MEMORANDUM

TO: _____, Contract Administrator
_____, Department

FROM: _____, Buyer, University Purchasing

DATE:

RE: ***Designation and Responsibilities of Contract Administration***

The contract referenced below has been awarded and services or performance may begin. You have been assigned as the Contract Administrator for this contract and are assigned the following responsibilities. A copy of the contract, and your specific responsibilities as Contract Administrator are attached for your use. Please review this information and if you have any questions please call me at 8-1077, ext. _____.

Contract Number	Contractor	Project	Contract Period	Renewal Options	Contract Amount

Payment Schedule or Instructions

Note: As Contract Administrator, you are responsible for the following:

_____ Day-to-day coordination of the delivery of this service (or goods);
_____ Assurance that services (or goods) are delivered in accordance with the contract terms and conditions;
_____ Obtaining and approving job estimates and verifying labor hours and classifications if required (time and material contracts);
_____ Certifying receipt of services (or goods) billed were delivered in accordance with the contract terms and conditions;
_____ Prompt reporting of delivery failures or contractor performance problems to the buyer;
_____ Completing and submitting periodic evaluations of contractor performance;
_____ Initiating "Complaint to State Vendor Form" if required;
_____ Assurance that the contract amount is not exceeded without proper authorization from the buyer;
_____ Assurance that the contract terms and conditions are not extended, increased, decreased, or modified in any way without action through the buyer;
_____ Coordinating contract "start-up" activities with appropriate agency personnel (facilities management, security, etc.);
_____ Recommending solutions to the buyer if performance problems or contract issues persist.

ACKNOWLEDGEMENT:

_____ Signature Contract Administrator _____Date

PLEASE RETURN TO UNIVERSITY PURCHASING BOX 980616 WITHIN 10 CALENDAR DAYS.

Attachment

cc: Compliance Officer – Procurement and Payment
Procurement File

TXTFORMS: MFORM20

CONTRACT ADMINISTRATION ACTION PLAN

Contract:	Renovation Management Services
RFP/ Contract Number:	254632BML
P. O. Number:	P868581
Contractor:	Gilbane Building Company (GBC)
Contract Period:	July 1, 1996 to June 30, 1999 (Original), One (1) Two-Year Renewal Option
Contract Start Date:	July 1, 1996
Contract Administrator (CA):	Mr. Donald M. Cosgrove (827-7890)
Contract Officer (CO):	Ms. Betty Lowther (828-1077 ext. 113)

Invoice Validation

Contractor Obligation	Required Actions	Responsible Party	Frequency (See Compliance Checklist)	Notes
1. GBC base fee/month $32,500.	A. Verify and approve monthly fixed, base fee for contract staffing and contract office hours.	CA	100% Monthly	
2. GBC 13% fee of completed construction project face value	B. Verify/validate 13% invoice fee is correct	CA	100% Monthly	

3. GBC reimburses University for VCU parking fees	C. Verify/validate GBC's reimbursement or credit to invoice for utilization of VCU parking facilities.	CA	100% Monthly	
4. GBC project estimating fees @$49.95/hr. local engineer, $100/hr. regional engineer, **when project does not advance to bid.**	D. Verify and approve payment of estimate fees for all projects that do not advance to bid.	CA	100% When billed	

Management Services Validation

Contractor Obligation	Required Actions	Responsible Party	Frequency (See Compliance Checklist)	Notes
5. GBC office staffing minimum: 1 Senior Project Manager (SPM) 4 Project Managers (PM) 1 Clerk (CS)	A. Verify and approve monthly fixed, base fee for contract staffing and contract office hours.	CA	100% Monthly	
6. GBC office hours 8:00 a.m. to 4:30 p.m.	A. Verify and approve monthly fixed, base fee for contract staffing and contract office hours.	CA	100% Monthly	

7. GBC Senior Project Manager (GBC SPM) provides required services	E. Conduct quarterly, no-notice evaluation of GBC SPM performance. Resolve nonperformance issues directly with SPM or go to GBC regional office as required. P&P shall approve checklist and shall be apprised of issues requiring GBC regional office involvement.	CA	25% Quarterly	The GBC Senior Project Manager Checklist describes required GBC SPM services to be evaluated.
8. GBC resident Project Managers (GBC PM) provide required services.	F. Conduct monthly, no-notice evaluation of GBC PM performance. Resolve nonperformance issues directly with PM or with GBC regional office as required. P&P shall approve checklist and shall be apprised of issues requiring GBC regional office involvement.	CA	25% Quarterly	The GBC Project Manager Checklist describes required GBC PM services to be evaluated.
9. GBC clerical support (GBC CS) provides required services	G. Conduct monthly, no-notice evaluation of GBC CS. Resolve GBC CS issues directly with CS or with GBC SPM as required. P&P shall approve checklist and be apprised of issues requiring GBC regional office involvement.	CA	100% Quarterly	The GBC Clerical Support Services Checklist describes GBC CS services to be evaluated.
10. GBC audit, regional controller (GBC RC)	H. Receive and approve GBC RC audits and obtain corrective action plans for any noted discrepancies.	CA	At Contract Renewal	GBC RC services include testing of GBC's field office accounting procedures, cash management, budget/forecasting and field management.

Operations Validation

Contractor Obligation	Required Actions	Responsible Party	Frequency (See Compliance Checklist)	Notes
11. GBC maintains field office	I. Visit GBC field office (without prior notice) to verify that required systems and equipment are in place and are operational.	CA	At Contract Renewal	GBC's field office shall be furnished with computers with operational software (fiscal, scheduling, word processing, estimating,), furniture, telephones, portable radios, pagers, voice mail and an established "office tree" for after-hours contact.

Reports Validation

Contractor Obligation	Required Actions	Responsible Party	Frequency (See Compliance Checklist)	Notes
12. GBC PM/CS prepares and submits the following reports: a. Budget Status b. Budget Actual Cost Variance c. Project Holding Account d. Log of Project Request e. Schedule of Work to be Performed f. Estimate vs. Actual Cost g. Scope, Schedule, Budget, Performance vs. Established Measures h. Dollar Value of Work Completed, in Construction or Backlogged	J. Receive, review and deliberate with University and/or GBC management concerning problems and unfavorable trends.	CA	Monthly	GBC SPM/CS submit all required reports five working days from the end of the current month.
13. GBC prepares and submits SWAM/MBE report	K. Receive and review SWAM/MBE reports to achieve goal of 20% participation.	CA, P & P	Quarterly	GBC PM/CS capture all SWAM/MBE participation in any project and report dollar value to CA quarterly.

FOOTNOTES:

The Contract Administrator (CA) is charged with ensuring that the Gilbane Building Company (GBC) fully complies with the Contract deliverable terms and conditions. The Contract deliverables are summarized in the Plan and Checklists. The Contract Administrator should pursue the following actions if he/she finds that GBC has failed to comply:

1. Contact the GBC Senior Project Manager (GBC SPM) or in his/her absence a Project Manager (GBC PM) to bring to his/her attention the deliverable oversight. Be specific when you remind the GBC SPM or GBC PM what should have been delivered and what the expected corrective action should include. Provide a reasonable amount of time for the problem to be fixed. Maintain comprehensive documentation.

   The seriousness, urgency and or criticality of the Contract item not delivered should establish whether the contact with the GBC SPM or GBC PM should be made orally, in writing, electronically or in person. Ordinarily, the original contact should be by telephone, e-mail or facsimile letter, as this is quicker than arrangements for a face-to-face meeting. Provide a copy of ant correspondence to interested VCU parties; always copy the VCU P&P Contract Officer and Contract Administration Manager.

2. If the problem is resolved in a timely manner, confirm to GBC that the issue is closed, document your files and copy interested VCU parties. If the problem is not resolved in a timely manner, contact the P&P Contract Administration Manager and initiate a conference call with GBC SPM or his/her representative. If necessary, elevate the problem to the GBC regional office.

3. If the problem is not resolved, the P&P Contract Administration Manager, along with the Contract Officer, will initiate a Complaint to State Vendor Form re-identifying the problem, specifying the expected relief and compliance date. Depending on the nature of the issue(s), P&P may elect to solicit the assistance of the General Counsel's Office. Failure to repair could result in the following legal actions (in ascending order): Cure Letter, Termination for Cause or Convenience, Contract re-procurement with excess charges to the terminated Contractor.

GBC SENIOR PROJECT MANAGER SERVICES

(Examine 5 Items of the 17 Items Each Quarter)

ITEM # 17. SHALL BE EXAMINED EVERY MONTH

(NOTE: DISCUSS AND ATTACH DOCUMENTATION ON FAVORABLE OBSERVATIONS OR NON-COMPLIANCE PROBLEMS AND RESOLUTIONS)

DATE: _____ PERIOD: _____

1. Senior Project Manager (GBC SPM), his/her designee, is available daily manages the day-to-day field office, staff and oversees on-going projects.
   YES___ NO___

2. GBC SPM effectively serves as interface between Owner and General Contractor(s) (GC); is available at pre-bid conferences, bid openings, pre-construction meetings; site visits, project progress meetings, final inspections, etc.
   YES__ NO__

3. GBC SPM successfully conducts 'Design Consultant' selection for the Owner as required by individual projects.
   YES__ NO__

4. GBC SPM provides effective cost monitoring and cost controls including:
   a. Establishes realistic project budgets;
   b. Uses budget-to-actual-cost status systems to maintain or to bring project costs into line;
   c. Oversees and/or reviews GC applications for payment;
   d. Uses expenditure reports to forecast final project costs where a change order may exceed 25% of the original contract;
   e. Provides information described above through required reports to the Owner.

   YES__ NO__

5. GBC SPM ensures that project estimates are realistic and that they are adjusted only when justified.

   YES__ NO__

6. GBC SPM monitors and manages schedules (electronic tracking) for projects depicting either time-line or critical paths, depending on the scope of the project. Provides the Owner with schedule evaluations each month.

   YES__ NO__

7. GBC SPM provides for project-construction planning to ensure GC resources are available and employed for project success.

   YES__ NO__

8. GBC SPM conducts Value Engineering studies when appropriate or when otherwise requested by the Owner.
YES__ NO__

9. GBC SPM prepares management reports (see Item 12 of the CAAP) for submittal to the Owner on a recurring basis (monthly, unless otherwise instructed).
YES__ NO__

10. Project change orders (Owner or GC requested) are:
a. evaluated for impact on schedule, budget and, if executed, are recorded and tracked for trend analysis with/by the Owner;
b. system-generated/created on a timely basis (within one week of event).
YES__ NO__

11. GBC SPM prepares for and conducts briefings when requested by the Owner.
YES__ NO__

12. GBC SPM attends meetings when requested by the Owner.
YES__ NO__

13. GBC SPM has developed and maintains a current *Policy & Procedure Manual* (addresses Building Codes, OSHA, life safety requirements and MCV/VCU operating standards).
YES__ NO__

14. GBC SPM effectively manages and coordinates the Project Managers construction project schedules.
YES__ NO__

15. GBC SPM manages involvement of SWAM/MBE participation in all projects and encourages solicitation of SWAM/MBE participation in projects valued at less than $500 to contribute to achieving the VCU goal of 20% participation.
YES__ NO__

16. GBC SPM administers and manages the VCU Renovations Safety Program on all project sites.
YES__ NO__

17. GBC SPM ensures all procurements are compliant with the VPPA. (Use Master Order Contracts File Review Checklist for this test. Monthly inspection results shall be summarized and reported in writing to P&P each quarter)
YES__ NO__

INVOICE VALIDATION

(NOTE: DISCUSS AND ATTACH DOCUMENTATION ON FAVORABLE OBSERVATIONS OR NON-COMPLIANCE PROBLEMS AND RESOLUTIONS)

YEAR: _____ MONTH: _____

1. Verify that G.B.C. monthly invoice:

    a. Base fee billed at $32,500;
    YES__ NO__

    b. Completed project(s) fees billed at 13% of project price;
    YES__ NO__

    c. Reimburses the University for all VCU validated parking;
    YES__ NO__

d. On-call project estimate(s), for project(s) that do not advance, are billed at the $49.95/hour fee, if estimate was developed locally, or at a $100.00/hour fee if estimate was developed by the regional offices.
YES___ NO___

2. Invoice discrepancies, when reported are immediately corrected.
YES___ NO ___

3. Increases to the Contract base guaranteed dollars are appropriated and communicated to P&P on a timely basis (within 1 week of discovery), when contract billings hit the guaranteed, appropriated dollar level of $3,000,000.
YES ___ NO ___

PROJECT MANAGER SERVICES CHECKLIST

(Examine 5 Items of the 19 Items Each Quarter)

(NOTE: DISCUSS AND ATTACH DOCUMENTATION ON FAVORABLE OBSERVATIONS OR NON-COMPLIANCE PROBLEMS AND RESOLUTIONS)

DATE: _____ PERIOD: _____

1. GBC PM effectively encourages SWAM/MBE participation in all projects and specifically solicits SWAM/MBE participation in projects valued at less than $500 to contribute to achieving the VCU goal of 20% participation.
   YES__ NO__

2. GBC PM develops project scopes of work and project specifications in sufficient detail for use in bidding work to pre-qualified and other contractors.
   YES__ NO__

3. GBC PM prepares or utilizes design services to prepare design documents in sufficient detail for bidding the work.
   YES__ NO__

4. GBC PM develops detailed project estimates.
YES__ NO__

5. GBC PM prepares project schedule.
YES__ NO__

6. GBC PM obtains written approval from requesting office for project prior to bidding/soliciting.
YES__ NO__

7. GBC PM prepares and issues project solicitations (bids the job).
YES__ NO__

8. GBC PM conducts pre-bid/pre-proposal meetings and site visits with prospective bidders to familiarize them with requirements of the project.
YES__ NO__

9. GBC PM conducts negotiations with apparent low bidder as necessary.
YES__ NO__

10. GBC PM develops value engineering suggestions where/when necessary to be able to award project within available funds.
YES__ NO__

11. GBC PM awards contract.
YES__ NO__

12. GBC PM coordinates and conducts pre-construction meetings with the low bidder.
YES__ NO__

13. GBC PM conducts daily inspections of all assigned projects under construction.
YES__ NO__

14. GBC PM reports events and/or issues requiring upper management attention to the GBC SPM on an as-needed basis.
YES__ NO__

15. GBC PM reviews general contractor pay applications for assigned projects and provides recommendation to GBC SPM.
YES__ NO__

16. GBC PM serves as project liaison for the Owner.
YES__ NO__

17. GBC PM provides emergency services as necessary to support the mission of the Owner.
YES__ NO__

18. GBC PM provides required as built documentation for VCU Renovations projects.
YES__ NO__

19. GBC PM enforces the VCU Renovations Safety Program.
YES__ NO__

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GBC CLERICAL SUPPORT SERVICES

(Examine Each of the Four Items Each Quarter)

(NOTE: DISCUSS AND ATTACH DOCUMENTATION ON FAVORABLE OBSERVATIONS OR NON-COMPLIANCE PROBLEMS AND RESOLUTIONS

DATE: _____ PERIOD: _____

1. GBC Clerical Support (GBC CS) administers the GBC Field Office and generates/manages work orders.
   YES__ NO__

2. GBC CS maintains the electronic and hard-copy project files.
   YES__ NO__

3. GBC CS reconciles project accounts weekly.
   YES__ NO__

4. GBC CS maintains pre-qualified general contractor records/files.
   YES__ NO__

CONTRACT ADMINISTRATION ACTION PLAN

Contract:	**Infectious Waste Removal and Treatment**
RFP/ Contract Number:	701418TP
Current P. O. Number:	P706076
Contractor:	Stericycle, Inc. (Previously American Waste Industries, Inc.)
Contract Period:	One (1) year July 1, 2003 Through June 30,2004, With Four (4) One-Year Renewal Options
Contract Type:	Indefinite Delivery-Requirements Term Contract
Estimated Annual Price:	$30,356.00
Contract Start Date:	July 1, 2003
Contract Administrator (C. A.):	Ms. Diane Minder, 828-7283
Contract Officer (C.O.):	Ms. Jackie Colbert, 828-1077 Ext. 112
Implementation Date:	07-01-03
Revised Date:	07-01-05

A. Contractors Responsibilities

Contractor Obligations (Deliverables)	Responsible Party	Frequency	Required Actions
1. Stericycle, Inc. shall provide personnel, labor, equipment, motor vehicles for on-site collection, interim transportation and off-site incineration of infectious solid waste	Stericycle, Inc.	On-Going	1. Waste **only** includes a mix of pathological, non-hazardous chemotherapeutic, anatomical waste and other regulated medical waste materials. 2. Supply small and large red disposal bags, sealing materials and boxes • Small bags – 2005-2006 estimated weekly usage 255, size 25” x 33”, 1.5 millimeters thick, approximately 15-gallon capacity. • Large bags – 2005-2006 estimated weekly usage 80, size 40” x 47”, 1.5 millimeters thick, approximately 40 to 45 gallon capacity. 3. Supply disposal regulation boxes, sealing materials and labels and/or preprinted area for labeling

I. SOW B. 1.- 12., American Waste Bid (B) 6-20-03			• 2005-2006 estimated weekly usage 60, size 18" x 18" x 24" 4. Store delivered bags and boxes in Woods Building, Room #120. Secure using University furnished key. Deliveries to be via packing slip with School of Dentistry signature receipt.
		M, W, F	5. Make pickups 3 times weekly, excludes University holidays), at Wood and Lyons Clinics designated pickup points. Pickups between the hours of 7:30 A.M. and 4:30 P.M. as pre-arranged.
		Weekly (W)	6. Make pickups at Sanger Hall, Student Health, Trani Life, Randolph Minor
		On-Call	7. Make pickups to other locations, listed in SON. I.F., when notified, at designated pickup points.
		On-Going	8. Provide leak resistant trucks/trailers to deliver bags and boxes and to transport boxed waste materials. 9. Maintain sufficient inventory in the Wood Building (one week's supply) of bags and boxes to replenish the estimated weekly requirements without stock-outages. Restock on Mondays to bring to minimum levels. 10. Comply with EPA 40CFR 260 regulation and Virginia Department of Environmental Quality (Waste Management Operations) guidelines.
	C.A.	Semi Annual (SA), As Required (ASREQ)),	11. Items 1., 4., 5., 6., and 8., waste generator/customers monitor and report Non-compliance to C. A. for corrective action.
		By Exception ONLY	12. Items 7. and 9., if non-compliance is reported by end users or otherwise discovered, initiate corrective action.

B. Special Needs

Contractor Obligations (Deliverables)	Responsible Party	Frequency	Required Actions
2. Stericycle, Inc. shall maintain appropriate insurance coverages and licenses II. GTC, T. American Waste Bid (B)	Stericycle, Inc. C.A.	Annual (A), at Contract Renewal	1. Maintain <u>current</u> Certificate of Insurance (COI) and State and Federal license(s). 2. Receive copies of COI and licenses, <u>if furnished</u> directly to the C.A., and Copy Purchasing, Contract Officer

6-20-03			
3. Stericycle, Inc. shall invoice for waste materials removed and disposed VI. Method of Payment, American Waste Bid (B) 6-20-03	Stericycle, Inc. C.A.	Monthly (M) M 100%	1. Invoices include white copy of manifest, evidence of pickup's, and yellow copy, evidence of destruction. 2. Cover services provide over one month period. 3. Submit by the NLT the 15th day after the end of the serviced month. 4. Charge $9.52 per box for disposal 5. Review, approve and process invoices to AP for payment.

C. End User Requirements

Waste Generator Obligations (Actions)	Responsible Party	Frequency	Required Actions
1. VCU Waste Generators will conform with contract requirements I. SOW B., 1-12 American Waste Bid (B) 6-20-03	All Active Pick-Up Locations End Users Stericycle, Inc.	See A. 1. above On-Going	1. Exclude hazardous, radioactive, explosive or toxic wastes in the infectious waste stream. 2. Package all infectious waste in the Contractor furnished cardboard boxes lined with Stericycle, Inc. furnished red plastic bags. 3. Seal all plastic bags per instructions/regulations, then seal the outer cardboard box and label each box with the name and address of the VCU waste generator (customer). 4. Place sealed boxes at the pre-established pickup site. 5. Repackage all leaking containers detected before off-loading to Stericycle, Inc.

FOOTNOTES: The Contract Administrator (C. A.) is charged with ensuring that Stericycle, Inc. fully complies with the contract deliverable terms and conditions. **The C.A. relies completely on user departments to conduct oversight of Stericycle, Inc. The C.A. involves himself/herself only when asked to do so to correct contract performance deviations**. The contract deliverables are summarized in the Contract Administration Action Plan (CAAP). The C. A. should pursue the following actions if he/she finds that Stericycle, Inc. has failed to comply:

1. Contact the Stericycle, Inc. on-site manager (if there is on-site manager otherwise contact Stericycle, Inc.home office management); bring to his/her attention the deliverable oversight. The Contract Administrator will be specific about what was to have been delivered and the expected corrective action. A reasonable amount of time will be provided to correct the situation. Comprehensive documentation will be maintained.

   The seriousness, urgency and or criticality of the contract item not delivered should determine whether or not to establish contact with the Stericycle, Inc. representative. Suggest that the original contact be by telephone, e-mail or facsimile letter, as this is quicker than arrangements for a face-to-face meeting. Provide copy of correspondence to interested VCU parties; always copy the VCU P&P Contract Officer and Contract Administration Manager.

2. If problem is resolved in a timely manner, confirm to Stericycle, Inc. that the issue is closed, and copy interested VCU parties. If problem is not resolved in a timely manner, contact the P&P Contract Administration Manager and initiate a conference call with the Stericycle, Inc. sales representative. If necessary, elevate the problem within the Stericycle, Inc. management hierarchy.

3. If problem is not resolved, the P&P Contract Administration Manager, along with the Contract Officer, will initiate a Complaint to State Vendor Form re-identifying the problem, specifying the expected relief and compliance date. Depending on the nature of the issue(s), the Department of Procurement and Payment may elect to solicit the assistance of the General Counsels Office. Failure to repair could result in the following legal actions (in ascending order): Cure Letter, Termination for Cause or Termination for Convenience, Contract Re-Procurement with excess charges to the Contractor.

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		M, W, F	5. Make pickups 3 times weekly, excludes University holidays), at Wood and Lyons Clinics designated pickup points. Pickups between the hours of 7:30 A.M. and 4:30 P.M. as pre-arranged.
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		On-Call	7. Make pickups to other locations, listed in SON. I.F., when notified, at designated pickup points.
		On-Going	8. Provide leak resistant trucks/trailers to deliver bags and boxes and to transport boxed waste materials. 9. Maintain sufficient inventory in the Wood Building (one week's supply) of bags and boxes to replenish the estimated weekly requirements without stock-outages. Restock on Mondays to bring to minimum levels. 10. Comply with EPA 40CFR 260 regulation and Virginia Department of Environmental Quality (Waste Management Operations) guidelines.
	C.A.	Semi Annual (SA), As Required (ASREQ)),	11. Items 1., 4., 5., 6., and 8., waste generator/customers monitor and report Non-compliance to C. A. for corrective action.
		By Exception ONLY	12. Items 7. and 9., if non-compliance is reported by end users or otherwise discovered, initiate corrective action.

B. Special Needs

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6-20-03			
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FOOTNOTES: The Contract Administrator (C. A.) is charged with ensuring that Stericycle, Inc. fully complies with the contract deliverable terms and conditions. **The C.A. relies completely on user departments to conduct oversight of Stericycle, Inc. The C.A. involves himself/herself only when asked to do so to correct contract performance deviations**. The contract deliverables are summarized in the Contract Administration Action Plan (CAAP). The C. A. should pursue the following actions if he/she finds that Stericycle, Inc. has failed to comply:

1. Contact the Stericycle, Inc. on-site manager (if there is on-site manager otherwise contact Stericycle, Inc.home office management); bring to his/her attention the deliverable oversight. The Contract Administrator will be specific about what was to have been delivered and the expected corrective action. A reasonable amount of time will be provided to correct the situation. Comprehensive documentation will be maintained.

   The seriousness, urgency and or criticality of the contract item not delivered should determine whether or not to establish contact with the Stericycle, Inc. representative. Suggest that the original contact be by telephone, e-mail or facsimile letter, as this is quicker than arrangements for a face-to-face meeting. Provide copy of correspondence to interested VCU parties; always copy the VCU P&P Contract Officer and Contract Administration Manager.

2. If problem is resolved in a timely manner, confirm to Stericycle, Inc. that the issue is closed, and copy interested VCU parties. If problem is not resolved in a timely manner, contact the P&P Contract Administration Manager and initiate a conference call with the Stericycle, Inc. sales representative. If necessary, elevate the problem within the Stericycle, Inc. management hierarchy.

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