

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER 2023-N-P-xxxx		PAGE 1 OF 1 of 20	
2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER 6923G523Q0320
		6. SOLICITATION ISSUE DATE 12/29/2022	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Chora Snyder, Contract Specialist	
		b. TELEPHONE NUMBER (No collect calls) 315.764.3206	
9. ISSUED BY GLS Contracting Office 180 Andrews Street Massena, New York 13662		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED 332999 <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (EDWOSB) SIZE STANDARD: <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> 8(A) 750 employees	
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Prompt Payment Net 30	13a. THIS CONTRACT IS A <input type="checkbox"/> RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING 14. METHOD OF SOLICITATION REQUEST <input checked="" type="checkbox"/> REQUEST <input type="checkbox"/> INVITATION <input type="checkbox"/> FOR FOR QUOTE (RFQ) FOR BID (IFB) PROPOSAL (RFP)
15. DELIVER TO 251 Fregoe Road Massena, New York 13662		16. ADMINISTERED BY See block #9	
17a. CONTRACTOR/ OFFEROR CODE <input type="text"/> FACILITY CODE <input type="text"/>		18a. PAYMENT WILL BE MADE BY CODE <input type="text"/>	
TELEPHONE NUMBER <input type="text"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT
	The contractor shall perform and deliver all goods and services in accordance with the SOW, specifications and drawings herein. **Funds are not presently available for this project. See FAR Clause 52.232.18 ; Availability of Funds** <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		
			23. UNIT PRICE
			24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Government Use Only)
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED . _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED

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Listing of Incorporated Purchase Requisitions

Incorporated Purchase Requisition Numbers:

2023-N-P-XXXX

Section B - Supplies or Services and Prices/Costs

The Great Lakes St. Lawrence Seaway Development Corporation (GLS or Corporation) intends to purchase a quantity of 72 each 7X20 LIR Buoys to be used as navigational aids on the St. Lawrence Seaway. These buoys are of steel and concrete construction. They are lighted, radar reflective, and designed with special lighting and battery equipment to survive entrapment under ice. They will be painted either red or green.

The Contractor shall provide all material, equipment, labor, supervision, tools, transportation, and other items or services necessary for the fabrication and delivery of these buoys. The buoys shall conform to United States Coast Guard Specification for Fabrication of Steel Ocean Buoys (Specification No. 464, Revision K), and related specifications and drawings.

The drawings and specifications that are incorporated in this scope of work are from the U.S. Coast Guard (Coast Guard) which was previously used by the Coast Guard for the procurement of buoys. References within them for actions or activities to be taken by the Coast Guard shall be considered as references to GLS.

The required colors shall be coordinated with the GLS prior to the painting of each buoy. Per United States Coast Guard Specification No. 464 paint color shall be in accordance with FED-STD-595: Red (Federal Color 11350) and Green (Federal Color 14193).

The following quantities by color are estimated:

- Red 7X20 LIR Buoys – 33ea
- Green 7X20 LIR Buoys – 39ea

The Contractor shall perform in accordance with the awarded contract and comply with all applicable federal, state, local and municipal laws, regulations, and requirements. The Contractor shall instruct and guide its employees regarding any directives provided by the GLS. The Contractor shall provide the necessary program management oversight to assure that all delivery schedules are met and that any subcontracted parts and services meet all requirements of the contract.

Submittals:

The following submittals to show contractors ability to comply to United States Coast Guard Specification No. 464 shall be submitted within 30 days after the contractor receives notice to proceed:

- Welder certifications
- Detailed work plan for painting the buoys

Delivery:

The awarded Contractor must deliver materials according to the bid schedule below. All items delivered under this contract shall be packaged and marked to ensure delivery of the items without damage or deterioration of the buoys due to the hazards of shipping, handling, and storage. The Contractor is responsible for all costs associated with delivery to GLS' receiving location at 251 Fregoe Road in Massena, New York. GLS has limited receiving hours during non-Federal holiday weekdays and limited forklift and crane capability to unload deliveries. Therefore, the Contractor must coordinate deliveries at least two weeks prior to delivery and coordinate logistics of unloading materials if requesting GLS support to unload them.

Bid Schedule:

Item No.	Description	Qty	Unit of Issue	Unit Price	Total Price
0001	7X20 LIR Buoy *Includes cost of all necessary material, labor, equipment, facilities, and supervision to fabricate and ship the buoys Delivery no later than 01 June 2023 required	12	Each	\$ _____	\$ _____
0002	7X20 LIR Buoy *Includes cost of all necessary material, labor, equipment, facilities, and supervision to fabricate and ship the buoys Delivery no later than 01 March 2024 required	20	Each	\$ _____	\$ _____
0003	7X20 LIR Buoy *Includes cost of all necessary material, labor, equipment, facilities, and supervision to fabricate and ship the buoys Delivery no later than 01 March 2025 required	20	Each	\$ _____	\$ _____
0004	7X20 LIR Buoy *Includes cost of all necessary material, labor, equipment, facilities, and supervision to fabricate and ship the buoys Delivery no later than 01 March 2026 required	20	Each	\$ _____	\$ _____

				Grand Total	\$ _____
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Section C - Description/Specifications

The Contractor shall provide all material, equipment, labor, supervision, tools, transportation, and other items or services necessary for the fabrication and delivery of these buoys. The buoys shall conform to United States Coast Guard Specification for Fabrication of Steel Ocean Buoys (Specification No. 464, Revision K), and related specifications and drawings contained herein.

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Section D - Packaging and Marking

None

Section E - Inspection and Acceptance Terms

Supplies and services will be inspected/accepted at: Massena, NY

Section F - Delivery or Performance

Period of Performance

IAW with the delivery schedule

Federal Holidays

All GLS locations will be closed on federal holidays. Weekly deliveries that fall on a federal holiday will need to be adjusted to a different day.

New Year's Day	Martin Luther King's Birthday
President Day	Memorial Day
Independence Day	Juneteenth
Columbus Day	Labor Day
Thanksgiving	Veteran's Day
Christmas Day	

Holidays that fall on Saturday are observed on the previous Friday. Holidays that fall on Sunday are observed on the following Monday.

Section G - Contract Administration Data

Lisa Healy, Head of Contracting Activity (HCA), Great Lakes St. Lawrence Seaway Development Corporation, 180 Andrews Street, Massena, New York, 13662-0520, telephone number (315) 764.3275 and e-mail address lisa.healy@dot.gov will administer the contract.

No oral or written statement by anyone other than the Contracting Officer shall modify or otherwise affect any contract clause. Only Contracting Officers acting within their scope of authority can execute contract modifications on behalf of the Government (GLS). No claim by the Contractor for any increase in the contract price or adjustment in the performance schedule shall be valid except as may be covered by a duly executed contract modification.

REQUIRED INSURANCE

a. The Contractor shall procure and maintain during the entire period of his/her performance under this contract the following minimum insurance coverage:

(1) **Workmen's Compensation Coverage:** As required by applicable New York Statutes in effect as of contract award date.

(2) **Comprehensive General Liability Insurance:**

Bodily Injury Liability: \$500,000 each person; \$1,000,000 each accident

(3) **Comprehensive Automotive Liability Insurance:**

Bodily Injury Liability: \$500,000 each person; \$1,000,000 each accident

Property Damage: \$50,000 each accident

b. Prior to commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the GLS in such insurance shall not be effective until ten (10) days after written notice thereof to the Contracting Officer.

c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require

subcontractors to provide and maintain the insurance required in paragraph (a). The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

Clauses incorporated by reference

52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services (Nov 2021)

(End of Clause)

Clauses incorporated by full text

52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

(End of Clause)

52.232-18 Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Order
Commercial Items (Jan 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015). (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(5) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

_____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41

U.S.C. 4704 and 10 U.S.C. 2402).

_____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).

_____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

_____ X _____ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
(5) [Reserved].

_____ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

_____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

_____ X _____ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

_____ (9)) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
(10) [Reserved].

_____ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) (15 U.S.C. 657a).

_____ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

(ii) Alternate I (Mar 2020) of 52.219-6.

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

(ii) Alternate I (Mar 2020) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Nov 2016) of 52.219-9.

(iii) Alternate II (Nov 2016) of 52.219-9.

(iv) Alternate III (Jun 2020) of 52.219-9.

(v) Alternate IV (Sept 2021) of 52.219-9.

(18)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020)(15 U.S.C. 644(r)).

(ii) Alternate I (Mar 2020) of 52.219-13.

 X (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).

 (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

 (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) (15 U.S.C. 657f).

 (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) (15 U.S.C. 632(a)(2)).

 (ii) Alternate I (Mar 2020) of 52.219-28.

 (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) (15 U.S.C. 637(m)).

 (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) (15 U.S.C. 637(m)).

 (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

 (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).

 X (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

 X (28) 52.222-19, 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).

 X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

- ☒ (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
 _____ (ii) Alternate I (Feb 1999) of 52.222-26.
- ☒ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).
 _____ (ii) Alternate I (Jul 2014) of 52.222-35.
- ☒ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
 _____ (ii) Alternate I (Jul 2014) of 52.222-36.
- _____ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (35)(i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
 _____ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

Section H - Special Contract Requirements

NA

Section I - Contract Clauses

52.203-3	Gratuities	APR 1984
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	OCT 2020
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020
52.212-1	Instructions to Offerors--Commercial Items	SEP 2021
52.211-6	Brand Name or Equal	AUG 1999
52.212-5	(Dev) Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation 2018-O0021)	SEP 2021
52.217-5	Evaluation of Options	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-50	Combating Trafficking in Persons	OCT 2020
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021

52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.247-34	F.O.B. Destination	NOV 1991
52.242-15	Stop-Work Order	AUG 1989
52.253-1	Computer Generated Forms	JAN 1991
32.905	Payment Documentation and Process	

- (a) *General*. Payment will be based on receipt of a proper invoice and satisfactory contract performance.
 (b) Content of invoices.

(1) A proper invoice must include the following items (except for interim payments on cost reimbursement contracts for services):

- (i) Name and address of the contractor.
- (ii) Invoice date and invoice number. (Contractors should date invoices as close as possible to the date of mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN). The contractor must include its TIN on the invoice only if required by agency procedures. (See [4.9](#) TIN requirements.)
- (ix) Electronic funds transfer (EFT) banking information.
 - (A) The contractor must include EFT banking information on the invoice only if required by agency procedures.
 - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the contractor must have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, [52.232-38](#), Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).

(2) An interim payment request under a cost-reimbursement contract for services constitutes a proper invoice for purposes of this subsection if it includes all of the information required by the contract.

(3) If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt (3 days on contracts for meat, meat food products, or fish; 5 days on contracts for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. If such notice is not

timely, then the designated billing office must adjust the due date for the purpose of determining an interest penalty, if any.

(c) *Authorization to pay.* All invoice payments, with the exception of interim payments on cost-reimbursement contracts for services, must be supported by a receiving report or other Government documentation authorizing payment (e.g., Government certified voucher). The agency receiving official should forward the receiving report or other Government documentation to the designated payment office by the 5th working day after Government acceptance or approval, unless other arrangements have been made. This period of time does not extend the due dates prescribed in this section. Acceptance should be completed as expeditiously as possible. The receiving report or other Government documentation authorizing payment must, as a minimum, include the following:

- (1) Contract number or other authorization for supplies delivered or services performed.
- (2) Description of supplies delivered or services performed.
- (3) Quantities of supplies received and accepted or services performed, if applicable.
- (4) Date supplies delivered or services performed.
- (5) Date that the designated Government official-
 - (i) Accepted the supplies or services; or
 - (ii) Approved the progress payment request, if the request is being made under the clause at [52.232-5](#), Payments Under Fixed-Price Construction Contracts, or the clause at [52.232-10](#), Payments Under Fixed-Price Architect-Engineer Contracts.
- (6) Signature, printed name, title, mailing address, and telephone number of the designated Government official responsible for acceptance or approval functions.

(d) *Billing office.* The designated billing office must immediately annotate each invoice with the actual date it receives the invoice.

(e) *Payment office.* The designated payment office will annotate each invoice and receiving report with the actual date it receives the invoice.
(End of provision)

52.225-1 Buy American-Supplies (Oct 2022)

As prescribed in 25.1101(a)(1), insert the following clause:

Buy American-Supplies (Oct 2022)

(a) Definitions. As used in this clause—

Commercially available off-the-shelf (COTS) item—

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C.40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into an end product.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105 .

Domestic end product means—

(1) For an end product that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured end product mined or produced in the United States;

(ii) An end product manufactured in the United States, if-

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Components of unknown origin are treated as foreign. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or

(B) The end product is a COTS item; or

(2) For an end product that consists wholly or predominantly of iron or steel or a combination of both, an end product manufactured in the United States, if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all the components used in the end product. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the end product and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the end product contains multiple components, the cost of all the materials used in such end product is calculated in accordance with the definition of "cost of components".

End product means those articles, materials, and supplies to be acquired under the contract for public use.

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign end product means an end product other than a domestic end product.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) 41 U.S.C. chapter 83, Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for an end product that is a COTS item (see 12.505(a)(1)), except that for an end product that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the end product, excluding COTS fasteners.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Certificate."

(End of clause)

Section J - List of Documents, Exhibits, and other Attachments

Attachment	TITLE	DRAWING NUMBER
01	7 X 20 ICE BUOY REFERENCE.PDF	N/A
02	7X20LIR LANTERN ADAPTER PLATE	121182 REV. F
03	7X20LI BATTERY RACK ASSEMBLY	121186 REV. A
04	2010 TYPE 7X20 LIR ICE BUOY	121193 REV. A
05	ICE BUOY GASKETS	121200
06	SPECIFICATION FOR FABRICATION OF STEEL OCEAN BUOYS	SPECIFICATION NO. 464 REVISION K

Section K – Representations, certifications, and other statements of offerors or respondents

NA

Section L – Instructions, conditions, and notices to offerors or respondents

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also the full text of a solicitation provision may be accessed electronically at this address: www.acquisition.gov/far/

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (SEPT 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Lisa Healy, Head of the Contracting Activity (HCA), Great Lakes St. Lawrence Seaway Development Corporation, Administration Building, 180 Andrews Street, Massena, New York 13662.

The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.1. Instructions for the Submission of Offers and Other Information

FAR 52.212-1 – Instructions to Offerors – Commercial Products and Commercial Services

1.1 GENERAL DESCRIPTION OF WORK

The contractor shall provide all labor, equipment, and materials needed to efficiently perform all services in accordance with the scope of work and all other contract documents and requirements.

1.2 COPIES OF SOLICITATION DOCUMENTS AND AMENDMENTS

The Solicitation will be posted on the SAM.gov website (<https://sam.gov/>)

Note: Electronic (e-mail) offer is the only acceptable method of communication and submission of proposal

1.3 OFFERORS' QUESTIONS and REQUESTS FOR INFORMATION (RFI)

Questions and/or RFIs relative to this RFQ shall be submitted via email (reference instructions below). Any information given to an offeror which impacts the solicitation and/or offer will be given in the form of a publicized question and answer on SAM.gov and/or written amendment to the solicitation.

RFIs due: Tuesday, 10 January 2023, 2:00pm EST

Quotes due: Monday, 30 January 2023, 2:00pm EST

The point of contact for this solicitation is:

Contract Specialist: Chora Snyder

Telephone: 315.764.3206

E-mail: purchasing@dot.gov

1.4 ADMINISTRATIVE

a. Request for quote. The offeror shall include a copy of a completed SF1449 with the signature and include the name of the offeror, address, UEI, and phone number in Blocks 17a. The offeror shall complete blocks 30a, b and c. The offeror shall also complete the cost schedule listed in Section B.

b. The offeror shall submit a completed copy of FAR 52.212-3, Representations and Certifications – Commercial Items. If the offeror has completed the Online Representations and Certifications Application at <https://sam.gov/>. All offerors must be registered in the System for Award Management (SAM) at the time of submission due date. The Government reserves the right to deem an offeror “nonresponsive” for failing to register in SAM.gov. Therefore, this deficiency may result in an offeror declared ineligible for award.

1.5 PRICING

a. Pricing for Requirements. The offeror shall submit proposed pricing for all Contract Line Items (CLINs) listed in Section B, Supplies or Services and Prices/Costs.

1.6 TECHNICAL

a. The technical proposal shall be addressed in sufficient written detail for the Government to determine if the offeror's can provide the buoys in accordance with the SOW, specifications and meet the required delivery dates specified in the bid schedule.

1.7 ACCURACY IN PROPOSALS

Proposals must set forth full, accurate, and complete information as required by this RFQ (including amendments and attachments). The penalty for making false statements is prescribed in 18 U.S.C.1001.

1.8 QUOTE SUBMITTALS

All quotes shall be submitted electronically. Fax and/or paper copies WILL NOT be accepted.

The Offeror shall submit two (2) volumes:

- Volume 1 – Technical
- Volume 2 – Price

Proposals should be submitted using a page size of 8.5 inches x 11 inches. The Government's formatting is as follows: (1) pages be single-sided, single-spaced and have at least double spacing between paragraphs, and (2) Times New Roman 12-point font is utilized except for figures, tables, and diagrams where smaller point font is acceptable as long as it is readable.

Email one (1) copy of each volume in PDF format to the following:

purchasing@dot.gov

Proposals shall be received no later than the time and date shown on Standard Form (SF) 1449.

Award will be made to the vendor whose proposal conforms to the requirements of this solicitation and is the most advantageous to the Government, considering price, quality of services and uniforms, as well as past performance. The government intends to make an award without discussions.

If you have any questions or require further clarification, please contact Chora Snyder at:

Telephone: 315.764.3206

E-mail: purchasing@dot.gov

SECTION M - EVALUATION FACTORS FOR AWARD

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

An Award will be made using the lowest price technically acceptable (LPTA) source selection process. An Award will be made to the responsible offeror on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. Award may be made without discussions with offerors (except communications conducted for the purpose of minor clarification). Therefore, each initial offer should contain the offeror's best terms from a technical and price standpoint. However, the Government reserves the right to conduct discussions if it is later determined by the contracting officer to be necessary.

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation is Lowest Price, Technically Acceptable (LPTA). Award will be made on all or nothing basis. The following evaluation factors shall be used to evaluate offers:

Technically Acceptability and Price as outlined below:

EVALUATION PROCESS:

1. Technical acceptability: Offer will be found technically acceptable if the offer meets the salient physical, functional, or performances characteristic specified in this solicitation in accordance with the Statement of Work (SOW), specifications and drawings. Explain your firm's capability to ensure the SOW standards are met. Statements that the offeror understands, can or will comply with all specifications, or statements paraphrasing the specification of parts thereof, or phrases such as "standard procedures will be used" or "well-known techniques" will be considered insufficient.

The technical proposal will be evaluated against all sections of the SOW.

(This part of the technical proposal shall be addressed in sufficient written detail for the Government to determine if the offeror possesses sufficient technical capability to obtain a rating of technically acceptable.)

This factor will be rated as either **"acceptable"** or **"unacceptable."** This solicitation is Lowest Price Technically Acceptable (LPTA).

Acceptable Rating - Proposal clearly meets all the requirements listed in the solicitation in accordance with the SOW.

Unacceptable Rating – Proposal does not clearly meet all the requirements listed in the solicitation in accordance with the SOW.

An "unacceptable" rating on any section of the technical evaluation will make the overall technical rating "unacceptable" which causes the proposal to be ineligible for award.

2. Price

(a). The quote must clearly indicate the price. Evaluation of price will include a determination that the price is fair and reasonable.

(b). Proposals must be submitted NLT the offer due date/local time as indicated on the SF1449. No telephonic questions or quotes will be accepted. A signed SF 1449 must be submitted. E-mail is the only method acceptable.

**PROPOSAL PREPARATION CHECKLIST
DO NOT RETURN THIS CHECKLIST**

Important items for you to check are included, but not limited to those listed below. This checklist is furnished only to assist you in submitting a proper proposal. Do not return the checklist with your proposal.

____ Have you obtained a DUNS number? Provide your Duns number on the first page or cover page. A DUNS number can be obtained through the D&B D-U-N-S Request Service at <http://fedgov.dnb.com/webform>.

____ Have you registered in System For Award Management (SAM)?
The name you use to submit a proposal must be the exact name you use to register in SAM. Do not delay returning a proposal while processing your SAM entry. It does not cost to register into SAM. <http://beta.sam.gov>.

____ Is the NAICS code on the solicitation incorporated into your SAM profile?
This solicitation is being advertised under the North American Industrial Classification Systems (NAICS) Code 332999. You must ensure this NAICS Code is incorporated into your current SAM Profile if your company can provide the type of product or service applicable to this NAICS Code. NAICS Codes may be viewed at the U.S. Census Bureau website at <http://www.census.gov/eos/www/naics>.

____ Have you entered a unit price for each line item?
The quantity multiplied by the unit price equals the total amount. Ensure all prices on line items are filled in. All line items must be priced to be considered for award. Unit prices must be rounded to the nearest cent (hundredths).
\$20.56 IS an acceptable price.
\$20.564 IS NOT an acceptable price.
Do not round total amount numbers.
If your price exceeds \$2,000 for construction work or \$2,500 for services, you will be required to pay employees at least the wage rates specified in the applicable wage decision/determination.

____ NO crossouts or strikethrough marks will be accepted. Submit a legible quote with no correction marks.

____ Did you sign the amendment (SF30)?
Ensure to include the first page of the SF30 and complete block 8, 15a, b and c. A signature of an authorized individual is required for your quote.

____ Have you acknowledged all amendments, if any have been issued?
Acknowledge amendments by signing and dating the first page of the amendment. Ensure to read the amendment to determine if further documents are required to be submitted and to see what changes have been made to the solicitation. Reference the solicitation number in the subject line when submitting.

____ Have you submitted all information to evaluate your offer?

Refer to the Instructions, Conditions and Notices to Offerors and Statement of Work sections. You may need to submit references, relevant work experience or past performance information for the Government to evaluate your proposal.