

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 15
2. AMENDMENT/MODIFICATION NO. PO0126	3. EFFECTIVE DATE 7-8-04	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable)
6. ISSUED BY CODE Defense Supply Center Philadelphia 700 Robbins Avenue Philadelphia, PA 19111 Attn: Donna Kennedy/DSCP-MSAA/215-737-7232	SP0200	7. ADMINISTERED BY (if other than item 6) See Block 6	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Owens & Minor 4800 Cox Road Glen Allen, VA 23060		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 9C381 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. SP0200-00-D-7162	10B. DATED (SEE ITEM 13) July 19, 2000

**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.**

(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(G).
(X) C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>AGREEMENT OF THE PARTIES</b>
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 PAGES

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) JAMES P. DALLO DIRECTOR GOVERNMENT RELATIONS	15B. DATE SIGNED 1 JULY 04	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DONNA M. KENNEDY CONTRACTING OFFICER	15B. DATE SIGNED 7-8-04
15C. CONTRACTOR/OFFICER James P. Dallo (Signature of person authorized to sign)	BY Donna M. Kennedy (Signature of Contracting Officer)	16A. UNITED STATES OF AMERICA	16B. DATE SIGNED

**I. Cross-docking Service Description:** Under this service, Owens & Minor shall receive, consolidate, and prepare for pick-up by a Government-supplied carrier, medical supplies destined for USAMMCE and ordered under any DSCP contract/acquisition program except product ordered under Owens & Minor Med Surg PV Contract SP0200-00-D-6800 (for USAMMCE).

**II. Cross-docking Performance Period:**

Cross-docking Base Period: Award through May 7, 2005 (10 months)

Cross-docking Option 1: May 8, 2005 through March 7, 2006 (10 months)

**III. Fee Agreement:**

**A. Base Period Pricing:** Price will be \$ **48,477 per month plus actual supplies for refrigerated items not to exceed \$98 per item plus \$2.64 for every monthly line over 3,000** (for this and contract SP0200-00-D-7160 P00088 combined). The attached Appendix A-1 (page 15) details the Assumptions/Specifications that have been agreed upon as the basis for pricing. The Assumptions/Specifications are supplemented with the following:

1. **Assumption 9:** O&M will weight the products but is not required to “cube” it.
2. **Assumption 13:** See Part III B below for further details.
3. **Assumption 14:** If the volume or profile of the cross-docking is 15% lower than that specified herein, after 60 days of performance, Owens & Minor shall propose to the DSCP Contracting Officer a reduction in the costs. If the volume or profile of the cross-docking is 15% higher than that specified herein, after 60 days of performance, Owens & Minor may propose to the DSCP Contracting Officer, an increase in the costs.

**B. Option Period(s) Pricing:** The options will not be priced at time of modification award, but each option period monthly fee will be established in writing a minimum of three days prior to option exercising, by agreement of Owens & Minor and the DSCP Contracting Officer. The decision to exercise an option is solely at the discretion of the DSCP Contracting Officer. Owens & Minor is required to provide updated detailed price proposal data based on recent historical costs incurred, including a proportional re-assessment of costs should Owens & Minor start performing commercial cross-docking service, 30 days in advance of the option effective date. The option pricing for fixed costs cannot exceed those negotiated to price the base period. Should the DSCP be the only firm using Owens & Minor’s cross-docking service, building rent termination costs will be minimized whenever DSCP can provide at least 31 days advance notice that it will not be exercising an option.

**C. Termination Costs:** Should the Government Terminate for Convenience the cross-docking service or fail to exercise an option period as identified above, the Government agrees to pay Owens & Minor termination costs not exceeding those agreed upon herein. Termination costs will only be assessed for the period covering the date of termination through March 7, 2006. For termination cost calculation, the monthly rate value for each category of cost will match the rate used for the most recent option pricing. The categories of allowable costs include: any lease termination fees, unrecovered leasehold improvements, unrecovered information system and equipment capital purchases, and any severance costs for variable lead and/or receiving employees. Termination costs for corporate general & administrative costs and estimated pre-tax profit will be limited to the application of those negotiated rates to the other categories of allowable termination costs identified above.

**IV. Authorized Products:** ONLY the following categories of medical products are authorized for cross-docking:

- Dental
- Hazardous Materials (HAZMATs authorized for air transport)
- Medical Equipment
- Medical Laboratory
- Medical Sets
- Medical Surgical
- Optical
- Pharmaceuticals

**Owens & Minor will not be shipped or required to handle any controlled substances or pharmaceuticals listed on DEA schedules I through V or HAZMATs requiring surface transport.**

**V. Authorized Offices:** ONLY the following offices are authorized to send materiel for cross-docking:

- DSCP Medical
- U.S. Army Medical Materiel Agency (USAMMA)
- Air Force Medical Logistics (AFMLO)
- Naval Medical Logistics Command (NAVMEDLOGCOM)
- Marine Corp Systems Command
- 6<sup>th</sup> Medical Logistics Management Center (MLMC)
- U.S. Army Medical Materiel Command Europe (USAMMCE)
- Doha – Qatar
- Balad - Iraq

**VI. Ship-To Address for Product Suppliers:** Product suppliers will be advised to use the following ship-to address for cross-docking orders:

**DSCP Cross Dock Project**

c/o O&M X-Dock Center

Attn: John Pritchard, Phone # 301-617-2735

8870 Greenwood Place, Suite D – Door 1/2/3/4

Savage, Maryland 20763

**VII. Materiel Receipt by Owens & Minor:**

**A. Received Damaged Packages:** Owens & Minor shall refuse acceptance upon carrier presentation of visibly damaged materiel. Owens & Minor shall gather as much information as possible regarding the product, such as document number, authorized offices, etc. and provide this information to the DSCP Cross-Docking Point of Contact (POC), identified below.

**B. Received Partial Shipments:** Owens & Minor is authorized to hold received partial shipments for up to two days unless the product is refrigerated or frozen. Owens & Minor shall present refrigerated or frozen products for Government carrier pickup immediately.

**VIII. Instructions for Refrigerated/Frozen/HAZMAT Products:**

1. **Perishable Medical Items Requiring Refrigeration:** *General requirements contained in **Section A** are applicable to packaging of routine perishable Medical items, i.e., laboratory chemicals, batteries, etc. Specialized requirements contained in **Section B** are applicable to packaging of Vaccines and other FSC 6505 items identified as requiring application of stringent cold chain management principles.*

**A. Routine Perishable Medical Items.**

1. Perishable items requiring refrigeration shall be packed in suitable thermal shipping containers with a quantity of ice (water/wet or chemical, as applicable) sufficient to maintain proper preservation of the materiel during shipment. Packaging of these items shall be as specified herein; however, as an alternate, commercial packaging may be used, provided the proper temperature is maintained during shipment to the ultimate customer.

2. To assure that all receiving activities can properly identify items requiring special handling and storage, shipping containers shall be marked with the applicable storage statements. For Medical items subject to damage by freezing, marking on each shipping container will also include the statement "DO NOT PERMIT TO FREEZE" or similar commercial statement. "ARROW" and "FRAGILE" markings, as appropriate, will also be applied to each shipping container.

3. The packing list accompanying each shipment shall be annotated with the following: "REQUIRES SPECIAL HANDLING AND/OR STORAGE" and the appropriate storage statement, e.g., "STORE BETWEEN 2° – 8° C (35° - 46° F)"; etc. As an alternate, commercial storage statements are acceptable.

4. Routine perishable Medical items shall be packaged and marked as follows:

a. Constant refrigeration.

(1) Medical items which are identified as requiring constant refrigeration will be packaged in containers conforming to Type II or Type III of Commercial Item Description (CID) A-A-0059195A. The required storage temperature is between 2° – 8° C (36° - 46° F). Water/wet ice or refrigerant packs (chemical gel packs) will be used and containers will be precooled to 4° C (40° F) before packaging. The required amount of water/wet ice to be used for each size container is shown in Table I and the required amount of refrigerant packs is shown in Table II. Refrigerant packs or water/wet ice will be properly chilled at 4°C (approx 39°F - 40°F) or frozen between -17°C and -20°C (approx 0°F and -4°F).

(2) A properly completed DD Form 1502-1 (Chilled Medical Materiel Shipment - Perishable - Keep Chilled) shall be affixed to the shipping container adjacent to the address label. The required delivery date and applicable icing and time data shall be inserted on the label at the time of shipment. In addition, the date and time when re-icing is required shall be indicated. To assure accuracy in listing dates, when completing the perishable form, use Julian date and Zulu time (Greenwich mean time) to compensate for shipments between time zones (e.g., a shipment prepared in Pennsylvania, at 0800 hours EST on 4 Feb 04 would be shown as 035.04 Julian date and 1200 hrs Z).

(3) A copy of DSCP Form 2770-1, Notice for Chilled Medical Materiel Shipments will be placed into each shipping container prior to closure, except, this form is not required for shipments of laboratory or environmental specimens.

TABLE I - (WATER/WET ICE) <sup>1/</sup>

<u>TYPE II CONTAINER</u>	<u>POUNDS OF WATER/WET ICE</u>		<u>HOURS MAINTAINED BETWEEN 35° - 55° F (2° - 13° C)</u>		
	<u>Size</u>	<u>Normal</u>	<u>Warm Weather</u>	<u>Normal</u>	<u>Warm Weather</u>
1 - Small	2.5 lbs (1.13 kg)	3.5 lbs (1.59 kg)	97 hrs	111 hrs	
2 - Medium	6 lbs (2.72 kg)	7.5 lbs (3.40 kg)	96 hrs	116 hrs	
3 - Large	14 lbs (6.35 kg)	18 lbs (8.16 kg)	98 hrs	122 hrs	
4 - X-Large	18 lbs (8.16 kg)	21 lbs (9.53 kg)	96 hrs	120 hrs	

<sup>1/</sup> Precool containers and contents to 4° C (40° F) before packing and closing. Normal requirements apply when climatic temperature is below 25° C (77° F). Warm weather requirements apply for shipments to hot climates and when climatic temperatures are above 25° C (77° C).

TABLE II - (CHEMICAL ICE) <sup>1/</sup>

<u>TYPE II OR III CONTAINER</u>	<u>POUNDS OF CHEMICAL ICE</u>		<u>HOURS MAINTAINED BETWEEN 35° - 55° F (2° - 13° C)</u>	
	<u>Normal</u>	<u>Warm Weather</u>	<u>Normal</u>	<u>Warm Weather</u>
1 - Small	---	---	---	---
2 - Medium	---	---	---	---
3 - Large	15 lbs (6.80 kg)	18 lbs (8.16 kg)	96 hrs	120 hrs
4 - X-Large	18 lbs (8.16 kg)	21 lbs (9.53 kg)	96 hrs	120 hrs

<sup>1/</sup> Precool containers and contents to 4° C (40° F) before packing and closing. Normal requirements apply when climatic temperature is below 25° C (77° F). Warm weather requirements apply for shipments to hot climates and when climatic temperatures are above 25° C (77° C).

b. Products not requiring constant refrigeration.

(1) Medical items which are identified as not requiring constant refrigeration will be packaged as specified in A.4.a. Items may be shipped out of refrigeration for 4, 7, or 18 days, as applicable, provided temperature range of 0° to 35° C (32° to 95° F) can be assured during shipment. Special caution should be exercised in hot weather conditions. To protect items in transit in hot weather exceeding 32° C (90° F), or for shipments destined to hot climates, constant chill procedures as specified in A.4.a will be followed.

(2) A properly completed DD Form 1502-2 (Limited Unrefrigerated Medical Materiel Shipment. Perishable) shall be affixed to the shipping container adjacent to the address label. The required delivery date and applicable removal from/return to refrigeration date shall be inserted on the label at the time of shipment. However, when constant chill procedures are followed, a properly completed DD Form 1502-1 shall be supplied. To assure accuracy in listing dates, when completing the perishable form, use Julian date and Zulu time (Greenwich mean time) to compensate for shipments between time zones (e.g., a shipment prepared in Pennsylvania, at 0800 hours EST on 4 Feb 04 would be shown as 035.04 Julian date and 1200 hrs Z).

(3) A copy of DSCP Form 2770-2 will be placed into each shipping container prior to closure, except, this form is not required for shipments of laboratory or environmental specimens. However, when constant chill procedures are followed, a copy of DSCP Form 2770-1 shall be supplied.

**B. Vaccines and other FSC 6505 items requiring application of stringent cold chain management principles.**

1. Specialized protocols shall be followed for packaging of Vaccines and other designated FSC 6505 items requiring more stringent application of cold chain management

principles. Protocols for use with items requiring constant refrigeration are contained in Attachment 1 (see attached). There are 3 separate protocols which have been developed for 3 weather conditions: cold, moderate, warm. The specific protocol is determined by the destination's current ambient temperature. Contact DSCP via email ([yvonne.poplawski@dla.mil](mailto:yvonne.poplawski@dla.mil)) for assistance in determining the specific protocol to be used.

2. **DD Forms 1502-1 and 1502-2 and DSCP Forms 2770-1 and 2770-2 shall not be supplied for shipments of materiel packaged according to these stringent principles.**

3. Acceptable containers and supplies for use with these specialized packaging protocols are as follows:

**TABLE III - ENDUROTHERM<sup>®</sup> (INSULATED SHIPPING) CONTAINERS<sup>1/</sup>**

<u>PRODUCT NO.</u>	<u>DIMENSIONS (Length x Width x Height)</u>		<u>APPROXIMATE WEIGHT (FULLY LOADED)</u>
	<u>CAVITY</u>	<u>OUTER CONTAINER</u>	
Model E-327 Extra Large	18" x 14 1/2" x 12"	24" x 24" x 24"	145 lbs
Model E-186 Large	16-1/2" x 12" x 7"	22-1/2" x 19" x 17-1/2"	75 lbs
Model E-65 Medium	12" x 6-1/2" x 6-1/2"	18" x 12" x 18"	40 lbs
Model E-36-2 Small	10-3/4" x 6-12" x 4"	15-1/2" x 12" x 14"	20 lbs

<sup>1/</sup> These containers are designed for use for "ANY TEMPERATURE-SENSITIVE PRODUCT" and are for use with packaging protocols contained in Attachment 1. These containers maintain the required temperature as indicated in the applicable protocol for at least 72 hours during shipment.

**TABLE IV - ADDITIONAL SUPPLIES**

<b><u>Polar Packs (Refrigerant Packs)</u></b>		
<u>SIZE</u>	<u>WEIGHT</u>	<u>DIMENSIONS</u>
Small	24 oz	8" x 6" x 1-1/4"
Medium	48 oz	10-1/4" x 8" x 1-1/2"
<b><u>Temperature Monitors</u></b>		
TempTale <sup>®</sup> 4		

TABLE V - SUGGESTED SOURCES

<u>Endurotherm<sup>®</sup> Containers and Polar Packs:</u>	<u>TempTale<sup>®</sup>3 and TempTale<sup>®</sup>4 Monitors:</u>
ISC, Inc. 5240 West Buckeye Rd. Phoenix, AZ 85043 (800) 654-2699 <a href="http://www.isc-ship.com/">http://www.isc-ship.com/</a>	Sensitech, Inc. 800 Cummings Center Suite 258X Beverly, MA 01915-6196 (484) 530-2656 <a href="http://www.sensitech.com/">http://www.sensitech.com/</a>

2. **Perishable Medical Items Requiring Constant Freeze Temperatures:** *General requirements contained in Section A are applicable to packaging of routine perishable Medical items requiring constant freeze temperatures. Specialized requirements contained in Section B are applicable to packaging of Vaccines and other FSC 6505 items identified as requiring application of stringent cold chain management principles.*

**A. Routine Perishable Medical Items.**

1. Perishable items requiring constant freeze temperatures shall be packed in suitable thermal shipping containers with a quantity of dry ice sufficient to maintain proper preservation of the materiel during shipment. Packaging of these items shall be as specified herein; however, as an alternate, commercial packaging may be used, provided the proper temperature is maintained during shipment to the ultimate customer.

2. To assure that all receiving activities can properly identify items requiring special handling and storage, shipping containers shall be marked with the applicable storage statements. "ARROW" and "FRAGILE" markings, as appropriate, will also be applied to each shipping container.

3. The packing list accompanying each shipment shall be annotated with the following: "REQUIRES SPECIAL HANDLING AND/OR STORAGE" and the appropriate storage statement, e.g., "KEEP FROZEN;" etc. Commercial storage statements are acceptable.

4. Routine perishable Medical items requiring constant freeze temperatures shall be packaged and marked as follows:

a. Medical items, which are identified as freezer products will be stored and shipped in a constant frozen state. Dry ice only will be used and containers will be precooled to 4° C (40° F) before packaging. Items selected for shipment should be placed in one or more of the containers listed in Table I or Table Ia. Container size will allow sufficient space for the dry ice. Containers will conform to Type I or Type III of CID A-A-0059195A. Dry ice will conform to Federal Specification BB-C-104. The required amount of dry ice to be used for each size container is shown in Table I or Table Ia. For shipments under normal conditions using Type I containers, i.e., temperature below 25° C (77° F), use the normal column to determine the required amount of dry ice. For shipments in warm weather using Type I

containers, or destined for hot climates, i.e., temperatures above 25° C (77° F), use the warm weather column to determine the required amount of dry ice. For Type III containers use the normal column all year to determine the required amount of dry ice.

TABLE I - (DRY ICE)

<u>TYPE I CONTAINER</u>	<u>POUNDS OF DRY ICE</u>		<u>HOURS MAINTAINED BELOW -4° C (25° F)</u>	
	<u>Normal</u>	<u>Warm Weather</u>	<u>Normal</u>	<u>Warm Weather</u>
1 - Small	6 lbs (2.75 kg)	9 lbs (4.08 kg)	85 hrs	120 hrs
2 - Medium	8 lbs (3.63 kg)	12 lbs (5.44 kg)	70 hrs	120 hrs
3 - Large	12 lbs (5.44 kg)	18 lbs (8.16 kg)	85 hrs	120 hrs
4 - X-Large	22 lbs (9.98 kg)	24 lbs (10.8 kg)	96 hrs	120 hrs

- <sup>1/</sup> Precool containers and contents to 4° C (40° F) before packing and closing. Normal requirements apply when climatic temperature is below 25° C (77° F). Warm weather requirements apply for shipments to hot climates and when climatic temperatures are 25° - 32° C (77° - 90° F).

TABLE Ia (DRY ICE) <sup>1/</sup>

<u>TYPE III CONTAINER</u>	<u>POUNDS OF DRY ICE</u>	<u>HOURS MAINTAINED BELOW -4° C NORMAL</u>
1 - Small	20 lbs (9.7 kg)	96 hrs
2 - Medium	25 lbs (11.34 kg)	96 hrs
3 - Large	40 lbs (18.14 kg)	96 hrs
4 - X-Large	55 lbs (25 kg)	96 hrs

- <sup>1/</sup> Precool containers and contents to 4° C (40° F) before packing and closing. Normal requirements apply when climatic temperature is below 25° C (77° F).

b. Pack individual unit packages into the precooled insulated shipping container snugly, taking advantage of all available space, and fill void with cushioning such as kraft paper or bubble wrap or similar material to prevent damage. Add amount of dry ice required on top of cushioning. When re-icing is required, it will be accomplished without handling the items.

c. An irreversible indicator may be placed inside each container as evidence that materiel has not thawed during transit. Indicators are available commercially, or they can be fabricated from a plastic tube, about 4 inches (160 mm) long by 3/8 inch (10 mm) inside diameter, containing frozen water colored with egg coloring dye. To prevent melting in handling, cotton thread or string is tied to each frozen indicator. A notice, prominently printed on a label attached to the top of an interior flap of the shipping container, will indicate that melting of the colored ice in the tube, accompanied by staining of the interior of the box, is evidence that the required temperature was not maintained.

d. Component parts of freezer products will be packed in separate containers normally used for non-freezer products. Set assembly markings will be used in these cases.

e. A copy of DSCP Form 2770 will be placed into each shipping container prior to closure, except, this form is not required for shipments of laboratory or environmental specimens.

f. Closure of container will be by tape not less than 2 inches wide conforming to ASTM D 5486/5486M - Standard Specification for Pressure-Sensitive Tape for Packaging, Box Closure, and Sealing. The three-strip method will be used with one strip over the length of the center seam and extending a minimum of 2 inches over the end panels. One strip will be used to seal each edge of seam to within 1 inch of corner, thus leaving space at each corner for ventilation of the dry ice.

g. A properly completed DD Form 1502 (Frozen Medical Materiel Shipment -Perishable -Keep Frozen) shall be affixed to the shipping container adjacent to the address label. The required delivery date and applicable icing and time data shall be inserted on the label at the time of shipment. In addition, the date and time when re-icing is required shall be indicated. To assure accuracy in listing dates, when completing the perishable form, use Julian date and Zulu time (Greenwich mean time) to compensate for shipments between time zones (e.g., a shipment prepared in Pennsylvania, at 0800 hours EST on 4 Feb 04 would be shown as 035.04).

**B. Vaccines and other FSC 6505 items requiring application of stringent cold chain management principles.**

1. Specialized protocols shall be followed for packaging of Vaccines and other designated FSC 6505 items requiring more stringent application of cold chain management principles. Protocols for use with items requiring constant freeze temperatures are contained in Attachment 2 (see attached).

2. **DD Form 1502 and DSCP Form 2770 shall not be supplied for shipments of materiel packaged according to these stringent principles.**

3. Acceptable containers and supplies for use with these specialized packaging protocols are as follows.

**TABLE II - ENDUROTHERM® (INSULATED SHIPPING) CONTAINERS <sup>1/</sup>**

<u>PRODUCT NO.</u>	<u>DIMENSIONS (Length x Width x Height)</u>		<u>APPROXIMATE WEIGHT (FULLY LOADED)</u>
	<u>CAVITY</u>	<u>OUTER CONTAINER</u>	
Model E-327 Extra Large	18" x 14 1/2" x 12"	24" x 24" x 24"	145 lbs
Model E-186 Large	16-1/2" x 12" x 7"	22-1/2" x 19" x 17-1/2"	75 lbs
Model E-65 Medium	12" x 6-1/2" x 6-1/2"	18" x 12" x 18"	40 lbs
Model E-36-2 Small	10-3/4" x 6-12" x 4"	15-1/2" x 12" x 14"	20 lbs

<sup>1/</sup> These containers are designed for use for "ANY TEMPERATURE-SENSITIVE PRODUCT" and are for use with packaging protocols contained in Attachment 1. These containers maintain the required temperature as indicated in the applicable protocol for at least 72 hours during shipment.

**TABLE III - ADDITIONAL SUPPLIES**

<b><u>Polar Packs (Refrigerant Packs)</u></b>		
<u>SIZE</u>	<u>WEIGHT</u>	<u>DIMENSIONS</u>
Small	24 oz	8" x 6" x 1-1/4"
Medium	48 oz	10-1/4" x 8" x 1-1/2"
<b><u>Temperature Monitors</u></b>		
TempTale®4		

**TABLE IV - SUGGESTED SOURCES**

<p><u>Endurotherm® Containers and Polar Packs:</u></p> <p>ISC, Inc. 5240 West Buckeye Rd. Phoenix, AZ 85043 (800) 654-2699 <a href="http://www.isc-ship.com/">http://www.isc-ship.com/</a></p>	<p><u>TempTale®4 Monitors:</u></p> <p>Sensitech, Inc. 800 Cummings Center Suite 258X Beverly, MA 01915-6196 (484) 530-2656 <a href="http://www.sensitech.com/">http://www.sensitech.com/</a></p>
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### 3. Hazardous Material (HAZMAT):

A. Hazardous material (HAZMAT). HAZMAT includes any material defined as hazardous under 49 CFR 171.8 (Code of Federal Regulations (CFR) Title 49) and the latest version of FED-STD-313. Per 49 CFR 171.8, a hazardous material means a substance or material, including a hazardous substance, which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated.

#### B. Material Safety Data Sheets (MSDSs).

1. MSDSs shall meet the requirements of 29 CFR 1910-1200 (g) and FED-STD-313. Nothing contained in this contract shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with HAZMAT. Neither the requirements of this contract, nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government or Contractor personnel or property.

2. The Contractor shall furnish the customer with all applicable MSDSs with each shipment of HAZMAT. The Contractor shall also assure that all HAZMAT is labeled correctly. A copy of each MSDS, annotated with either the National Stock Number, if applicable, or commercial part number, and item name, shall be provided to DSCP, ATTN: DSCP-MSBA (Packaging). In addition, MSDSs will be provided to the DSCP Contracting Officer, upon request. If at any time during the contract there is a change in the composition of any item or a revision to FED-STD-313, which renders incomplete or inaccurate the data previously submitted, the Contractor shall promptly notify the Contracting Officer. The Contracting Officer may at his/her option, require the Contractor to resubmit the revised MSDSs to each ordering facility as well as DSCP-MSBA (Packaging).

C. Packaging. Packaging of HAZMAT shall comply with all applicable regulations, i.e., 49 CFR, International Civil Aviation Organization (ICAO) Technical Instructions (excluding para. 1.4 of Chapters 1 and 3), and International Maritime Dangerous Goods Code (IMDG).

#### D. Labeling and marking.

1. Labeling and marking of HAZMAT shall comply with the requirements of 49 CFR, 29 CFR, and either ICAO Technical Instructions (excluding para. 1.4 of Chapters 1 and 3), IMDG Annex 1, or AFMAN 24-204(I)/TM 38-250/NAVSUP PUB 505/MCO 4030.19/DLAI 4145.3 as appropriate. Labeling shall be in accordance with one of the following:

Federal Insecticide, Fungicide, and Rodenticide Act  
Federal Food, Drug, and Cosmetics Act  
Consumer Product Safety Act  
Federal Hazardous Substances Act  
Federal Alcohol Administration Act  
or, if the material is not subject to one of the above acts,  
Hazard Communication Standard 29 CFR 1910-1200 et seq.

2. In addition, when required by the ordering activity, HAZMAT shall be marked as specified in Medical Marking Standard No. 1.

**IX. *Mark-For* Address Label:** Product suppliers will be advised to complete a *Mark-For* Address Label citing the ultimate destination. Upon acceptance of the product, Owens & Minor shall inspect the *Mark-For* Address Label to ensure it contains the requisition number/document number (also called the Transportation Control Number [TCN]) as well as the following *Mark-For* Address:

**DoDAAC: WK4FV1**  
XR W0CC USA MED MAT CTR EUR  
HUSTERHOH KASERNE  
BUILDING 4171  
PIRMASENS GE 66953

Upon inspection, if Owens & Minor discovers that the label does not contain the correct information, Owens & Minor shall create a new label meeting the above requirements. This label shall replace the incorrect package label.

**X. Pallets:** Owens & Minor is authorized to use Government Furnished Pallets.

**XI. Option to Consolidate Non-Cross Docked Items With Cross-Docked Items:** If the cost to consolidate **Non-Cross-Docked** items with **Cross-Docked** items does **not** exceed the costs to handle and ship these items separately, Owens & Minor is authorized to consolidate outgoing items that were ordered under Owens & Minor Medical/Surgical PV Contract SP0200-00-D-6800 (for USAMMCE) with outgoing items destined for USAMMCE that were ordered under **any** DSCP contract/acquisition program and that **received** Cross-Docking service. **Non-Cross-Docked** items that are consolidated with **Cross-Docked** items shall not:

- a. count as Cross-Docked lines; or
- b. be charged against any Cross-Docking costs; or
- c. be included in the Cross-Docking profile/volume.

**XII. Presentation for Delivery:** Owens & Minor will arrange for the Government-supplied carrier to pick-up materiel daily (business days only).

Items shall be shipped at the product supplier's expense using the product supplier's carrier to the PV's DC dock. Except as specified below, Title, Risk of Loss, Inspection & Acceptance shall be as specified in the Product Suppliers' contracts (includes purchase orders and Blanket Purchase Agreements). The PV shall inspect for kind, count, and condition and document all incoming and outgoing "cross docking" shipments to allow for complete trackability while the items are at the PV's facility. Notwithstanding the Title and Risk of Loss terms in the Product Suppliers' contracts, the PV shall at no time take or hold title to the products covered by this modification; however, the PV is responsible for any loss or damage to the supplies while the

items reside on its DC dock or elsewhere in its facility prior to pick-up. The Government-supplied carrier shall perform an inspection for shipping container(s) count and condition at time of pick-up and deliver the items to the Government's designated delivery point (i.e., the ultimate destination). The Government-supplied carrier shall be responsible for any loss or damage to supplies from the time they are picked-up at the PV's facility to the time they are delivered to the ultimate destination.

**XIII. Shipping Information:** Section XVIII - *Shipping Information for Outside the US (except AMC/Military Air Terminal Shipments and Depot Shipments) and Information on the In-Transit Visibility (ITV) Process*, of the Statement of Work, applies to the cross-docking project.

**XIV. Minimum/Maximum Weights and Cubes:** Pallets shipped to O&M should not exceed 1500 lbs per pallet. There are no restrictions on the cubes for the materiel under the cross-docking project unless otherwise approved by the DSCP Contracting Officer.

**XV. DSCP Website Shipment Tracking for Non-Prime Vendor Items:** Authorized offices are required to post pre-alert shipping information on the website available for monitoring by Owens & Minor. (NOTE: This website will be used to identify costs per Purchasing Activity; therefore, entries must be per Purchasing Activity Document #.) This website can be accessed at [www.dmmonline.com](http://www.dmmonline.com). All fields to be completed by Owens & Minor can be found under the Owens & Minor Tab.

**XVI. Invoicing and Reporting:** Owens & Minor shall submit a manual invoice once a month under Administrative Contract Number SP0200-00-D-6183 using the Delivery Order Number Range of A001-A999. Prior to submitting the invoice, Owens & Minor must provide the DSCP Contracting Officer with an invoice accounting of all expenses, separated by destination.

**XVII. DSCP POC for Cross-Docking Issues** is Ms. Marie Verbo at 215-737-5019 or via e-mail at: [Marie.Verbo@dla.mil](mailto:Marie.Verbo@dla.mil).

**DSCP - Cross Docking Operations**

Appendix A-1

Version II (7/8/04 - 5/7/05)

**Assumptions/Specifications for Pricing**

6/16/04

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.
7. The training will be for use of the website and other unique packaging requirements if the Contracting Officer deems it necessary. 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 B of SP0200-00-D-7162 - P00126/SP0200-00-D-7160 - P0088 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.