

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00106		3. EFFECTIVE DATE 9/8/03	
4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY Defense Supply Center Philadelphia 700 Robbins Avenue Philadelphia, PA 19111 Attn: Donna Kennedy/DSCP-MSAA/215-737-7232		7. ADMINISTERED BY (If other than Item 6) See Block 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Owens & Minor 4800 Cox Road Glen Allen, VA 23060		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. SPO200-00-D-7162	
		10B. DATED (SEE ITEM 13) July 19, 2000	
CODE 9C381	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 this 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.**

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: AGREEMENT OF THE PARTIES
<input type="checkbox"/>	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.)

SEE ATTACHED PAGES

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) JAMES P. DILLON DIRECTOR GOVERNMENT RELATIONS		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DONNA M. KENNEDY CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR James P. Dillon <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 8 SEP 03	16B. UNITED STATES OF AMERICA BY Donna M. Kennedy <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED 9/4/03

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

PerFORM (DIA)

STANDARD FORM 34 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

1. Reference Modification P00096 effective May 6, 2003. The Cross-Docking Option 1 is hereby invoked. The Cross-Docking Option 1 will become **effective on September 8, 2003 and will expire on December 7, 2003**.
2. Option 1 Pricing will be \$49,268 per month plus actual supplies for refrigerated items not to exceed \$98 per item plus \$2.64 for every monthly line over 3,000. The attached Appendix A-2 (page 3) details the Assumptions/Specifications that have been agreed upon as the basis for pricing.

DSCP - Cross Docking Operations

Option 1: 9/8/2003 - 12/7/2003

Assumptions/Specifications for Pricing

#REF!

1. O&M does not take title to the products.
2. DSCP manages and pays all freight (inbound & outbound) directly.
3. O&M will only be required to handle products that O&M has agreed upon. DSCP will obtain O&M's approval prior to having new products shipped to the cross dock facility.
4. O&M has leased a separate facility to accommodate the anticipated increase in volume from the DSCP.
 If O&M is able to share the space with other O&M customers, O&M agrees to reduce the DSCP's price for all applicable costs (rent, utilities, equipment, and information systems) except direct costs associated with the DSCP (corporate general and administrative cost and pre-tax profit, warehouse employees, insurance and supplies) on a pro-rated basis. A pricing analysis will be performed when other commercial customers are added to the facility.
 If the variable lead/receiving employees will be used to perform work for commercial customers, O&M agrees to reduce that cost to DSCP on a pro-rated basis. Corporate general & administrative costs and pre-tax profit applicable to costs shared with other customers shall also be reduced proportionately.
5. DSCP to supply pallets to O&M for the cross docking operations at no cost to O&M.
6. DSCP to provide reasonable resources at Savage site for on the job training during each new phase of the project. The training will be for use of the website and other unique packaging requirements if the Contracting Officer deems it necessary.
7. DSCP to provide assistance in resolving issues (incomplete documentation, etc.) with the suppliers. O&M assumes less than 10% of the incoming orders will need to be researched.
8. DSCP agrees to make reasonable enhancements to the DSCP's cross docking website to make it a useful tool for tracking receipts and shipments.
9. O&M will weigh the products but is not required "cube" it.
10. Daily value for shipped products is less than \$500,000. O&M will insure the products at the facility up to \$500,000. DSCP will be responsible for any losses above this amount. O&M will advise the DSCP Contracting Officer if the daily value of shipped products approaches \$500,000 with a recommendation for an increase in the insured value with the associated costs.
11. All weekend or holiday work will be billed at a four hour minimum. Hourly rate is \$25. O&M will perform no weekend or holiday work unless specifically authorized in advance by the DSCP Contracting Officer.
12. Payment terms will be Net 15 days.
13. If all options are not exercised by the DSCP, termination fees will include lease termination fees charged to O&M, unrecovered capital purchases, unrecovered leasehold improvements, severance cost for direct warehouse employees, corporate general and administrative cost and pre-tax profit. See Part III C of SP0200-00-D-7160 - P0065 for further details.
14. O&M has the right to modify rates if the volume or profile of your business proves to differ significantly (higher or lower) from the specifications. If necessary, DSCP and O&M shall meet to review operating cost changes and revise the pricing based on operating cost changes, including but not limited to, costs related to activity levels, scope of services, and insurance rates.
 - a. Lines received per month 3,000
 - b. Small parcel lines received 30%
 - c. Hazmat lines received per month 15%
 - d. Refrigerated lines received per month 15%
15. O&M to invoice separately for supplies for refrigerated items and not to exceed \$98 per item.