

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
AMENDMENT/MODIFICATION NO. P00038	3. EFFECTIVE DATE 9-21-01	4. REQUISITION/PURCHASE REQ. NO. N/A	PROJECT NO. (if applicable)
ISSUED BY	CODE SP0200	7. ADMINISTERED BY (if other than item 6)	CODE
DEFENSE SUPPLY CENTER PHILADELPHIA 00 ROBBINS AVENUE PHILADELPHIA, PA 19111 ATTN: DONNA KENNEDY/DSCP-MSAA/215-737-7075		SEE BLOCK 6	

1. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) DOWNS & MINOR 1800 COX ROAD GLEN ALLEN, VA 23060 CODE 9C381	<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. SP0200-00-D-7162
	<input type="checkbox"/>	10B. DATED (SEE ITEM 13) JULY 19, 2000
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 16, 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.

<input checked="" 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 date, 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.)
 NOTE: MODIFICATION NUMBERS P00034 AND P00036 ARE BEING INTENTIONALLY SKIPPED.

SEE ATTACHED PAGES FOR DESCRIPTION OF MODIFICATION.

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

15A. NAME AND TITLE OF SIGNER (Type or print) James A. Oliver DIRECTOR, GOVERNMENT RELATIONS	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ANNE POLIMENTI CONTRACTING OFFICER
15B. CONTRACTOR OFFICER <i>James Oliver</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <i>Anne Polimenti</i> (Signature of Contracting Officer)
15C. DATE SIGNED 19 SEPT 01	16C. DATE SIGNED 9-21-01

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. 5.25%

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: \$ 328,964

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: \$ 189,096

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: \$ 21,473

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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: \$ 36,540

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 LeJune). 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: \$ 9,802

Account Representative for Readiness:

The PV agrees to provide an Account Representative (AR) to service the readiness needs of the AEF, AF, Army, and Navy at Ft. Detrick, MD and the Marines at the Pentagon Navy Annex in Washington, DC. The AR will not be expected to travel beyond these two locations. The AR will not be expected to prepare or present briefings or assist the readiness persons in preparing or presenting briefings. The AR must assist the Readiness personnel in identifying PV commercial inventory items and will be responsible for providing product availability information (product recalls, obsolete items, PV transition to a different product for commercial inventory, etc.) to the readiness personnel.

AEF Advance Order Placement Notice:

For orders placed during the PV's distribution center (DC) normal business hours the requirement for AEF 24-hour advance order placement notice is waived.

ANSI X12 858 Transaction Set (Intransit Visibility):

The PV will supply the ANSI X12 858 transaction set for all shipments (CONUS or OCONUS) except those traveling as O&M local shipments (within the DC's normal shipping radius).

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.