

Occupant Handbook

A GUIDE FOR STATE AGENCIES IN LEASED FACILITIES



DEPARTMENT OF
GENERAL SERVICES

DIVISION OF REAL ESTATE SERVICES

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Preface

Under Section 2.2-1149 of the Code of Virginia, no state department or institution shall acquire property without following the guidelines adopted by the Department of General Services (DGS) and obtaining prior written approval from the Governor. DGS shall review and recommend either approval or disapproval for every proposed acquisition of real property and every proposed use or occupancy of real property by any department, agency or institution of the Commonwealth.

In addition, Executive Order 75 in 2007 charged DGS with establishing an integrated real estate portfolio management system for leased and owned property, which includes strategic planning, transaction management, lease administration, and an integrated management information system for the agencies and institutions of the Executive Department.

To fulfill the mission of Section 2.2-1149 and Executive Order 75, DGS created the Division of Real Estate Services (DRES).

Introduction

DRES prepared this handbook to assist state agencies, boards, and commissions in their occupancy of leased facilities. This handbook is intended to be used in conjunction with the Commonwealth's lease for the particular leased facility.

Each leased facility has unique characteristics related to its operation and maintenance. In addition, each agency has its own operation guided by its mission. Day-to-day occupancy of a leased facility requires independent judgment and interpretation of the given situation. This handbook does not create any rights, responsibilities or liabilities of the tenant, occupant or landlord. A fully executed lease agreement is the legally binding document that establishes the legal relationship between the parties.

This handbook is organized by topic and designed to assist agencies (as occupants) in understanding the organization and responsibilities within a standard DGS lease structure, in that it:

- Provides definitions of normal terms as used in the operation and maintenance of facilities;
- Assists with the day-to-day operations of a leased facility;
- Highlights standard Commonwealth lease terms related to facility maintenance and operations;
- Provides agencies with a tool to assist in tracking communication with landlords; and
- Provides direction to an agency when landlords become unresponsive.

Each property is unique and the terms of the lease for the facility are unique. The specifics of any given situation for a leased facility are reviewed under the context of the terms of the associated lease, which may differ from what is stated in this handbook. Contact the DRES Transaction Manager or Lease Administration Team at (804) 371-7200 if you have any questions.

Definitions

Common Area: Common areas are those spaces of a property that are accessible and usable by all the tenants of a particular leased property. For example, in a multi-tenant building, common areas would include parking lots, sidewalks, entrance ways, building lobby, common hallways, elevators, common bathrooms, etc.

Common Area Maintenance (CAM): CAM expenses include all the costs associated with owning, maintaining and repairing common areas. If CAM is included as part of leasing a particular facility, generally each tenant/occupant pays its proportionate share of CAM expenses during the term of the lease.

Commonwealth Lease: DRES has a standard Commonwealth lease format that is used in all new leases. Given the practices of local market places, individual properties and negotiations with individual landlords, the terms of the final executed lease may vary from the standard DRES Commonwealth lease. If during the negotiation there is significant modification to the Commonwealth's standard language, the Office of the Attorney General may have to approve modifications. In addition, leases executed prior to the formation of DRES are still in effect. The format and terms of these leases may vary from today's standard lease.

DRES Lease Administration Team: Within DRES, the Lease Administration (LA) Team administers leases for executive branch agencies. The LA Team ensures all the terms of the lease are being met and processes all the payment of rents and other tenant expenses (payable to the landlord) as defined in the lease. In addition, if the landlord is unresponsive regarding their maintenance responsibilities the occupant can contact the Lease Administration Team at (804) 371-7200 to assist in communicating with the landlord to ensure that all the terms of the lease are being upheld.

Landlord (aka Lessor): A person or organization that owns property and leases that property.

Maintenance Issue Tracking Log: A record of communications with the landlord regarding any facilities or maintenance concerns. A sample Maintenance Issue Tracking Log is provided in Exhibit A.

Lease: A contract by which one party conveys land, property or services to another party for a specified time, usually in return for a periodic payment.

Maintenance: In standard Commonwealth leases the landlord is normally responsible for the maintenance of all systems related to the building, such as plumbing, heating ventilation, air conditioning, the roof, the drainage, structural walls, the foundation, subfloors and any mechanical or electrical devices associated with the property. The landlord is not responsible for the maintenance of any equipment, systems or trade fixtures owned or installed by the agency occupant. Generally, the maintenance of any equipment, system, or trade fixture owned by the occupant is the occupant's responsibility.

Occupant: For executive branch agencies, the occupant is the agency occupying the leased facility. In the Commonwealth Lease and in the MOU between DGS and occupant agencies, the occupant has the ability and responsibility to deal directly with the landlord or property manager regarding day-to-day maintenance and facility concerns. In order to preserve a balanced negotiating position, the occupant is not authorized to negotiate the terms of the lease with the landlord. The occupant shall refer any lease negotiation discussion to the DRES Transaction Manager.

Operating Expenses: Operating Expenses should be defined in the lease. In some instances, the landlord is responsible for ownership, maintenance and repair of the entire premises, including common areas as well as the leased premises. In other cases, the landlord is only responsible for maintenance of the common areas. Each lease is specific and will address if or how the tenant is required to reimburse landlord for such expenses.

Property Manager: The person or organization hired by the landlord to manage the landlord's leased property.

Rent Abatement: Rent abatement is a period of free rent.

Security Deposit: Due to the credit worthiness of the Commonwealth, the Commonwealth does not make security deposits.

Tenant (aka Lessee): The entity who leases property from a landlord. For executive branch agencies, the tenant for Commonwealth leases is DGS. For non-executive branch agencies, that agency is the tenant for the Commonwealth lease.

Tenant Improvements (TIs): Tenant Improvements are those improvements made to a leased facility to assist the tenant/occupant in the operation of its business. TIs can range in complexity depending on the current condition of the leased facility and the intended use of the leased facility. All improvements made to a leased facility must be reviewed and approved by DRES and consented to by the landlord. The occupant may not make any improvement without approval from DRES and consent from the landlord.

Utilities and Services: Examples of utilities and services include heating and air conditioning, electricity, gas, water, sewer, janitorial services, interior trash removal, landscaping services, snow removal

services, etc. Some properties have unique features or may require unique services to ensure their operations and occupancy. Every lease is different and if there are any questions as to the responsible party for any utility or service, the Transaction Manager or the Lease Administration Team can review the lease to determine the responsible party.

Commonwealth Lease Structure

The structure of Commonwealth leases for executive branch agencies has three entities:

- Landlord _ the owner of the property
- Tenant _ DGS/DRES
- Occupant _ the agency occupying the space

DGS / DRES Role

DRES's role in obtaining a leased facility is to assist agencies in delivering their mission by providing the best real estate solution based on costs, needs and compliance with DGS guidelines. Once the leased facility is obtained and the agency occupies the facility, DRES's role is to support the occupancy through the administration of the lease, including making any payments associated with the lease (rents, CAM, operating expenses, etc.) and to ensure the terms of the lease are fulfilled. When an on-site issue arises where the occupant believes that the landlord is improperly maintaining the facility or is unresponsive to the terms of the lease, the occupant should contact the DRES Lease Administration Team to discuss the matter and determine the next steps.

Agency Occupant Role

When an agency moves into a leased facility, the agency occupant is responsible to ensure the compliance of the landlord in the maintenance of the facility and in the day-to-day management of utilities and services for the facility. The occupant should initiate a Maintenance Issue Tracking Log each time the landlord is contacted regarding a maintenance concern or an issue with day-to-day management.

When the occupant believes the landlord is not being responsive to an issue, the occupant should contact the DRES Lease Administration Team. The Lease Administration team will ask to view the Maintenance Issue Tracking Logs being maintained by the occupant in order to help determine the response.

During the Lease Term

Access to the building

The standard Commonwealth lease provides access to the premises 24 hours a day, seven days a week. In a single-occupant building, the agency is responsible for locking and unlocking the building doors and main entrance door(s). In a multi-tenant building, the landlord normally will direct the hours in which the door to enter the building remains unlocked and locked. If the occupant has special needs or hours of access, the occupant has the authority to work with the landlord in establishing any special needs or requirements regarding access to the property. If the landlord supplies a cardkey access or key pad access to the building, then the landlord shall provide the number of access keys and codes required by the occupant.

ADA (Americans with Disabilities Act) Compliance

The standard Commonwealth lease states that at all times during the lease term, the landlord is responsible to ensure that the premises is in compliance with ADA guidelines and requirements.

Occupant Communication with Landlord

The occupant is responsible and is encouraged to speak directly with the landlord or their representative regarding any day to day or routine maintenance service provided by the landlord.

Maintenance Issue Tracking Log

The occupant should document any communication with the landlord or landlord's representative. Attached in Exhibit A, please find the Maintenance Issue Tracking Log worksheet as supplied by DRES. Should occupant believe the landlord is unresponsive; the occupant should contact the DRES Lease Administration Team and provide the Maintenance Issue Tracking Log. The DRES Lease Administration Team will use the communication record as a reference when corresponding with the landlord.

Landlord - Right to Enter

In standard DRES Commonwealth leases, the landlord has the right to enter the leased facility either by giving 24 hour notice to the Occupant or in case of an emergency.

MAINTENANCE

Building System Maintenance

In standard DRES Commonwealth leases, the landlord is responsible for all the maintenance and equipment associated with building systems. Below find more information regarding general maintenance.

Heating, Ventilation and Air Conditioning (HVAC)

- Refer to the lease. Nearly all Commonwealth leases require the landlord to maintain and repair HVAC systems.
- Hours of operations. There are no specifications in the Commonwealth lease related to the hours of operation for HVAC systems. Every property is different. In a multi-tenant building, the landlord may differ the temperature ranges of HVAC service during normal working hours and normal non-occupied hours (weekends, for example). Depending on the property, additional hours for normal working hours may be requested of the landlord; however, a fee normally is included for these services.
- Temperature, Humidity, Ventilation standards. The standard Commonwealth lease references that the HVAC systems shall provide a temperature throughout the leased premises between 68F and 74F year round, with humidity levels of a minimum of 20% when heat is being provided and a maximum of 60% when air conditioning is being provided. Fresh air exchange rates and CO2 levels shall comply with ASHRAE Ventilation Standards 62 (2001).
- The condition involving every HVAC system in every building is different. It is not uncommon for different people to feel warm, cold and comfortable all in the same area. Effort should be made to provide comfort to individuals; however, HVAC systems have limitations and the landlord is not required to make modifications to the system if it is performing within its specifications and within the guidelines of the lease.
- The installation or use of additional heating or cooling equipment in the leased facility may impact the performance of the building HVAC system, and the landlord normally is not responsible for correcting any HVAC problems due to the installation of additional heating or cooling equipment or if there have been significant office design changes since the original installation of the HVAC equipment.

Plumbing

- Refer to the lease. Nearly all Commonwealth leases require the landlord to maintain and repair all plumbing systems.
- Leaks: If the shut-off valve can be located, shut off the water to prevent further damage. Call the landlord, property manager or their designee immediately.
- Plugs and Clogged Line: Drains and toilets plugged by the agency or its invitees, customers or vendors are the agency occupant's responsibility. If there is a problem with the plumbing lines, contact the landlord, property manager or their designee immediately.

- Please Note: Many jurisdictions across the Commonwealth require low flush toilets as part of any new office space construction. If a restroom with a low flush toilet is available to clients and customers of the occupant, the occupant remains responsible for any plugs or clogged lines generated from client or customer use.
- Fire Sprinkler: If there is any leak with the sprinkler system, contact the landlord, property manager or their designee immediately.
- Drinking Fountain: If there is a leak or any adjustment needed to a drinking fountain, contact the landlord, property manager or their designee.

Electrical

- Refer to the lease. Nearly all Commonwealth leases require the landlord to maintain and repair all electrical systems.
- Electrical Room: The occupant should know the location of the electrical room or the electrical panel. The occupant should work with the landlord to determine the correct procedure for tripped breakers, safety features or the setting of time clocks. Note: Do not store office or janitorial supplies in the electrical room or near the electrical panel.
- Extension Cords: Extension cords should not need to be used. If extension cords must be used, they must be grounded (three-prong plug) and should not be more than six feet (6') in length. Extension cords must not be stretched across floors or walkways and they should not be taped to the floor. The use of extension cords should be on a temporary basis only and they should never be used on a permanent basis.
- Power Strips/Surge Protectors: If power strips and surge protectors are used, they must be plugged directly into a power outlet, and not an extension cord. Never put more than one power strip into any one outlet.
- Outage: If a power outage is caused by factors outside your control and outside the control of the landlord, contact the local power company. If any outage is caused by faulty wiring or faulty equipment, contact the landlord, property manager or their designee.

Structural Systems

- Refer to the lease. Nearly all Commonwealth leases require the landlord to maintain and repair all structural systems of a leased facility.
- Roof and gutters: If there is a leak or malfunction of the roof or gutter system, contact the landlord, property manager or their designee immediately. If the leak occurs over water sensitive equipment or important documents, move the equipment or documents.

- **Roof equipment:** Do not install any type of equipment or objects on the roof without the consultation and approval of the landlord and DRES.
- **Walls, columns and other structural components:** If there is any noticeable lean or question of the structural integrity a wall, column of other structural component, contact the landlord, property manager or their designee immediately.

Failure to Maintain

If the Landlord fails to maintain the premises, contact the DRES Lease Administration Team. Provide DRES with a copy of the Maintenance Issue Tracking Log and DRES will work with the occupant and landlord in seeking the remedy most appropriate in accordance with the terms of the lease.

Occupant Negligence

In the template DRES Commonwealth lease, the landlord shall not be obligated to make any repairs to the facility due to the damages caused by the negligent or willful acts of the occupant, or its agents, employees or contractors.

UTILITIES AND SERVICES

The following list may be some of the types of the utilities and services provided at the leased facility.

Electricity	Interior janitorial	Lighting (building fixtures)
Gas	Exterior janitorial	Carpet Cleaning & Repair
Water	Landscaping	Pest Control
Sewer	Snow removal	Elevator Service
Parking lot services	Common area cleaning	

This is not a complete list. Every location and every property is different and may require additional utilities and services for the safe use of the facility. If there are any issues regarding the utilities and services supporting the facility, contact landlord, property manager or their designee. If the occupant is directly responsible for the payment of the utility or service, the occupant should contact the utility or service provider directly. Examples of service providers include the local electric company, the local gas company, the janitorial company, etc. If an issue remains unresolved or clarification is needed, contact the DRES Lease Administration Team.

Landlord Service Providers

If the Landlord provides services to the property, the occupant should have a contact file with the name, number and contact information of the service providers supporting the property along with a scope of

work of the services being provided. The occupant should contact the landlord or their designee for the information. If there are any issues with the service providers under contract with the landlord, the occupant should contact the landlord directly.

OTHER ITEMS

Alterations/Remodel Requests

If the occupant would like to make any alterations, refurbishment or remodels to the leased facility, they should first contact their Transaction Manager to discuss the proposed modification and the terms of the lease. All alterations, refurbishments or remodels for leased facilities require DRES approval.

Appliances

- Coffee makers, tea makers, toasters, toaster ovens, hot plates, microwaves or other appliances used to prepare food should not be located in any individual work or filing area. Appliances associated with the preparation of food shall be used in an established food preparation area.
- Electric heated scent devices and the burning of candles are prohibited in any leased facility.
- Portable electric heaters are prohibited unless occupant receives written approval from the landlord. Upon receipt of approval, occupant shall forward the approval to the Lease Administration Team.
- Refrigerators are allowed in the break areas and any other area as landlord may approve by written approval.

Animals

Animals are not permitted in buildings or parking facilities unless their use is specifically permitted or unless the animals are recognized as service animals under title II and III of the ADA. A service animal is individually trained to do work or perform tasks for a person with a disability. Any exceptions must have written permission of DRES and the the landlord.

Code Adam Alerts

Code Adam alerts in public buildings require state agencies housed in state-owned and leased buildings to initiate and maintain specific procedures for the prevention of child abduction and for the location of lost children in facilities serving the Commonwealth of Virginia. A Code Adam is designed to activate a team of agency personnel when attempting to locate a missing child or identifying and delaying a potential child abduction suspect. The training for a Code Adam emergency is the responsibility of the occupant.

DGS Surplus Property

The DGS Office of Surplus Property Management redistributes a wide range of surplus state and federal property to agencies of the Commonwealth, qualified non-profit organizations, small businesses and the public. This property includes office furniture such as desks, chairs, book shelves, coffee tables, conference tables, meeting tables, office equipment and printers and copiers. Additional information can be found at www.dgs.virginia.gov/surplus.

Emergency Procedures

It is critical each employee learn how to respond should an emergency occur within the leased facility. Agency participation in the education of staff on how to respond in emergency situations is an important part of an organized response to emergencies. The training for such an emergency is the responsibility of the occupant.

Fire

If you suspect a fire, immediately contact 911 and exit the building in accordance with the agency's emergency plan. The training for a fire emergency is the responsibility of the agency occupant.

Fire Alarm

If there are any problems with the fire alarm, contact the landlord, property manager or their designee immediately.

Fire Extinguishers

In the standard Commonwealth lease, the landlord is responsible to ensure that the leased facility meets all applicable building codes. Depending on the type and size of the leased facility, fire extinguishers may be required by building code. If they are required by code then any inspection or maintenance of the extinguishers is the landlord's responsibility. If the building code does not require fire extinguishers and the occupant agency has procured and installed fire extinguishers, then any maintenance or inspection associated with those fire extinguishers is the occupant's responsibility.

Graffiti / Vandalism

If graffiti or vandalism is found or observed, contact the landlord, property manager or their designee.

Office Furniture

Occupants own the office furniture within the leased facility. Any maintenance, repair, upgrades or reconfiguration of the office furniture will be the occupant's responsibility.

Parking

Each leased facility may administer parking differently. The occupant should work with the landlord regarding parking. During the term of a lease, if there are any concerns that the parking is not being provided, the occupant should contact the DRES Lease Administration Team with the question or concern.

Personal Items

All personal items brought into a leased facility are the employee's responsibility.

Pest Control

In the Commonwealth lease, the landlord is responsible for pest control.

Plants

Upon approval of the landlord, plants may be allowed in a leased facility and are to be maintained by the individual owner. No plant shall be set on a heating or cooling unit or any other building equipment. No hanging plants will be placed in cubicles or work stations. Fertilizer or plant food must be stored in sealed containers. Any damage to the building, flooring or building equipment from water or overflowing plant containers will be the responsibility of the occupant.

Recycling and Energy Management

In an effort to conserve energy, DRES encourages agencies and occupants to institute conservation guidelines for leased facilities. The following are some examples:

- Work with the landlord and or the local waste company to outline and implement a recycling program for the premises.
- Maintain building temperatures during operating hours in the heating and cooling seasons at a minimum degree while still providing comfort levels for maximum productivity in delivering services.
- Keep windows and exterior doors closed.
- Keep all ventilation units free from obstruction of any kind.
- Close blinds in the summer to keep the heat out and in the winter to keep the cold out.
- Open blinds on sunny winter days to assist in warming interior spaces.
- Close interior doors during non working hours of winter months to prevent cold draft from migrating through the space.
- Keep the setting of hot water heaters at 115 degrees F, as measured at the closest fixture.
- Maintain lighting in public areas at an adequate, safe and appealing level.
- Minimize overtime operations of building HVAC systems.
- Turn off all lights within the office at the close of each business day and anytime an individual office is not used.
- Minimize lighting after business hours except while cleaning staff is working within the space.
- Switch off computers and peripheral equipment at night.
- Decrease overhead lighting levels and implement task lighting layouts.
- Remind users to conserve.

Rules & Regulations

In many multi-tenant buildings, campuses or facilities there are rules and regulations with regard to the operation of the property. During the initial leasing process these rules and regulations should be disclosed by the landlord to both DRES and the occupant agency. While in the leased facility, the

occupant shall follow the property rules and regulations and shall maintain a copy in its files. If the occupant or DRES becomes aware of any changes to the rules and regulations, they will contact the other to ensure the most current version is being followed. The occupant should contact the landlord if there are any questions to the ongoing operations of the property and the rules and regulations.

Security Systems

Security systems installed by the agency occupant are the responsibility of the agency occupant. Installation must comply with the landlord's electrical wiring. If the facility has been broken into, the occupant will notify the landlord, property manager or their designee and DRES immediately.

Smoking

Pursuant to 2007 Executive Order 41, no person shall smoke in any building owned or occupied by an executive branch agency or institution. No person shall smoke in or near exterior doorways of those buildings and must remain a minimum of 25 feet from all entrances and exits. No person shall smoke on the grounds of any building where a non-smoking area has been designated by means of a posted sign. Smokers should use the proper receptacles for disposal of cigarette or cigar butts.

Telephone/Data/Computer

Telephone, data cable and computer installation normally are the responsibility of the occupant. Any issue associated with computers, the telephone line or data cabling are the agency's responsibility and should be brought to the attention of the agency's Information Technology or VITA contact.

Vending Services (DBVI)

The occupant shall be responsible for the satisfaction of Virginia Code Section 51.5-89, which provides a first right of operation for any vending services for a public building to the Department of Blind and Vision Impaired (DBVI).

Weapons

The Department of Human Resources Workplace Violence policy prohibits state employees from possessing, brandishing or using a weapon not required by the individual's position while on state premises or engaged in state business.

End of Lease Term

STRATEGIC DIRECTION

Prior to the end of the lease term, the DRES Transaction Manager assigned to the agency's portfolio of leases will work with the primary agency contact and the local office agency staff in determining the strategic direction for the agency's operation as it relates to the current leased facility and the commercial market place. In that consideration, many Commonwealth leases provide for opportunities

to extend the term of existing facilities through the execution of options by the terms of an annual renewal clause in the lease. The DRES Transaction Manager will work with the agency to provide the best possible real estate solution that satisfies the agency's needs while adhering to DGS guidelines at the lowest possible cost.

TERMINATION OF A LEASE

Notice of Termination

Either the tenant or the landlord may provide a Notice of Termination prior to the end of the lease term delivered in the time frame stated in the lease.

Landlord Rights after Termination Notice

Once termination notice has been provided, the landlord is normally permitted to advertise the facility for lease and usually is permitted to show the facility to prospective tenant during the occupant's normal working hours with prior notice as to not disturb the occupant's operation.

Condition of the Premises

At the termination of a lease, occupant shall peaceably deliver the facility to the landlord in a condition as stated in the lease. If no condition is stated in the lease, the occupant shall deliver the facility to the landlord where all of the occupant's personal property and trade fixtures are removed and in broom-swept, clean condition. A Leased Property: Office Relocation & Closing Reference Guide is provided as an Exhibit.

FAQs when in Leased Facilities

A light bulb went out; who do I call?

Unless the occupant is responsible for the internal lighting; call the landlord or property manager for replacement, otherwise contact the agency facilities team.

What do I do when the lease ends and we need to move out?

Follow the points provided in the Leased Property: Office Relocation & Closing Reference Guide

When do I contact DRES about a maintenance issue?

After you've contacted the landlord and the landlord has not responded in a timely manner.

What does DRES do when the landlord becomes unresponsive?

DRES reviews the lease and the occupant's Maintenance Issue Tracking Log and brings action against the landlord in accordance with the terms of the lease.

Is the occupant/agency responsible for the payment of the fire marshal inspections?

Generally no. In the DRES standard lease agreement, the landlord is responsible to keep the facility code compliant.

Who should I contact when there is a question regarding rent or other lease payment?

Call the Lease Administration Team at (804) 371-7200. All payments due to the landlord under the terms of the lease are processed by DRES.

I've contacted the owner about a problem, now what?

Be sure to complete the Maintenance Issue Tracking Log and continue the documentation of the landlord's actions until the problem is resolved. If the problem remains unresolved, contact the DRES Lease Administration Team or your transaction manager.

The fire marshal came to the facility and performed an inspection and then handed us an invoice. What do I do with the invoice, and who pays this invoice?

In the standard Commonwealth lease, all inspections of the premises required as a result of building codes are the landlord's responsibility. If the inspection was related to fire extinguishers and the fire extinguishers are not required by the building code, then the occupant is financially responsible for the inspection costs. When an inspection cites a code violation, the responsible party to remedy the violation depends on the violation. For example, if an emergency exit sign is missing, out of place or the light bulb goes out, this is the landlord's responsibility. If a file cabinet is against the wall and protrudes into the hallway to interfere with required exiting in an emergency situation, this is the occupant's responsibility. The Lease Administration Team can assist with any questions regarding the responsible party in the lease for a cited inspection violation.

Conclusion

This handbook does not address every possible scenario associated with a leased facility; however, its intent is to help facilitate communication between DRES, the agency occupant and the landlord. All specific matters shall be reviewed within the context of the lease for the leased facility and items in the individual lease may differ from what is stated within this handbook. As experience is gained and in the spirit of continued improvement, if there are suggestions for improving this handbook please submit written comments or questions to:

Division of Real Estate Services
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