AMENDMENT NO. 3
REQUEST FOR LEASE PROPOSAL NO. 36C10F25R0036
June 3, 2026
Veterans Affairs (VA)
Baltimore, MD OPC

This Amendment updates the Government's requirements for parking, shell components and utilities and requests additional information on operating costs. These changes will be used for all further technical and price evaluations.

1. The Lease Design Narrative (LDN) issued with the RLP is hereby replaced. Attachments to this Amendment include the updated LDN.

2. The Lease is a fully serviced lease, **net of utilities and janitorial services**.

3. Attached to this Amendment is an excel worksheet. Offerors must complete this workbook providing additional detail and explanation of its operating costs on GSA Form 1217.

4. GSA Form 3517B General Clauses issued with the RLP is hereby replaced with the latest version (rev 4/26) attached to this Amendment.

5. Request for Lease Proposal (RLP) Section 1.02 C is hereby deleted and replaced with the following:

   C. The Government is seeking no fewer than the number of parking spaces mandated by local code and no more than **600** structured/inside parking spaces and/or surface/outside parking spaces, reserved for the exclusive use of the Government. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror must include the cost of this parking as part of the rental consideration.

6. The Lease (L100) paragraphs listed below are hereby replaced as follows:

1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM, AND OCCUPANCY DATE

A. The Government requires **600** structured/inside parking spaces and/or surface/outside parking spaces as depicted on the plan attached hereto as Exhibit X, reserved for the exclusive use of the Government. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror must include the cost of this parking as part of the rental consideration.

1.06 LIST OF RLP DOCUMENTS

The following document is hereby replaced:

Appendix A.2 - Lease Design Narrative (April 2026)

3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER

A. The Lessor must be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor must, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building

and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, must be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor must be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor must provide to space planners, architects, engineers, construction subcontractors, etc. all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.37 RESTROOMS

A. Lessor must provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government in compliance with local code.

Separate restroom facilities for men and women must be provided with sufficient fixtures (water closets, sinks and urinals), in accordance with local code or ordinances. Each restroom must have water closets enclosed with stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals must not be visible when the exterior door is open. These facilities must be located on each floor occupied by the Government in the Building and must be located so that employees will not be required to travel more than 500 feet on one floor to reach the restrooms.

B. Each restroom must contain the following:

1. A mirror and shelf above the lavatory.

2. A toilet paper dispenser in each water closet stall that will hold the equivalent of at least two standard-sized rolls and allow easy, unrestricted dispensing.

3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.

4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.

5. A sanitary napkin/tampon dispensers and disposal bins in each Women, Unisex, and Family toilet room/restroom.

6. A disposable toilet seat cover dispenser. NOTE: In accordance with the Resource Conservation and recovery Act (RCRA) of 1976.

7. Newly installed restroom partitions must be made from recovered materials.

8. A diaper changing station in each restroom.

9. For Multi-Stall Restrooms: A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.

3.40 HEATING, VENTILATIONS, AND AIR CONDITIONING

A. Central HVAC systems must be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor must provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems must be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss or affected by solar radiation at different times of the day, must be independently controlled.

C. Equipment Performance. Temperature control for office Spaces must be provided by concealed central heating and air conditioning equipment. The equipment must maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place must be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration

must occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation must be provided in accordance with American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality. Lessors must comply with: (a) the version of ASHRAE Standard 62.1 that corresponds with how the HVAC system was designed to perform, or (b) ASHRAE Standard 62.1-2004 – whichever is later.

F. For all refrigerant-containing equipment (i.e., containing chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), and hydrofluorocarbons (HFCs)), the Lessor must comply with the associated regulations (40 CFR 82 and 84) to use acceptable refrigerant substitutes when equipment is replaced, retrofitted, or when newly purchased. The Lessor must comply with the associated regulations (40 CFR 82 and 84). The Lessor must track the type and quantity of refrigerant used in each chiller, air conditioning, and refrigeration system containing 50 pounds or more of refrigerant. Upon request, the Lessor must provide the Government with the dates for planned replacement or retrofit of equipment with CFC or HCFC refrigerant. Upon request, the Lessor must provide the Government with the dates for planned replacement or retrofit of equipment with CFC or HCFC refrigerant.

G. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space must be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the ANSI/ASHRAE Standard 62.1 version referenced in sub-paragraph E above. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1.

H. Restrooms must be properly exhausted, with a minimum of 10 air changes per hour.

I. Intentionally Deleted.

J. Where the Government shall pay utilities, the following must apply:

1. An automatic air or water economizer cycle must be provided to all air handling equipment, and

2. The Building must have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system must be fully supported by a service and maintenance contract.

3.51 SYSTEMS COMMISSIONING

A. The Lessor must incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. These systems include, at a minimum, heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems. The commissioning must cover work associated with TIs or alterations. Recommissioning is required to ensure that the systems are operating properly during the Lease term if Building systems are impacted by alterations. In the event the Government exercises a renewal option, recommissioning is required within 60 days after the exercising of the option.

B. The Lessor must submit a written commissioning plan prior to completion of CDs. In instances involving minimal improvements not requiring DIDs, the plan is due within 60 days prior to Space acceptance. The plan must include:

1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and

2. A description of how commissioning requirements will be met and confirmed.

C. The Lessor must submit a final commissioning report once tenant improvements are completed. The report must include results and supporting documentation for each section of the commissioning plan. The final report must be provided to the LCO or designated representative within 60 days after substantial completion.

6.02 UTILITIES

A. Intentionally Deleted.

B. The Lessor is responsible for ensuring all public utilities necessary for operation are available and operable at the site at the time of final inspection, including, but not limited to, any deposits and hook-up fees related to utilities (for example, water tap and connection fees, sewer tap and connection fees, and similar charges).

All offerors (including any new offerors) shall submit proposals no later than **July 6, 2026, by 4:00 PM ET.** Proposals must be submitted via email to the Lease Contracting Officer (LCO), Earnest Jackson, Jr. at earnest.jackson@va.gov and to VA's Broker, Patricia Restrepo at patricia.restrepo@chartwellenterprises.com.

Attachments:

1. Appendix A.2 – Baltimore Lease Design Narrative (LDN) – version with updates identified (i.e., tracked changes)

2. Appendix A.2 – Baltimore Lease Design Narrative (LDN) – version with no tracked changes (i.e., Lease Exhibit)

3. Excel File to be completed by Offerors regarding Operating Costs on their respective GSA Form 1217

4. Updated GSA Form 3517B (rev 4/26)

5. Updated Lease (L100)

---------- END OF AMENDMENT ----------

Signed June 3, 2026

EARNEST JACKSON

Digitally signed by EARNEST JACKSON
Date: 2026.06.03 08:28:05 -04'00'

Earnest Jackson, Jr.
Lease Contracting Officer

All respondents to this RLP shall acknowledge receipt of this Amendment No. 3 by initialing every page of the Amendment and signing in the space provided below. The acknowledgement must be received with the offer.

Receipt of Amendment No. 3 is hereby acknowledged:

FOR THE OFFEROR:

_____
Company

_____
Offeror Name (printed)

_____
Offeror Signature

_____
Offeror Title

_____
Date