

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.
P00082

3. EFFECTIVE DATE
3/20/03

4. REQUISITION/PURCHASE REQ. NO.
N/A

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

7. ADMINISTERED BY (If other than item 6) CODE

Defense Supply Center Philadelphia
700 Robbins Avenue
Philadelphia, PA 19111
Attn: Donna Kennedy/DSCP-MSAA/215-737-7232

See Block 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Cardinal Health 200, Inc.
The Medical Products and Services Group of Cardinal Health
1430 Waukegan Road
McGaw Park, IL 60085-6787

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
SP0200-00-D-7163

10B. DATED (SEE ITEM 13)

July 19, 2000

CODE 07TA6

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.

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 EAST REGION

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

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:
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

_____ copies to the issuing office.

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

SEE ATTACHED PAGE

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)

Susan Lahr
Director of Operations

18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

DONNA M. KENNEDY
CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR

Susan Lahr
(Signature of person authorized to sign)

15C. DATE SIGNED

3-20-03

18B. UNITED STATES OF AMERICA

BY Donna M Kennedy
(Signature of Contracting Officer)

16C. DATE SIGNED

3/20/03

NSN 7540-01-162-8070

PREVIOUS EDITION UNUSABLE

PerFORM (DLA)

STANDARD FORM 28 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SP0200-00-D-7163 - P00082

Cardinal Health

PAGE 2 OF 3

1. Reference Modification P00032 which added the Certification Requirement for Non-Manufactured Wood Packing Materials (NMWPM) to the contract.
2. The Government will furnish Cardinal Health, Wood Pallets (NSN: 3990-00-935-7960) for only those shipments under this contract that are destined for the United States Army Medical Materiel Center, Europe (USAMMCE). The Government supplier will ship the Pallets directly to Cardinal Health. The supplier of the Pallets is:

Treen Box and Pallet Corp. (Treen)
Wagner Road
Mifflintown, PA 17059
POC: Mr. Saverio Minicucci
215-639-5100 (phone)

3. The Contracting Officer will place the 1st Pallet order with Treen as a result of this Modification. Cardinal Health must submit a request at any time additional Pallets are required, in writing, to the Contracting Officer a minimum of 14 days prior to when the Pallets are required. The Contracting Officer will determine whether there is a legitimate need for additional Pallets and, if so, place an order with Treen for additional Pallets.
4. Treen will deliver the Pallets to Cardinal Health as Government Furnished Property (GFP). Treen will deliver the Pallets to:

Cardinal Health
2101 Waukegan Road
Waukegan, IL 60085

POC: Mr. Paul Schranz
847-578-5906

5. Cardinal Health must notify the Contracting Officer, in writing, each time a shipment is received from Treen. The notification must include the date the Pallets were received and must verify the number and condition of Pallets received.
6. Each shipment (order) will consist of 630 Pallets, currently valued at \$9.95 per Pallet. The maximum cost to the Government of furnishing Pallets under this modification may not exceed \$100,000. The Government will furnish Cardinal Health with the Pallets for shipments destined for USAMMCE only. All other materiel required in the performance of this contract shall be furnished by Cardinal Health. The Pallets will be provided and delivered to Cardinal Health at no cost.
7. USAMMCE will take possession of the GFP Pallets upon delivery from the Government-supplied carrier and will use the Pallets in its distribution system. If advantageous to the Government, the USAMMCE and the Government-supplied carrier will recycle the Pallets by returning them to Cardinal Health. Cardinal Health must notify the Contracting Officer, in writing, each time such a shipment is received from USAMMCE. The notification must include the date the Pallets were received and must verify the number and condition of Pallets received.

8. At the conclusion of the contract, the Government will furnish instructions of Cardinal Health for the disposition of any GFP Pallets remaining in the possession of Cardinal Health.

9. Clause 52.245-4 -- Government-Furnished Property (Short Form) (Apr 1984) is hereby incorporated in full text:

Government-Furnished Property (Short Form) (Apr 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when --

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except --

(1) For reasonable wear and tear;

(2) To the extent property is consumed in performing this contract; or

(3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.