# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

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|---|---|---|---|
| 1. CONTRACT ID CODE | | PAGE OF PAGES | 1 \| 13 |
| 2. AMENDMENT/MODIFICATION NO. 0010 | 12/04/2025 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |

6. ISSUED BY CODE

CONTRACT SPECIALIST
USCG, CIVIL ENGINEERING UNIT JUNEAU
709 WEST 9TH STREET, ROOM 817
JUNEAU, AK 99801

7. ADMINISTERED BY *(If other than Item 6)* CODE

CONTRACTING OFFICER
USCG, CIVIL ENGINEERING UNIT JUNEAU
709 WEST 9TH STREET, ROOM 817
JUNEAU, AK 99801

8. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, COUNTY, STATE AND ZIP CODE)

POTENTIAL RMACC III Contractors

CODE | FACILITY CODE

☒ 9A. AMENDMENT OF SOLICITATION NO. 70Z08725RRMACCIII

9B. DATED *(SEE ITEM 11)* 09/29/2025

☐ 10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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| ☐ | 14. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (*Specify authority*) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| ☐ | B. THE ABOVE REFERENCED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| ☐ | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| ☐ | D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY) |

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (ORGANIZED BY UCF SECTION HEADINGS, INCLUDING SOLICITATION/CONTRACT SUBJECT MATTER WHERE FEASIBLE.)

REQUEST FOR PROPOSALS 70Z08725RRMACCIII INDEFINITE DELIVERY/INDEFINITE QUANTITY REGIONAL MULTIPLE AWARD CONSTRUCTION CONTRACT (RMACC)

A. This amendment is issued to revise section L.3 of RFP, answer remaining Contractor questions 1-28 received through October 23, 2025 and extend proposal due dates.

**B. REMINDER THE PROPOSAL DUE DATES ARE REVISED. SEE REVISED TABLE OF PROPOSAL DUE DATES ON THE FINAL PAGE OF AMENDMENT.**

C. PLEASE RETURN A SIGNED COPY OF THIS AMENDMENT WITH YOUR PROPOSAL.

| | | | |
|---|---|---|---|
| 15A. NAME AND TITLE OF SIGNER *(Type or Print)* | | 16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)* CHERYL A. BERRY, CONTRACTING OFFICER, USCG | |
| 15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)* | 15C. DATE SIGNED | 16B UNITED STATES OF AMERICA BY *(Signature of Contracting Officer)* | 16C. DATE SIGNED |

**REMINDER: Offerors should use Revised RFP and all amendments when preparing their proposal responses.**

This amendment makes the following changes to the RFP:

**1. Revise Section L.3 of RFP/Revised RFP.**

DELETE: L.3. Joint Venture Agreements

Joint Ventures are allowable on competitive set-asides; however, the joint venture agreement must be received by SBA prior to proposal due date to allow for processing and SBA approval before the award of any resulting contract. Any vendors contemplating a joint venture on this project must advise, in writing, its assigned SBA Business Opportunity Specialist (BOS) as soon as possible. To ensure compliance with established regulations, NO CORRECTIONS AND/OR CHANGES ARE ALLOWED AFTER TIME OF SUBMISSION OF PROPOSAL. A joint venture agreement or addendum that has not been approved by SBA is not eligible for award. For joint ventures not involving 8(a), the finalized joint venture agreement must be provided by the time of contract award and a notarized letter of intent to form a joint venture must be submitted with the proposal. The offeror's letter of intent must identify the contractor team arrangements and fully disclose the company relationships in the proposed joint venture. The joint venture need not be registered in SAM.gov at time of proposal submission, but each partner in the partnership or joint venture must be registered at the time of submission and the joint venture must be registered in SAM.gov prior to contract award. A prospective joint venture's size must be compliant with the size standard of NAICS 236220.

REPLACE: L.3. Joint Venture Agreements

Joint Ventures are allowable on competitive set-asides. Per 13 C.F.R. § 124.513(e)(1) SBA does not approve 8(a) and per 13 C.F.R. § 128.402 SDVOSB joint ventures in connection with competitive procurements. The finalized joint venture agreement must be provided by the time of contract award and a notarized letter of intent to form a joint venture must be submitted with the proposal. The offeror's letter of intent must identify the contractor team arrangements and fully disclose the company relationships in the proposed joint venture. The joint venture need not be registered in SAM.gov at time of proposal submission, but each partner in the partnership or joint venture must be registered at the time of submission and the joint venture must be registered in SAM.gov prior to contract award. A prospective joint venture's size must be compliant with the size standard of NAICS 236220. The joint venture agreement or notarized letter of intent shall be submitted as part of proposal attachment. Insert prior to response to factors 1-4. This letter will not affect the designated page count.

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**2. Answer offeror submitted questions 1-28**

Q1: We are writing to see clarification regarding the Agency's response to Question #6 outlined in RFP Amendment No. 2. In response to Question 6, the Agency said "As stated in the Consolidated QA for RMACC III document posted to SAM.gov 09/25/2025, the Contractor must have 8(a) certification in SAM Registration. The SBA makes final eligibility determination of any apparent successful offerors prior to contract award IAW 13 CFR 124.503(i)(1)(i). Contractor awarded under an 8(a) set-aside must be active in the 8(a) program to continue under the contract throughout subsequent option periods. If a contractor graduates from the 8(a) program during contract performance, they may continue to compete during the current contract period but will no longer be eligible for future options periods." This response is not consistent with the FAR or SBA regulations, which make clear that for a competitive 8(a) award like the one here, an offeror must be 8(a) on the initial date specified for receipt of offers and will generally retain that status for the contract's first five years, which, in this case, would include the 3 year base period and the first 2 year options. To outline: FAR 19.805-2(b) explains that for 8(a) contracts, "The SBA will determine the eligibility of the apparent successful offeror. Eligibility is based on section 8(a) program criteria (see 13 CFR 124.501(g) and 19.816(c))." Turning to SBA regulations: 13 CFR 124.503(i)(1)(i) says, in relevant part, "A task or delivery order contract, Multiple Award Contract, or order issued against a Multiple Award Contract that is set-aside exclusively for 8(a) Program Participants, partially set-aside for 8(a) Program Participants or reserved solely for 8(a) Program Participants must follow the established 8(a) competitive procedures. This includes an offering to and acceptance into the 8(a) program, SBA eligibility verification of the apparent successful offerors prior to contract award, compliance with the performance of work requirements set forth in § 124.510, and compliance with the nonmanufacturer rule (see § 121.406(b)), if applicable." 13 CFR § 124.507 goes on to explain the eligibility determination that SBA conducts prior to award of a competitive 8(a) award, like the one here. Furthermore, 13 CFR § 124.507(b)(2) says "SBA determines a Participant's eligibility pursuant to § 124.501(g)." In turn, 13 CFR § 124.501(g) says "SBA will determine eligibility at the time of its acceptance of the underlying requirement into the 8(a) BD program for a sole source 8(a) contract, and after the apparent successful offeror is identified for a competitive 8(a) contract." Critically, 13 CFR § 124.501(h) goes on to say "For a competitive 8(a) procurement, a firm must be a current Participant eligible for award of the contract on the initial date specified for receipt of offers contained in the solicitation as provided in § 124.507(d)." In short, for competitive 8(a) awards, like this one, an offeror's 8(a) status is determined as of the date of on the initial date specified for receipt of offers.
Q1a:**Accordingly, will the Agency please confirm that, consistent with applicable regulations, an offeror for an 8(a) set aside award must be 8(a) eligible on the initial date specified for receipt of offers.**
A1a: USCG has been directed upon conclusion of evaluations, to notify the servicing District Office of the apparent successful 8(a) offerors. SBA will assess the eligibility of an apparent successful offeror whose 8(a) BD program has expired per 13 C.F.R. § 124.507(d). USCG will abide by the eligibility determination made by SBA.

Q1b: Turning to the question of eligibility for options, 13 C.F.R. § 124.514(b) says: "Except as set forth in § 124.521(e)(2), the procuring activity contracting officer may exercise a priced option to an 8(a) contract whether the concern that received the award has graduated or been terminated from the 8(a) BD program or is no longer eligible if to do so is in the best interests of the Government." The exception, outlined in 13 CFR § 124.521(e)(2), is that a contractor has to recertify prior to the end of the 5th year or a contract exceeding five years in duration, and if the contractor is no longer 8(a) eligible at that point, the contractor is not eligible for options beyond the 5 year mark.
**Q1b: Assuming no other recertifying event occurs, the offeror will retain that status for the contract's first five years, meaning the contractor would be eligible for the first 2-year option even if it graduates from the 8(a) program between the date of proposal submission and the end of the contract's 3rd year?**
A1b: USCG will follow 13 CFR § 124.521(e)(2) and exercise the first option period for all 8(a) firms under award that have met the participation requirements of USCG stated in the RFP. Proposed period of performance: base period 3-years, option period one 2-years, option period two 2-years.

Q2: Clarification of 8(a) Eligibility Date:
Per solicitation and also discussed in amendment 0002 question #6 the answer states*: The SBA makes final eligibility determination of any apparent successful offerors prior to contract award IAW 13 CFR 124.503(i)(1)(i). Contractor awarded under an 8(a) set-aside must be active in the 8(a) program to continue under the contract throughout subsequent option periods. If a contractor graduates from the 8(a) program during contract performance, they may continue to compete during the current contract period but will no longer be eligible for future options periods. The SBA makes final eligibility determination of any apparent successful offerors prior to contract award IAW 13 CFR 124.503(i)(1)(i). Contractor awarded under an 8(a) set-aside must be active in the 8(a) program to continue under the contract throughout subsequent option periods*

In the Sept 25, 2025 consolidated Q& A, question #1 it was confirmed that we must be 8(a) at proposal submission to be eligible for award. Many 8(a) contractors may be in their last few years of eligibility and will spend tens of thousands of dollars putting this proposal together only to not be eligible if the timeline is extended. We have had two phase IDIQ's take three years to award. Respectfully requesting the 8(a) eligibility date be changed from date of proposal submission to date of solicitation which is a date that cannot change. Also, if eligibility date kept at date of proposal, is that the date of Phase I proposal submission or Phase II?
A2: Please refer to the response to questions Q1a in this document.

Q3: Clarification of 8(a) Graduation:
Per solicitation and also discussed in amendment 0002 question #6 the second part of the answer states: *If a contractor graduates from the 8(a) program during contract performance, they may continue to compete during the current contract period but will no longer be eligible for future options periods.*

To clarify this statement here is an example situation. If a contractor graduates the 8(a) program during option period 2 does this mean that newly graduated contractor cannot receive a signed option 3 year?
A3: Please refer to the response to questions Q1b in this document.

Q4: Per the response to Q24 within Amendment 0004 regarding HUBZone Joint Ventures, it appears to indicate that the following statement would apply to 8(a) Joint Ventures.
L.3 Joint Venture Agreements states "Joint Ventures are allowable on competitive set-asides; however, the joint venture agreement must be received by SBA prior to proposal due date to allow for processing and SBA approval before the award of any resulting contract. Any vendors contemplating a joint venture on this project must advise, in writing, its assigned SBA Business Opportunity Specialist (BOS) as soon as possible. To ensure compliance with established regulations, NO CORRECTIONS AND/OR CHANGES ARE ALLOWED AFTER TIME OF SUBMISSION OF PROPOSAL. A joint venture agreement or addendum that has not been approved by SBA is not eligible for award."

Please note per FAR 52.219-18 (c), as referenced in document "REV Solicitation USCG RMACC III 10-1-2025" of this solicitation, "SBA does not approve joint ventures for competitive awards". SBA regulations do not require 8(a) joint ventures to submit joint venture agreements to the SBA for approval for Competitive 8(a) solicitation. An 8(a) joint venture can compete if at least one 8(a) participant meets the criteria, and the joint venture complies with 13 CFR 124.513(c). SBA will verify the 8(a) partner's eligibility but will not review the joint venture agreement itself for competitive 8(a) awards.

Please confirm that 8(a) Joint Ventures do not require SBA approval prior to submission to be eligible for award but shall only comply with 13 CFR 124.513(c) and shall be subject to SBA verification of 13 CFR 124.513(c) to be eligible for award.
A4: Per 13 C.F.R. § 124.513(e)(1), SBA does not approve joint ventures in connection with competitive 8(a) procurements. Refer to Section L.3 revised at beginning of this document.

Q5: Please advise if a copy of the 8(a) Joint Venture shall be provided with the proposal for 8(a) Joint Venture offerors. If so, please advise which Factor to include the Joint Venture within and confirm the page count does not count towards to the overall page count for that Factor.
A5: Yes, provide a copy of the Joint Venture agreement with proposal package. Insert prior to response to factors 1-4. These pages will not affect the page limitations designated by RFP.

Q6: L.3 states "the finalized joint venture agreement must be provided by the time of contract award and a notarized letter of intent to form a joint venture must be submitted with the proposal. The offeror's letter of intent must identify the contractor team arrangements and fully disclose the company relationships in the proposed joint venture." If offerors have already formed a Joint Venture, do they need to provide the joint venture agreement, Letter of intent to form a joint venture, or neither?
A6: Please refer to answer for question Q5 of this document.

Q7: L.3. Joint Venture Agreements states that *"Joint Ventures are allowable on competitive set-asides; however, the joint venture agreement must be received by SBA prior to proposal due date to allow for processing and SBA approval before the award of any resulting contract"* and that *"A joint venture agreement or addendum that has not been approved by SBA is not eligible for award."* These instructions appear to pre-date current regulations (for both 8(a) and SDVOSB Joint Ventures)
A7: Per 13 C.F.R. part 128.402(a)(1) (Service Disabled Veteran-Owned Small Business Program), SBA certifies the SDVOSB concern (the firm). Therefore, the SDVSOB partner of the joint venture must have official SBA certification. Be advised, Section L.3 has been revised at the beginning of this document.

Q8: M.1 General NOTE: | Please confirm that the Government is aware that verification of SDVOSB Joint Ventures is only accomplished through self-certification in SAM.gov with the SDVOSB member identified within the Reps & Certs.
A8: Please refer to answer for question Q7 of this document.

Q9: Our firm has an application in process with the **SBA for the 8(a) Business Development Program**, which we have been informed is currently under review.
May our firm submit proposals for 8(a) set-aside regions in anticipation that our 8(a) certification will be finalized prior to award?
A9: Please refer to answer for question Q1a of this document.

Q10: If permissible, would documentation confirming that our 8(a) application has been submitted and is currently being processed by SBA satisfy the eligibility requirement at the time of proposal submission?
A10: Please refer to answer for question Q1a of this document.

Q11: Please advise if offerors are required to maintain their Small Business and/or their Socioeconomic status at the award date. Or is it based on the offer's status at submission of Phase 1 proposals? Phase 2 proposals?
A11: Per 13 C.F.R. 126.601(a)(1) HUBZone and 13 C.F.R. 128.401(e)(1) SDVSOB Offerors must maintain their status to be eligible for award. Only offerors that have the proper SBA certification at time of award will receive an IDIQ. As stated in response to question Q1a of this document, USCG has been directed upon conclusion of evaluations, to notify the servicing District Office of the apparent successful 8(a) offerors. SBA will assess the eligibility of an apparent successful offeror whose 8(a) BD program has expired per 13 C.F.R. § 124.507(d). USCG will abide by the eligibility determination made by SBA.

Q12: Section L.3 states requirements for Joint Venture Agreements. May we assume the same applies for mentor protégé agreements?
A12: Yes, mentor-protégé agreements should follow same direction for purposes of this proposal. Small Business Mentor-protégé arrangements must be compliant with 13 C.F.R. 125.9.

Q13: Section I, 52.219-18.2 & 3 allows joint venture and mentor-protégé agreements to submit a proposal for this RFP. We would like to request that a teaming agreement with an 8(a) firm be allowed as well. Please advise.
A13: At this time, a prime–sub teaming agreement with an 8(a) firm is not being accepted as a basis to claim 8(a) eligibility for this requirement. A teaming agreement that is not an SBA-recognized mentor-protégé or joint venture with established agreements that comply with SBA regulations will be treated as a standard subcontracting arrangement and will not qualify for award under these 8(a) sets-aside.

Q14: Please confirm that for Teaming Agreements where the (2) contractors are forming an official joint venture but are not in an SBA Approved Mentor Protégé Agreement, projects cited under experience must include at least one project per member.
Our Joint Venture partner is also our protégé in an SBA Approved Mentor Protégé Agreement. This program is designed to assist our protégé in participating in federal procurements. Please confirm that all 3-5 projects in Factors 1 and 2 can have been performed by the mentor.
A14: Joint Ventures and Mentor Protégé offerors must include at least one project from each member as part of the total required 3-5 projects.

Q15: In reference specifically to USCG East District (Region 5) set aside as SDVOSB – The regulations outlined in 13 CFR 128.402 explain that the SBA does ***not*** certify SDVOSB Joint Ventures. Instead, the Joint Venture entity should be designated as an SDVOSB Joint Venture (self-certification) in SAM.gov with the SDVOSB-certified Joint Venture partner identified.
A15: Please refer to answer for question Q7 of this document.

Q16: We respectfully request the Government revise section L.3 to be compliant with current regulations. If this section is not revised, please confirm that the Government will find offerors submitting as a Joint Venture to be eligible for award based on up-to-date relevant federal and SBA regulations
A16: Please refer to revised Section L.3 at beginning of this document.

Q17: #8(a) JV “approval” vs. clause language. The solicitation says the JV agreement must be “received by SBA prior to proposal due date… and SBA approval before award,” but 52.219-18 (Alt I) also states “SBA does not approve joint ventures for competitive awards.” Can you confirm whether the requirement is SBA eligibility/size verification rather than formal JV approval, and exactly what you want submitted and when?
A17: Please refer to answer for question Q7 of this document.

Q18: JV timing + BOS notice. Please confirm that for an 8(a) JV the signed JV agreement must be submitted to SBA (via our BOS) before the Phase I proposal due date, and that no corrections are permitted after proposal submission.
A18: Please refer to answer for question Q5 of this document.

Q19: Regarding Section L.5.4: The solicitation requests offerors to provide their OSHA DART rate as a means of evaluating safety performance. As a small 8(a) business with a limited number of employees, even a single recordable incident can significantly inflate the DART rate due to the 200,000-hour normalization factor used in OSHA's formula. This can result in a statistically skewed value that does not accurately reflect a company's overall safety culture or performance.
For small businesses, particularly 8(a) firms, a more accurate and stable indicator of safety performance is the Experience Modification Rate (EMR), which reflects a three-year rolling average of actual workers' compensation claims and compares performance against industry norms.
Would the Government consider including EMR as an additional metric or allowing EMR to be used in place of DART to provide a more equitable and representative measure of safety performance for small business offerors?
A19: The factor remains the same, however, L.5.4 of the RFP is a narrative and the offeror may include an explanation of any extenuating circumstances affecting DART data, proposed or implemented corrective actions for negative trends or higher risk levels, and explanation if no DART rate is available for any year.

Q20:The response to Question 23 in Amendment 0004 indicates the projects submitted must have a value ranging from $500,000 to $20,000,000 to be considered during the evaluation of Phase I.

a. Will projects greater than $20,000,000 but less than $25,000,000 be considered during the evaluation of Phase I?
b. If projects greater than $20,000,000 but less than $25,0000,000 will be considered, will they be penalized in the evaluation for not falling within $500k and $20M?

A20: Refer to revised response in Amendment 0005 to question Q23 from Amendment 0004.

Q21:L.3 states "the finalized joint venture agreement must be provided by the time of contract award and a notarized letter of intent to form a joint venture must be submitted with the proposal. The offeror's letter of intent must identify the contractor team arrangements and fully disclose the company relationships in the proposed joint venture." If offerors have already formed a Joint Venture, do they need to provide the joint venture agreement, Letter of intent to form a joint venture, or neither?
A21: See revised Section L.3 at the beginning of this document.

Q22: If SBA office remains shutdown, can we submit an RFI after the RFI deadline to request extension of the due date?
A22: The RFI period has ended.

Q23: Some Government agencies refrain from completing Past Performance Questionnaires (PPQ) as part of their general guidelines. In the event that an Offeror does not receive a PPQ from a requested Owner/Client, will the USCG still accept the project under Factor 1 and assign a neutral rating under Factor 2 for the project?
A23: Offeror must provide substantiated proof of actual project completion if past performance documentation cannot be produced. If satisfactory proof not provided, the project may not be evaluated for Factor 1 or Factor 2.

Q24: Joint Ventures, Prime/Subcontractors, and Proposal Clarifications

a. Joint Venture Eligibility and Documentation
   - Will the JV agreement need to be submitted with the Phase I proposal, or only at time of award? See revised Section L.3 at beginning of this document.
   - Does each JV partner need to submit its own Attachment B experience projects, or can the JV submit a combined portfolio? See revised Section L.5.1 Amendment 0005.
   - How will experience from individual members be weighted versus the JV's collective experience? Evaluation will be based on collective experience. It is not the intent of USCG to evaluate each partner individually.
b. Prime vs. Subcontractor Roles
   - Are subcontractor qualifications allowed to satisfy minimum capability requirements (e.g., bonding, design-build capability, specialty trades)? No.
   - Is there a required percentage of self-performed work for the prime under RMACC III task orders? USCG follows FAR 52.219-14 Limitations on Subcontracting.
   - Will large business subcontractors be permitted under small business set-aside regions if total contract value remains within limits? USCG relationship is with the Prime. USCG does not dictate means and methods.
c. Bonding and Financial Capacity
   - Will a letter from a surety indicating bonding intent satisfy minimum capacity, or must current bonding be demonstrated at submission? Refer to Section L.5.3
   - If multiple JV members share bonding, how should aggregate limits be documented? Refer to response to question Q39 Amendment 0004.
   - Can bonding limits be supplemented after award through additional surety backing for larger task orders? RFP indicates minimum bonding capacity required.
d. Proposal Structure and Phase I Requirements
   - Are Attachment A (Team Organizational Chart) and Attachment B (Experience) required for each JV partner or only for the prime? Refer to revised Section L.5.1 Amendment 0005.
   - For multi-region bids, can one proposal be reused if identical except for regional details, or must each region be a fully independent submission? A separate proposal must be sent to each region. The offeror may use the same information provided for Factors 1-4 in each proposal submission.
   - Will the Coast Guard evaluate Phase I qualifications by individual firm, by JV, or by entire team composition? Evaluation will be on collective qualifications. It is not the intent of USCG to evaluate each partner individually.

Q25: Contract Servicing, Execution, and Operational Questions

a. Geographic Service Coverage
   - Must the contractor maintain a physical presence within each awarded region, or can project management be remote with local subs? Yes, provided Prime meets the requirements of FAR 52.219-14.
   - Are there minimum response times for emergency task orders? Response times are dictated at the task order level by the individual servicing unit.
   - Will task orders ever cross regional boundaries, and if so, which CEU administers them? No.

b. Design-Build and Engineering Services
   - Are professional design services (e.g., A-E subconsultants) expected to be under prime contract responsibility, or will they be separately contracted? Only design-build projects will require Prime to obtain services of A-E under the specific task order.
   - Are professional liability insurance limits defined at task-order level, or are minimums expected at base contract level? RFP Section H.9 provides direction.

c. Labor and Compliance Requirements
   - Are Davis-Bacon wage determinations issued per region or per task order? Per task order.
   - Are there additional Coast Guard safety or environmental compliance certifications required beyond OSHA and EPA standards? Additional requirements are determined at the task order level.
   - Will recurring environmental submittals (e.g., waste manifests, safety plans) be required at contract or task-order level? Requirements are specific to each project and are determined at the task order level.

d. Contract Administration and Payment
   - How will task order invoicing be managed—one invoice per task order through IPP or consolidated billing by region? RFP Section G.5 provides direction.
   - Are retainage percentages and release procedures standardized across all CEUs? No.
   - Will progress payments be based on milestones, percent completion, or monthly draws? Refer to Section I, FAR clause 52.232-27 Prompt Payment for Construction Contracts.

e. Sustainment and Warranty Obligations
   - Are there defined warranty durations for construction and installed systems? Yes, dictated at the task order level by the individual servicing unit
   - Will task orders require post-completion service or maintenance periods? Possibly, dictated at the task order level by the individual servicing unit.
   - Are sustainment services (preventive maintenance, inspections, minor repairs) considered allowable under the RMACC III contract? The RFP introduction states the type of work predominantly covered by RMACC III.

f. Security, Access, and IT Requirements
   - Will contractors need CAC credentials or DHS suitability clearances for certain installations? Possibly, dictated at the task order level by the individual servicing unit.

- Will USCG facilities require cybersecurity measures or controlled information handling under DFARS 252.204-7012 or NIST SP 800-171? No.
- Are digital deliverables (designs, as-builts) required to be transmitted via a secure platform or specific file standard? Possibly, dictated at the task order level by the individual servicing unit.

Q26: Joint Ventures, Prime/Subcontractors, and Proposal Clarifications

a. JV Management Structure: Does the managing venturer need to hold a minimum equity percentage, or can management be decoupled from ownership share? Offeror shall comply with C.F.R. 124.513, 126.601 or 128.402 & FAR 9.6 and FAR 19 regulations regarding Joint Ventures.
b. DBE/SDB Goals: Are there specific Disadvantaged Business Enterprise (DBE) or Small Disadvantaged Business participation goals for Region 14, and can JV partner qualifications satisfy these? No goals identified in RFP.
c. Member Substitution: Post-award, under what circumstances (if any) can a JV member be replaced or the JV structure modified? Refer to answer 26a. above.
d. Key Personnel Commitment: Must proposed key personnel be identified and committed in Phase I, or only at task-order level? RMACC III RFP does not request identification of key personnel.
e. Staffing Plan Detail: What level of detail is required for Phase I staffing—resumes, certifications, and availability commitments? Offeror must decide what information to submit. Page limitations apply.
f. Multi-Region Strategies: If bidding multiple regions as separate JVs with overlapping partners, how should this be disclosed to avoid conflicts or redundancy concerns? Refer to revised Section L.3 at the beginning of this document.

Q27. Contract Servicing, Execution, and Operational Questions Region 14-Specific Considerations

- Hawaii Logistics & Mobilization: Are there special considerations, cost factors, or evaluation criteria related to mobilization to Hawaii and Pacific island locations? See Section L & M of the solicitation
- Jones Act Compliance: For waterborne transport of materials or equipment to Region 14 locations, will Jones Act compliance be required and how should related costs be structured? See FAR 52.247-64. Most task orders will be competed on a firm-fixed price basis. All applicable costs should be included in your proposed price
- Local Market Conditions: Will cost evaluations account for Hawaii's higher labor rates, material costs, and limited subcontractor availability? Region 14 proposals will be evaluated together. All applicable costs should be included in your proposed price.
- Time Zone Coordination: Are there specific communication protocols or business-hours expectations given Hawaii's time-zone difference from CONUS? During the solicitation for the RMACC, Region 14 will follow the times set in the solicitation. Task orders will follow standard business hours in Hawaii.

Task Order Competition & Award

- Fair Opportunity Process: Will all task orders be competed among regional contract holders, or will some be sole-sourced based on capability or capacity? See paragraph F.3 of the solicitation

Q28: Clarification of U.S. Coast Guard Regional Boundary – Northwest Florida

Respectfully request confirmation of the current U.S. Coast Guard regional (district) boundary applicable to Northwest Florida. Specifically, please confirm whether the boundary separating District 7 from District 8 continues to run:

- From the Florida coastline at approximately 84°04′34″ W,
- Northward to approximately 30°15′ N,
- Then westward to 84°45′ W, and
- Then north to the Jim Woodruff Reservoir,

as reflected in 33 CFR § 3.35 and prior district boundary references. Our intent is to determine whether Eglin Air Force Base and NAS Pensacola —located within the Florida Panhandle—falls under District 7 or District 8 for purposes of this solicitation and regional experience qualification.

Please confirm which U.S. Coast Guard region (District 7 or District 8) applies to project locations at or near Tyndall Air Force Base, Eglin Air Force Base, Hurlburt Field, Duke Field, NAS Whiting Field, as referenced in this solicitation.

A28: For the purposes of the RMACC III solicitation and resulting award—the entire state of Florida (geographical boundary) will be included as part of Region 7 (Southeast District/D7). Reminder Region 7 is 8(a) set aside. This changes Florida Panhandle from Region 8 to Region 7.

**3. REVISES Proposal Due Dates per the Table at the end of this amendment**

**REVISED Proposal Due Dates:**

**Regional proposals are due on the date in table below by 5:00 PM Eastern time.**

| RMACC Contract Region | Regional CEU | Contract Set-Aside | Revised Proposal Due Dates |
|---|---|---|---|
| Region 1 (USCG Northeast District, formerly District 1) | CEU Providence | 8(a) | 14 January 2026 |
| Region 5 (USCG East District, formerly District 5) | CEU Cleveland | SDVOSB | 07 January 2026 |
| Region 7 (USCG Southeast District, formerly District 7) | CEU Miami | 8(a) | 02 February 2026 |
| Region 7.5 (USCG Southeast District, formerly District 7.5) | CEU Miami | To Be Determined | To Be Determined |
| Region 8 (USCG Heartland District, formerly District 8) | CEU Miami | HUBZone | 07 January 2026 |
| Region 9 (USCG Great Lakes District, formerly District 9) | CEU Cleveland | 8(a) | 02 February 2026 |
| Region 11 / 13 (USCG Southwest/Northwest District, formerly District 11/13) | CEU Oakland | SDVOSB | 07 January 2026 |
| Region 14 (USCG Oceania District, formerly District 14) | CEU Honolulu | 8(a) | 14 January 2026 |
| Region 17 (USCG Arctic District, formerly District 17) | CEU Juneau | Total Small Business | 14 January 2026 |