DEPARTMENT OF THE ARMY

REQUEST FOR PROPOSALS No. DACA45-5-26-00264

ENHANCED USE LEASE (“EUL”)

COMMERCIAL AND/OR INDUSTRIAL FACILITIES

FORT LEE, VIRGINIA

DATE OF ISSUANCE: August 3, 2026

To be considered for award, proposals conforming to the requirements of this RFP must be received no later than **5:00 P.M. (EDT)** on **September 4, 2026**.

Questions regarding this RFP may not be considered after 12:00 P.M. (EDT) on August 21, 2026.

DISCLAIMER

The information presented in this Request for Proposals and all supplements, revisions, modifications, updates, and addenda thereto (collectively, the “RFP”), including (without limitation) narrative descriptions and information, is not represented to be all of the information that may be material to an Offeror’s decision to submit a proposal in response to this RFP or to develop, construct, manage, secure, and maintain the Project(s) (as defined below) on the Installations.

Neither the Department of the Army (“DA”), nor any of its contractors, subcontractors, officers, employees, counsel, advisors, or agents make any representation or warranty, whether expressly implied or created by operation of law, as to the accuracy or completeness of this RFP or any of its contents or materials referred to or provided pursuant to or in connection with this RFP, and no legal liability with respect thereto is assumed or may be implied. Any information or site description is merely provided to assist Offerors in their independent analysis of the decision to submit a proposal. The transaction contemplated by this RFP involves significant risks. Offerors and their advisors should review carefully all the information set forth in the RFP and any additional information available to them to evaluate such risks.

Except as expressly provided in a Business Terms Agreement or Enhanced Use Lease executed by DA, no additional representation or warranty, whether expressly implied or created by operation of law, will be made by DA. No person has been authorized to make or give on behalf of DA any other written or oral representation, warranty, or assurance with respect to the Project(s) or the accuracy or completeness of the information provided in this RFP or otherwise and, if any such representation, warranty, or assurance is made or given, it may not be relied upon by any Offeror as having been made by or on behalf of DA, and DA shall not have any liability for or with respect to such statements.

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REQUEST FOR PROPOSALS

ENHANCED USE LEASE(S)

Fort Lee, Virginia

1. EXECUTIVE SUMMARY

a. The Department of the Army ("DA") is issuing this Request for Proposals ("RFP" or "Solicitation") to solicit competitive proposals from private, public and/or not-for-profit entities interested in leasing non-excess DA land consisting of six (6) sites ("Properties") under a long-term lease agreement ("Enhanced Use Lease" or "EUL") at Fort Lee ("Installation"). The EUL that would result from this RFP would be for the purpose of the selected Offeror designing, financing, permitting, developing, constructing, installing, owning, maintaining, operating, securing, and decommissioning commercial and/or industrial facilities ("Project"). Prior to expiration of the EUL, the Lessee will be required to restore the Properties to the condition they were in prior to execution of the EUL, with the exception of improvements constructed as in-kind consideration.

b. Pursuant to its leasing authority codified at 10 U.S.C. § 2667 and provided as Attachment A, DA intends to execute an EUL with a selected Offeror ("Lessee") for a term of fifty (50) years. DA may consider an option to renew the EUL for an additional period of time following expiration of the initial fifty (50) year term if proposed by the Offeror in its Proposal and as further described in Section 6.4.a. Consideration to be paid by the Lessee for the EUL will be in-kind, cash, or a combination thereof in an amount not less than the fair market value of the lease interest as determined by an appraisal to be completed by DA. As part of the consideration to be provided to DA and as a requirement to be considered for award, the selected Offeror must provide in-kind consideration in the form of the design and construction of an aquatic center on Site 1. DA's preference is for the aquatic center to be constructed on Parcel 1 of Site 1 as depicted in Attachment B, but Offerors may propose its construction on Parcels 1, 2, 3 or 4 of Site 1. Additional in-kind consideration projects desired by Fort Lee include a multi-purpose facility and food pavilion, construction of a new Training Pavilion on Parcel 4 of Site 1, and expansion of the Army Transportation Museum on Parcel 5 of Site 1. More detailed information specific to in-kind consideration is provided in Attachment B.

c. The Lessee under the EUL will, in part (subject to the terms and conditions of the EUL), be authorized and responsible for financing, designing, developing, operating, securing, and maintaining the Project and shall be responsible for complying with all applicable federal, state and local laws, codes, ordinances and regulations, including

building codes, as they may be amended from time to time. The Project shall be viable without any commitment or contribution, monetary or otherwise, from DA. DA envisions that development of the Project will entail a well-planned and coordinated endeavor to utilize the Properties in a manner that will not conflict with adjacent Installation ongoing mission-related activities or the surrounding community.

d. Offerors may propose a Project on all or a portion of the Properties. Offerors may submit a proposal to develop a single site or multiple sites. Proposals must clearly identify the portion(s) and associated acreage(s) of the Properties proposed for lease by the Offeror.

e. This RFP may be amended or supplemented and all such amendments and supplements shall be considered part of this RFP (and references to the RFP shall include all amendments and supplements, unless otherwise specified). To receive any amendments or supplements to this RFP, Offerors will be required to refer to the RFP posting on sam.gov.

f. DA reserves the right, at any time, without notice, at its sole and absolute discretion, to (a) modify, update, supplement, revise, suspend, or waive any terms and conditions of this RFP; (b) independently waive any deficiency or irregularity in any proposal submitted where it is in the Government's best interest to do so; (c) reject any or all proposals at any time prior to award; (d) extend any deadline set forth in this RFP; (e) cancel the RFP process, in whole or in part; (f) make an award as a result of initial proposals submitted; (g) discuss any submission with the Offeror that submitted it and require the submission of additional information regarding any aspect of the Offeror's proposal; (h) make award to an Offeror who submits a proposal that is not the proposal that would provide DA with the highest value in terms of consideration to be paid under the EUL; and (i) initiate further discussions or negotiations directly with the Offeror (after DA selects it for award), if DA believes that the amount of consideration offered for the EUL in the Offeror's proposal warrants further refinement or enhancement.

g. DA's objective for this RFP and the Project is to maximize the financial return to DA through the lease of non-excess available land on the Installation. In leasing the Properties, DA will capitalize their value.

2. PROPERTIES AND PROJECT DEVELOPMENT

2.1 Available Properties. Six (6) sites are available for lease. These six (6) sites total 203 acres; however, only 187 acres are available for lease as approximately 16 acres from Site 1 will be excluded and designated for facilities to be constructed by the Lessee as in-kind consideration to the Army. Maps and site specific information for the Properties are provided in Attachment C.

2.2 Development Considerations. In considering whether to submit a proposal to develop the Properties or any portion(s) thereof, Offerors should consider the following factors:

2.2.1 Environmental Regulatory Requirements. The EUL and the Project will be subject to all applicable federal, state, local, Department of War and Department of the Army environmental laws, codes, ordinances and regulations, including but not limited to: National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321, et seq.; Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.; Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901, et seq.; National Historic Preservation Act (NHPA), 54 U.S.C. § 300101, et seq.; Native American Graves Protection and Repatriation Act (NAGPRA), 25 U.S.C. §§ 3001, et seq.; Endangered Species Act (ESA), 16 U.S.C. §§ 1531, et seq.; Migratory Bird Treaty Act (MBTA), 16 USC §§ 703, et seq.; the Bald and Golden Eagle Protection Act (BGEPA), 16 USC §§ 668, et seq.; Clean Air Act, 42 U.S.C. §§ 7401, et. seq.; and Clean Water Act, 33 U.S.C. §§ 1251, et seq.

2.2.2 National Environmental Policy Act (NEPA). NEPA requires federal agencies to consider the potential environmental impacts of a proposed major federal action (i.e., the Project) prior to making a decision or implementing such action. Prior to execution of the EUL, all necessary environmental studies and analyses under NEPA must be completed. The review of the environmental effects of the Project, as described in any proposal(s) provided in response to this RFP, must ensure compliance with NEPA, 42 U.S.C 4321 *et seq.*, under the Department of Defense NEPA Implementing Procedures, 30 June 2025, provided as Attachment D, and other Army applicable implementing guidance. These NEPA Procedures integrate NEPA into the decision-making process of DA by describing what actions are subject to NEPA's procedural requirements and the applicable level of NEPA review; ensuring that relevant environmental information is identified and considered early in the process in order to ensure informed decision making; enabling DA to conduct coordinated, consistent, predictable, and timely environmental reviews; reducing unnecessary burdens and delays; and by implementing NEPA's mandates regarding lead and cooperating agency roles, page and time limits, and sponsor preparation of environmental documents. While NEPA compliance is a federal agency responsibility and the ultimate decision remains with the federal agency, the Offeror(s) selected for award will be required to:

(1) Ensure their proposed action undergoes the appropriate level of environmental review and public engagement, as determined by DA, and that final NEPA documents are signed by an appropriate government DA official, as agreed to in the scope of work provided by DA.

(2) Program and allocate funds to accomplish NEPA compliance. NEPA must begin early in the decision-making process (i.e., as soon as practicable after the proposal for action is sufficiently developed for consideration) and be completed prior to implementing a proposed action (i.e., no later than prior to issuing a contractual notice to proceed for construction). Included are funds required to:

i. Prepare studies, surveys, etc., necessary to enable the environmental review.

ii. Execute the NEPA review process and complete NEPA documents.

iii. Conduct any mitigation specified in the applicable signed FONSI, or ROD, or required under any non-NEPA compliance document such as a Biological Opinion or Programmatic Agreement under other laws identified in 2.2.1.; inclusive of mitigation monitoring. Mitigation implementation timing, inclusive of funds obligation, is dependent on the specific mitigation measure and project, and depending upon compliance processes under the laws identified at 2.2.1., may be required to be implemented before, during, and/or after the execution of the action (e.g., pre-, during-, or post-construction).

(3) Ensure appropriate synchronization, contracting, and funding of other environmental requirements identified in 2.2.1, as appropriate. At a minimum, those additional supporting studies would include any surveys and documentation necessary to comply with NHPA, ESA, MBTA, BGEPA, and CWA, with any and all permit requirements under CWA, CAA, and RCRA, and with any other applicable statutory and regulatory requirements identified at 2.2.1.

i. All correspondence with regulatory agencies required for regulatory consultations will be transmitted by the Installation Commander, Garrison Manager, or their Deputy.

ii. Must ensure a NEPA scope planning document is prepared as part of the NEPA planning activities for the Offeror(s)'s action early on initial scope to facilitate communications with appropriate Army stakeholders, support budgeting requirements, and enabling NEPA execution preparation.

(4) Use an independent environmental contractor, subject to DA approval, selected in a manner that avoids any conflict of interest with respect to the

Project, and the environmental contractor must execute disclosure statements specifying that the environmental contractor, its employees, subcontractors, or any other parties participating in performing the required environmental analyses for the Project have no financial or other conflict of interest in the outcome of the Project.

(5) Ensure any mitigation measures specified in the applicable FONSI or ROD or under any other law identified in 2.2.1. are implemented, monitored for success, and accomplished.

(i) If any required mitigation actions significantly adversely affect the viability of the Project, DA and the selected Offeror(s) will enter into discussions to resolve any disputes regarding the implementation of any such mitigation actions. If DA and the selected Offeror(s) cannot resolve the disputes, DA reserves the right to terminate negotiations. Upon such termination, DA shall neither owe nor pay any fees, costs, expenses or monetary penalties to the selected Offeror for any reason(s) regarding or stemming from this Solicitation, and DA shall, at its discretion, be free to select another Offeror to further pursue the EUL and the Project, or to cancel this entire Solicitation.

(6) Fund the completion of the NEPA analysis and documentation, as agreed to in the scope of work provided by DA. DA will determine the appropriate level of NEPA analysis for the Project. DA will ultimately remain responsible for the accuracy, scope, contents, and adequacy of the environmental analyses and documentation, which shall be subject to review and approval by DA. DA will independently evaluate NEPA documents and remain the ultimate decision-maker for NEPA and all other environmental requirements.

2.2.3 Environmental Condition of Property Report. The selected Offeror will be required to fund completion of an Environmental Condition of Property (ECP) Report prepared in conformance with 42 U.S.C. § 9620 (h)(4) and Army Regulation 200-1 (27 Dec 07) and in general conformance with American Society for Testing and Materials (ASTM) Designation D6008-96 (2014), *Standard Practice for Conducting Environmental Baseline Surveys* prior to execution of an EUL. All correspondence with regulatory agencies will be transmitted by the Installation Commander or their Deputy. In addition, the selected Offeror must use an independent environmental contractor, subject to DA approval and selected in a manner that avoids any conflict of interest with respect to the Project, and the environmental contractor must execute disclosure statements specifying that the environmental contractor, its employees, subcontractors, or any other parties participating in performing the required ECP have no financial or other conflict of interest in the outcome of the Project. DA will ultimately remain

responsible for the accuracy and adequacy of the ECP, which shall be subject to review and approval by DA.

2.2.4 Infrastructure. Access to the Properties, as well as the provision of all utilities, will be at the selected Offeror/Lessee's sole cost and responsibility. The following infrastructure elements must be considered:

a. Utilities. The Offeror's Proposal must include a plan for providing utilities and infrastructure needs to the Properties as further discussed in Section 6.5 below, without disrupting current operations at the Installation. Additional information regarding utilities is contained in Attachment C.

b. Access Considerations. Access to the Properties will be coordinated with the Installation and appropriate municipal government. The selected Offeror will be responsible for constructing and maintaining any roads on the Installation that will serve the Properties and any associated costs. Maintenance will include routine maintenance and other services necessary to maintain its roads within the Properties.

c. Parking on the Properties. The selected Offeror must provide an adequate number of parking spaces on the Properties appropriate for the Project.

d. Physical Security. The selected Offeror, at its sole cost and expense, will be required to erect and maintain a fence and manually or electronically controlled gate(s) in accordance with United Facilities Criteria (UFC) 4-022-03 around the perimeter of the Properties or portion(s) thereof leased. Such fence shall not prevent DA from entering the Properties in an emergency situation without prior notification to the selected Offeror.

2.2.5 Police and Fire Protection. In the event police, fire, or EMS services are required by the Lessee or any of its contractors or invitees on the Properties, the Installation will provide such services on a reimbursable basis pursuant to separate agreements entered into between the Installation and the Lessee prior to execution of an EUL.

2.2.6 Legal Considerations.

a. Due Diligence. The Properties will be leased "as-is/where-is" without any warranties, representations or guarantees, either expressed or implied, of any kind, nature or type whatsoever, from or on behalf of the Government. The descriptions of existing conditions set forth in this Section 2 and Attachment C are intended to be a general description based on information currently available to DA. All Offerors will be responsible for performing all due diligence

investigations necessary to ascertain a more complete and accurate determination of existing conditions.

The Offeror is responsible for conducting its own due diligence and determining to its satisfaction that:

(1) The development of the Properties, as contemplated by the Offeror, can be accomplished in compliance with applicable federal, state, and local requirements (including fire, life safety, accessibility, zoning, state and local building codes, and all other local land use restrictions);

(2) The condition of the Properties is suitable for the Offeror's contemplated use;

(3) The necessary permits, variances, special exceptions and other governmental actions or approvals required for the contemplated development can be obtained at no cost or expense to DA; and

(4) The contemplated use is otherwise practical and economically feasible.

b. Taxes. The selected Offeror, during the term of the EUL, is responsible for any and all applicable state and local taxes, fees, assessments, including special assessments, utility rents, any charges imposed in lieu of ad valorem taxes, and all other taxes or charges levied against the Project or Lessee (including the costs of contesting such taxes), or assessments levied against the Lessee's interest in the use of the Properties or against its activities or operations on the Properties. However, in accordance with 10 U.S.C. § 2667 (f), if and to the extent the Properties (i.e., the underlying land) is later made taxable by state or local governments under an Act of Congress, the EUL shall be renegotiated.

c. Limited Title Search. The Properties may be subject to certain reservations, easements, restrictions and rights. A list of such known reservations, easements, restrictions and rights, upon current information and belief of the Government, will be provided to the selected Offeror prior to execution of an EUL. However, as provided in Section 2.2.6(a) above, each Offeror is responsible for conducting its own due diligence regarding the Properties.

d. Liability. The selected Offeror shall be responsible for all damages to persons or property that arise from or are incident to the selected Offeror's use of or activities on the Properties. The selected Offeror shall also be responsible for all materials delivered and work performed.

2.2.7 Prevailing Wages. So long as DA's interest in this Project is solely that of lessor of DA-owned land and: (i) DA is not a party to the contracts for construction of the Project, and (ii) there is no public funding for the Project's

construction or DA ownership or operation of the completed Project, the selected Offeror will be exempt from complying with the requirements of the Davis-Bacon Act, as amended, 40 U.S.C. § 3141, et seq. and the relevant rules, regulations, and orders of the Secretary of Labor. The selected Offeror/Lessee will be required to comply with the requirements of the Davis-Bacon Act, as amended, 40 U.S.C. § 3141, et seq. and the relevant rules, regulations, and orders of the Secretary of Labor for any covered contract(s) for the Project, including any work performed by the selected Offeror or its subcontractor(s) as in-kind consideration to be provided to DA.

2.2.8 Handicap Accessibility. The selected Offeror will be required to ensure that its design, development, construction, operation, and maintenance plans and activities on the Properties comply in all respects with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and the Architectural Barriers Act of 1968, 42 U.S.C. § 4151, et seq., as amended.

2.2.9 Buy American Act. The selected Offeror/Lessee shall be required to comply with the requirements of the Buy American Act, 41 U.S.C. §§ 10a - 10d, in the case of projects undertaken by the selected Offeror or any subcontractor for the construction of a public building or public work to be delivered by the selected Offeror to DA as in-kind consideration. “Public building or public work” means a building or work, the construction of which is carried on directly or indirectly by authority of, or with funds of, a federal agency, to serve the interest of the general public regardless of whether the title thereof is in a federal agency.

2.2.10 Army Determinations and Congressional Notification. Under 10 U.S.C. § 2667(a)(1-3), the Secretary of the Army must make certain determinations before entering into an EUL, including that (a) the Property is not excess property as defined by the Federal Property and Administration Services Act of 1949, as amended (40 U.S.C. § 102(3)), and is not at this time needed for other public use; (b) a lease of the Property is advantageous to the United States; and (c) a lease of such Property on the terms set forth in the Lease is in the public interest. In addition, 10 U.S.C. § 2667 (b) requires the Secretary of the Army to make certain findings with respect to the fair market rental value of the lease interest and any deviation of required lease terms. Pursuant to 10 U.S.C. § 2662 (b)(3), not less than 30 days prior to entering into an EUL whose annual payment will exceed $750,000, the Secretary of the Army must provide formal written notice to the Congressional Defense Committees advising of their intent to enter into the EUL. The Secretary of the Army may not enter into the EUL until the required notification process under 10 U.S.C. § 2662 is complete. The initial notification required by 10 U.S.C. § 2662 (b)(1)(A) prior to release of this Solicitation was completed by DA.

2.2.11 Protection of Community Support Facilities and Services. In order to protect the Department of War's morale, welfare, and recreation (MWR) programs and community support facilities and services, the EUL awarded as a result of this RFP shall be subject to 10 U.S.C. § 2667(b)(6). If the Secretary of the Army (or authorized designee) determines that the selected Offeror/Lessee will provide merchandise or services in direct competition with the covered entities specified in 10 U.S.C. § 2667(d)(1), e.g., the Army and Air Force Exchange Service (AAFES) or revenue-generating MWR non-appropriated fund activities, the EUL shall require the selected Offeror/Lessee to provide the covered entities the right to establish and operate a community support facility or provide community support services within the leased premises, or pay equitable compensation to the covered entities for the MWR programs in lieu of the operation of such facilities or services.

2.2.12 EUL Consideration. In exchange for DA entering into the contemplated EUL and in accordance with 10 U.S.C. § 2667, the selected Offeror will be required to provide consideration in the form of in-kind, cash, or a combination thereof, not less than the fair market rental value of the lease interest as determined by DA (i.e., rent).

2.2.13 Period Prior to EUL Execution. To accommodate the period for the selected Offeror to complete regulatory and permitting requirements such as NEPA, NHPA, an ECP, and other applicable requirements; secure Project financing; complete Project design; order long lead-time items; and complete any other tasks required to begin construction of the Project, DA and the selected Offeror will enter into a Business Terms Agreement (BTA), a sample of which is provided as Attachment E, or other equivalent agreement (EA) acceptable to DA at its sole discretion. The BTA or EA serves to protect both DA and the selected Offeror to ensure an EUL is executed in a timely manner and in accordance with milestones as agreed to by both parties. Attachment E is the standard BTA utilized by DA with selected Offerors prior to execution of an EUL. The BTA or EA will include milestones from its execution until execution of the EUL specific to the Project as submitted in the selected Offeror's Proposal and as may be further refined or negotiated with DA. The selected Offeror may request DA also issue a Right of Entry to the selected Offeror to allow for access to the Properties to conduct any necessary studies or tests.

2.2.14 Execution of an EUL. Upon completion of the milestones as identified in the executed BTA or EA, an EUL will be executed between DA and the selected Offeror. DA's standard lease is provided as Attachment F. Offerors are advised to thoroughly review Attachment F as substantive lease terms and clauses are rooted in statutory requirements unique to the Federal government.

2.2.15 Other Considerations. When preparing Proposals in response to this RFP, Offerors should be cognizant of the following:

a. DA will not participate in or allow its or the United States' interest in the land comprising the Properties to be used as security for financing for the Project or otherwise, including without limitation, providing any kind of guaranty or act in any way as a beneficiary for a financing vehicle.

b. In regard to any proposed Project-related financing to be obtained by the selected Offeror, DA as a general rule, will not approve any financing that includes requirements that operate to deny, restrict, or subordinate DA's right to terminate the EUL upon the selected Offeror's failure to cure an outstanding event of default thereunder. Any proposed Project financing that does not comply with this restriction must be explicitly identified in the RFP proposal for DA's unilateral review and evaluation.

c. The selected Offeror shall not cross-collateralize or cross-default the EUL, or the assets or revenues of the Project, without prior written approval of DA. The selected Offeror shall not assign, pledge, provide as collateral, or otherwise transfer its interest in the EUL, in the net cash flows, or in the ownership of the Project, in whole or in part, without prior written approval of DA. Where the selected Offeror will be arranging financing for the Project, it shall seek prior written approval of DA for any planned future changes in the Project ownership or cash flows.

d. The selected Offeror must establish and maintain positive relations and communications with state and local governmental authorities and the local communities during negotiations with DA and any of its representatives.

e. The selected Offeror will be responsible for any required coordination of its work schedule with DA to minimize disruption to Installation activities and operations. This coordination includes the work of any contractor or subcontractor that the selected Offeror retains in connection with the Project.

f. To the extent that may be required, the selected Offeror, its officers, agents, or employees or others who may be on the Properties at their invitation or the invitation of any one of them will comply with all Installation access requirements, including such requirements to obtain identification passes from Installation military police before admission to the Installation. Vehicles of such personnel will also be required to be registered with and issued temporary passes by the Installation military police before they may be driven onto the Installation. Such vehicles are subject to inspection by Installation military police, and, before temporary passes will be issued, drivers must present evidence that they comply

with the minimum insurance requirements of the state in which their vehicle is registered.

3. GENERAL INSTRUCTIONS FOR OFFERORS

a. This RFP is not for an acquisition of goods, services, or facilities for DA's consumption or use and as such, is not governed by the Federal Acquisition Regulation (FAR). This RFP supports a real estate transaction granting the use of DA controlled real property pursuant to 10 U.S.C. § 2667. DA is soliciting proposals to this RFP to form a decision on awarding an EUL on the Properties or portion(s) thereof. DA retains its right to authorize use of the Properties in any manner it deems appropriate, consistent with applicable laws and regulations.

b. In no event shall this RFP or any EUL executed as a result of this RFP require or otherwise obligate DA to purchase any service or product from the Project. DA makes no representations regarding the Offeror(s)' ability to secure an agreement(s) for sale and purchase of the services or products arising directly or indirectly from the Project, EUL, or the Property.

c. All information concerning this RFP, including generalized responses to questions from prospective Offeror(s), will be made available to all other prospective Offeror(s). If the information is necessary in submitting proposals, or if the lack of it would be prejudicial to any other prospective Offeror(s), the information will be provided in response to comments or may be furnished as an amendment to the RFP and be and posted on sam.gov.

d. Offeror's Proposal should comprehensively address each of the requirements set forth in this RFP and contain the Offeror's best terms. DA may, at its sole discretion, elect to make an award and enter into negotiations with a selected Offeror on the basis of initial proposals received without discussions, or DA may elect to conduct discussions with one or all Offeror(s), at any time, and for any reason, to clarify information in the Proposal, typically through negotiations after date proposals are due and prior to selection of an Offeror(s). Any discussions held will become part of the Offeror's Proposal, which shall be non-binding, and will be considered by DA in making its selection(s).

e. Proposals that fail to furnish required information or that fail to meet any terms and conditions of this RFP may be rejected by DA. Rejected Proposals will not be further evaluated. An Offeror whose Proposal is rejected will not be allowed the opportunity to amend their Proposal, and DA will only notify said Offeror that its Proposal has been rejected. DA will not provide the Offeror with an explanation of the rejection or the specific deficiencies of its Proposal.

f. By participating in this RFP process, Offeror(s) agree to indemnify and hold harmless the DA and the United States and each of its respective officers, employees, contractors, and consultants from and against any and all claims, liabilities, and costs related to this RFP, and under no circumstances will DA be liable for any real estate brokerage commissions, finder's fees, or other forms of compensation related in any way to activities undertaken by any person as a result of this RFP.

g. Offeror shall be responsible, at their own expense, for all costs associated with its Proposal, including but not limited to, preparation costs, legal consulting, engineering, permitting, and compliance with applicable laws and regulations, and DA is not responsible for any costs associated with Offeror's Proposal.

h. Entities eligible to submit a proposal are limited to those entities that are organized under the laws of the United States, its states, territories, or possessions; have majority domestic ownership and control; and have a physical place of business in the United States. All Offerors submitting a proposal will be reviewed for risks of undue foreign influence prior to decision making by DA. As part of its review, DA may require that an Offeror provides additional disclosures and information to inform the review. DA will not review proposals made by foreign persons or organizations. Determinations by DA that an entity is ineligible due to risk evaluations are subject to DA's sole discretion.

i. The following persons (including entities) are ineligible to be an Offeror or a team member of an Offeror or otherwise participate in the Project (including as a contractor, subcontractor, or professional): (a) any person that has been debarred or suspended from doing business with DA; (b) any person that is listed on the most current "Excluded Parties List System" published at https://www.sam.gov/, as updated from time to time; (c) any person who poses a security or safety risk, as determined by the Secretary of State, including but not limited to any person who either represents a country, or is a member of or provides political, financial, or military support to a group, that is listed in the most current "Patterns of Global Terrorism" report issued by the Secretary of State in compliance with 22 U.S.C. § 2656f, available from the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402 and also available at http://www.state.gov/j/ct/rls/crt/index.htm; (d) governments of a terrorist country; and (e) any person who is subject to a criminal indictment or information for a felony in any U.S. court. DA reserves the right to require any participant in the Project to confirm that it is not ineligible under the foregoing criteria.

j. Prior to execution of an EUL, Offeror(s) must provide DA with documented evidence demonstrating that it has or will have all funds/financing necessary to accomplish and complete planning, design, permitting, construction, and operation of the Project. Such documented evidence could include, but is not limited to, a corporate parent guarantee of credit facility, an appropriate financial or investment company guarantee of credit

facility, audited company financial statements, or other evidence of adequate financial resources that is acceptable to DA.

k. Prior to five (5) years of the expiration or earlier termination of the EUL, DA will require the Lessee to establish and maintain a decommissioning bond to manage the demolition of improvements installed on the Property, not including those improvements constructed as in-kind consideration, and restore it to the condition in which it existed on the date the EUL was executed.

l. The selected Offeror shall, at its sole expense, obtain all required permits and approvals and pay all required expenses and fees in connection with development of the Project.

4. SUBMISSION OF PROPOSALS

a. Offerors are required to comply with all instructions contained in this RFP, including without limitation, the instructions in this Section 4 regarding the written information required to be submitted, as well as the instructions in Section 5. Failure to comply with any of the instructions contained in this RFP may be cause for disqualification at the sole discretion of DA. Any information concerning this RFP given to any prospective Offeror will be furnished promptly to all other prospective Offerors.

b. Proposals must be received by **5:00 P.M. (EDT) on September 4, 2026** (the "Closing Time"). Proposals received after the Closing Time will not be considered. All proposals will be considered valid proposals for 180 days from the Closing Time. Proposals must be uploaded to the following link:

https://app.smartsheetgov.com/b/form/cf93578f30214be0bb0f62194db037ad

Proposals shall be uploaded as a single file. Offerors shall not upload appendices or other supporting documents as separate files. Offerors are solely responsible for ensuring that Proposals are successfully received prior to the Closing Time in accordance with the instructions provided in this RFP. DA assumes no responsibility for late submissions or transmission failures due to any reasons including, but not limited to, system delays, user or connection errors, technical difficulties, power outages, and/or unverified deliveries. When uploading proposals to the link, an email will be requested. The email provided by the Offeror should be the Offeror's point of contact. When submitting a Proposal via the link above, Offeror(s) will have the option to check a box that says, "Send me a copy of my responses."

c. DA has identified August 17, 2026, for a site visit. Offerors interested in touring the Properties should RSVP to DLL-usarmy.rfp.question@usace.army.mil by 12:00 P.M.

(EDT) on August 12, 2026. RSVPs should include attendee(s) name, organization or company it is affiliated with, and contact information. Number of attendees per organization or company may be limited to no more than four individuals at the discretion of the Installation(s).

5. RESTRICTIONS ON DISCLOSURE AND USE OF DATA

a. Offeror(s) should not include trade secrets or business-sensitive, proprietary, or otherwise confidential information in their proposal unless such information is necessary to convey an understanding of the proposed Project or to comply with a requirement in response to the RFP. Offeror(s) are advised to not include any critically sensitive proprietary detail. All submitted proposals are subject to 5 U.S.C. § 552, the Freedom of Information Act (FOIA), and Department of War's FOIA regulations found at Title 32, CFR, Part 286, and may be released publicly contingent on the FOIA exemptions identified in 5 U.S.C. § 552(b).

b. Offeror(s) who include in their proposals non-public data that they do not want disclosed shall mark the title page with the following legend: "Consistent with federal information disclosure statutes such as the FOIA, this proposal includes data that shall not be disclosed outside the Government and its representatives and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal." Further, Offeror(s) shall provide markings on each page noting any instances of non-public data. Consistent with all applicable FOIA laws and regulations, the final determination whether to release information shall, after appropriate consultation with submitters, be DA's.

c. If, however, an EUL is signed with this Offeror as a result or in connection with the submission of this data, DA shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting EUL or as needed for environmental documentation or the FOIA. This restriction does not limit DA's right to use information contained in this data if it is obtained from another source without restriction. Offerors should be aware that DA may share financial information with Congressional committees, if requested by the committees as part of their oversight function.

6. PROPOSAL COMPONENTS AND FACTORS FOR EVALUATION

6.1 Mandatory Minimum Requirement. To be considered for award, a Proposal must include the design and construction of an aquatic center to be provided to DA as in-kind consideration as described in Attachment B. Any Proposal that does not include an aquatic center as in-kind consideration will be eliminated from consideration.

6.2 Evaluation Factors. The five (5) evaluation factors, their corresponding Section in this RFP, and the allowable page limits in an offeror's proposal are identified in the following table.

Table 1

Factor	Description	Section	Page Limit
1	Project Description	6.4	5
2	Project Plan	6.5	10
3	Financial Capability	6.6	5
4	Organizational Structure, Experience, and Past Performance	6.7	10
5	EUL Consideration (Rent)	6.8	8

6.3 Proposal Format. The Proposal must include a title page or cover page with the Offeror's name, Offeror's complete address, and the name and contact information for Offeror's contact person (i.e., telephone and email) to whom questions or requests for information are to be directed. Proposals should be on 8.5 x 11-inch pages with margins no less than one inch on all sides and standard 12-point font using Adobe Systems Portable Document Format (pdf). Microsoft Word documents will not be accepted.

Any pages exceeding the page limits for each Section of the Proposal in Table 1 above will be destroyed and not evaluated. Supporting data such as maps, references, resumes, cost estimates, etc., that are attached or appended to the Proposal do not count against the page limits indicated in Table 1; however, such pages cannot exceed 10 pages in total. If any part of such supporting data is included within the text of the Proposal, such text will count against the page limits.

6.4 Project Description.

a. Project Narrative. Proposals shall include a project narrative that provides a high-level overview of the proposed Project, Offeror's rationale for pursuing the Project, and the specific site(s) and associated acreage(s) within the Properties proposed by Offeror for development. Proposals shall provide a statement whether Offeror would like DA to consider an option to renew the EUL for an additional period of time following expiration of the initial fifty (50) year term or whether no renewal period is proposed. If a renewal period is proposed, Offeror shall cite the number of years proposed for such renewal

period and explain and justify in its Proposal the purpose or need for such renewal period.

b. Project Depiction. Proposals shall include a drawing or graphic depicting the specific site(s) and associated acreage(s) proposed for lease within the Properties, as well as the proposed facilities' conceptual layout. Proposals should describe or depict the structures to be constructed and their proposed use, associated square footage, proposed structure(s) height (i.e., 1-story, 2-story, etc.), plans for parking (i.e., parking garage or surface parking, approximate number of spaces, etc.), proposed access to the Properties from the nearest public or Installation road, and any proposed roads or other improvements within the Properties to be leased. At Offeror's discretion, such imagery may include drawings, site plans, floor plans, or elevations.

c. Market Support. Proposals should provide rationale of market support or demand for the proposed Project, including any unclassified implications of the Project to National Defense or defense industry. Evidence of any initial commitments from vendors to purchase materials if Offeror is selected should be included, with any Defense-aligned commitments annotated.

6.5 Project Plan. Proposals shall include a description of the proposed plan for executing the Project, including a description of the following elements.

a. Project Approach. Proposals shall include a description of the planned approach for executing the proposed Project, to include the total anticipated cost of the Project. Offeror(s) should include a description of the resources anticipated for the Project and which resources and materials will be sourced domestically or abroad. Special emphasis must be placed on avoiding materials sourced from Foreign Entities of Concern (as defined in 42 U.S.C. § 18741 (a) (5)) where practical. No sources from Prohibited Foreign Entities (as defined in 26 USC 7701 (51)) will be permitted. Offeror(s) should identify any anticipated shortcoming within the anticipated supply chain for the Project which could delay their deployment.

b. Milestones. Proposals should include a list of key milestones for the proposed Project. DA expects the Offeror to demonstrate an aggressive, yet achievable, timeline to execute an EUL, construct the Project, and begin operations. Milestones may be further refined through negotiations between DA and a selected Offeror. At a minimum, the milestones must include the following along with the number of calendar days within which each milestone will be met following the receipt of a Notice of Selection: (i) execution of the BTA or EA, which will be the agreement between the selected Offeror and DA until execution of the EUL; (ii) initiation and completion of environmental studies; (iii) completion of design and engineering plans; (iv) obtaining building permits; (v) lease execution (vi) securing financing; (vii) securing utilities; (viii) selection of

contractor(s); (ix) start and ending dates for construction; (x) certificate of occupancy; (xi) anticipated completion date of the aquatics center to be provided as in-kind consideration; and, (xii) period to decommission the Project and restore the Properties to the condition they were in prior to execution of the EUL.

c. Regulatory Approvals/Licensing Strategy. Proposals shall describe the Offeror's approach to acquiring all necessary federal, state, and local permits for the Project, to include but not limited to meeting any utility interconnection, CERCLA, NEPA and NHPA requirements. Proposals should address anticipated air and water discharges on the Property from the Project, with discussion of how the Project will comply with applicable environmental requirements. Proposals should include discussion of site and occupational safety requirements and measures. Proposals should express agreement of Offeror to indemnify and hold DA harmless for any CERCLA compliance requirements or enforcement issues related to the Project and will assume all responsibility for RCRA and any other permits or legal challenges to Project operations. Any lease will comply with 10 U.S.C. 2692, as applicable.

d. Community Impact. Proposals shall describe Offeror's planned local outreach and engagement for its potential development of the Project on the Property to assess local sentiment and any risks or opposition to its execution. Offeror should describe how it would propose mitigating or addressing any such risks or opposition. Proposals should address potential impacts both on-Installation (i.e., housing, training, etc.) and for the surrounding communities (off-Installation) where reasonably foreseeable impacts could occur. Proposals shall address mitigation to reduce or eliminate any negative impacts to the Installation or local community as a result of this project.

e. Infrastructure. Proposals shall detail all utilities essential for the Project, including but not limited to natural gas, water, sanitary sewer, electrical power, and telecommunications. The Proposal shall outline the proposed methods for securing each required utility, including any necessary permits, connections, or service agreements, and will address coordination efforts with the Installation to ensure timely and compliant utility access. Proposals must identify any easements offeror believes it may require for utilities to, or from, the Property, an assessment of upgrades that will be required to the installation's grid (substations, transmission, distribution, other power infrastructure). Proposals shall detail all other necessary infrastructure for the Project, including access roads.

f. Security Plan. Proposals shall include a proposed Security Plan to mitigate potential cyber, physical, supply chain, and other security risks associated with the Project. As part of DA's evaluation of Proposals, DA may contact the Offeror(s) and/or proposed Project team members for additional information about the proposed Security Plan. DA anticipates working with the selected Offeror to refine the proposed Security Plan. DA

anticipates that the final Security Plan will be tailored to both the scope of activities proposed by the Offeror(s) and the security needs of the site and Installation, based on existing standards. Once an EUL is executed, the Project will be subject to ongoing security reviews and monitoring during the term of the EUL. In the event a security risk is identified, DA may require additional risk mitigation measures, potentially to include amending the Security Plan.

g. Utility Efficiency. Proposals shall describe how Offeror will incorporate utility efficiency measures into each stage of the Project, including but not limited to power, water, wastewater, and stormwater best management practices. Offeror should acknowledge any identified limits on utility availability at the Property and describe its plans for achieving Project goals while adhering to those limits. Proposals should provide a general assessment of any potential water quality or supply quantity concerns that could impact the Project or result from the Project. Proposals shall address mitigation to reduce or eliminate any negative impacts to the Installation or local community as a result of the Project due to utility usage.

h. Community Support Facilities and Services. Proposals must identify whether any proposed commercial or industrial facilities and/or use(s) involve the sale of merchandise, food and beverage services, recreational services, lodging support services, or other community support services that may compete with the operation of covered entities specified in 10 U.S.C. § 2667(d)(1), e.g., AAFES or revenue-generating MWR non-appropriated fund activities. If applicable, Offerors must explicitly address how they plan to comply with 10 U.S.C. § 2667(b)(6) as described in Section 2.2.11 (via on-site operation rights or equitable compensation).

6.6 Financial Capability.

a. Financial Strategy. The Proposal shall demonstrate a clear and credible financial strategy for the proposed Project, encompassing all phases from initial development through decommissioning. This strategy should address securing necessary capital, managing financial risks, and ensuring long-term financial sustainability of the Project. The strategy should include the anticipated sources of funding at each Project phase (i.e., design, licensing, construction, and operation), as well as address how cost-overruns will be managed within the Project, should they occur. The Offeror(s) should include a proposed capitalization table showing the existing and proposed legal entities involved in the ownership, funding, and development of the Project and the anticipated capital commitments from each. Capital commitments should detail the timing, amount of funding, and any conditions associated with capital injections.

b. Bonding Capacity. DA may require Offeror(s) to provide evidence of bonding capacity to fulfill the decommissioning bonding requirement and show how the bond amount(s)

are derived. In the event an alternative to bonding is being proposed, the Offeror(s) may provide information on the alternative and explain how it better protects DA's interests versus a surety bond.

c. Sufficient Funds. The Offeror(s) shall provide evidence of sufficient funds or financing to support the proposed EUL and Project, including permitting, engineering, design, construction, and operation and maintenance of the Project throughout the proposed term of the EUL. This could include, but is not limited to, a corporate parent guarantee, letter of credit facility or similar documentation. Preference will be given to Proposals that identify sufficient liquid, committed capital to provide the necessary financial foundation for the Project.

6.7 Organizational Structure, Experience, and Past Performance.

a. Organizational Structure. Proposals shall provide a narrative detailing the Offerors' corporate organizational structure, including legal form of ownership and management. Within the project team, the Offeror(s) should describe the key individual personnel with responsibility for implementing the Project, to include roles and responsibilities and expertise. If the Offeror(s) is teaming with one or more business organizations for any portion of the Project, then it shall provide a narrative detailing (i) what each organization is responsible for performing; (ii) the extent to which the organizations have worked together in the past as evidence of capability in Section 6.7.b below; (iii) legal form of ownership and management of each organization; (iv) expressly identify the organization that will be accountable and responsible for Project financing, development, construction, performance, operation, management, and sustainment for the Project; (v) identify the key management personnel designated and authorized to represent the Offeror(s) in all negotiations with the Government and throughout the transaction execution and financial closing process; and (vi) the governance structure between the teaming organizations, to include any mechanisms or provisions that exist within the teaming structure or agreements to ensure successful deployment should there be changes in the team composition, such as an organization team member leaving or a new organization team member joining.

b. Experience and Past Performance. Proposals shall provide a narrative describing the Offeror's experience:

(1) Managing and executing Projects similar in scope, magnitude, and complexity to the proposed Project;

(2) Experience with state or federal NEPA and other permitting and projects on government-controlled land;

(3) Demonstrate a strong track record of compliance with environmental permits and regulations (air emissions, water discharge, waste management), with no significant violations;

(4) Experience financing and constructing projects with capital expenditures, indicating the ability to marshal resources for a project of this magnitude;

(5) Experience integrating major utility systems (i.e., power, water, wastewater, etc.) into a project, including any required upgrades or new infrastructure development. If an Offeror cannot demonstrate experience with a project as proposed here, the Offeror may describe projects that demonstrate recent comparable experience. Proposals shall include information on at least one (1) and no more than three (3) reference projects, either in progress or completed within the past five (5) years, that are similar in scope, magnitude, and complexity to the proposed Project. Such information shall include details explaining the financing, design, construction, management, and operation of those projects, stating specifically how the Offeror(s) accomplished them. If another party accomplished them, name the party. Also include the location, cost, schedule, and any other relevant information. Projects may include those with the federal government, state or local governments, or commercial entities.

6.8 EUL Consideration (Rent)

a. Amount and Type of Consideration.

(1) Minimum consideration to be provided by the lessee to DA for the EUL is the design and construction of an aquatics center with the minimum requirements as identified in Attachment B. Proposals shall provide a narrative and illustration depicting the center to be constructed, its anticipated location within Site 1, its anticipated cost, and its anticipated completion time following execution of an EUL.

(2) Additional consideration desired by DA includes design and construction of a multi-purpose facility and a food pavilion, expansion of the Army Transportation Museum, as well as construction of a new training pavilion all as further described in Attachment B. Any additional consideration to be provided by the Offeror should be clearly described in its Proposal together with associated costs and timing to be completed.

b. Substantiation of Consideration Proposed. The proposed consideration shall be substantiated with relevant empirical and quantitative data and analysis to include (i) current real estate market conditions for similarly situated property, and (ii) consideration of all relevant facts and circumstances that Offeror believes may influence the proposed consideration.

7. EVALUATION OF PROPOSALS

7.1 Overview of Evaluations. Following the RFP proposal submission deadline, DA will initially review all submissions for completeness and adherence to the requirements and conditions set out in this RFP. Complete and acceptable submissions will be further reviewed and evaluated by DA.

Offeror's Proposal will be evaluated to determine whether it meets the mandatory minimum requirement as described in Section 6.1. If a Proposal does not meet this mandatory minimum requirement, it will be eliminated from consideration. If a Proposal does meet this mandatory minimum requirement, it will be further evaluated as described below.

DA intends to review all factors set forth in Table 1 above with selection based on an integrated assessment of the factors. A rating of Exceptional, Acceptable, or Unacceptable as defined in Table 2 below will be assigned to each of the five (5) evaluation factors, as well as an overall rating assigned to each Proposal. DA may elect to rank Proposals in order and establish a "competitive range". After evaluation of Proposals is complete, DA will select the Offeror whose Proposal offers the best overall value.

Table 2

CODE	RATING	DEFINITION
E	Exceptional	The Offeror has addressed many of the elements in a manner that demonstrates superior added value above an acceptable response and has addressed substantially all of the remaining elements in this factor in a manner that demonstrates high added value above an acceptable response.
A	Acceptable	The Offeror has addressed all of the elements in an acceptable manner.
U	Unacceptable	The Offeror has failed to address substantially all of the elements in an acceptable manner.

7.2 Conditional Selection Notice or Selection Notice. DA may elect to issue a conditional selection notice or selection notice to an Offeror based upon its review of initial Proposals. If DA does not make a selection based on initial Proposals, Offerors whose submissions are found to be within the competitive range may be given the opportunity to make a formal presentation to DA and respond to questions regarding their Proposal. Following formal presentations, DA may ask Offerors within the

competitive range to submit their Final Revised Proposal ("FRP"). Once submitted, DA will treat each Offeror's FRP as a firm proposal submission that supersedes that Offeror's Proposal originally submitted.

7.3 Evaluation Criteria. Proposals will be evaluated based on the following five (5) factors (also identified in Table 1 above) that are equally weighted:

7.3.1 Project Description. Proposals shall be evaluated by DA to determine:

(1) project feasibility, including viability of Offeror's plan for obtaining funding for the Project;

(2) compatibility with National Defense and potential risks;

(3) assessment of best use of the Property considering specific tract(s) and acreage(s) proposed for lease; and

(4) Project impact(s) on the local environment, natural resources, and the surrounding communities.

7.3.2 Project Plan. Proposals shall be evaluated by DA to determine the acceptability of Offeror's plan to provide utilities and access to the Property, as well as support services such as police and fire protection and waste removal; the overall acceptability of the Offeror's Milestone Timetable, as well as feasibility of the Offeror meeting the Milestones; and the Offeror's approach to acquiring all necessary federal, state, and local permits for the Project, to include but not limited to meeting any utility interconnection, CERCLA, NEPA and NHPA requirements.

7.3.3 Financial Capability. Proposals shall be evaluated to determine:

(1) Offeror's strategy and capability to fund the Project's development activities and structure, arrange, and manage the financing required for the successful execution, implementation, management, and decommissioning of the Project and its consistency with accepted commercial practices for similar projects, and

(2) demonstration of sufficient financial capability, bonding capacity, and institutional relationships necessary to finance and develop a project of the size, scope and complexity contemplated in this RFP.

7.3.4 Organizational Structure, Experience, and Past Performance. Proposals shall be evaluated by DA to assess the feasibility of the Offeror's plan and its demonstrated experience and success performing similar projects. DA will evaluate whether Offeror's Proposal(s) clearly demonstrates an understanding of what efforts are required to deliver the Project. DA will also evaluate whether

Offeror's Proposal demonstrates an understanding and willingness to comply with requirements unique to developing the Project on DA land.

7.3.5 EUL Consideration (Rent). To present the most competitive Proposal, Offerors should maximize proposed in-kind consideration. Proposals will be directly evaluated on the value and alignment of the additional in-kind consideration projects to be provided by the Offeror in accordance with DA's preferences outlined in Attachment B.

8. NOTICE TO AWARD

a. DA will provide the selected Offeror with a written notification of its selection (the "Selection Notice"). DA may issue a Selection Notice that is conditional (a "Conditional Selection Notice") upon the selected Offeror and the DA reaching agreement, within a timeframe specified in the Conditional Selection Notice, on certain matters regarding the Offeror's Proposal that are not acceptable to the DA or with respect to which it requests clarification. If the DA issues a Conditional Selection Notice and the conditions set forth therein are met, DA will then issue a Selection Notice. If DA issues a Conditional Selection Notice and the conditions are not met, as determined by the DA in its sole and absolute discretion, then the conditional selection of the selected Offeror may be revoked by the DA (which revocation may operate automatically and without any action on the part of the DA if the Conditional Selection Notice so provides), and, upon such termination, DA shall neither owe nor pay any fees, costs, expenses, or monetary penalties to such Offeror for any reason(s) regarding or stemming from this RFP and its process, and DA shall, at its discretion, be free to select another Offeror in order to further pursue the EUL and Project.

b. The Selection Notice shall be conditioned on the selected Offeror and DA agreeing on a final Milestone Timetable to be attached to the BTA or EA and execution of the BTA or EA by the selected Offeror no later than ninety (90) days from the date of the Selection Notice unless DA agrees to extend this time at its sole discretion. Failure of the selected Offeror and DA agreeing to a Milestone Timetable and executing the BTA or EA within the ninety (90) day period described above may result in the immediate termination of this RFP with respect to the selected Offeror, and DA shall be free to select another Offeror without liability to the selected Offeror therefore. Upon such termination, DA shall neither owe nor pay any fees, costs, expenses, or monetary penalties to such Offeror for any reason(s) regarding or stemming from this RFP and its process, and DA shall, at its discretion, be free to select another Offeror to further pursue the EUL and Project.

c. If the DA and the selected Offeror agree to a Milestone Timetable and sign the BTA or EA, the selected Offeror will be required to meet the terms, conditions, and

milestones within the timeframes agreed upon, with any such extensions or modifications that DA agrees to at its sole discretion. If the selected Offeror fails to meet any of its milestones in a timely manner, DA shall have the right, at its discretion, to provide written notice terminating all future discussions with and rights of the Offeror under this RFP and the BTA or EA. Upon such termination, DA shall neither owe nor pay any fees, costs, expenses, or monetary penalties to the selected Offeror for any reason(s) regarding or stemming from this RFP and its process, and DA shall, at its discretion, be free to select another Offeror in order to further pursue the EUL and Project.

d. Upon completion of all milestones and satisfaction of the requirements of 10 U.S.C. § 2667 as identified in Section 2.2.10 above, the selected Offeror will enter into an EUL with DA.

e. 10 U.S.C. § 2695 allows DA to collect administrative expenses incurred by DA in connection with a lease of real property with a non-Federal person or entity. Administrative expenses may cover appraisals, survey costs, costs for environmental documentation (such as the cost of the NEPA documentation and the ECP Report), and other work necessary for preparing and processing the EUL. If after DA issues a Selection Notice to an Offeror, the selected Offeror is unable to enter into the EUL in accordance with the BTA or EA, the selected Offeror may be required, at DA's discretion, to reimburse DA such administrative expenses, and DA may choose to either select another Offeror or cancel this RFP. If DA selects another Offeror, such Offeror will only be responsible for any additional administrative expenses incurred by DA in connection with the EUL.

9. MISCELLANEOUS TERMS AND CONDITIONS APPLICABLE TO THIS RFP

9.1 Questions and Information. Questions, requests for clarifications, and general information requests must be submitted to DLL-usarmy.rfp.question@usace.army.mil. The subject line of the email shall read **"Request for Proposals No. DACA45-5-26-00264**. Responses and any amendment to the RFP will be provided through a posting on sam.gov. After 12:00 P.M. (EDT) on August 21, 2026, questions may not be considered. DA, in its sole and absolute discretion, reserves the right to provide all prospective Offerors with copies of any Offeror questions it receives and any answers, clarifications, and information it provides in response thereto, if it determines that doing so may be of general interest to potential Offerors. All Government communication regarding this RFP shall be from the Headquarters, U.S. Army Corps of Engineers.

9.2 Authorizations by Submission of Proposal. Any and all information provided by an Offeror, its team members, or key personnel may be used by DA to conduct credit and background checks.

9.3 Teaming Arrangements and Special Purpose Entities. Multiple Offerors may form a joint venture for the purpose of submitting a proposal in response to this RFP. A special purpose entity may also be created for the purpose of submitting a proposal. DA may require that financial and performance guarantees be provided by these and other Offerors as well as team members. DA will not be involved in facilitating partnering or teaming arrangements.

9.4 DA Mandatory Requirements. The selected Offeror/Lessee shall be required to comply with specific requirements for AT/FP and operations security, as established by the Installation, and which may be amended from time to time.

9.5 Relationship between DA and Offeror(s). Any relationship between DA and an Offeror(s) arising from this Solicitation is subject to the specific limitations, terms, conditions, and representations expressed in this RFP.