Cost Matrix**)
- Other documentation required as part of the RFQ in Jaggaer.

**Geographic Restriction:**

Due to federal regulations pertaining to U.S. Coast Guard (USCG) documented vessels, this project is restricted to those shipyards that are registered as companies of the United States of America. The U.S. Brig *Niagara*, holding a USCG Certificate of Documentation, is not permitted to have work of this scope completed by companies registered outside of the United States of America.

**Optional pre-bid conference:**

An optional pre-bid conference will take place at **1:00 PM on Wednesday, February 19, 2025**, at the Erie Maritime Museum (EMM). Directions to EMM are attached (**Attachment 04: Directions to the Museum**).

**Statement of Work:**

The Erie Maritime Museum (EMM), located at 150 East Front Street, Erie, PA, 16507, is undertaking a large-scale Commonwealth Capital project to address and improve the U.S. Brig *Niagara's* ability to provide ongoing, safe & successful sailing operations as the Flagship of the Commonwealth.

The selected shipyard will provide all necessary labor, materials, equipment, and vehicles to accomplish vessel haul out, carpentry and structural repairs, and systems upgrades as outlined in **Attachment 02 - Project Objectives**. Shipyards submitting a bid package must be able to complete all required objectives. Proposals must provide a written statement addressing each outlined objective, detailing action steps to address each objective, including but not limited to planning process, action steps, and so forth.

The selected shipyard will be required to provide PHMC with detailed written monthly and quarterly reports. A template for these reports will be provided, as will any necessary training & guidance to successfully submit these reports.

Work will be completed under the supervision of the Ship's Master, and the EMM Site Administrator. The contracted work will be completed in cooperation with Pennsylvania Historical & Museum Commission (PHMC) staff from the Bureau of Historic Sites and Museums and the Bureau of Management Services.

The service and maintenance of the vessel requires specialized knowledge, skills and abilities, along with specialized resources. The contractor/shipyard is responsible for ensuring that employees with appropriate qualifications and experience perform the work on this contract.

The shipyard is responsible for the coordination and completion of all work related to and involving the objectives, coordinating work schedules with the Ship's Master and providing access to the shipyard/worksites for PHMC staff for oversight and inspection as necessary. PHMC staff, not including the Ship's Master who must be granted unrestricted access at all times to *Niagara*, will provide at least two (2) days' notice prior to arriving at the shipyard, allowing for the coordination of Personal Protective Equipment (PPE) dispersal and having representatives of the shipyard on hand for conference.

All objectives and associated work to address said objectives must be completed by **March 30, 2026**, allowing for a planned voyage of *Niagara* back to Erie, PA to depart the selected shipyard by **April 30, 2026**. PHMC reserves the right to extend the deadline for this project. PHMC reserves the right to cancel this bid at any time.

The shipyard will be required to submit a formal day-by-day workplan for written PHMC approval at least 10 business days prior to the start date. The shipyard will not alter the agreed upon work schedule without prior written approval of the Ship's Master and the Site Administrator. Except for weather emergencies, requests by the shipyard to alter hours or dates in the agreed upon work schedule must be made in writing to the Ship's Master and the Site Administrator at least three days in advance. Changes to the agreed upon work schedule due to weather emergencies must be approved in writing by the Ship's Master and the Site Administrator.

The shipyard will maintain in full force and effect during the term of the contract comprehensive liability insurance, property damages liability insurance, automobile liability insurance, and all other insurance as specified in the attached "Insurance Requirements."

The selected shipyard will provide the staff of the Erie Maritime Museum & U.S. Brig *Niagara* with three copies of a list of all shipyard personnel who will work on this project.

The shipyard will supply all labor, materials, supplies, vehicles and equipment (except Aquadrive components, Caterpillar C7.1 engines and transmissions, and 10kw and 15kw generators) needed to address the project objectives as outlined in Attachment 02. The shipyard will protect all pieces, parts, rigging, surfaces, and equipment of the vessel during the completion of the work, providing for all necessary risk mitigation and protections necessary to reasonably prevent damages to the historic resource and related equipment. The shipyard will be responsible for removing and safely disposing of all waste materials created by the project.

All shipyards submitting a bid on this project are urged to attend an optional pre-bid meeting at **1:00 PM on Wednesday, February 19, 2025**, in the theater of the Erie Maritime Museum.

**Project Specifics:**

Home Port Location of Vessel:

The Erie Maritime Museum, home of the U.S. Brig *Niagara*, is in Erie County, PA at 150 East Front Street, Erie PA 16507-1594.

Planning:

There will be a mandatory post-award conference during which the awarded shipyard will meet with PHMC personnel to coordinate all work, including but not limited to prepping, voyage planning, project-work, and so forth.

The selected shipyard will develop, in conjunction with PHMC staff, a plan and sequence to accomplish the objectives.

Communication:

A suitable representative of the shipyard is required to attend a weekly conference call (Team's or Zoom) at a mutually convenient time for the shipyard and agency (PHMC), during which time updates, concerns, questions, etc. will be addressed. If the PHMC determines a meeting is not necessary, PHMC reserves the right to cancel the weekly conference call.

A representative of the PHMC will be provided with access and space to be onsite at the shipyard, at least 5 business days per month while in shipyard.

The shipyard will be required to provide PHMC with detailed written monthly and quarterly reports. A template for these reports will be provided, as will any necessary training & guidance to successfully submit these reports.

Public Relations:

The winning shipyard and related subcontractors are not permitted to engage in any media operations (print, digital, social media, etc.) detailing the work being completed without receiving written permission from PHMC ahead of time.

### Above & Below Waterline Survey:

A professional certified marine surveyor was hired to conduct an above and below waterline survey of the U.S. Brig *Niagara* in 2024. The survey provided a detailed understanding of the current condition of the vessel, along with identified concerns needing immediate and long-term solutions. PHMC has attached the condition report (**Attachment 03: U.S. Brig *Niagara* Condition Report**) to provide greater understanding of the objectives included in this capital project.

### Term of Purchase Order

The term of the contract will commence on the Effective Date of the purchase order and shall end on **June 30, 2026** with the option to extend an additional 30 days due to unforeseen circumstances. The selected shipyard shall not start the performance of any work prior to the Effective Date of the contract and the Commonwealth shall not be liable to pay the selected shipyard for any service or work performed or expenses incurred before the Effective Date of the contract.

### PHMC Responsibilities and Duties

It shall be the responsibility of PHMC to:

- Provide the shipyard with Aquadrive components.
- Provide the shipyard with Caterpillar C7.1 engines and transmissions.
- Provide the shipyard with 10kw and 15kw generators.
- Deliver the vessel to and from shipyard.

Payment & Sequencing: With adherence to Commonwealth procurement guidelines and management directives, once awarded, the winning bidder and the PHMC will determine a sequence of payments based on established benchmarks of completion pertaining to the sections included in the submitted Cost Matrix. The sequence of payments will total the allocated budget.

### Risk Management:

The shipyard will be responsible for any damage to the vessel and any damage to Department of General Services (DGS), PHMC property or PHMC rented property caused by their work during this project. The shipyard will provide a certificate of insurance as per the terms and conditions of the Museum Exhibit Services Contract, Section 045.1, Paragraphs A. and B, "Insurance".

If the shipyard causes any damage, destruction, theft, or vandalism to any PHMC property, or is found at fault for said instances, and a claim is made against the shipyard's insurance, the PHMC will seek payment for either the replacement value or repair of said objects. If the PHMC seeks the replacement value, the value will be determined by a qualified appraiser selected by the PHMC. If the PHMC seeks full repair, the PHMC shall select a qualified shipyard who shall determine repair plans and cost for repair. Repair shall be done by a qualified shipyard according to the repair plan as approved by the PHMC.

### **Bid Package:**

A completed bid package includes a response to all items listed in the Best Value Criteria, along with the numbered items immediately below. The completed Cost Matrix must outline costs for travel, lodging, per diem, vehicle rental, labor, equipment and supplies/materials. Costs incurred by the shipyard not included on the Cost Matrix will be the sole responsibility of the shipyard.

1. A proposed weekly schedule of work to be done, beginning with "Week 1" and proceeding week by week to conclusion. In proposing this schedule, the PHMC realizes that unforeseen circumstances such as weather emergencies may cause changes in the schedule.
2. A statement of qualifications demonstrating that the shipyard has a minimum of three years of experience working on wooden ships. This statement must list at least 3 names, addresses and phone numbers of people who can be contacted to verify the experience cited in this statement.

### **Best Value Determination Criteria**

The Best Value Criteria specified below defines the criteria that will be used to determine the successful shipyard to be issued a purchase order.

1. **Understanding the Problem:** Provide a detailed Work Statement that accurately assesses the objectives to be solved based on your understanding of the project requirements stated in the SOW and related attachment. The Work Statement must include the following: a list of all materials and equipment to be used and a description of how the objectives will be accomplished. Incorporate or append your Work Statement onto the attached Statement of Work (**Attachment: 01**).
2. **Shipyard Prior Experience:** On the Shipyard Prior Experience Submittal, detail three (3) projects your company performed that are similar in nature and scope to the requirements stated in the SOW. Include reference company name and address, contact person with phone number, e-mail address and best time to call, project name, project start and end dates and a brief description of the project.
3. **Shipyard Personnel and Qualifications:** Provide resumes with names of individuals that will be assigned to the project, as direct employees or subcontractors, and demonstrate the qualifications and skills required to successfully develop and implement the project as defined in the SOW. It is important that the proposed individuals meet the minimum levels of experience for their assigned duties, and have all proper certifications, if requested. The shipyard's project manager must have demonstrated project management skills and technical background and experience to appropriately manage & complete the project. Ensure resumes contain no personal information as these may become public documents.
4. **Project Work Plan:** Include a high-level summary that shows all the tasks and deliverables to complete the project. Explain your approach to deliverables. Append your Project Work Plan onto the attached Statement of Work (**Attachment: 01**). This summary will become the basis of a formal workplan. Once this plan is finalized, any deviations from the plan will require PHMC written approval.
5. **Cost:** Complete the attached Cost Matrix (**Attachment 05: Required Cost Matrix**) to submit the cost portion of your proposal.
6. **Domestic Workforce Utilization:** Complete and sign the attached Domestic Workforce Utilization Form.

### **Insurance Requirements:**

The shipyard will purchase at its sole expense and maintain in full force at all times during the term of the contract comprehensive general liability insurance, property damages liability insurance, and automobile liability insurance in such amounts as shall be acceptable to the Commonwealth of Pennsylvania. In no event shall the amounts of insurance be less than \$1,000,000 for injury to or death of one person in a single occurrence, \$2,000,000 aggregate for injury to or death of more than one person in a single occurrence, and \$2,000,000 for a single occurrence of property damage. The shipyard shall name the Pennsylvania Historical and Museum Commission, Bureau of Management Services as a certificate holder and as an additional insured on all liability insurance policies. The shipyard shall provide to the PHMC, 10 days after contract execution, certificates of insurance evidencing such coverage, including the effective dates of such coverage.

The shipyard shall also provide at its sole expense and maintain in full force and effect during the term of the contract workers' compensation insurance for all personnel employed by the shipyard to perform services under this contract.

The shipyard agrees not to cancel, change or replace the insurance policies without at least 30 days prior written notice to the issuing office.

## Attachment: 02 – Project Objectives

### Section 1: Haul Out and Preparation

Haul out via appropriately sized (*Niagara's* displacement tonnage at the point of haul out will be no more than 315 tons) Marine Travel Lift, drydock, or marine railway. Pressure wash and block ship in a building or in an area that will allow for a structure to be built around the ship so that work can carry on regardless of weather conditions.

If no building is available, construct a temporary structure to house *Niagara* in a manner that will allow all work to be completed regardless of the weather.

### Section 1a: Masts and Bowsprit

1. Remove masts and bowsprit. Assess condition of mast partners, deck beams, and carlins and affect repairs to be determined by the owner's representative, lead shipwright, and project manager.
2. Perform necessary maintenance/repairs to the masts and bowsprit and associated rigging (to be identified in conjunction with owner's representative, lead shipwright, and project manager).

### Section 2: Tankage & Plumbing

1. Remove all tanks and assess condition and repair or replace as deemed necessary.
2. Replace existing plastic grey water tanks with stainless steel tanks.
3. Assess and replumb black and gray water systems with attention given to "pump out" system in conjunction with owner's representative.
4. Assess and repair fire and bilge plumbing.
5. Assess and repair as necessary potable water system.
6. Replace heads as necessary.

### Section 3: Engine and Drivetrain, and Peripheral Systems

1. Remove main engines, transmissions/gear boxes, and Aquadrive thrust bearings and Aquadrive shafts and CV joints. (**Aquadrive components to be provided by vessel owner, PHMC**)
2. Inspect intermediate and tail shafts via non-destructive methods (ultrasound, x-ray, or otherwise) to determine soundness for the added forces put out by the upgraded equipment. This may involve removing the shafts in whole or in part to carry out testing.
3. Replace and install new thrust bearings and CV axles/joints with Aquadrive parts as per installation notes provided by the manufacturer. Notify Aquadrive of final CV axle required length after installation of all other components in the drive line. Plan for one week turn-around time for delivery of new CV axles from Aquadrive.
4. Replace engines and transmissions/gear boxes with Caterpillar C7.1 engines, (**Caterpillar C7.1 engines and transmissions to be supplied by vessel owner, PHMC**) including necessary associated components and hardware as per installation notes provided by the manufacturer, and ensure the installation meets the approval of Caterpillar in compliance with Caterpillar warranty requirements.
5. Evaluate and determine if existing main engine exhaust system meets back pressure requirements. Alter, repair, or replace as necessary.
6. Inspect and repair/replace existing air compressor and all components to eliminate any leaks.
7. Prep and paint engine room and driveline spaces that are accessible when equipment is removed.
8. Source and install new fixed fire suppression system in the engine room. Specific type and design to be approved by owner's representative.
9. Provide necessary personnel and Caterpillar Representative in attendance to conduct a sea trial to verify engine and propeller/ drive line installation and performance is in accordance with manufacturer's specifications.

#### Section 4: Carpentry / Shipwright Work

- Species of wood to be repaired, replaced or otherwise addressed must utilize in-kind species and/or type of wood unless otherwise agreed upon between the shipyard and the owner/operator.
1. Repair/replace stem assembly, including changes to increase the structural integrity of the stem and associated bow framing to satisfy USCG pending form CG 835.
  2. Replace framing, cant frames, and knightheads as needed as part of stem repair.
  3. Caulk hull seams that present themselves as needing attention.
  4. Replace hull planking as needed based on hull survey and/or found during caulking and other hull replacements. (No more than 10% of framing and 40% of planking anticipated).
    - a. Repair/replace compromised hull planking and structure on port and starboard aft quarters, to be identified in conjunction with owner's representative.
    - b. See Attachment 03: U.S. Brig *Niagara* Condition Report, Pages 7 through 10.
  5. Replace waterway timbers and compromised sections of the gun ports to include reconfiguring gun port sills so the spirketting plank can be one continuous timber, as per outlined in USCG approved engineering drawing provided by the owner. Materials to be determined in conjunction with owner's representative.
  6. Repair compromised inboard and outboard bulwark planking and associated structure.
  7. Repair/replace compromised cap rail in whole or in part to be identified in conjunction with the owner's representative.
  8. Remove internal lead ballast, assess revealed hull structure, repair as necessary and renew paint coating in the bilge and below deck space.
  9. Remove keel bolts in area of wardroom (which are known to be leaking) and replace/repair as necessary. Inspect and replace any other keel bolts that suggest the need.
  10. Repair/replace compromised toe rail and other areas of rot in the bridge deck. To be identified in conjunction with the owner's representative.
  11. Replace compromised deck planking, to be identified in conjunction with owner's representative.
  12. Repair/replace any deck structure (beams, carlins, etc.) that is discovered upon addressing the deck planking. To be determined in conjunction with the owner's representative.
  13. Inspect and replace or repair any pin rail or fife rail that show signs of compromise. To be determined in conjunction with owner's representative.
  14. Develop a maintenance schedule for plank and frame replacement moving into the future. This will be accomplished in conjunction with the lead shipwright and the owner's representative.
  15. Remove Capstan to expose deck structure under it and assess and carry out necessary repairs as determined by owner's representative. Assess and carry out any repairs to the capstan itself.
  16. Re-caulk entire deck.

#### Section 5: Electrical System Upgrade

- Electrical system upgrade (work to be done in compliance with provisions of 46 CFR Parts 169 and other applicable regulations) to include:
  1. Loose wiring to be placed in proper wire runs
  2. Replace AC/DC wiring where necessary
  3. Batteries moved one compartment aft of their present location in engine room
  4. Installation of (2) new generators, 10kw and 15kw models **(to be supplied by vessel owner, PHMC)**
  5. Evaluate and repair or replace exhaust for new primary generator.
  6. Design and replace exhaust for second smaller generator to eliminate hydrolock issues.
  7. Reconfigure electrical panels/switching to accommodate updated wiring, generation and charging.
  8. Replace all lighting to updated LED technology.
  9. Update entire suite of navigation electronics with equipment spec'd by owner.

## Section 6: Close Out

1. Renew hull anti-fouling coating. Material to be determined in conjunction with owner's representative.
2. Prime and paint all planking and structures on deck with same, like, and kind paint system
  - All paint products to be approved through the owner's representative
3. Relaunch vessel when contractual conditions allow for release to owner or owners representative.
4. Reinstall bowsprit and lower masts.
5. Miscellaneous rigging work on components that are only accessible for maintenance when masts and bowsprit are removed. Inspect, repair or replace as deemed necessary by owner's representative and professional rigger (either on staff or contracted to).
6. Complete final review of punch list and commissioning with owner representative/master.
7. Provide space, access and time for inspection of vessel by USCG.
8. Provide dock space for *Niagara* to prepare for the return passage to Erie, PA. Duration to be determined and largely dependent on weather.

**Attachment 03: U.S. Brig *Niagara* Condition Report**

**(Separate Attachment in Buyer Attachments Section of RFQ 610062763)**



# Marine Safety Consultants, Inc.

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## U.S. BRIG NIAGARA CONDITION REPORT

**Date:** November 9, 2024

**File No.:** 24-0455

**To:** Jim Hall  
Museum Site Administrator  
Bureau of Historic Sites & Museums  
400 North Street, Keystone Bld.,  
Harrisonburg, PA 17120

**Vessel's Name:** U.S. Brig NIAGARA  
**Date of Survey:** 1/8/24 & 10/28/24  
**Location of Survey:** Erie, Pennsylvania and  
Cleveland, Ohio

THIS IS TO CERTIFY THAT the undersigned surveyor did, at your request, attend survey of the U.S Brig NIAGARA while afloat and under winter cover, at Erie Maritime Museum on January 8<sup>th</sup> 2024, and while hauled and blocked at Great Lakes Shipyard, in Cleveland, Ohio on October 28<sup>th</sup> and on subsequent dates, in order to ascertain the general overall condition of the vessel hull structure.

**Type:** Tall ship

**Owner:** Pennsylvania Historical & Museum Commission

**Address:** 400 North Street, Harrisburg, PA 17120

**L.O.D.:** 110'8"

**Spared Length:** 198'

**Draft.:** 9'

**Hull #.:** IHWS-861

**Displacement:** 297 long tons

**Rebuilt:** 1988

**L.O.A.:** 123'

**Beam:** 32'

**Doc. No.:** 978478

**Gross Ton:** 162grt

**Year Built:** 1813

**Builder:** Adam & Noah Brown

**Description:** The USS NIAGARA is a 123' (overall length) wooden hulled snow brig launched in 1813 and fought in the War of 1812. The vessel was relaunched, after being completely rebuilt, in 1988. The vessel is currently moored at the Erie Maritime Museum, Erie PA. where it is used as a museum exhibit and USCG licensed sail training vessel.

### -SCOPE OF SURVEY-

The scope of this Condition Survey was limited to surveying the vessel hull structure to determine its current condition and structural integrity, in preparation for a major drydocking and refit period.

Survey included those spaces and equipment that could be sighted without removals or operation.

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**Bulkheads:** (3) Watertight, (1) Vapor tight (aft of engine room)

It has been reported by the owner's representative that Pentachlorophenol (penta) an oil-based pesticide was used in the pressure treatment of a majority of structurally significant laminated timbers. This chemical has since been banned in North America for use in new construction, for health and environmental reasons.

## **-DESCRIPTION OF STRUCTURE INCLUDED IN SCOPE OF SURVEY -**

The components of the hull structure included in the scope of survey include:

The **Keel**, the main longitudinal, centerline, strength member along the bottom of the vessel. The lower longitudinal member of the vessels framework and attachment point of the lead external ballast.

The **Keelson/Keelson rider**, the secondary centerline strength member running longitudinally on the top of the keel and frame floors and bolted through the entire keel assembly.

The **Stem**, the forwardmost portion of the backbone of the vessel. The stem consists of a stem timber and additional components, where the whole assembly is often referred to as just "the stem".

The **Stem Knee** is a timber that ties the fore keel to the stem assembly.

Components of the stem assembly include the gammon knee, cutwater, stem and apron. The stem rabbet is the notch cut into the side of the stem apron to receive the planking. The stem components are made of hardwood and fastened together with galvanized drifts or through-bolts of various dimensions.

The **Hull Planking**, outside the framing with the forward ends landing in the stem rabbet.

The **Stealer Planks** are on the aft end of the vessel where two planks taper into one.

The planking **Hood Ends** are the forward most portions of the hull planking, where it meets the stem rabbet

The **Bilge Planks**, inside planking running stem to stern at the turn on the bilge for the purpose of strengthening the hull, often referred to as ceiling.

The **Sheer Clamp/Shelf**, longitudinal members, lying against the inside of the frame heads, used to support the deck beams and for strength tying the frames, hull and deck structure together.

The **Bilge Stringer**, are full length interior planks that are located at the turn of the bilge, structurally tying the frames together.

The **Deck Beams**, timbers running perpendicular to the vessels centerline in which the deck is fastened.

The **Carlins** are a piece fitted fore and aft between deck beams. Carlins are fitted on each side of a hatch where it passes through the deck.

The **Frames/Frame Futtock** are ribs forming the skeleton of the vessel. One of the curved or crooked timbers in a built-up or compound frame is a futtock. Multiple futtocks are fastened together to form a single frame.

The **Bulwarks**, are the continuation of the framing and hull side planking above deck level. The bulwarks are comprised of hardwood cant frames, inner and outer bulwark planking, inner and outer cap sheer planks and cap rail.

The **Spirkettling Plank** is an inside wale. It provides strength and is also subject to stress from the forward cannon trucks. It sits on the waterway and reaches the underside of the gun port sills. The inside bulwark planking starts above the spirkettling and is typically about one half the thickness.

The **Breast Hook** is a horizontal structural knee connecting the stem to the waterways and forward framing, often built from a single piece of wood. The breast hook, on NIAGARA is constructed out of (3) pieces of yellow pine including the breast hook beam, which is notched to receive the stem and (2) breast hook knees (port and starboard) fastened to the breast hook beam and the waterways.

The **Waterways/Covering board**, the edge plank that runs along the inside of the gunwale, essentially forming the outer boundary of the deck surface, while "waterways" are channels carved into the outboard planks of the deck specifically designed to allow water to drain off the deck and overboard; in simpler terms, the covering board is the edge of the deck, while the waterways are the channels that direct water off the deck.

The **Bowsprit** is the spar protruding forward the bow, made up of (3) spars, to facilitate the connection of the (3) jibs. The bowsprit rests atop the stem and has a tenon, on the aft end, which is set into the samson post. Associated rigging attachment points to the hull include the stem, catheads, bulwarks and mast.

The **Knight Heads** are frame like timbers used to give additional backing to the planking vertically on either side of the stem aft of the rabbet and secured to the stem.

The **Cant Frames** are primary main structural timbers or frames at the forward ends of the vessel laying normal to the hull planking and not square to her fore and aft centerline.

The **Lodging Knees** are horizontal knees fixed to the deck beams perpendicular to the decking.

The **Hanging Knees** are vertical knees fixed to the deck beams parallel to the decking.

The **Cat Heads** are horizontal hardwood beams, which protrude outboard, atop the forward cap rail used to support the anchor and as attachment points for the jib stays, which are connected to the bowsprit, stabilizing it horizontally.

The **Gammon Iron** is a metal hoop or band attached to the forward section of the hull in which the bowsprit passes.

**Fasteners** were found to be square boat nails/spikes, through-bolts and drifts of stainless steel and hot dipped galvanized steel.

### **-STEM/BOW AREA FINDINGS-**

Deterioration and rot were found in the hull planking, inner/outer bulwark planking and covering boards/waterways, in the area of the bow.

The stem assembly was found tilted forward and canted to starboard with the whole assembly having a twist. The aft face of the stem was found to be separated from the breast hook beam, with a gap of approx. 1" on the port side and 5/8" on starboard side.

The stem and apron, when inspected visually where accessible without disassembly, were found to be without rot and well connected to each other, with only minor checking found.

The stem assembly aligns with the fore keel and the plank hood ends land fair and flush, in the stem rabbet, from the fore keel to approximately 1' above the waterline.

A gap of 3/4" approx. was found between the stem and the knight heads on the port side and a smaller gap on the starboard side, which is consistent with the stem being tilted forward and canted to starboard.

A gap of +1" was found between the planking hood ends and the stem rabbet, on the port side.

The starboard side plank hood ends shows separation of slightly lesser degree than the portside. The gap was greatest at the top of the planking and decreasing evenly to approximately 1' above the waterline, forming a long shallow "V". The nature of this gap is consistent with stem tilting/moving forward from the bow planking/structure and canting to starboard.

Shims have been added in the forward portion of the stem rabbet, from the apex line to the outer rabbet line, likely in an effort to facilitate caulking.

It was noted that the forward plank ends show evidence of being securely connected to the knight heads, but not to the stem rabbet.

As the stem moved forward and starboard causing the planking to separate from the stem rabbet, the hull side planking remained fair. This leads us to believe the knight heads and frames are reasonably sound and the bow planking is securely fastened to them, although the actual framing condition cannot be confirmed without the planking being removed.

The inner and outer bulwark planking were found to be sprung forward 3/4" (+) on the port side and 1/2" (+) on the starboard side, when sighted from the inner & outer cap shear to the underside of the cap rail. The cap rail showed no sign of movement.

The jib stays stabilizing the bowsprit on the horizontal plane connect to the cat heads, which also support the anchor when stowed. The cat heads have minimal bracing to support the dynamic loads placed on them while the vessel is sailing. This lack of support transmits the lateral load of the bowsprit to the gammon knee lashing and stem.

During the April 2023 survey, ways to stabilize the stem in place and improve the structural integrity of the stem and associated bow structure were discussed with Charlie Fox/vessel owner representative, Adam Stanisz/Vessel Lead Shipwright and the inspecting USCG officers from station Buffalo, NY. It was determined, through group consensus, that the stem would need to be stabilized in order to prevent further movement, prior to the 2023 sailing season and permanent repairs would be performed at the next dry docking.

The USCG issued a form CG835 in regard to the stem/bow conditions.

Steps, approved by USCG, taken to stabilize the stem assembly included:

- Addition of a Gammon Iron, consisting of a horizontal steel strap, spanning across the top of the bowsprit, and bolted through the bulwark planking and cant frames.
- Addition of a series of (3) horizontal brackets through bolted to the planking, knight heads and cant frames, on port and starboard sides of the stem. The brackets spanning side to side form a box around the outer portion of the stem, tying the stem to the planking and forward structure of the vessel.

From where visible from the deck of the vessel and with the vessel hauled and blocked, the stem and planking orientation has not significantly changed since the previous surveys leading us to believe that the efforts to stabilize the stem assembly were successful.

### **-KEEL-**

The keel assembly, where accessible from the inside the vessel, and with the vessel hauled and blocked was found to be with no evident areas of significant rot or deterioration.

The keel was found to be straight with no evident hog, when sighted fore and aft by eye, with the vessel hauled and blocked.

The mast steps, inspected with the lower masts stepped, were found to be in good condition.

The transom knee was found to be split in two at the upper most drift, that fastens it to the stern post.

Bilge water was found to be leaking through the keel bolts in the vicinity of frame 20 through 23, which leads us to suspect that there is issues with the keel/keel bolts in that area.

### **-FRAMES-**

The frames that were accessible from inside the vessel were found to be in overall good condition.

A majority of the framing is not accessible due to exterior hull planking, interior planking (ceiling), internal ballast, wiring, tankage, plumbing/piping and other vessel structure/systems.

*It is likely deterioration of frames/ frame heads, will be found when the damaged portions of the covering boards/waterways and hull planking are removed.*

### **-HULL PLANKING-**

The hull planking was inspected visually and tested using the “Percussion Method” over a majority of the accessible external hull structure with the vessel hauled and blocked, in order to determine its general overall condition.

The planking is referenced sequentially by numbers 1 through 34:

- Garboard, or bottom plank at the keel being 1
- Waterline plank midship being 27
- Sheer plank being 34
- Stealer planks aft below the water line are identified with a letter suffix (1B,2B...)

The frames are referenced sequentially by numbers 1 through 58, 1 being at the bow and 58 at the transom.

#### **Port Hull Side Planking:**

- Plank 16 shows signs of deterioration at the plank butts at frames 11 & 22.
- Plank 19 has deterioration from frame 9 through 13 and signs of deterioration at the plank butts at frames 10 & 21.
- Plank 25 has compromised caulking/seam damage in the area of frame 49.
- Planks 23 through 28 have deterioration at the hood ends even though they appear to have been recently replaced from the 8<sup>th</sup> frame forward.
- Plank 29 shows signs of plank deterioration between frames 10 & 15 and further aft at the plank butt at frame 34.
- Plank 30 has sprung proud and the plank seam/caulking is compromised/deteriorated in the area of frame 36, deterioration was also noted at the plank butt at frame 13.
- Plank 31 shows signs of deterioration at the plank butt and through hull in the area of frame 47.
- Plank 32 has deterioration in the plank and compromised plank seam/caulking, in the area of frame 36.
- Planks 31 through 34 (sheer plank), from mid ship to the bow are in poor condition with large portions of deterioration in the planking, compromised/deteriorated plank seams/caulking, missing bungs and planking that is proud.

**Port Hull Side Planking at the transom:**

- Hull side planks 26 through 34 (sheer plank), have extensive deterioration aft of approximately frame 57 & at the transom.
- Evidence of freshwater intrusion from the compromised seams, starting at the top of the bulwarks, is obvious.
- The port side ends of the transom planking are deteriorated in the area of hull side planks 26 through 34 (sheer plank).
- It is very likely that the underlining hull structure, including the transom corner blocking and associated framing is also compromised. Any damage and its extent cannot be fully assessed without planking removal.

**Starboard Hull Side Planking:**

- Planks 9 through 14 have plank deterioration and damaged caulking bevel on the forward 2'
- Planks 1 through 5 have deteriorated/damaged caulking bevel on the forward 3'
- Planks 21 & 22 have deterioration in the area of frames 9 through 11
- Plank 26 has deterioration at the plank butt at frame 47
- Planks 26 through 31 are deteriorated between frames 31 through 36, in the area of engine exhaust penetrations and in the area between frames 15 through 21 plank 30 has deterioration at the plank butt at frame 36
- Plank 33 has plank deterioration between frame 39 through 43
- Caulking was found to be in poor condition and/or compromised on planks 29 through 34 mid ship.
- Deterioration was found on the aft portion of the starboard side main mast chain plate channel.

**Starboard Hull Side Planking at the transom:**

- The deterioration on the starboard transom corner is more severe than that of the port side.
- The ends of planks 12 through 34 (sheer plank) aft of frame 57 show significant deterioration. The deterioration is most severe at the turn of the bilge at planks 27 through 32.
- The transom planking associated with hull side planks 25 through 32 have deterioration on the ends.

- The condition of the planking leads us to believe that it is very likely that the underlining hull structure, including the transom corner blocking and associated framing is also compromised. Any damage and its extent cannot be fully assessed without planking removal.

### **Hull Bottom Planking:**

- The bottom planking (below the waterline) was found to be in much better condition than the hull side planking (above the waterline). Inspection of the accessible exterior surface of the bottom planking found it to be in overall good condition.
- The hood ends at the stem, on the starboard side are copper sheathed and showed signs of deterioration.
- Copper sheathing was found over the plank rabbet on the stern post and over plank seams from the stern post to just forward the propellers. The planking had no soft spots or anomalies, when sounded by the "Percussion Method", and the copper sheathing is most likely to protect the plank seams and caulking from being damaged by propellor wash.

### **Comments/Observations Regarding the Hull Planking:**

- On the portside the forward portion of planks 23 through 28 were in the process of being replaced at the time of survey.
- On the port side copper sheathing was found over the stem rabbet 1 ½ ft. above the waterline up through plank 22.
- On the starboard side copper sheathing was found over the keel and stem rabbet from approximately frame 10 (3' aft of the fore keel) up to through plank 24.
- The poor condition of the planking hood ends and the use of copper sheathing over the stem rabbet leads us to suspect likely deterioration of associated underlying hull structure in these areas.
- Deterioration of the planking at the plank butts is often an indication of compromised/deteriorated frames and or associated fasteners, which cannot be inspected or condition determined without the associated hull planking being removed.
- Compromised seams/caulking on hull side planking can allow freshwater intrusion which will exacerbate rot and deterioration of the associated planking and hull structure.
- Poor fastener holding/compromised hull structure are suspected on planks that are proud or sprung.

**Summary Regarding Planking:**

- The hull side planking (above the waterline) was found to be in overall fair/poor condition, with large areas of failed paint coating.
- On the port side planking was found to be in poor condition at the forward hood ends and at the transom. Large portions of port hull side, midship planking near the sheer, showed large areas of deterioration and compromised seams/caulking.
- On the starboard hull side planking was found to be in poor condition at the forward hood ends at the stem and the transom. Large portions of starboard hull side midship planking near the waterline, in the area of the engine exhaust, showed areas of deterioration and compromised seams/caulking.
- The bottom planking (below the waterline) was found to be in overall good condition, with only minor anomalies found, in the areas of butt blocks, while sounding the planks.
- The anti-fouling coating was in fair condition with numerous spot repairs.

**-DECK BEAMS-**

The deck beams, where accessible, were found to be in overall good condition.

- *It is quite possible that deterioration, caused by freshwater intrusion, will be found on of the ends of the deck beams when the damaged portions of the waterways/covering boards are removed.*

The hanging and lodging knees were found to be well fastened and in good condition.

**-DECK PLANKING-**

The 3'' Douglass fir deck planking was found to be in overall fair condition.

Deterioration in the fir decking was found on plank ends, butts, next to hatch /cabin house carlins and other deck penetrations.

A large number of bungs were either missing or damaged in the deck planking.

The deck seams have pitch over the caulking, which is typically a combination of cotton and oakum. The pitch and caulking is in very poor condition and in need of renewing.

The areas around foreword deck structures and the foremast partners were found to have excessive pitch on the planking; likely an effort to maintain watertightness.

Leaks in the deck were found in the areas of the compromised covering boards, and numerous other locations throughout the deck, such as deck house/hatch carlins and above berthing areas.

The steel containment area for the fuel tank fills, located on the deck centerline, is rusted completely through and compromised.

### **-BULWARKS-**

The bulwarks, covering boards and margins were found to have areas of excessive deterioration and rot on the forward sections port and starboard and in the areas of the gun ports.

The inboard bulwark planking was found to have excessive deterioration and rot port and starboard forward and in the areas of the gunports and hawse ports throughout the perimeter of the deck.

The outboard bulwark planking was found to have excessive deterioration and rot port and starboard forward and in the areas of the gunports and hawse ports throughout the perimeter of the deck.

The gunports on the port side were found to be in poor condition, having numerous open seams and missing trim and fashion pieces. Some of them appeared to have been undergoing repairs that were not yet completed. The underlying vessel structure associated with these areas is very likely to have damage due to freshwater intrusion.

The fashion pieces on both port and starboard top, aft corners of the bulwarks were missing. This exacerbated the issues of freshwater intrusion.

The 17'' x 3'' caprail is comprised of laminated strips of Southern Yellow Pine. Survey found the paint system to be failing and large areas of delamination and checking. Many of the scarf joints have opened up, which is allowing freshwater intrusion into the bulwark structure. The damage/deterioration is more severe from amidship to the bow.

### **-RUDDER-**

The Hardwood rudder and associated hardware was found to be in overall good condition.

A small area of deterioration was noted on the trailing edge above the waterline, most likely caused by failed paint coating.

A substantial check, approximately 3'' deep and extending from the waterline up 18'', was noted on the starboard side.

### **-FASTENERS-**

No fasteners were pulled during the survey. The exposed portions of any accessible fasteners were, for the most part, found to be in good condition.

The fasteners that were removed from the port hull side planking, at the time of survey as part of the replacement of the forward ends of planks 23 through 28, were inspected and were found to be in good condition with only minimal corrosion or wastage.

## **-VESSEL SYSTEMS-**

Survey took place with the vessel out of the water with a focus on the external hull structure and did not include testing or evaluation of vessel systems.

Improvements/upgrades of the system's hardware, plumbing, wiring and associated appurtenances installations should be considered, to improve ease of access, maintenance and system functionality during the next refit.

## **-VESSEL MACHINERY-**

**Main Engine - Location:** In dedicated machinery space

**No. Type:** Twin inboard four-cycle diesel      **Make:** Caterpillar

**Model:** 3208 N

**Serial Numbers:** Port: 75V1031, Starboard 75V0730

**No. Cyls.:** 8      **R.P.M.:** 2200

**Hours:** Port: 12,343, Stbd: 10,128      **H.P.:** 250

**Reduction Gear:** Twin Disc 2.8:1      **Year:** Unknown

**Shafts:** Aquamet 2 ½" aft portion, 2 ½" steel center portion & Aqua Drive forward portion

**Props:** Feathering (5) blade bronze Max Props, new 2024

**Exhaust:** Stainless steel, first portion dry and second water jacketed

**Pan Under Engine:** Yes

**Engine Cooling System:** Heat exchanger

**Ventilation:** Forced

**Water Maker:** Aqua Master, Sea Recovery

**Hot Water Heater:** Isotherm

**Pumps:** -(2) 220v AC Bilge/fire pumps

-120v AC Fresh water pump

-12v DC Forepeak bilge pump

-(1) 12v DC & (1) Manual centrifugal, Fuel transfer pump

-Engine drive Fire/Bilge pump on port engine

-Manual diaphragm forepeak bilge pump

-Manual traditional deck pump

**Pump Manifold:** Located on engine room forward bulkhead

**Tanks:** Fuel tanks are stainless steel, located midship, in the bilge, under the cabin sole. Potable water, gray and black water tanks are plastic, located forward, in the bilge, under the cabin sole.

The owner's representatives stated that it is expected that the main propulsion engines and other vessel systems will be upgraded at the next refit.

More contemporary power options from John Deere, Cummins, Caterpillar, and other manufacturers are possibilities. These new-style motors will be computer controlled, versus the mechanically controlled 3208Ns currently in the vessel. They are also typically in line 6-cylinder motors requiring turbo chargers and intercoolers to produce desired increase in power

The upgrade to the higher power main engines, such as Caterpillar C7.1s, would necessitate the altering of the exhaust system, motor mounts, transmissions and shafting/driveline upgrades, along with USCG approval.

An adjustment of the propeller pitch would be necessary, which is a feature of the Max Prop and is easily done, but would have to be confirmed when actual motor/transmission gear ratio configuration is finalized.

### **-ELECTRICAL-**

**Auxiliary Generators:** (1) 2006, Mase 9.9kw, model IS10.2S, serial # G260321, with 9,233hrs.  
(1) 2006, Mase 19kw, model IS19S, serial # G264488, with 12,022hrs.

**Location:** In engine space

**Ventilation:** Forced

**Shore Power:** 240v

**Storage Batteries,** 12volt & 24volt

**Lighting System:** 12volt

**Battery Installation:** In boxed, located in engine space

**Switchboard:** AC & DC Main panels are located in engine space

**Lightning Arrestors:** Yes

**Battery Charger/Inverter:** (1) Master Volt, 240v/4500watt-120amp  
(1) Phase 3, model PT-70amp  
(1) Lewmar 80amp

### **-MAST, SPARS, RIGGING and SAILS-**

The vessel was only partial rigged at time of survey with the lower main and foremasts stepped with spars and rigging in storage on racks/pallets in the Erie Maritime Museum shop area. The spars and rigging were surveyed, where accessible, and were found to be in overall good condition.

The running rigging, sails and standing rigging were reported to have been serviced annually.

The portion of the rig, accessible from deck level, was found to be in overall good condition.

A complete survey of the rigging, spars, sails and annual maintenance by a traditional rigger is recommended.

### **-CONCLUSIONS-**

#### **Bow/Stem**

Our findings lead us to believe that the stem assembly has shifted forward and canted to starboard due to the significant portion of the large bowsprit's weight and dynamic strain, being transmitted to the top of the stem. The connection of the stem to the structural elements of the bow were found not sufficient to sustain the excessive loads exerted on the stem, while the vessel was at rest or under sail.

The permanent repairs, including additional structural elements to increase the integrity and strength of the bow, in an effort withstand the loads imposed by the large bowsprit could include:

- Portions of the bow structure including, but not necessarily limited to, bow/bulwark planking, decking and covering boards/waterways be removed, allowing verification of the condition of the framing and allow access to the stem assembly, If the stem assembly cannot be reset in its proper position due to its twist, it will likely need to be replaced.
- Addition of a Capsheer Breasthook, possibly out of steel, spanning across the top of the bowsprit and bolted through the bulwark planking and cant frames.
- A new breast hook built out of a single piece of wood or laminated out of several, with more substantial fastening of the stem assembly to the cant frames, knight heads and associated hull structure. This would replace the current breast hook assembly, which is made out of multiple pieces and shown to not be able to withstand the strain imposed by the bowsprit.
- The possible additional waterway/rider breast hook, built out of a single piece of wood or laminated out of several pieces, to form one solid piece, installed at deck level. This breast hook would be fastened to the stem apron, waterways and associated bow structure.
- Additional bracing for the Cat Heads to better withstand the dynamic loads from the bowsprit rigging.
- Increase the size of the stem back rabbet to provide a larger landing of the plank hood end and allow a more secure fastening of the planking to the stem.
- The possible addition of horizontal tie rods from the stem assembly to lodging knees, Samson post or deck beams in an effort to offset the vertical/compression load of the bowsprit on the top of the stem, which forces the stem forward.

If any additional structural, or other deficiencies not previously noted, are found they will need to be incorporated into repair/refit plan to be developed by Marine Safety Consultants, vessel Captain/lead shipwright, repair facility and USCG.

Any changes to the structure of the bow/stem area hull structure should have engineering drawings of the changes submitted to the USCG for approval prior to any work beginning to ensure they satisfy pending form CG835.

### **Keel, Planking, Bulwarks and Associated Hull Structure:**

The deteriorated/rotten planking, bulwarks, covering boards/waterways and associated structure, identified in this report need to be repaired, including any damaged framing and other hull structure that is revealed during the repair process.

The spirketting plank should be changed so that it is installed so it spans the gun ports in one continuous piece, to facilitate the shedding of water from the deck without pooling. This would help minimize the potential of future freshwater intrusion, the main cause of rot, in the area of the deck perimeter.

The cause of the leaking keel bolts, in the area of frames 20 through 23, should be investigated, when the vessel is in drydock/refit and the keel is accessible, when interior ballast, tankage and associated systems are removed and any necessary repairs done

The deteriorated portions of the deck should be replaced and the deck re-caulked.

The compromised steel deck fill fixture should be replaced.

The compromised/cracked transom knee should be replaced.

Any changes to the existing hull structure, such as the change of spirketting plank, should have drawings of the changes submitted to the USCG for prior approval to ensure the vessel's current Certificate of Inspection & Stability Letter (issued by USCG) will not be adversely affected.

### - RECOMMENDATIONS -

It has to be understood that a large portion of the vessel's hull structure could not be inspected due to vessel structure, interior tankage, piping, machinery and ballast. The vessel will need to be further inspected as materials and machinery are removed from the vessel during drydock/refit, allowing better access.

Any potential changes to the vessel's structure or machinery/systems must have their effect on the stability and weight of the vessel, as it relates to the vessel's current Certificate of Inspection & Stability Letter (issued by USCG) and current Load Line Certificate (issued by ABS) taken into consideration, as changes can prompt reinspection and or recertification. The results of reinspection and or recertification can change the way the vessel is permitted to operate.

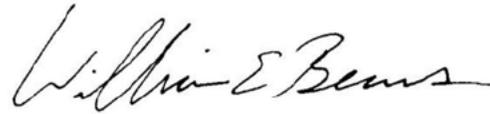
We recommend that Marine Safety Consultants continue to monitor vessel repairs/refit and develop and oversee implementation of a long-term maintenance plan. The maintenance plan would assure that the coordination of the shipwrights, owners and USCG regarding the specialized repairs and maintenance required to assure continued operation and preservation of an historically significant wooden vessel, such as USS Brig NIAGARA, are considered

This report is based on examination of the portion of the vessel designated in the **Scope of Repair** section at the beginning of the report and of those parts, spaces and equipment that could be sighted without removals or operation with the vessel afloat, in winter storage and hauled and blocked and is rendered without bias or prejudice. In accepting same, it is agreed that the extent of obligation of this surveyor, with respect thereto, is limited to furnishing a competent survey, and in the making of this report this surveyor is acting on behalf of the person or firm requesting same and no liability shall attach to this surveyor, for the accuracy, errors and/or omissions, therefore.

CASE: NIAGARA  
MSC File #: 24-0455

Naval architecture and marine engineering analysis as usually performed in the design stage of the vessel's construction were not part of this survey and typical subjects such as adequacy of stability and seakeeping were not within the scope of this survey.

Submitted without prejudice,  
MARINE SAFETY CONSULTANTS INC.



William E. Bennis  
Marine Surveyor  
NAMS-Global CMS #121-1129

Enclosures: 1. Photographs

\\msc.local\mscdata\company\2020 -2025 msc files\us brig niagara phase ii c& v 24-0455\reports\niagara condition survey 24-0455.docx

DRAFT

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 1**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Benns  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Port bow.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 2**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Benns  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Starboard bow.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 3**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Starboard aft quarter.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 4**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Benns  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Port aft quarter.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 5**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Benns  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Port side shear plank at frame 36.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 6**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Port side sheer plank at frame 47.

**PHOTO SHEET NO. 7**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Port side gun port at frame 59.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 8**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Port side planking at transom.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 9**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Benns  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Port side sheer planking at stem.

**PHOTO SHEET NO. 10**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Starboard planking at transom.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 11**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24

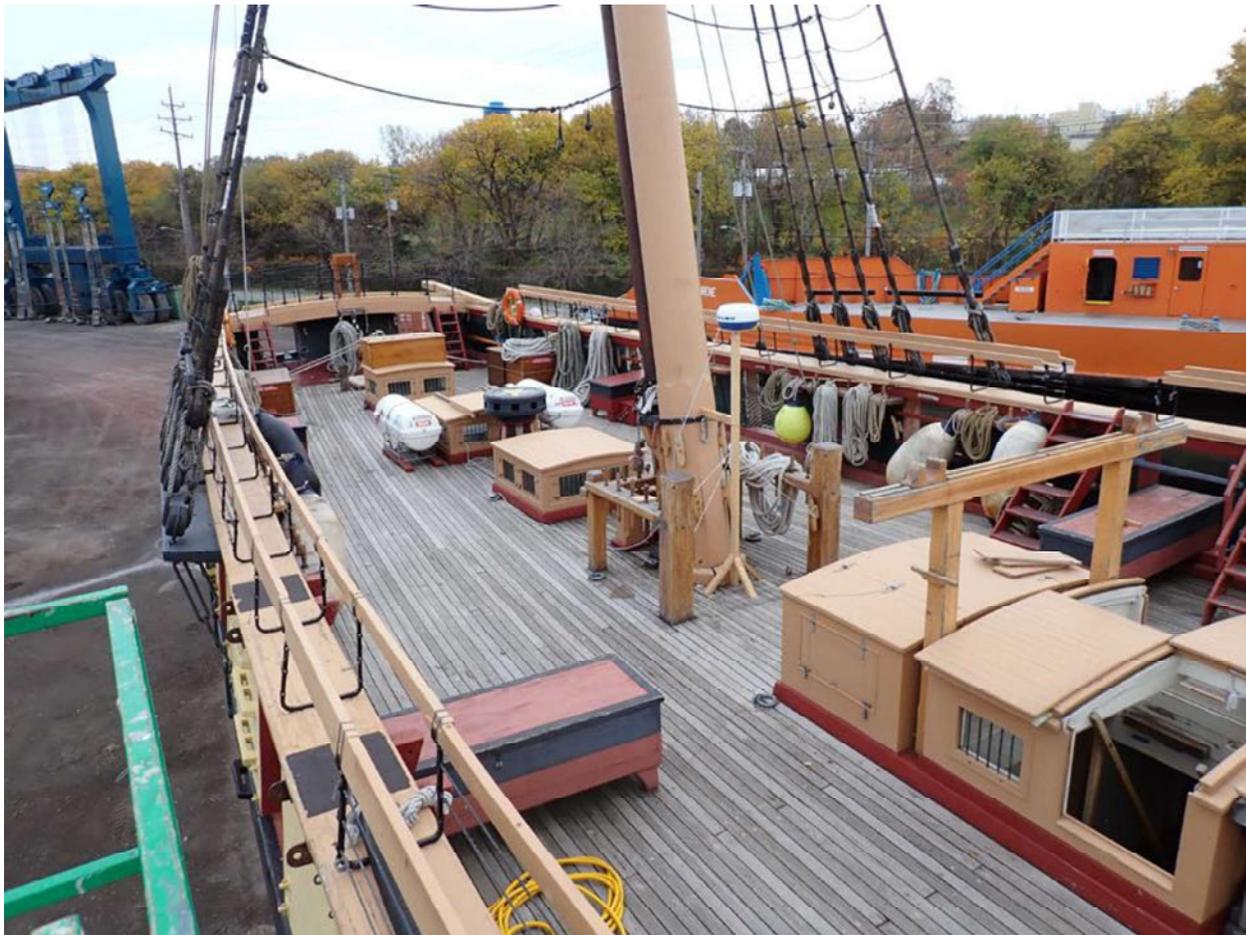


DESCRIPTION: Starboard planking at frame 35.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 12**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Benns  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Deck looking aft.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 13**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Benns  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Deck looking aft.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 14**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Compromised transom knee.

**PHOTO SHEET NO. 15**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Benns  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Port side gun port.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 16**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Deck at house margins.

**PHOTO SHEET NO. 17**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Benns  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Engine room electrical panel.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 18**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Cap rail.

**PHOTO SHEET NO. 19**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Compromised deck fuel fills.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 20**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Deck at fore mast.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 21**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Benns  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Port gun port.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 22**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Benns  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Deck deterioration.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 23**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24

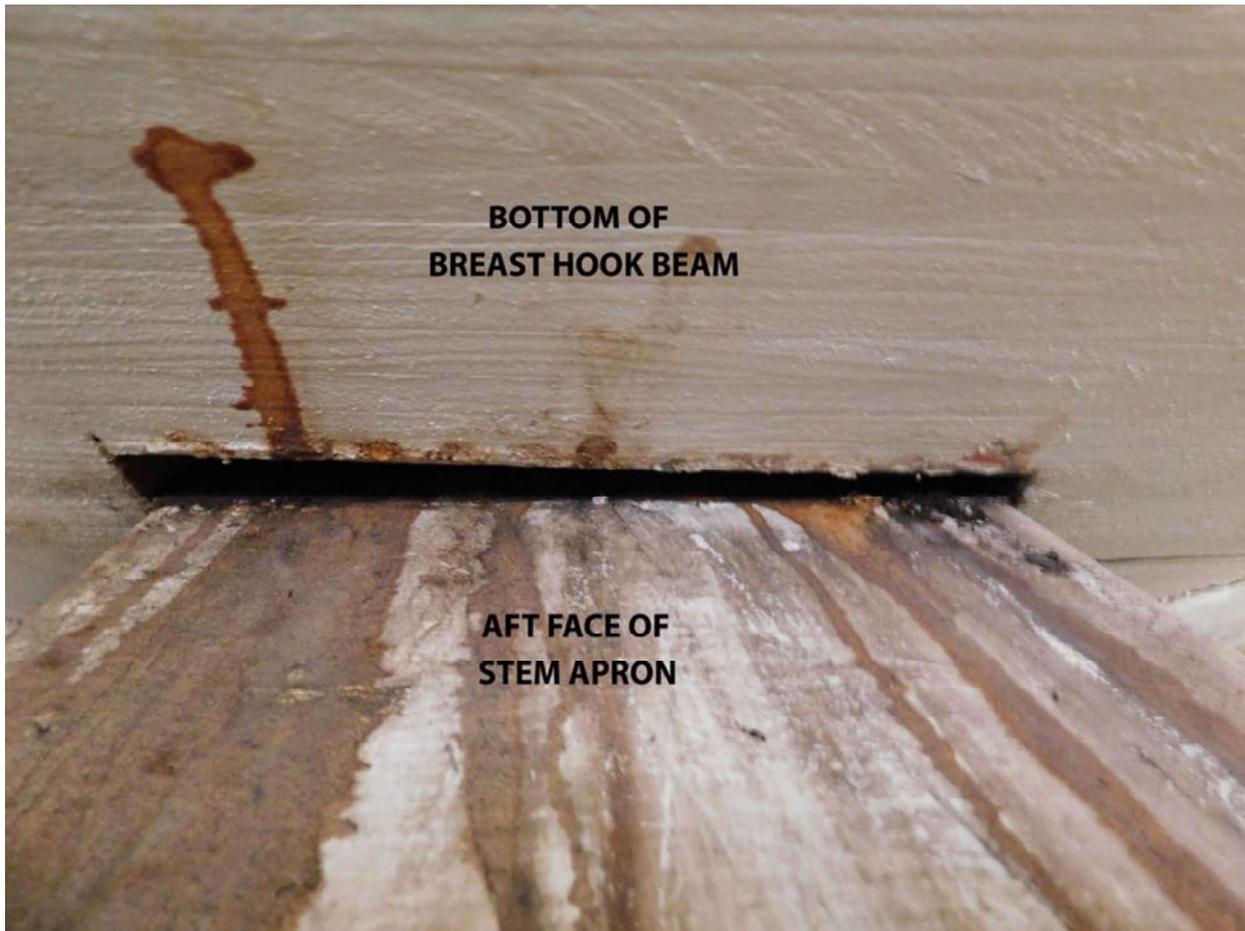


DESCRIPTION: Centerline forward decking.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 24**

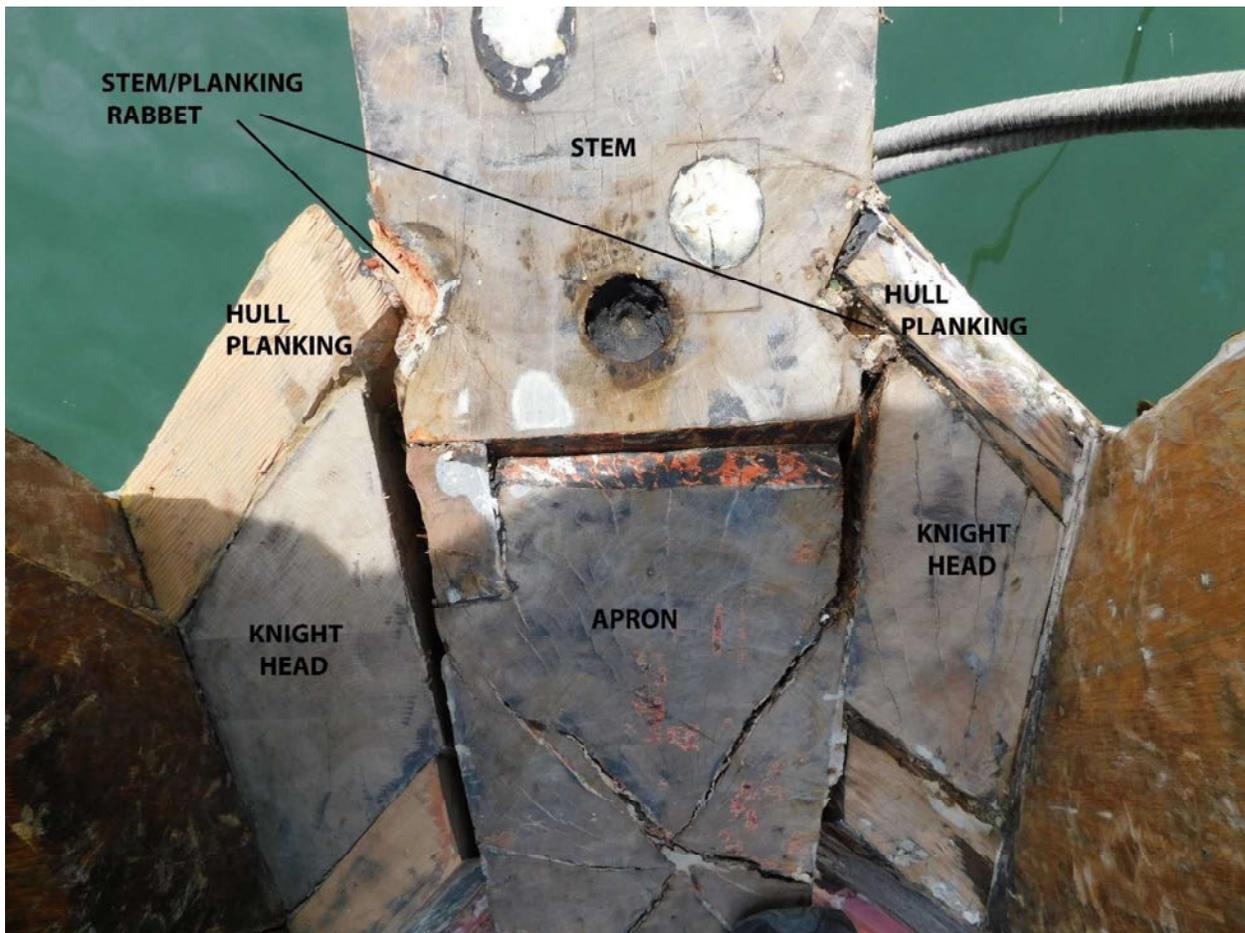
VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Benns  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Aft face of stem

**PHOTO SHEET NO. 25**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Stem from above.

**PHOTO SHEET NO. 26**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Port side stem, planking.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 27**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Benns  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Rot in waterways.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 28**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Benns  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Rotten bulwark planking starboard bow.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 29**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Benns  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Main engines.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 30**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Breast hook.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 31**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Fore mast step.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 32**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Benns  
DATE TAKEN : 1/8/24 and 10/28/24

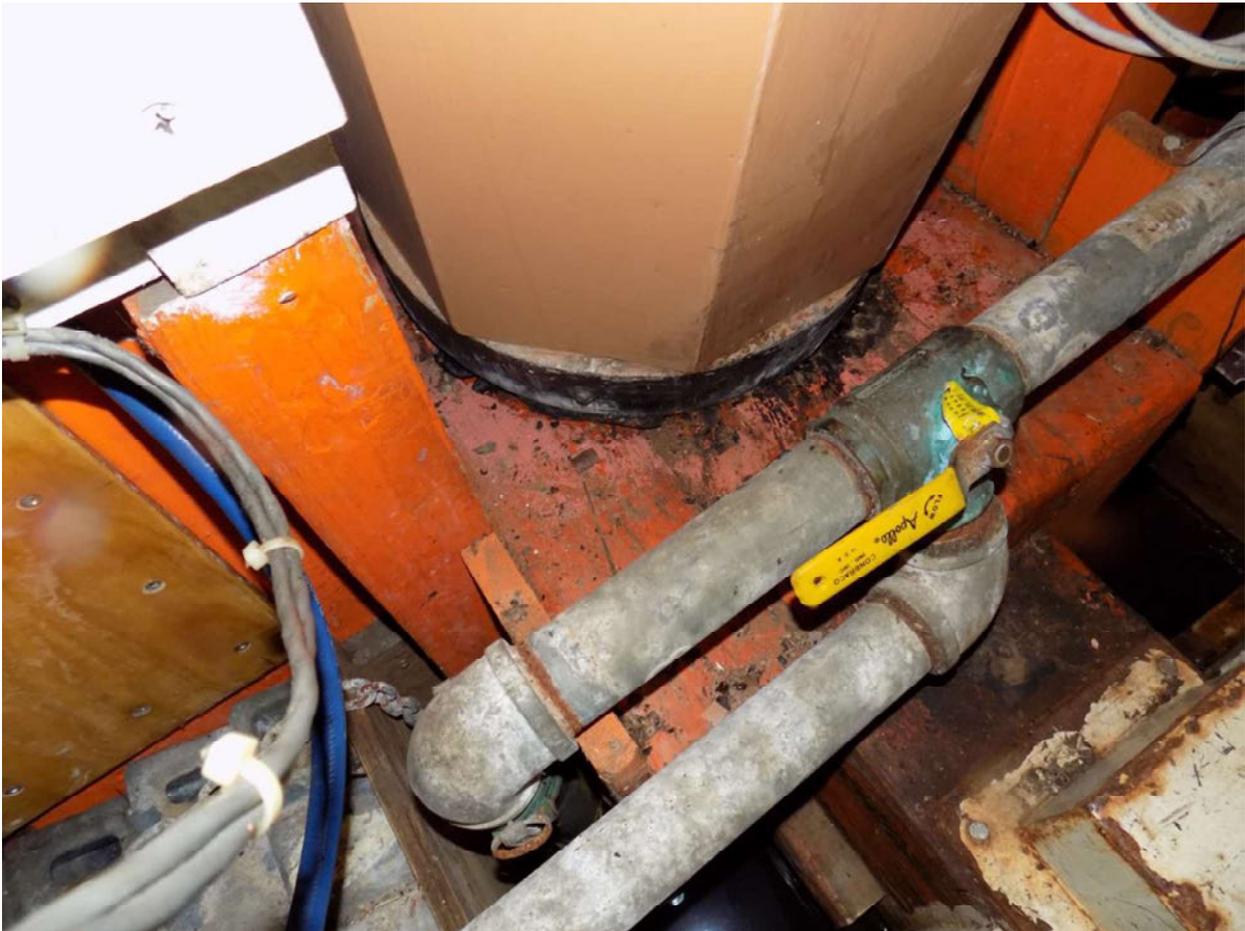


DESCRIPTION: Grey, black water plumbing.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 33**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Main mast step.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 34**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Prop shaft and vessel wiring.

MSC, Inc.  
File No.: 24-0455

**PHOTO SHEET NO. 35**

VESSEL : U.S. Brig NIAGARA  
CLIENT : Bureau of Historic Sites & Museums  
**Condition Report**  
TAKEN BY : William Bennis  
DATE TAKEN : 1/8/24 and 10/28/24



DESCRIPTION: Shaft log.

## **Attachment 04: Directions to the Erie Maritime Museum & U.S. Brig *Niagara***

### **From Pittsburgh, PA**

- Take I-579 N to I-279 N.
- Follow I-279 to I-79 N.
- Follow I-79 N to Bayfront Pkwy in Erie.
- Follow W Bayfront Prkwy to Holland St.
- Turn left on Holland Street and then left again onto E. Front Street.
- Destination will be on your right.

Arrive:

Erie Maritime Museum & U.S. Brig *Niagara*  
150 East Front Street, 150 East Front Street

### **From Philadelphia, PA**

- Take I-76 W to Harrisburg.
- From Harrisburg, take US 322 W.
- Get on I-80 W in Woodland via 970 N.
- Follow I-80 W and I-79 N to W Bayfront Prkwy in Erie.
- Follow W Bayfront Prkwy to Holland St.
- Turn left on Holland Street and then left again onto E. Front Street.
- Destination will be on your right.

Arrive:

Erie Maritime Museum & U.S. Brig *Niagara*  
150 East Front Street, 150 East Front Street

**Attachment 05: Required Cost Matrix**

**Separate Document under the Buyer Attachments section of RFO 6100062763**

- The attached required cost matrix has a unit dedicated to labor, materials, and equipment for each section of objectives. If costs associated with any part of addressing the objectives in each unit of the Cost Matrix is omitted, these costs are solely the responsibility of the shipyard.

**Flagship Niagara Capital Project  
Required Cost Matrix**

<b>Section #</b>	<b>Cost Descriptions</b>	<b>Computations</b>	<b>Subtotals</b>	<b>Estimated Costs</b>	<b>Grand Total</b>
NA	Administrative	# of People x # hours x \$ rate			
NA	Overhead and Profit				
NA	Contingency	20%			
<b>Detailed Costs</b>					
	<b>Section 1: Haul Out and Preparation</b>				
	<b>Haul Out and Block Ship at Facility</b>				
	Labor	# of People x # hours x \$ rate			
	Materials	Total Cost of All Necessary Materials			
	Equipment	Total Cost of All Necessary Equipment			
	<b>Construction of Temporary Housing Structure</b>				
	Labor	# of People x # hours x \$ rate			
	Materials	Total Cost of All Necessary Materials			
	Equipment	Total Cost of All Necessary Equipment			
	<b>Section 1a: Masts and Bowsprit</b>				
	Labor	# of People x # hours x \$ rate			
	Materials	Total Cost of All Necessary Materials			
	Equipment	Total Cost of All Necessary Equipment			
	<b>Section 2: Tankage &amp; Plumbing</b>				
	Labor	# of People x # hours x \$ rate			
	Materials	Total Cost of All Necessary Materials			
	Equipment	Total Cost of All Necessary Equipment			
	<b>Section 3: Engine &amp; Drivetrain, Peripheral Systems</b>				
	Labor	# of People x # hours x \$ rate			
	Materials	Total Cost of All Necessary Materials			
	Equipment	Total Cost of All Necessary Equipment			
	<b>Section 4: Carpentry / Shipwright Work</b>				
	Labor	# of People x # hours x \$ rate			
	Materials	Total Cost of All Necessary Materials			
	Equipment	Total Cost of All Necessary Equipment			
	<b>Section 5: Electrical System Upgrade</b>				
	Labor	# of People x # hours x \$ rate			
	Materials	Total Cost of All Necessary Materials			
	Equipment	Total Cost of All Necessary Equipment			

	Labor	# of People x # hours x \$ rate		
	Materials	Total Cost of All Necessary Materials		
	Equipment	Total Cost of All Necessary Equipment		
	<b>Section 6: Close Out</b>			
	Labor	# of People x # hours x \$ rate		
	Materials	Total Cost of All Necessary Materials		
	Equipment	Total Cost of All Necessary Equipment		
<b>Supplies / Materials, Beyond the Above Objective Sections</b>				
	Chains, Rings, Rope, Twine, Strapping, Cribbing, Blocking, Etc.	types & quantities x cost		
	Hardware	types & quantities x cost		
	Misc Material	types & quantities x cost		
	Other	types & quantities x cost		
<b>Equipment Rental, Beyond the Above Sections</b>				
	Carts, jacks, skates, dollies, etc.	types & quantities x cost		
	Box Trucks/Vans/Trailers/Hoists/Fork Lift, etc	Size, # of days x daily rate x # of trucks		
		<b>GRAND TOTAL(S)</b>		

**SOLICITATION ADDENDUM**

Date: **2/18/25**  
Subject: **PHMC Erie Maritime Museum U.S. Brig Niagara Improvements**  
Solicitation Number: **6100062763**  
Due Date/Time: **3/5/2025 @ 2:00pm**  
Addendum Number: **1**

---

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

*List any and all changes:*

Time of question submission deadline on 2/21/25 is extended from 2:00pm to 4:00pm.

Type of Solicitation: Electronic Bid (JAGGAER) - Review your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: Lisa Burchfield  
Title: Chief, Fiscal Office & Support Services  
Phone:   
Email: 

**SOLICITATION ADDENDUM**

Date: **3/7/25**  
Subject: **PHMC Erie Maritime Museum U.S. Brig Niagara Improvements**  
Solicitation Number: **6100062763**  
Due Date/Time: **3/14/2025 @ 2:00pm**  
Addendum Number: **2**

---

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

*List any and all changes:*

Terms and Conditions of the contract with the Commonwealth of Pennsylvania will require the awarded contractor to provide Performance and Payment Bonds to cover 100% of the project. The cost matrix has been revised to include a line for the estimated cost of the bonds.

Type of Solicitation: Electronic Bid (JAGGAER) - Review your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: Lisa Burchfield  
Title: Chief, Fiscal Office & Support Services  
Phone: [REDACTED]  
Email: [REDACTED]

**SOLICITATION ADDENDUM**

Date: **3/12/25**  
Subject: **PHMC Erie Maritime Museum U.S. Brig Niagara Improvements**  
Solicitation Number: **6100062763**  
Due Date/Time: **3/14/2025 @ 2:00pm**  
Addendum Number: **3**

---

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

*List any and all changes:*

A bid bond is not required for this RFQ.

Type of Solicitation: Electronic Bid (JAGGAER) - Review your solicitation response to ensure you have responded, as required, to any questions relevant to solicitation addenda issued subsequent to the initial advertisement of the solicitation opportunity.

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: Lisa Burchfield  
Title: Chief, Fiscal Office & Support Services  
Phone: [REDACTED]  
Email: [REDACTED]

## EXHIBIT D

# Bristol Marine at The Shipyard in Boothbay Harbor

*Marine Railway Services Since 1869*

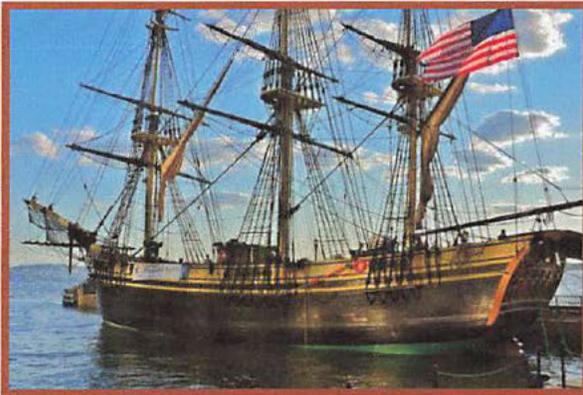
### Recent Government & Museum Contracts



*Ernestina-Morrissey* 1894 115 ft.  
State of Massachusetts



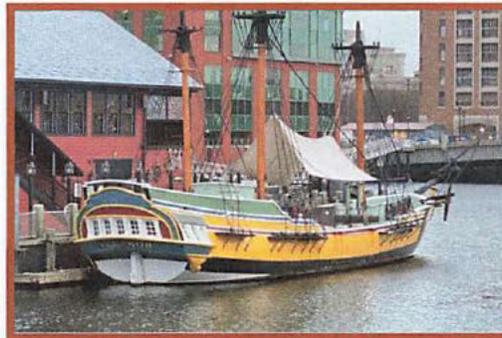
Schooner *Bowdoin* 1921 88 ft.  
State of Maine



*Friendship of Salem* 1998 116 ft.  
National Parks Service



*Katahdin* 1913 115 ft.  
Moosehead Marine Museum



*Eleanor* 1776 Replica 80 ft.  
Boston Tea Party Ship Museum

Bristol Marine at  
**The Shipyard in Boothbay Harbor**  
*Marine Railway Services Since 1869*

P.O. Box 462, Boothbay Harbor, Maine 04538

Phone: 207-319-2922

Email: [REDACTED]

**Erie Maritime Museum**  
**Restoration of the U.S. Brig *Niagara***



3/14/2025

Dear Lisa,

Thank you for the opportunity to introduce Bristol Marine at The Shipyard in Boothbay Harbor. Under the ownership of Andy Tyska and Bristol Marine, our facility, along with our team of project managers and shipwrights, is well-suited and highly experienced in the restoration of traditional wooden vessels.

All aspects of the proposed project align with our current workforce and capacity. With eighty-five employees across four New England waterfront facilities, Bristol Marine shipwrights and technicians provide services along the entire East Coast, from Maine to Jacksonville, Florida.

Bristol Marine was co-founded by Philadelphian H.F. (Gerry) Lenfest in 1998. With his support, and through the strategic acquisition of The Shipyard in Boothbay Harbor, we are deeply committed to following his vision of strengthening skills in wooden shipbuilding and preserving our nation's maritime history.

Our extensive experience and dedication to historical projects have helped us develop and maintain the qualifications necessary to complete specialized restorations, such as that of the U.S. Brig *Niagara*. We are committed to providing service that is both experienced and specifically focused on historic vessel construction and restoration. Our team consists of talented shipwrights, systems technicians, production managers, educators, naval architects, and engineers, all dedicated to finding solutions to the complex challenges inherent in restoring traditional vessels. We offer in-house computer-aided design and professional construction details necessary for the U.S. Coast Guard (USCG) approval process. Additionally, we maintain long-standing relationships with trusted partners, including Nathaniel Wilson Sailmakers and naval architect Matthew Smith, to provide supplementary technical expertise essential for this project. These capabilities ensure a cost-effective and professionally executed restoration, a level of service rarely found at modern shipyards.

Recent similar projects include:

- **The *Katahdin*** - Ongoing restoration project for Moosehead Marine Museum.
- **SSV *Ernestina Morrissey*** – A complete rebuild for the State of Massachusetts
- **S/V *Friendship of Salem*** – Hull and stem restoration for the National Park Service
- **Schooner S/V *Bowdoin*** – Frame & Planking repairs for Maine Maritime Academy
- ***Discovery*** – New vessel construction for the Jamestown-Yorktown Foundation
- ***Bluenose II*** – Cost consulting for a complete rebuild for the Government of Canada

Currently, we are nearing completion of the restoration of The *Eleanor* for the Boston Tea Party Ships & Museum. This project includes a major stem and bow section replacement, a new transom, and hull planking above the waterline. A team of 13 shipwrights has completed 7,000 hours of work in just over three months to meet a tight customer-imposed deadline.

For the restoration of the U.S. Brig *Niagara*, all repairs will adhere to USGC requirements and *The U.S. Secretary of the Interior's Standards for Historic Vessel Preservation Projects*. It is essential to have the necessary equipment, facility infrastructure, and an experienced management team with shipwrights in place to efficiently achieve these standards. Our 700-ton railway is specifically designed for the safe and secure drydocking of large wooden vessels. To process the substantial amounts of lumber required, we have a large indoor facility equipped with two 36" ship saws and other specialized woodworking equipment necessary for a project of this

scale. Additionally, our machine shop and metal fabrication shop are fully equipped for the manufacturing or repair of all metal components.

The selection of the highest quality materials is always a high priority. For the Ernestina-Morrissey rebuild and the planking of Schooner Bowdoin, we imported Royal Navy Oak from Denmark—an exclusive timber originally planted 200 years ago for naval ship construction. We also maintain high-quality sources for Northern White Oak from Ohio, 40-foot-long Douglas fir from Washington, and Live Oak from Southern Georgia. Our well-established network of material suppliers ensures a superior final product. We intend to leverage these trusted vendors to enhance the longevity of the U.S. Brig *Niagara*, ensuring that future generations can experience the remarkable history of this vessel.

### **QUALIFIED PERSONNEL AND EXPERIENCE:**

- 85 skilled employees across four locations in New England & Florida
- Shipwrights experienced in wooden construction from the 17th to 20th centuries
- Systems technicians specializing in diesel engines and electrical systems
- Painting and finishing technicians
- Complete metal fabrication and machine shop services
- Project management of large-scale construction and restoration efforts
- Experience with state and federal contract management
- Traditional vessel naval architecture expertise
- Computer-aided design, including hull modeling, systems, and rigging design

### **FACILITY AND EQUIPMENT:**

- Large outdoor wood storage lot
- Large indoor wood storage and processing facility
- Two railways: 700-ton and 150-ton capacity
- Large indoor humidity-controlled construction building
- 2 large ship saws, 2 24" planers, 3 table saws, 3 large jointers
- 2 forklifts, 1 skid steer, and 2 mobile cranes for large timber handling

Having worked on numerous traditional vessels over decades, we have established a strong working relationship with the United States Coast Guard inspection office in Portland, Maine.

They are highly familiar with wooden vessels, appreciate our expertise in wooden ship construction, and frequently consult with us for technical guidance.

Bristol Marine at The Shipyard in Boothbay Harbor is also eager to assist in organizing educational outreach and promotional programs to connect the restoration project with the Commonwealth of Pennsylvania. Enclosed, you will find information on the Maine Maritime Museum and the Boothbay Sea and Science Center. Both organizations run exceptional educational programs in our community and are eager to develop programming in support of this historic restoration. We actively participate in both organizations at a board level.

In collaboration with our staff and key partners, we will coordinate with the Erie Maritime Museum to interpret and provide programming around the restoration process. To ensure accessibility, we can integrate curriculum with hands-on activities for area schools and interested organizations. Our strategy of forming partnerships with historic preservation and educational institutions during the restoration of the U.S. Brig *Niagara* will help broaden the project's scope and address sustainability challenges. By engaging audiences nationally and internationally, the established media platforms of our partner organizations will amplify the vessel's story far beyond a local audience.

As the most well-equipped and experienced commercial shipyard specializing in traditional shipbuilding on the East Coast, we have delivered multiple high-quality contracted projects over the past 20 years. This track record has resulted in a highly trained team of shipwrights and management professionals who fully understand the complexities of large-scale traditional restorations. The *Niagara* is a treasured piece of American history, and we deeply respect the Erie Maritime Museum's commitment to ensuring the vessel's strong and vibrant future. It is in this spirit that we express our sincere desire to undertake this restoration with the thoughtfulness and care it rightly deserves.

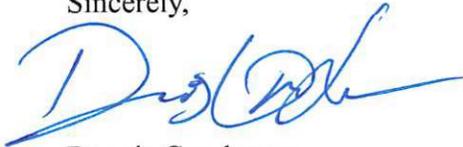
Projects of this scale require a flexible process that acknowledges unforeseen challenges. Given the nature of this vessel, much will be discovered once work begins. However, the current bid package does not allow sufficient flexibility for adapting to these discoveries, given its rigid and short timeline. The ultimate goal is for U.S. Brig *Niagara* to return to Lake Erie, where she can safely sail for many seasons with students and the public. As a USCG-certified vessel, she must meet rigorous standards. To ensure her long-term viability and the safety of future passengers, we urge the Erie Maritime Museum to consider how short-term decisions will impact U.S. Brig

*Niagara's* success in the years to come. We are not willing to compromise on quality to meet unrealistic deadlines when the vessel's long-term integrity is at stake.

The Shipyard is committed to transparency and accountability and is eager to collaborate with the Museum to achieve a successful outcome for this unique restoration effort. Quality workmanship and a steadfast commitment to safety are our top priorities, requiring ongoing collaboration to address inevitable challenges. A critical first step is developing a detailed work plan together, with clearly defined areas of responsibility. From there, we can establish a structured timeline with achievable milestones, ensuring that both The Shipyard and the Erie Maritime Museum have a shared understanding of the project's scope and schedule—elements that currently appear misaligned at the time of bidding. **We propose a timeline of 18 months to adequately complete this project. This timeline is detailed in our enclosed bid package.**

We hope to demonstrate our dedication to you and the residents of Pennsylvania. Together, we can make this historic project a success for all involved. Please find the following price summary, including the requested project phases and schedule, as well as a detailed scope of work. We have also attached a letter from Metayer Bonding Associates with preapproved bonding for projects up to \$15,000,000, and additional reference letters from past projects. We look forward to your response and hope for an opportunity to partner on this historic project.

Sincerely,



Dennis Gunderson  
General Manager  
Bristol Marine at The Shipyard in Boothbay Harbor

**Please review the following information:**

- References and reference letters.
- Sample invoicing and project spreadsheets.
- Photos of relevant work.

## REFERENCES

Reference name: Tea Party Ship Museum

Contact: Eric Abrew

Address: Boston, MA

Phone: [REDACTED]

E-mail: [REDACTED]

2025: Bow & Stem Restoration, Transom & Hull Restoration

Reference name: Maine Maritime Academy

Contact: Capt. William Mclean; Owners Rep.

Address: Castine, Maine 04420

Phone: [REDACTED]

2018 -2019: Bottom Plank & Frame Restoration 1921 88 ft. Schooner *Bowdoin*

Reference name: Moosehead Marine Museum

Contact: Liz McKeil

Address: 12 Lily Bay Rd., Greenville, ME

Phone: [REDACTED]

E-mail: [REDACTED]

2017 to 2024: 1913 Steamship *Katahdin* 103 ft. Deck Replacement, New Engine & Elect. System

Reference name: Commonwealth of Massachusetts

Contact: Harold Burnham; Owners Rep.

Address: 251 Causeway St., Boston, MA 02114

Phone: [REDACTED]

E-mail: [REDACTED]

2009 and 2015-2019: Hull & Deck Rebuild 1894 115 ft. Schooner *Ernestina-Morrissey*

Reference name: Salem Maritime National Historic Site

Contact: Captain Jeremy Bumagin

Address: 160 Derby Street, Salem, MA 01970

Phone: [REDACTED]

Fall 2009 & 2017 to 2019: 170' replica tall ship; stem and hull planking replacement.

Reference name: Jamestown-Yorktown Foundation

Contact: Captain Eric A. Speth

Address: P.O. Box 1607, Williamsburg, VA 23187-1607

Phone: [REDACTED]

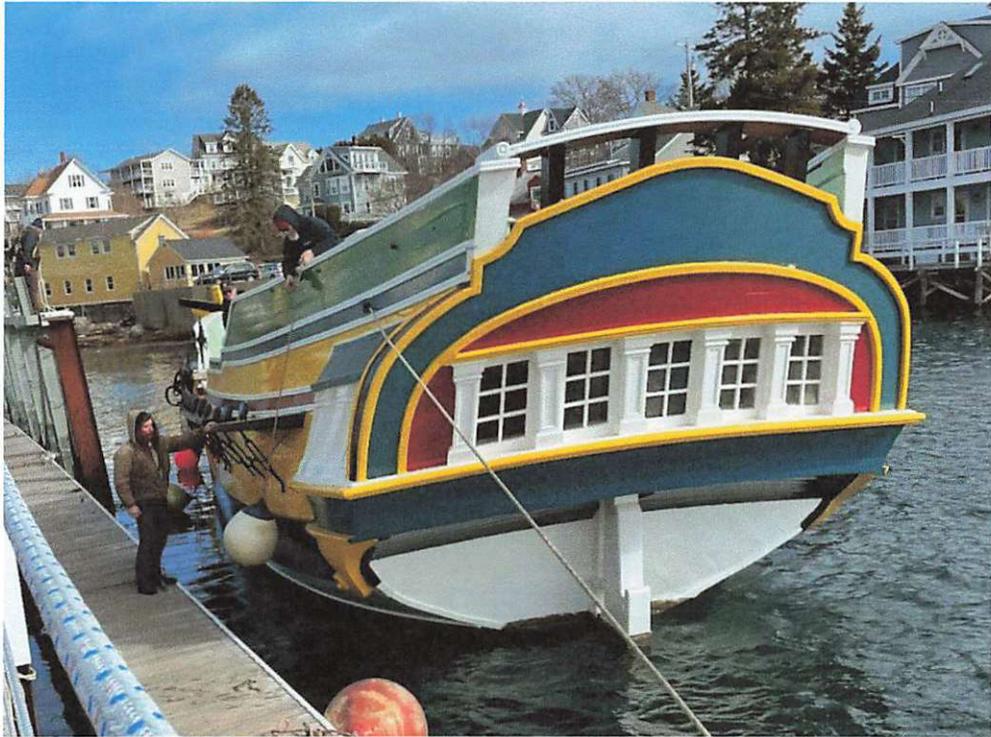
2007: New construction of 50-ton replica vessel, traditional construction.



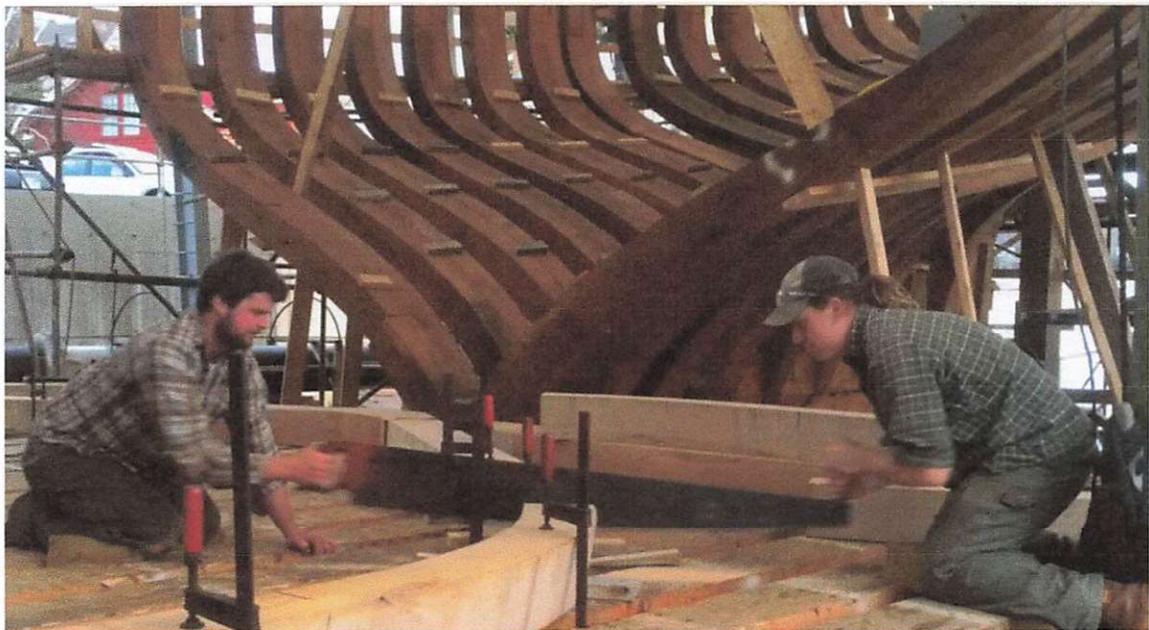
Boston Tea Party Ship *Eleanor* New Bow & Stem Construction



Boston Tea Party Ship *Eleanor*



Boston Tea Party Ship *Eleanor* New Transom Construction

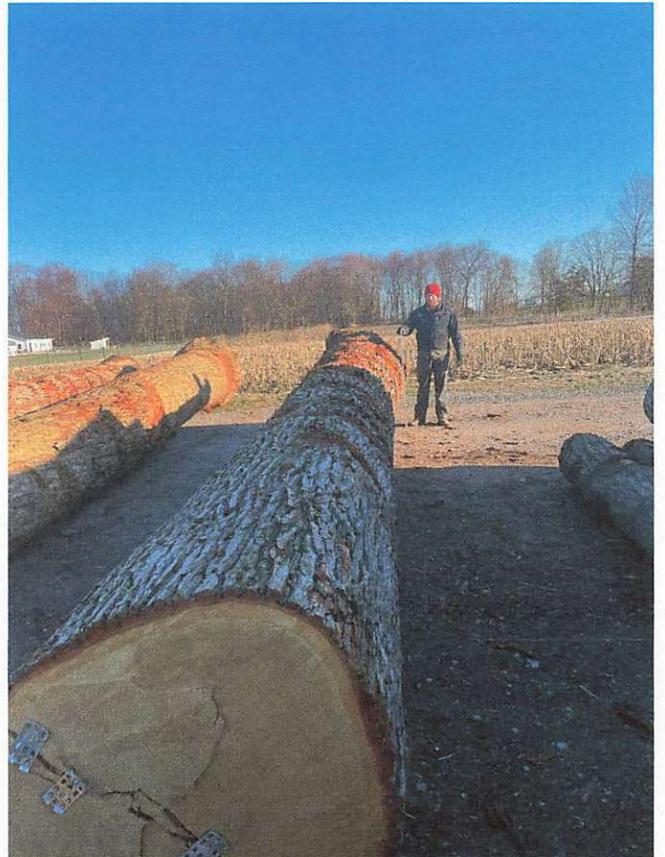


*Ernestina- Morrissey* Lofting & Sawing Frames

Currently Secured for *Niagara*



Ohio White Oak Amish Wood

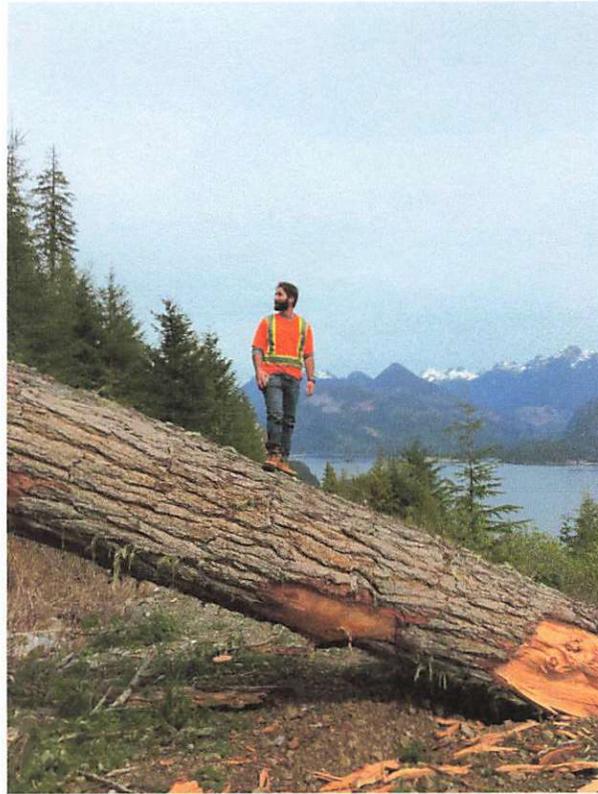


Ohio White Oak Amish Wood

Currently Secured for *Niagara*



Douglas Fir, Washington State



Douglas Fir, British Columbia, Canada



Royal Naval Oak, Denmark



Eye and Ear Protection



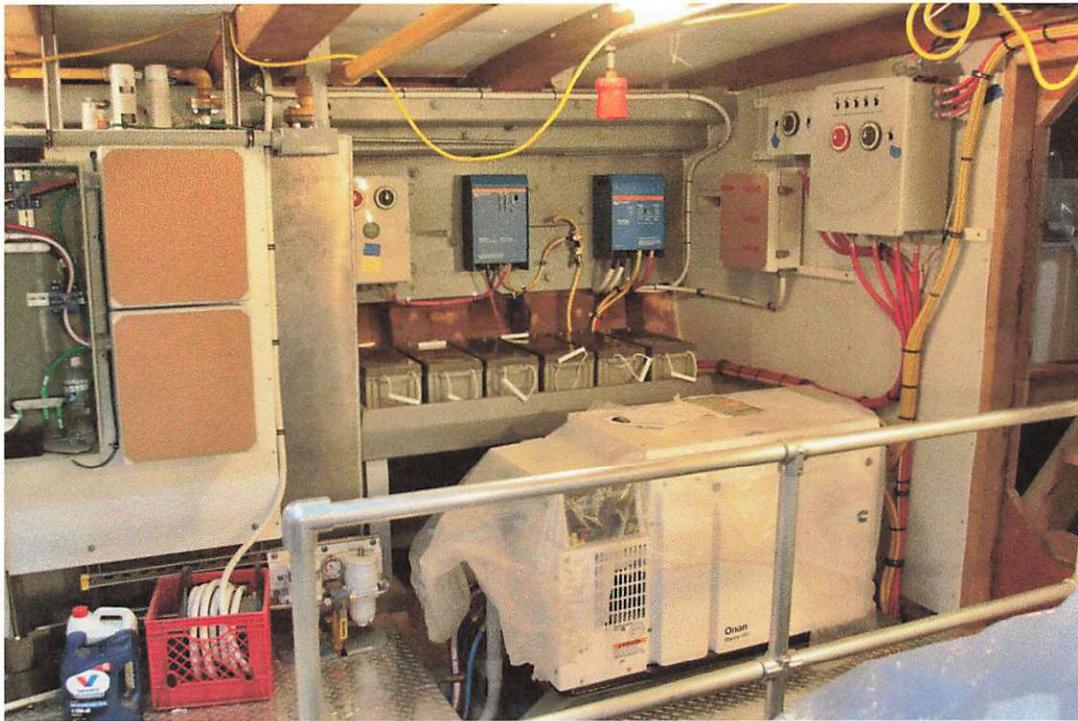
Boothbay Sea & Science Center



*Ernestina-Morrissey* New Hull & Deck Construction  
& Large Railway Boat Shed/Housing Structure



*Katahdin* Aft Deck Remote Construction & Completed Project



*Ernestina-Morrissey New Engine Room*

The Shipyard in Boothbay Harbor



2025 Rates

<b>LABOR</b>	Service - General & Brush Painting	\$95/hr
	Service - Carpentry, Systems, Mechanical	\$105/hr
	Travel Project Rate	\$120/hr
	Travel Time	\$60/hr
	Haul/Launch - Railway	\$95/hr + Rail Charge
	Haul/Launch - Travel Lift	\$14/ft
	Travel Lift - Storage Customers	\$12/ft
	Design and Engineering	\$150/hr
	Powerwash	\$10/ft

<b>RAIL CHARGES</b>	150T	Haul/Launch	\$13/ft
		Static	\$250/day
	700T	Haul/Launch	Quoted
		Static	\$500/day

<b>EQUIPMENT</b>	Crane	\$175/hr
	Forklift	\$95/hr
	Hydraulic Trailer	\$150/hr

<b>STORAGE</b>	Winter		
		Heated	\$17/sqft
		Unheated	\$13/sqft
		Outside*	\$8/sqft
	*Sailboat masts must be removed for winter storage.		
	Summer		
		Inside	\$7/sqft
	Outside	\$5/sqft	

<b>MOORINGS</b>	Seasonal Mooring		
		up to 30'	\$1,400.00
		over 30'	\$1,730.00
	Transient Mooring		
		up to 50'	\$45/night
		over 50'	\$90/night

<b>DOCKAGE</b>	Transient Dockage		
		up to 50'	\$3.50/ft per night
		over 50'	Quoted
	Shore Power (30a, 50a)		\$20/night
	Dinghy (Seasonal)		
		up to 10'	125
		10' - 14'	275

<b>CHARGES</b>	Environmental Surcharge	2%
	Administrative Fee	3.5%
	Parts and Materials Markup	30%
	Subcontractor Markup	30%
	Large Project Management Fee	10%
	Storage and Disposal	\$6/sqft Annually

\*\*Rates Effective 1/1/2025 and subject to change without notice.

# **Niagara Work Statement**

## Introduction

The restoration of a project of this magnitude requires extensive planning to thoroughly assess structural deficiencies and prepare for anticipated challenges. We have recently completed a similar restoration on a smaller vessel, which provides valuable insights into the repairs and processes required for the Niagara. (Please refer to the attached photos of the Eleanor from the Boston Tea Party Ships Museum.)

With over 20 years of experience in historic ship restorations, we recognize the complexities involved with such an undertaking, including material procurement, engineering and design, U.S. Coast Guard (USCG) inspections and approvals, and owner approvals. All of the concerns mentioned will have dramatic impacts on the critical path of work and overall timeline. In order to achieve a high quality of work, time must be taken to properly prepare for interruptions so that work can continue in a meaningful way. Our team is well trained in this dynamic work environment, and we have a track record that proves we can be successful in the face of obstacles and challenging circumstances.

We have already dedicated three months to sourcing lumber for Brig *Niagara*. The availability of old-growth Douglas fir has declined rapidly, but we have secured several second-growth logs from the western U.S., yielding multiple truckloads of planking stock. Additionally, we have sourced two truckloads of Sapele and Sipo as viable alternatives for planking. These three species will provide planking stock ranging from 24 to 38 feet in length. For framing, we have secured a truckload of large White Oak logs from Ohio. Given the lengthy procurement process for high-quality timber, it is critical to act swiftly when such opportunities arise. We have active relationships with sources for the highest quality timber in the world for marine use.

Ensuring the safety of our team and project representatives is paramount. The size and placement of new components will be carefully managed, and we will utilize two forklifts, two portable cranes, portable I-beams, and chain falls to maintain a safe and efficient work environment. Additionally, the presence of chemically treated timber in the vessel necessitates strict precautions throughout the project. A condensed version of our safety manual is attached for reference and we have regular safety meetings twice a month.

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## Phase 1: Haul Out and Preparation

- Niagara will be hauled out using our 700-ton capacity marine railway.
- A galvanized steel-framed, canvas-covered shed will be assembled over the vessel following the removal of spars and heavy equipment.

- The shed will span 40 feet in width and be attached to the elevated catwalks (see attached pictures).
  - Once securely positioned, the vessel will undergo immediate pressure washing.
- 

### Phase 1a: Masts & Bowsprit

- Work with professional rigging team and large crane service to remove the bowsprit and lower masts
- Store masts for inspection and servicing.
- USCG inspection of spars, rigging, mast partners, and mast steps.

Submit detailed repair plan for final approval from the USCG and all relevant parties

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### Phase 2: Tankage & Plumbing

- All tanks will be removed for inspection and to facilitate bilge access for structural evaluation.
- Grey water tanks will be measured and redrawn for reconstruction in stainless steel.
- Black, grey, and potable water systems will be inspected and repaired or replaced as needed.
- Fire and bilge piping will be inspected for necessary repairs or replacements.
- Two heads will be replaced as needed.

All repair plans will be submitted for USCG and stakeholder approval.

---

### Phase 3: Engine & Drivetrain

- Engines, Aquadrive systems, and shafts will be removed, with shafts sent out for inspection and necessary repairs.
- The bottom structure will be steam cleaned and inspected for required repairs.
- The engine room will be cleaned, prepped, and painted after system removal.
- Upon receiving updated engine foundation drawings, engine beds will be constructed and installed.
- Owner-supplied engine, transmission, controls, and drivelines will be installed.

- Main engine exhaust systems will be assessed and engineered to comply with Caterpillar warranty requirements and USCG specifications.
- The air compressor and lines will be repaired to eliminate leaks.
- A new fixed fire suppression system will be engineered and installed.
- Sea trials will be conducted with Shipyard personnel and a Caterpillar representative to verify performance and warranties following completion of work.

All work will be submitted for USCG and stakeholder approval before execution.

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#### Phase 4: Carpentry / Shipwright Work

- The separated stem section above the waterline will be repaired without exposing the entire length to the keel.
- White Oak will be used to replace cant frames and knightheads.
- 3,000 linear feet of hull planking seams will be reefed and caulked.
- 86 planks will be replaced across the hull, with structural repairs completed as needed.
- Waterway timbers will be replaced along with gun port repairs and spirketting plank installation.
- 1,500 linear feet of bulwark planking will be replaced.
- 100 linear feet of cap rail will be replaced as needed.
- 35 tons of internal lead ballast will be removed, cleaned, and reinstalled after bilge repainting.
- Below-deck compartments will be painted according to owner specifications.
- Two keel bolts in the wardroom will be replaced.
- The bridge deck, toe rail, and deck planking will be repaired as necessary.
- 50 linear feet of pin rail will be replaced.
- The capstan will be removed, inspected, and repaired as needed.
- 1,100 feet of deck seams will be reefed, caulked, and sealed with Jefferies Marine Glue.

All repair plans will be submitted for USCG and stakeholder approval.

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#### Phase 5: Electrical System Upgrade

- All work will be conducted to meet ABYC Standards.
- Loose wiring will be inspected and consolidated into neat wire runs.
- New electrical distribution panels will be installed, with selective AC/DC wiring replacements near panels.
- Batteries will be relocated one compartment aft.
- (2) Owner-supplied generators will be installed, requiring additional exhaust system design and approvals.
- All interior lighting will be upgraded to LED.

- Navigation electronics will be replaced per owner specifications.

All electrical system upgrades will require USCG and stakeholder approval.

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## Phase 6: Close-Out

- All exterior antifouling coatings, topside paint, and deck structures will be prepped, primed, and painted.
- A professional rigging team and crane will reinstall the bowsprit and lower masts.
- USCG inspectors will be provided time and access to perform final reviews.
- The vessel will be launched, commissioned, and subjected to a final punch list review.
- Dock space will be secured for preparation before return passage and sea trials.

# BOSTON TEA PARTY SHIPS & MUSEUM



BOSTON MASSACHUSETTS



DECEMBER 16, 1773

Part of Historic Tours of America<sup>®</sup>

Thursday February 27, 2025

Erie Maritime Museum

150 E. Front Street

Erie, PA 16507

RE: Bristol Marine Recommendation

Greetings Erie Maritime Museum,

I am Shawn P. Ford the Executive Director of the Boston Tea Party Ships & Museum. I wish to give my highest recommendation for your consideration to work with Bristol Marine for your project. Currently, Bristol Marine is nearing the completion of a major restoration of one of our ships "Eleanore".

The Eleanore is part of the Boston Tea Party Ships & Museum, a fully immersive experience. The experience told through live first-person actors, costumes, historical artifacts, hands on exhibits, mini reenactments and of course, two colonial wooden tall ships that are the center pieces of the Boston Tea Party Ships & Museum.

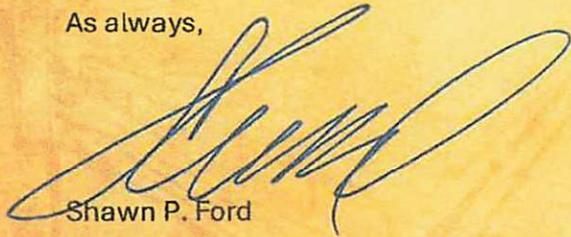
We chose Bristol Marine for our project for several reasons. Our timeline was VERY tight, and the project was comprehensive. We had to have the Eleanore back in March for the beginning of our busy season, without any delays or exceptions. They have met that mark. Before we entered into any kind of an agreement. Bristol Marine visited the Boston Tea Party Ships & Museum several times with many of their contraction team, to evaluate what

need to be done long before the Eleanore left Griffins Wharf. We had a full budget, a complete full scope of work and services that we both agreed on. My experience with Bristol was spectacular! Bristol Marine has been 100% fully transparent, direct regarding communications and weekly progress report and budget management.

The Bristol Marine team understood the complexities and urgency of our project, without any compromise regarding the quality of work and finished project. Because of this, we are in conversations about building the third Boston Tea Party ship "The Beaver".

I look forward to continuing to a great relationship with Bristol Marine for many years to come. Thank you for your consideration to work with Bristol Marine.

As always,

A handwritten signature in blue ink, appearing to read "Shawn P. Ford", written over a faint background image of a ship's hull.

Shawn P. Ford

Vice President/Executive Director

# *Moosehead Marine Museum*

## *Board Members*

John Morrell, President  
Kay Johnson, Vice President  
Jennifer Goodrich, Treasurer  
Maynard Russell

Thomas Perry  
John Watt  
Sally Farrand

Robert Frederick  
William Fletcher  
J. Rogers Woolston

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January 16, 2025

To Whom It May Concern:

I am writing to recommend the Shipyard at Boothbay Harbor (Bristol Marine). We have been working with the shipyard since 2017 on a long-term project to restore the Steamboat Katahdin, a 1914 wooden ship that carries passengers each summer for cruises on Moosehead Lake.

We are pleased with the work the shipyard has done so far, restoring the upper deck of the "Kate." As you know, with any vessel of historic importance, adherence to certain guidelines is critical, including the use of materials that are as close as possible to those used in the original construction. Boothbay Harbor Shipyard has gone to great lengths to assure that materials are consistent with these guidelines. Work has proceeded as planned and the crew has communicated any variations in a timely and professional manner. Invoicing has been clear and consistent with quoted rates. The quality of the work is exceptional.

We have appreciated having the BHS crew working on the boat. They are clearly committed to the work and show great respect for the vessel. Crew member Ross routinely fields inquiries from curious members of the public with patience and graciousness.

Please feel free to contact me with any questions.

Sincerely,

Liz McKeil, Executive Director

# MAINE MARITIME ACADEMY

A College of Engineering, Management, Science, and Transportation

October 2, 2019

To Whom it may Concern:

Bristol Marine at Boothbay Harbor recently completed a major hull and framing project for Maine Maritime Academy on the Schooner Bowdoin. The initial phase of the project was opened as planking removal was needed to identify the scope of repairs. As the repair list was being put together, Bristol Marine pro-actively suggested we order some planking material to accommodate the known plank replacement schedule. Planning and communication for a large project are extremely important, and the yard did a good job of keeping us informed.

Other strengths of the yard were in materials procurement, and the craftsmanship of the shipwrights and staff. In particular, the Danish oak used as planking material was of superior quality, and the logistics involved to acquire it were complex, but handled professionally by Eric Graves. Ross and the crew were conscientious and skilled in their assessments and repairs to Bowdoin, while being open to ideas and trying to accommodate our budget. They also put in some overtime in order to meet our sailing schedule for the 2019 season.

I would recommend Bristol Marine at Boothbay Harbor for both large and small wooden boat repairs. They have the facility and staff to professionally complete these types of projects.



Capt. Dana Willis

Marine Operations Manager

Maine Maritime Academy

---

Castine, Maine 04420

[mainemaritime.edu](http://mainemaritime.edu)

October 10, 2013

Boothbay Harbor Shipyard  
120 Commercial Street, PO Box 462  
Boothbay Harbor, Maine, USA  
04538

To whom it may concern,

**Re: COST CONSULTANCY – BLUENOSE II RESTORATION**

**REFERENCE LETTER**

Boothbay Harbor Shipyard (BBH) was engaged by MHPM Project Managers Inc from 2010 to 2013 in a consultancy role for a timber schooner project. The scope of the project included the complete replacement of an existing 43m timber grand banks schooner fully compliant with Canadian Flag requirements and classified by ABS of Americas. Acting in the role of cost consultant for the project management team BBH inially provided a shadow cost estimate for use by the team in understanding the actual cost of construction. This information was provided in a clear and simple format where all involved were able to understand and grasp the content. The information was used in negotiations for a final construction contract.

Throughout three years of construction BBH reviewed submitted change order requests and provided great assistance in the successful closure of the financial requests submitted. Timber ship construction is a small industry with limited participation, therefore finding a business with cost knowledge was critical to project success. We were fortunate to secure BBH as part of the project team, as their placement in the industry was instrumental in providing a complete team to the owner group. We would not hesitate to recommend them in a similar role.

Any questions related to the content of this letter should be directed to Craig Chisholm at [craig.chisholm@mhpm.com](mailto:craig.chisholm@mhpm.com) or via phone at 902-468-9663x257.

Yours truly,



Craig Chisholm, PMP

Senior Project Manager | Atlantic

088238-0063(1)



## ***Department of Waterfront Activities***

**UNITED STATES MERCHANT MARINE ACADEMY  
YOCUM SAILING CENTER \* KINGS POINT, NY \* 11024-1699  
516-773-5396 \* 516-773-5344 Fax \* sailing@usmma.edu**

24 May 2012

Mr. Todd Kosakowski  
Boothbay Harbor Shipyard  
120 Commercial  
Street Boothbay Harbor, ME 04538

Mr. Kosakowski,

It is a pleasure to recommend Boothbay Harbor Shipyard and your work specifically. The work completed on the T/V Liberator (ex USN YP679) during the period of December 2010-June 2011 was completed within budget and without disruption to our training schedule. While meeting those two points could be considered full success in a government contracting scenario, it is the craftsmanship and service that was above and beyond that made the project stand out as exemplary. The removal of the stem, construction of the new laminated stem, installation, replanking, and improvements to the construction to prevent further problems was completed not just as work- but by a crew that was proud of their craftsmanship and quality through every step of the contract. We have completed eleven months of service on the vessel since the completion of the repair without any issue. I would be happy to recommend Boothbay Harbor Shipyard to any other customer.

Regards,

CDR Chris Gasiorek, USMS  
Sailing Master / Director of Waterfront Activities



# United States Department of the Interior



NATIONAL PARK SERVICE  
Salem Maritime and Saugus Ironworks  
National Historic Sites  
160 Derby Street  
Salem, Massachusetts 01970

IN REPLY REFER TO:

May 31, 2012

Boothbay Harbor Shipyard  
120 Commercial Street, PO Box 462  
Boothbay Harbor, Maine 04538

To Whom It May Concern:

Boothbay Harbor Shipyard performed work under contract with the National Park Service from June 2009 to November 2009. The work performed was on the replica sailing vessel *Friendship of Salem*, and included hauling and launching the vessel on a marine railway, cleaning and inspecting the vessel's hull, preparing and painting the vessel's topsides and bulwarks, repairing fiberglass cracks near the keel and garboard planking, adding and replacing zinc anodes, installing navigational electronics, and fitting the vessel with new anchor and rode. Additionally, the shipyard performed extensive repairs to and replacement of deteriorated portions of the vessels hull including planking, framing, stem, billet-head, rigging terminations in the bow, waterway, and bollards. *Friendship of Salem* is 172 feet length overall, 110 feet length on deck, 32 foot beam, weighs 340 tons, and is built using cold-molded construction of 3 or more laminated layers of fir with all below the waterline areas covered in 3/8 inch of fiberglass.

The work performed by Boothbay Harbor Shipyard was delivered on time and in accordance with the initial contract and subsequent modifications. The staff employed by the shipyard was consistently professional and able to follow the requirements of working under a government contract. Through the duration of this contract we were continually impressed with Boothbay Harbor Shipyard's commitment to quality work and their ability to communicate and plan effectively around the ever-changing details of schedule, weather and work-flow. I would not hesitate to procure their services again in the future.

Please feel free to contact Jeremy Bumagin, Chief of the Marine Division and Captain of the *Friendship* at: 978-740-1694 or by email at [jeremy\\_bumagin@nps.gov](mailto:jeremy_bumagin@nps.gov) should you need any further information.

Sincerely,

Michael Quijano-West  
Superintendent



*Bonding Solutions for Contractors*

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Toll Free: 800-811-5557 ■ Tel: 860-676-9402 ■ Fax: 860-677-9464 ■ [www.mbasurety.com](http://www.mbasurety.com)

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September 9, 2019

To Whom It May Concern:

RE: The Shipyard in Boothbay Harbor, LLC  
120 Commercial Street, Boothbay Harbor, ME 04538

The Shipyard in Boothbay Harbor, LLC is a highly regarded and valued client of Metayer Bonding Associates and Hudson Insurance Company, an A.M. Best Rated "A" Insurance Company with a U.S. Treasury Listing of \$44,149,000.00.

We have been able to establish a bond program with contract prices of \$15,000,000 per single project. Accordingly, we anticipate no difficulty in providing customary performance and payment bonds should they be required.

Naturally, we would expect that the execution of any bonds would be subject to our normal underwriting review at the time bonds are requested, favorable final contract review, and confirmation of acceptable project financing.

Please feel free to contact me should you need further assurances at 860-676-9402.

Best regards,

A handwritten signature in black ink, appearing to read "M. Metayer", with a stylized flourish at the end.

Michael F. Metayer  
President & CEO

### **The Shipyard in Boothbay Harbor Lead Team Members**

<b>Name</b>	<b>Position</b>
Dennis Gunderson	General Manager
Eric Graves	Project Manager
Ross Branch	Shipwright Foreman
David Thorpe	Lead Shipwright
Mike Schuster	Facilities & Operations Manager
Samuel Perkins	Shipwright
Jon Brassard	Shipwright/Finisher
Thomas Gerhardt	Shipwright
Michael Beauregard	Shipwright
Rick Prose	Shipwright
Chaz Guthrie	Mechanical Foreman
Brendan Browne	Marine Electrician

---

# Dennis Gunderson

## General Manager

Bristol Marine at The Shipyard in Boothbay Harbor  
120 Commercial Street  
Boothbay Harbor, ME 04538  
[REDACTED]

## SKILLS

More than 15 years of experience in the Marine Industry with a focus on Management and Historic Restorations.

## EXPERIENCE

### **Bristol Marine, Boothbay Harbor, ME - General Manager**

July 2020 - PRESENT

- Oversaw the completed restoration of Ernestina Morrissey, an 1894 Grand Banks Schooner now operated by MA Maritime Academy.
- Continuing to grow a facility focused on large scale refit and restoration work, specifically for wooden vessels.

### **Lyman Morse, Thomaston, ME - Service Yard Manager**

September 2017 - July 2020

- Managed service facility with 27 employees and 120 vessels ranging from 20 - 120' in length.

### **Stars & Stripes Campaign, Holland, MI - Project Manager**

November 2018 - June 2019

- Lead the construction of a 72' foiling racing yacht for the America's Cup in Auckland, NZ.

### **Ragnar Racing LLC., Newport, RI - Fleet Captain**

June 2015 - September 2017

- Fleet Captain and Program Manager for a private fleet of high-end yachts with activity across Europe and Americas.

### **S/Y Marilee - Captain**

June 2012 - June 2015

- Assisted in the complete restoration of 1926 Herreshoff Racing Yacht Marilee at French & Webb in Belfast, ME.
- Managed multiple years of a racing focused campaign totaling more than 35 events over three years.

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## EDUCATION

**Franklin & Marshall College, Lancaster, PA** - *BA Government*

September 2005 - May 2009

## AWARDS

Restoration of the Year 2014 - *Marilee*

# Eric J. Graves

741 Cross Point Road, Edgecomb, ME 04556 – [REDACTED]

## PROFESSIONAL EXPERIENCE

### **2018 - Present: The Shipyard in Boothbay Harbor, LLC.** Boothbay Harbor, Maine

Manager under recent new ownership of Bristol Marine - Business Management, Government & Private Contracting, Project Management, Budgets, Estimating, Purchasing, Consulting, Subcontractor management, Customer Relations and Sales. Grant writing, OSHA 10-Hour Safety training and written programs.

### **2005 - 2017: Boothbay Harbor Shipyard, LLC.** Boothbay Harbor, Maine

2012-2017 President; 2006-2011 Project Manager; 2005-2006 Systems Engineer Subcontractor

- 2012 Federal MARAD Grant large railway rebuild project. Multiple dock and pier restoration projects.
- 2007 New Wood Replica Construction for The Jamestown-Yorktown Foundation.
- 2008 Major Refit for the Private Classic Yacht *Belle Aventure*.
- 2009 & 2019 Major Repairs on *The Friendship of Salem* for The National Parks Service.
- 2011 Major Repairs on *Liberator* for Kings Point US Merchant Marine Academy.
- 2012 Financial Consulting on *Bluenose II* for the country of Canada.
- 2014-2022 Restoration of the *Ernestina-Morrissey* for The State of Massachusetts.
- 2015-2017 Refit and repairs of two Navy Tugboats for the Portsmouth Naval Shipyard.
- 2018 Below waterline restoration of the Schooner *Bowdoin* for the Maine Maritime Academy.
- 2017-2023 Fore & aft deck restoration, repower and new electrical systems on the 1914 BIW built *Katahdin*.
- 2022 MTI Grant for Composite Construction program of the Southport 30 powerboat.

### **2012 - Present: Boothbay Sea and Science Center** Boothbay Harbor, Maine

Co-founder and Vice President of a 501 c 3 Non Profit, Youth Education Organization. Ocean science, sailing and small boat handling to build teamwork, self confidence and independence.

### **2012 - 2016: Northeast Marine Construction, LLC. (Shipyard Subsidiary)** Boothbay Harbor, Maine

Business Manager: Commercial and residential contracts for dock, pier and float construction.

- 2012 Bigelow Labs dock and float system subcontractor for Wyman and Simpson.

### **1997 - Present: Cross Point Yachts, Inc.** Edgecomb, Maine

Owner: Construction and restoration of classic wood yachts and composite vessels. Architectural woodworking and furniture construction. Computer Aided Design.

- 2005 New composite construction of an Oil Spill Response vessel for the Maine DEP.
- 2006 Design and construction of a Calvin Beal 35, USCG inspected Charter Fishing vessel.
- Several classic restorations. Mechanical & Electrical systems installation, storage and surveying.

### **1996 - 1999: Hodgdon Yachts, Inc.** East Boothbay, Maine

Boat Builder: New Construction of *Antonisa*, 123' Cold molded wood composite; Bulkhead, station mold construction and set up; Hull and structural component laminating; Construction design and interior joinery.

### **1994 - 1996: Gibbs & Cox, Inc.** Brunswick, Maine

Systems Engineering and Computer Aided Design for the DDG 51 Destroyers at Bath Iron Works.

## EDUCATION

### **1988 - 1992: SUNY - Buffalo State College** Buffalo, New York

Bachelor of Technology in Mechanical Engineering. Minor in Boat Design and Construction including courses at the Woodenboat School in Brooklin, Maine.

### **1986 - 1988: Erie Community College - South** Hamburg, New York

Associate in Applied Science of Mechanical Drafting and Computer Aided Design

## PERSONAL

Greatest accomplishment, married with three boys. Eleven years with kids in college. Sailing, fishing, anything to do with the ocean and the outdoors. Landscaping and heavy equipment operation. Architectural Computer Aided Design. Member of the 2001 Building Committee for the construction of the Edgecomb, Maine Eddy School.

## Ross Craft Branch

403 BACK RIVER RD  
BOOTHBAY, ME 04537

## Experience

JUNE 2015 - PRESENT

### **The Shipyard in Boothbay Harbor, Boothbay Harbor** – *Operations Manager*

- Wooden boat shipwright & composites
- Assistant Project Manager for the Ernestina-Morrissey
- Maintaining 25 storage vessels, including annual servicing & storage preservation
- Oversee crew members during boat building, maintenance & repair projects
- Maintain all facilities on The Shipyard property & identify potential problems & solutions
- Assess & Analyze budgets for projects & storage clients
- Compile storage & service contracts for clients
- Interact with current clients, allure new clients & speak with the public on behalf of The Shipyard
- Communicate with senior management about yard priorities & projects
- Perform annual reviews with crew members on their performance
- Provide motivation to employees to perform at their best through positive reinforcement

2013 - JUNE 2015

### **Hodgdon Yacht Services, East Boothbay** – *Parts Fitter/Installer*

- Worked as a composite tech on a 100 ft Super Maxi Carbon Fiber Sailboat.
- Assistant in building a cold molded 60ft Sailboat
- Used and maintained specialized machines & tools
- Assembled & installed parts
- Read & interpreted project plans

2003 - 2013

### **Linekin Bay Resort, Boothbay Harbor** – *Buildings & Grounds / Waterfront & Fleet Supervisor*

- Maintain, & supervise upkeep of 34 cabins & 5 lodges over 19 acres
- Train & supervise staff members
- Organize storing & launch of resort floats
- Store, launch & repair 20 Rhodes-19 sailboats
- Designed & constructed various amenities including new bar & deck facility, meeting space, 1700 ft marine ways system for boat & float hauling & curved staircase in saltwater pool
- Facilitate onsite project meetings
- Coordinate with developer, architects & engineers on land use restructuring

## ***David Thorpe***

Years at Bristol Marine: 10

Role: Lead Carpenter

### **EMPLOYMENT HISTORY:**

2011 - 2012	<b>DiMillo's Marina &amp; Yacht Sales, Portland, ME</b> Yacht Commissioning
2013 - 2014	<b>John's Bay Boat Company, South Bristol, ME</b> Carpenter
2014 - 2015	<b>Riverside Boat Company, Newcastle, ME</b> Yard Worker
2015 - Present	<b>The Shipyard in Boothbay Harbor, Boothbay Harbor, ME</b> Carpenter/Lead Carpenter

### **EDUCATION & TRAINING:**

- Apprenticeship Program at Carpenter's Boat Shop (2012 - 2013)
- Grove City College, Bachelor in Mechanical Engineering (2006 - 2010)

### **EXAMPLES OF RELEVANT WORK:**

- Vessels worked on:
  - Tall Ship *Friendship of Salem*
  - Schooner *Bowdoin*
  - Schooner *Ernestina-Morrissey*
  - Sailing Yacht *Eros*
  - Boothbay Harbor One Design *Fraulein*
  - Boston Tea Party's *Eleanor*
- Frame Construction
  - Double sawn, steamed & laminated
- Planking
  - Traditional for schooners & small boats
  - Laminated hull construction
- Spar building & shaping
- Project management on large and small vessels

## ***Mike Schuster***

Years at Bristol Marine: 7

Role: Facilities & Operations Manager

### **EMPLOYMENT HISTORY:**

2001 - 2013	<b>Self Employed Construction, Midcoast, ME</b> High End Home Construction
2013 - 2018	<b>Boothbay Harbor Shipyard, Boothbay Harbor, ME</b> Operations Manager
2018 - Present	<b>The Shipyard in Boothbay Harbor, Boothbay Harbor, ME</b> Facilities & Operations Manager

### **EDUCATION & TRAINING:**

- Ft. Lewis College, Durango, CO  
Bachelor of Science - Anthropology/Archaeology
- Forklift Certification
- Boom Truck Certification

### **EXAMPLES OF RELEVANT WORK:**

- Develops & Executes Railway Plans for Large Vessel Haul Outs including:  
*Schooner Isaac H. Evans*  
*Sardine Carrier Jacob Pike*  
*Pilot Cutter Hesper*  
*Sailing Yacht Eros*  
*Schooner Ernestina-Morrissey*
- Heavy Equipment Operator
- Heavy Equipment Repairs & Maintenance
- Facilities Management & Maintenance
- Carpentry
- Pipe Fitting

27 Town House Rd  
Vienna, ME 04360

# Samuel Perkins

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## SKILLS

Proficient in woodworking techniques, precise measurements, material selection, boat construction methods (fiberglass, wood, metal), hand and power tool operation, finishing techniques, and the ability to work independently and collaboratively on complex projects while adhering to safety regulations. Special skills in woodworking: joinery, laminating, shaping, carving, sanding, framing, planking, decking, painting, varnishing, epoxy application.

## EXPERIENCE

### **Bristol Marine, Boothbay Harbor, ME** – *Shipwright*

Sept 2020 – PRESENT

- Assisted with the complete restoration of the Schooner Ernestina Morrissey.
- Assisted with the reconstruction of Summerwind & new decks of Katahdin.
- Currently demolishing and reconstructing planking & frames on the Eleanor.

### **Freelance Boatbuilder, Vienna, ME**

2018 – 2020

- Rebuilt & restored a 15' Crosby Custom Catboat.
- New frames, planking, floors, rudder.

### **Gallant Custom Yachts, ME** – *Boatbuilder/Painter*

2015 – 2018

- Rebuilt & restored Henry Nevins' 56ft Sloop built in 1945
- From keel to mast, systems fit out, paint & varnish

### **Bagala Wood & Window, ME** – *Carpenter/Glazier*

2012 – 2014

- Historic & antique wooden window restoration
- Portland Observatory, Castle Tucker, Portsmouth Naval Shipyard

## CERTIFICATES

Wilderness First Responder - 2012

OSHA 10 Hour Shipyard Standards - 2015

## ***Jon Brassard***

Years at Bristol Marine: 6

Role: Carpenter/Finisher

### **EMPLOYMENT HISTORY:**

- 2007 - 2009    **Boothbay Harbor Shipyard, LLC, Boothbay Harbor, ME**  
Apprentice Shipwright.Finisher
- 2010 - 2017    **Wayfarer Marine, Camden, ME**  
Carpenter/Finisher/Yard Equipment Operator
- 2017 - 2020    **Self Employed in the Caribbean, Mediterranean, East Coast of USA**  
Delivery Crew/Carpenter/Finisher/Race Crew
- 2020 - Present    **The Shipyard in Boothbay Harbor, LLC, Boothbay Harbor, ME**  
Carpenter/Lead Finisher/Equipment Operator

### **TRAINING:**

- Midcoast School of Technology (4 year) - Cabinet Making/Carpentry
- Eastern Maine Community College (Less than 1 year) - Building Construction
- Center for Furniture, Craftsmanship (3 week course complete)
- OSHA 10 hr Industry Standards Certification
- Forklift Certification
- Travel Lift Certification
- Awlgrip Training (YPAC 1)

### **EXAMPLES OF RELEVANT WORK:**

- Belle Aventure
- Spirit of Massachusetts
- Harvey Gamage
- Shenandoah
- Ernestina Morrissey
- Glenn Geary
- Isaac Evans
- Columbia
- Naema
- The Eleanor

# ***Thomas Gerhardt***

Years at Bristol Marine: 8  
Role: Carpenter

## **EMPLOYMENT HISTORY:**

1985 - 2011	<b>Plimoth Plantation, Plymouth, MA</b> Artisan
Jan 2014 - May 2014	<b>J and E Riggen</b> Carpenter
May 2015 - June 2015	<b>Timberwind</b> Carpenter
2014 - 2016	<b>Nathaniel Bowditch/Ladona Rebuild</b> Carpenter
October 2016	<b>Appledore II</b> Carpenter
2017 - Present	<b>The Shipyard in Boothbay Harbor, LLC, Boothbay Harbor, ME</b> Carpenter

## **EXPERIENCE:**

- Beam Repair
- Frame Replacement
- Fairing Frames
- Planking
- Installing Bulkheads
- Installing & Finishing Cabin Interiors
- Timber Framing
- Refastening
- Cap Rails, Toe Rails

## **EXAMPLES OF RELEVANT WORK:**

- Timberwind - Sistered in deck beams & repaired cap rail.
- Appledore II - Planking replacement & refastening
- J and E Riggen - Redecking that included beam repair & interior finish work
- Nathaniel Bowditch/Ladona - Complete rebuild of the Nathaniel Bowditch
- Ernestina Morrissey - Worked on full restoration
- Isaac Evans - Demolition & planking repairs
- The Eleanor - Restoration of Boston Tea Party's Replica of The Eleanor

## ***Michael Beauregard***

Years at Bristol Marine: 7

Role: Carpenter

### **EMPLOYMENT HISTORY:**

2003 - 2015	<b>Boothay Harbor Shipyard, Boothbay Harbor, ME</b> Carpenter
2015 - 2018	<b>Southport Island Marine, Southport, ME</b> Carpenter
2018 - Present	<b>The Shipyard in Boothbay Harbor, Boothbay Harbor, ME</b> Carpenter

### **TRAINING:**

- OSHA Scaffold Training
- Forklift Training
- Heavy Equipment Training

### **EXAMPLES OF RELEVANT WORK:**

- Carpentry jobs including planking, framing, spar construction & finishing on vessels such as:
  - Schooner *Isaac H. Evans*
  - Schooner *Bowdoin*
  - Schooner *Ernestina-Morrissey*
  - Boston Tea Party's *Eleanor*
- Heavy Equipment Operator
- Facilities Repair & Maintenance
- Pier & Dock Repair & Maintenance
- Carpentry
- Pipe Fitting
- Electrical

## ***Rick Prose***

Years at Bristol Marine: 5

Role: Carpenter

### **EMPLOYMENT HISTORY:**

1999 - 2011	<b>Harborfields on the Shore, W. Boothbay Harbor, ME</b> Co-manager/Maintenance Supervisor
2001 - 2007	<b>Boothbay Region Community Television, Boothbay Harbor, ME</b> Board Member/President/Executive Director
2007 - 2011	<b>lowernine.org, New Orleans, LA</b> Founder & Executive Director
2011 - 2012	<b>Insanely Great Products, Tulsa, OK</b> Operations Manager
2013 - 2020	<b>A Brush with Kindness, Tulsa Habitat for Humanity, Tulsa, OK</b> Coordinator
2020 - Present	<b>The Shipyard in Boothbay Harbor, LLC, Boothbay Harbor, ME</b> Carpenter

### **EDUCATION:**

- Landing School of Boatbuilding & Design, Kennebunkport, ME 1987-1988
- University of Texas at Austin, Bachelor of Science in Communication 1983-1985
- Parkland College, Champaign, IL 1980-1982

### **EXAMPLES OF RELEVANT WORK:**

- Ernestina Morrissey - Worked on full restoration
- Isaac Evans - Demolition & planking repairs
- Wizard of Bristol - Carpentry
- Southport 30 - Completed all wood working on new build
- Hermitage - Cabinetry, cabin interior, hatches
- The Eleanor - Restoration of Boston Tea Party's Replica of The Eleanor

## ***Chaz Guthrie***

Years at Bristol Marine: 1

Role: Mechanical Foreman

### **EXPERIENCE:**

- 14 years of marine systems experience at Lyman Morse Boatbuilding.
- 5 years experience as a service yard mechanical foreman.
- Numerous re-power projects.
- Numerous genset replacements.

### **TRAINING:**

- Yanmar Master-Tech
- Sea Frost refrigeration certified installer
- Victron 12v and 120v/240v authorized installer
- MMTA hydraulic systems certification
- Dometic Marine HVAC installer
- ABYC Master Technician (marine systems, electrical, diesel)
- Yanmar small engines/saildrive certification

### **EXAMPLES OF RELEVANT WORK:**

- C18 CAT engine replacement - commercial fishing vessel
- Yanmar 6LP engine replacement - multiple vessels

## ***Brendan Browne***

Years at Bristol Marine: 6+

Role: Marine Electrician

### **EXPERIENCE:**

- 10+ years in new and replacement wiring for the marine industry.

### **TRAINING:**

Apprenticeship for Master Marine Electrician with David Stebbins

### **EXAMPLES OF RELEVANT WORK:**

- Complete AC + DC wiring package for Schooner *Ernestina Morrissey*
- Complete AC + DC wiring package for Sailing Yacht *Marilee*

# Educational & Outreach Programs



## Mission and Vision

### Mission

The mission of this organization is the advancement of sailing, boating and ocean sciences by minimizing economic and physical obstacles and further to develop independence, self-confidence, teamwork and volunteerism in the participants. To inspire individuals to strengthen themselves and their community through the enjoyment of the sea.

### Vision

The BSSC vision is to provide a community sea and science education center that offers equal and affordable access to the waterfront for youth through sailing, boating, and marine science experiential learning programs and activities not provided by other regional organizations.



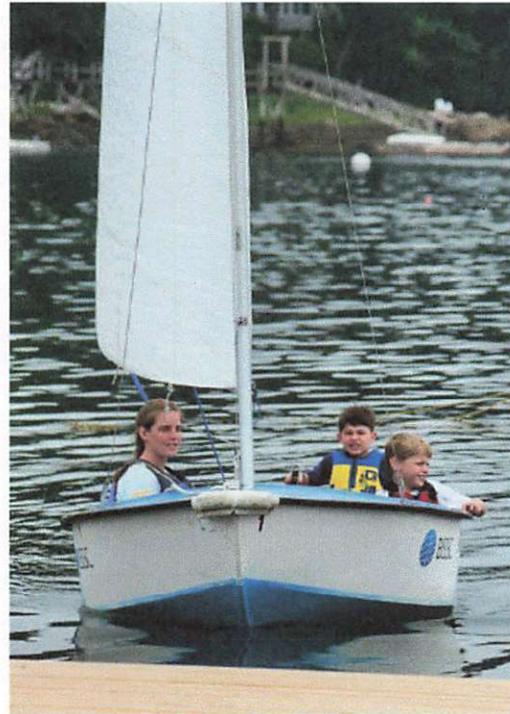
## From our parents

“BSSC’s thematic programming is one of its strongest components. All three of our campers (ages 5, 8, 13) were enthused by the topics and methods of exploration. They came home curious and eager to learn more ocean science related concepts.”

LM

## Core values

- **Inclusiveness:** We believe that everyone deserves a chance to experience and enjoy the water, regardless of financial means or physical proximity to a harbor, and that increasing these opportunities for more citizens will strengthen our community. The Boothbay Sea and Science Center (BSSC) exists to extend the possibility of that experience to everyone, providing access to the waterfront, both physically and conceptually, for all lifestyles and abilities, through our curriculum and Financial Assistance Program. BSSC will nurture a true sense of community in which the individual is respected and encouraged.
- **Personal Growth:** The combination of excitement and responsibility experienced through wind and human powered boating allows students to truly test themselves as they venture outside of their comfort zones. Self confidence is earned through a structured curriculum that provides opportunities for taking on increasing levels of risk and responsibility under the guidance of experienced mentors. Camaraderie is built through working as members of a team to achieve a common goal. BSSC will foster personal empowerment by providing a welcoming and thrilling environment in which to learn.
- **Experiential Learning:** Learning is enhanced when students can truly experience the subject, rather than reading about it in a book. The Boothbay Sea and Science Center connects sea and science through hands-on learning experiences that engage youth and enhance career opportunities while developing ocean literacy. BSSC will provide guidance and direction for educators seeking to improve their own curricula, lesson plans and programming. We will encourage good stewardship through responsible practices, environmental information and ecological programming that inspire students to become environmental stewards and socially responsible individuals.



### Mail

P.O. Box 332  
East Boothbay, Maine 04544

### The Center

12 Carter Road  
East Boothbay, ME 04544

### Phone | Email

(207) 350-5357  
[info@boothbayseaandsciencecenter.org](mailto:info@boothbayseaandsciencecenter.org)

### Hours of operation

Monday – Friday  
8:30 a.m. – 4:30 p.m.

MAINE  
MARITIME  
MUSEUM



Founded in 1962, Maine Maritime Museum is located on a beautiful 20-acre campus on the banks of the Kennebec River in "The City of Ships," Bath, Maine.

**Maine Maritime Museum**

243 Washington Street

Bath, ME 04530

(207) 443-1316

## Our Mission

Maine Maritime Museum connects people to the past, present, and future of Maine's waterways and their global reach.

## Our Vision

Our vision is to be a leading cultural institution and community pillar. As active stewards and educators of history and culture, of our historic site, and of our collections, we strive to inspire an ever-growing audience to experience the local, regional, and global stories of Maine.

## Our Values

We value progress—removing barriers to access, broadening our audience, building community, expanding scholarship, and innovating our stories and storytelling methods. We value respect—sustaining the people, places, and resources in our care, prioritizing equity in our work, and creating a supportive environment that empowers individuals to thrive.

**DOMESTIC WORKFORCE UTILIZATION CERTIFICATION**

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, General Manager [title] of The Shipyard in Boothbay Harbor [name of Contractor] a LLC [place of incorporation] corporation or other legal entity, ("Contractor") located at 120 Commercial St, Boothbay Harbor ME 04538 [address], having a Social Security or Federal Identification Number of 82-3191416, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

\_\_\_\_\_ percent (\_\_\_\_%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: \_\_\_\_\_

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

  
Signature/Date

Dennis Gunderson / Gen Mgr.  
Printed Name/Title

\_\_\_\_\_  
Corporate or Legal Entity's Name

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Printed Name/Title

**IRAN FREE PROCUREMENT CERTIFICATION FORM**

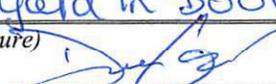
**(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)**

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i> The Shipyard in Boothbay Harbor	
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Dennis Gunderson	<i>Date Executed</i> 3/4/25

**OPTION #2 - EXEMPTION**

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

## Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, 65 P.S. §§ 67.101—67.3104, or laws relating to trade secret or confidential proprietary information.

Name of submitting party:

The Shipyard in Boothbay Harbor

Contact information for submitting party:

Dennis Gunderson dennis@bristolmarine.com 207633-3171	120 Commercial Street Boothbay Harbor, ME 04538
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Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

Bid Proposal for Erie Maritime Museum Restoration  
of U.S. Brig Niagara.  
Complete bid package.

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

RFQ # 6100062763

Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below: (Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section 708(b)(26) of the Right-to-Know Law, 65 P.S. 67.708(b)(26)).

- No information has been included that I believe is exempt from public disclosure.
- Information has been included that I believe is exempt from public disclosure.

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

**Note:** Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor’s cost response.
- Information submitted as part of a vendor’s technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor’s technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>

## Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

  
Signature

General Manager  
Title

3/14/2025  
Date



**WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM**

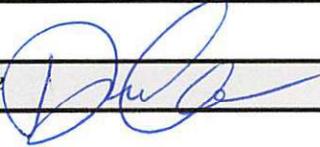
A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania’s Unemployment Compensation Law, Workers’ Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

**CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee’s compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<b>Signature</b>		<b>Date</b>	3/4/25
<b>Name (Printed)</b>	Dennis Gunderson		
<b>Title of Certifying Official (Printed)</b>	General Manager		
<b>Contractor/Grantee Name (Printed)</b>	The Shipyard in Boothbay Harbor		