

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE: 215 737 3127  
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2. AMENDMENT/MODIFICATION NO. P00040	3. EFFECTIVE DATE 9/21/01	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable) 1 / 4
6. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA 700 ROBBINS AVENUE PHILADELPHIA, PA 19111 ATTN: DONNA KENNEDY/DSCP-MSAA/215-737-7075	CODE SP0200	7. ADMINISTERED BY (if other than item 6) SEE BLOCK 6	CODE

DEFENSE SUPPLY CENTER PHILADELPHIA  
 700 ROBBINS AVENUE  
 PHILADELPHIA, PA 19111  
 ATTN: DONNA KENNEDY/DSCP-MSAA/215-737-7075

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)  ALLEGIANCE HEALTHCARE CORPORATION GOVERNMENT SALES 1450 WAUKEGAN ROAD MCGAW PARK, IL 60085	(J) 9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. X SP0200-00-D-7163 10B. DATED (SEE ITEM 13) JULY 19, 2000
CODE 07IA6	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  is extended,  is not extended.  
 Offers 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 EAST REGION

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

(J) 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: AGREEMENT OF THE PARTIES
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
 NOTE: MODIFICATION NUMBERS P00037 AND P00039 ARE BEING INTENTIONALLY SKIPPED.

SEE ATTACHED PAGES FOR DESCRIPTION OF MODIFICATION.

15A. NAME AND TITLE OF SIGNER (Type or print) David Goldsberry, Vice President Health Systems, Allegiance Healthcare	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ANNE POLIMENT CONTRACTING OFFICER
15B. CONTRACT OFFICER OR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 9/19/01
16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 9-21-01

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Surge Provision changes are hereby incorporated into the Global EAST Region Generation II Prime Vendor contract as stated below:

**DELETE** any reference to "Surge" and **SUBSTITUTE** "War Reserve Materiel (WRM) Support".

Referencing SOW XIX Surge Requirements, Section D, Surge Items, Sub-paragraph 2. **DELETE** this paragraph in its entirety and **SUBSTITUTE** the following: "The PV will only be responsible for the portions that apply to this region. The PV will be given an eight-week grace period to bring items into inventory, upon receipt of identification of products either initially or until the access coverage meets the Service program access value as stated in the contract. The DAPA or ACPOP Readiness items that are identified in the contract as awarded will be transitioned to the PV's commercial inventory functional equivalents with DSCP, Service and PV price agreement until the access coverage meets the Service program access value stated in the contract."

**0001 War Reserve Materiel (WRM) Support and Air Expeditionary Force (AEF) Provision Twenty-Month Cost of Coverage, By Service and Program.** Each awardee will have each Service's WRM Support (and AEF) pricing reflected on its contract. The twenty-month cost is fixed for the life of the contract including option periods. For each WRM Support (and AEF) provision, the responsible Service will select a Prime Vendor (PV) by payment of the twenty-month cost, as described below. (Does not include purchase price of the material that will be separately paid at time of order.) Although the Service dollar value represents the estimated WRM Support (and AEF) requirements, the Government is not obligated to place any WRM Support (or AEF) orders under the contract. The diskette provided with the contracts reflected each Service program's product requirements cross-referenced to a Distribution and Pricing Agreement (DAPA) by manufacturer and product part number. The Military Services' Broad Contract Coverage (BCC) Initiative focuses on improving WRM Support product availability by identifying the PV's functional equivalent commercial inventory products with rapid turnover that are functional equivalents meeting the Service program product requirements. (Ex. The Service has a need for blue latex gloves, size 7 and picks a DAPA item - ABC Company's item. The PV does not sell that item commercially but will bring it in under the WRM Support provision and hold it for 20 months for a possible sale, unable to rotate it among commercial customers. However, the PV sells a lot of the XYZ Company's blue latex gloves, size 7 and could easily rotate the Service quantities. Under BCC, the XYZ Company's functional equivalent will be considered to fill the Service requirement.) This should increase the PV's ability to rotate the access stock and increase that likelihood that a deployed clinician will be using the same material in a contingency setting that he/she used in the non-deployment clinical setting. As a result of the BCC, the originally identified products will be cross-referenced to the PV's high turnover functional equivalent items.

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The WAR RESERVE MATERIEL (WRM) SUPPORT Distribution Fee applies to Distribution and Pricing Agreement Items (DAPA) Products only.

**WAR RESERVE MATERIEL SUPPORT (WRM SUPPORT) DISTRIBUTION FEE:**  
(To be added to the product price for every draw down from the WRM Support access material, based on ordering of small quantities, daily, if necessary, to support all civil support & contingency operations; small scale crisis response through large scale operation plan support; EASTly planned exercises and/or local unit exercises. One Distribution Fee covers all Service Programs in the entire Global EAST Region. 4.4%

0001AA Total Army stock requirements for the Global EAST Region: \$1,644,819.13 (estimate). The Army will select a single PV for its WRM Support for the entire Global EAST Region. The Army WRM Support provision can only be invoked by the US Army Medical Materiel Agency (USAMMA) at Ft. Detrick, MD.

Twenty-month cost for access to the material: preserved, packaged, packed, labeled, marked, and with delivery as specified in the SOW: \$296,826.02

0001AB Total Air Force stock requirements for the Global EAST Region: \$945,478.00 (estimate). The Air Force will select a single PV for its WRM Support for the entire Global EAST Region. The Air Force WRM Support provision can only be invoked by the Air Force Medical Logistics Office (AFMLO) at Ft. Detrick, MD or Wilford Hall Medical Center (WHMC) at Lackland AFB, TX.

Twenty-month cost for access to the material: preserved, packaged, packed, labeled, marked, and with delivery as specified in the SOW: \$170,622.05

0001AC Total Air Force Requirements for the Air Expeditionary Force (AEF): \$107,363.94 (estimate). The Air Force will select a single PV for its AEF support for the Global EAST Region. The AEF WRM Support provision can only be invoked by the Air Force Medical Logistics Office (AFMLO) at Ft. Detrick, MD or Wilford Hall Medical Center (WHMC) at Lackland AFB, TX.

Twenty-month cost for access to the material: preserved, packaged, packed, labeled, marked, and with delivery as specified in the SOW: \$19,375.09

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0001AD Total Navy stock requirements for the Blood Surge Program: \$182,700.35 (estimate). The Navy will select a single PV for its Blood WRM Support for the entire Global EAST Region. The Navy WRM Support provision can only be invoked by the Naval Medical Logistics Command (NAVMEDLOGCOM) at Ft. Detrick, Md.

Twenty-month cost for access to the material: preserved, packaged, packed, labeled, marked, and with delivery as specified in the SOW: \$ 32,970.25

0001AE Total Marine Expeditionary Force: MEF II (Tricare Region 2) requirements: \$49,009.80 (estimate). The Marines will select a single PV for its WRM Support for MEF II (Camp LeJone). The MEF WRM Support can only be invoked by the Naval Medical Logistics Command (NAVMEDLOGCOM) at Ft. Detrick, Md.

Twenty-month cost for access to the material: preserved, packaged, packed, labeled, marked, and with delivery as specified in the SOW: \$ 8,844.38

Continuous review and revision of designated readiness commercial inventory items:

The products to be covered as readiness items will continue to be reviewed throughout the life of the contract. The DAPA items that are identified in the contract as awarded will be transitioned to the PV commercial inventory functional equivalents (DAPA or ACPOP) with DSCP, Service and PV price agreement until the access coverage meets the Service program access value stated in the contract.