

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE SPO200	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) SEE BLOCK 6		CODE	
Defense Logistics Agency Defense Supply Center Philadelphia 700 Robbins Avenue Philadelphia, PA 19111 Gail R. Viola, DSCP-MSAA (215) 737-9052				

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Allegiance Healthcare Corporation Government Sales 1450 Waukegan Road McGaw Park, IL 60085	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. SPO200-00-D-7161
	10B. DATED (SEE ITEM 13) July 19, 2000
CODE 07T06	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers:

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. Accounting and Appropriation Data (If required)
Medical / Surgical Prime Vendor - Global Central Region

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Agreement of the Parties

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE ATTACHED

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) D.H. WILLIAMS	15B. CONTRACTING OFFICER 	15C. DATE SIGNED 4/11/01	15D. SIGNATURE OF PERSON AUTHORIZED TO SIGN
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ANNE POLIKENI, Contracting Officer	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED	(Signature of Contracting Officer)



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a. Statement of Work Section I,A,4

Delete SOW paragraph I,A,4 and replace with the following paragraph:

"Each PV shall provide all Med/Surg products for which it has been authorized as a distributor under a designated contracting instrument as authorized by Defense Supply Center Philadelphia (DSCP) Medical. A designated contracting instrument includes, but is not limited to, a Distribution and Pricing Agreement (DAPA). (Note: The name "Distribution and Pricing Agreement" may change during the term of this contract). Only items available through a designated contracting instrument will be ordered and delivered under the PV contract. All items are brand name specific or generic commercial products that are identified by the manufacturer's item descriptions and part number and conform to the manufacturer's commercial specifications."

- b. Wherever the term "DAPA" appears in the contract, it shall include designated contracting instrument(s) and/or DAPA, as appropriate."
- c. In accordance with the Statement of Work (SOW), Section I.A.4, a designated contracting instrument, the Alternate Commercial Product Ordering Program (ACPOP) for ordering supplies not available under a traditional DAPA is established and added to this contract. Routine Ordering Facilities (ROFs) and Quasi-Master Ordering Facility (MOF) may elect to order supplies under the ACPPOP.
- d. Any ROF or Quasi-MOF that elects to order supplies using the ACPPOP is required to provide thirty (30) calendar days written notification of that election (e-mail notification is encouraged) to its PV customer service representative. ROFs and Quasi-MOFs may make this election at any time, but must always give the PV thirty (30) calendar days notice. However, the PV may waive and/or relax this thirty- (30) day notice requirement. Only the ROF or Quasi-MOF may cancel its election, and in that event, shall provide reasonable notice simultaneously to the PV and to the Contracting Officer.
- e. Immediately upon receipt of the notice of election to order supplies (see paragraph d above), the PV shall take all-prudent and necessary steps to ensure that each ROF may begin using the ACPPOP as quickly as possible. In no event shall the PV cause any ROF to wait longer than fifteen (15) calendar days after the date of its notification of election to order supplies (see paragraph d above) to have complete use of the ACPPOP. If the PV becomes aware of events, in whole or in part, beyond its control that may endanger its 15 calendar day deadline, the PV must immediately notify (phone or email) the Contracting Officer of the event and its anticipated resolution so that it may meet its 15 calendar day deadline.
- f. Prices offered and displayed to all facilities, for items under the ACPPOP program, shall be on a total delivered price basis inclusive of the DSCP cost recovery factor (no separately charged distribution fee is allowed under this agreement) in effect at time of order placement. The PV warrants that prices offered shall be their best customer price, considering terms and conditions, such as quantity, delivery requirements or other.
- g. Customers shall use their PV assigned usage or non-usage account number to place an order via Electronic Data Interchange (EDI) or their PV web based ordering system. A customer may use a combination of ordering methods, with only one method used per order. Delivery of the items will be negotiated between the ordering facility and the PV.

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- h. If a customer places an order for a DAPA item through this program, the PV shall set their automated order system to pick up DAPA pricing and allow the sale of that item. The PV must ensure that the sale price does not exceed the DAPA price plus the PV's distribution fee and the DSCP cost recovery factor currently in effect. The monthly report (provided by the PV) shall identify the DAPA item inadvertently purchased. The PV shall alert the customer that future purchases for that item shall be made in accordance with the applicable DAPA. If the PV determines that repetitive purchases of identical DAPA items are purchased, the DSCP Contracting Officer shall be notified.

If the lowest ACPOP price is through an available Federal Supply Schedule (FSS), the PV will process the purchase at the FSS price minus the Industrial Funding Fee or reject the order and advise the customer to place it through the FSS. If the order is processed, the customer shall be aware of the pricing source upon order placement.

The PV shall provide a monthly report electronically in Microsoft Excel to the Contracting Officer by the 15th of the following month. A separate column for each category below must appear, denote "not applicable" (N/A) in fields that do not correspond to requested data. The report shall include the following categories on all ACPOP sales:

1. PV order number (e.g., SKU, catalog or part number)
2. Item Name
3. Manufacturer name
4. Manufacturer part number
5. Manufacturer unit of sale
6. Manufacturer catalog price
7. Supplier name
8. Supplier part number
9. Supplier unit of sale
10. Supplier Catalog price
11. For reported sale, quantity purchased
12. PV unit of sale
13. For reported sale, total delivered unit price charged by the PV (inclusive of the DSCP cost recovery factor)
14. For reported sale, extended sale value based on the unit price
15. Date of reported sale
16. Raw/undelivered unit price (exclusive of any distribution charges and the cost recovery factor currently charged by DSCP) charged by the PV
17. Extended sale value based on valuing the quantity purchased at this unit price
18. If this item was previously sold to the customer by the PV outside of this ACPOP, the total delivered unit price of that sale
19. When determinable, extended sale based on valuing the quantity sold at this previous unit price
20. Date of sale (cited in item 16)
21. Actual savings to the Government (#19 minus #14), for this item
22. Actual savings to the Government, for all items combined on this report
23. Actual savings to the Government, for all items sold to date under this program
24. FSS price
25. FSS contract number
26. FSS contractor
27. FSS part number
28. FSS unit of sale

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- 29. Lowest PV price to any customer and lowest PV price to other customers under conditions and terms that are most comparable to those under this contract (commercial non-Government sales only)
- 30. Average PV price to all customers (commercial non-Government sales only)
- 31. Highest PV price to all customers (commercial non-Government sales only)
- 32. Notes (any additional information or explanation for the charted data)

The following audit clause is hereby incorporated into the contract for the ACPOP:

RIGHT TO AUDIT (JUL 2000)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) The Contractor has warranted that prices shall be the best obtainable for each customer, considering terms and conditions such as quantity and delivery requirements. To assure compliance with this price warranty, the Contractor agrees that the Government shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder. This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(c) The contract requires the contractor to furnish pricing information reports, the required contents of which are described elsewhere within the contract. The **Government** shall have the right to examine and audit the supporting records and materials, for the purpose of:

- 1) Evaluating the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) Verifying the data reported; and
- (3) Verifying that the prices charged were the best obtainable for each customer, considering terms and conditions such as quantity and delivery requirements.

(d) Availability – the Contractor shall make available at its office, and as otherwise directed by the Government, at all reasonable times, the records, materials, and other evidence described in paragraphs (a), (b), and (c) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7: Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition:

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.



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(e) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (e), in all subcontracts under this contract that exceed the simplified acquisition threshold.

(f) If any audit discloses any overpricing, the Government will pursue any claims of overpayment, plus any applicable interest, in accordance with FAR Parts 32 and 33 as well as any and all applicable supplemental regulations. The Government may demand collection of overpayments within six years from final disbursement.
(End of Clause)

k. Each ROF or Quasi-MOF will order under its Med/Surg PV assigned contract number and delivery order numbers.

l. The PV is required to report these sales in it's monthly order data submission in the format shown in the SOW under Section V "Basic Reporting Requirements", E, 4, C.

m. This modification is issued at no cost to either party. All other terms and conditions of the Medical / Surgical Prime Vendor Global Region contract apply.

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