



DEFENSE LOGISTICS AGENCY
DEFENSE NATIONAL STOCKPILE CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 3229
FT. BELVOIR, VIRGINIA 22060-6223

IN REPLY
REFER TO:

DNOSC-C

April 28, 2008

**AMENDMENT NO. 002
TO
BASIC ORDERING AGREEMENT FOR
INDUSTRIAL DIAMOND STONES
UNDER
DLA-DIAMONDS-001**

The above referenced Basic Ordering Agreement (BOA) for the sale of Industrial Diamond Stones is hereby amended to update various sections of the Solicitation as follows:

1. A.6 Inspection (SEP 02), paragraph b.

Delete this paragraph in its entirety and replace with the following:

- b.** The inspection period will be held annually for a consecutive three (3) business day period in the second (2nd) week of June from Tuesday through Thursday. Requests for an appointment to visually inspect the industrial diamond stones exhibited at the Government vault, DNOSC Diamond Sales Center, located in the Citibank Vault, 640 Fifth Avenue, New York, NY must be made in writing or by facsimile submission on company letterhead to the Point of Contact identified in subparagraph A.6.c, at least five (5) working days prior to the date of the requested inspection. Requests shall include the name and title of each individual wishing to visually inspect the material. Quoters will be notified by telephone of the date the material will be available for inspection. The Government reserves the right to limit the number of individuals granted access to the vault.

2. Section C.2 Web Site Information (JUL 06), paragraph b., and Section C.3 Online Submissions (JUL 03), paragraph c.

Delete the names, telephone numbers, and email addresses for K. Watt Lough and Danny W. Lester.

3. Section D.1 Payment

Delete this section in its entirety and replace with the following:

Section D.1 Payment (DEC 07)

- a. Payment shall be made in U.S. dollars.
- b. Payment **for material** shall be made **only** by wire transfer (Fedwire for domestic, within U.S. wire payment; or International wire transfer for wire payments from outside the U.S.). Payment for **adjustments for variations in quantity or weight of material shipped**, storage charges, interest, penalty charges, or administrative charges may be made by wire transfer (Fedwire or International), or company or bank check. If attempted payments for material (other than payments for adjustments for variations in quantity or weight) are made by check, delays in shipment will result, and the payment may be returned to the sender. The Contractor may incur charges if payments are delinquent.
- c. Payment by wire transfer (Fedwire or International).
 - (1) Wire transfer payment shall be made in accordance with instructions in **Section J.4**. Fees for wire transfers are the responsibility of the Contractor. Payment shall be accompanied by **identifying information including the contract number, invoice number (if applicable), and a description of the material purchased**.
 - (2) If wire transfer payment is not made in accordance with the instructions in **Section J.4**, or if identifying information is not provided, shipment of material may be delayed by up to one week, the wire transfer may be returned to the sender or a Contractor may incur charges if payments are delinquent.
- d. Payment by company or bank check.
 - (1) All checks must be drawn on a U.S. domestic bank or on the United States branch of an acceptable foreign bank and must be payable in United States currency. **A service charge of \$100.00 will be applied to all returned checks and additional charges could be added.**
 - (2) Payment shall be made to the **Defense Finance and Accounting Service - Columbus (DFAS-Columbus)**. If a check is not made payable to DFAS-Columbus, the check may be returned and the \$100.00 fee stated in **D.1.d.(1)** charged. Payment shall be accompanied by **identifying information including the contract number, invoice**

number, and a description of the material purchased.

Check payments which do not have the required identification may be returned and the Contractor may incur charges if payments are delinquent. Check payments shall be sent to:

ATTN: DNSC-BF, Accounts Receivable
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 3229
Fort Belvoir, VA 22060-6223

- e. Invoices issued for adjustments for variations in quantity or weight, storage charges, interest, penalty charges, or administrative charges shall be paid promptly.
- f. If payment is not made in full within 30 calendar days of issuance of an invoice as specified in **D.1.e.**, the Contractor will be considered delinquent and any outstanding charges will be reduced by any subsequent payments. No material will be released until all delinquent charges are paid. (See Sections **F.1.a.** and **G.12.**)

4. Section G.11 Excusable Delays (MAY 95)

Delete this section in its entirety and replace with the following:

Section G.11 Excusable Delays (DEC 07)

- a. In the event either party should be prevented from performing under this contract by reason of any unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, sovereign acts of the United States, acts of a foreign Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, performance under the contract shall be suspended in whole or in part until the cause ceases to exist and thereafter the time for fulfillment of the contract shall be extended by the length of time during which the cause prevented performance under the contract.
- b. The Contracting Officer shall make a written determination that an excusable delay condition exists.
- c. This section shall also apply to an excusable delay condition that prevents delivery at a consignee's plant if –
 - (1) the delay meets the criteria in paragraph **a.** above; and

- (2) the identity of the consignee is known to the Government prior to commencement of the excusable delay condition.
 - d. The Contractor shall notify the Contracting Officer, in writing, of the nature and extent of the excusable delay condition promptly after the commencement thereof, but in any event prior to outloading of the material from the storage location from which it is to be shipped. The Contractor shall notify the Contracting Officer, in writing, within ten (10) calendar days when the excusable delay condition ceases to exist.
5. **Section J.4 Fedwire and Electronic Funds Transfer Procedures (OCT 05, Rev.)** is deleted in its entirety and replaced with the attached **Section J.4 FEDWIRE AND INTERNATIONAL WIRE TRANSFER PROCEDURES (NOV 07)**.
6. Except as provided herein, all other terms and conditions of DLA-DIAMONDS-001, as amended by Amendment 001 remain unchanged and in full force and effect.

7. Quoters shall acknowledge receipt of this Amendment by signing in the space provided below and returning a copy of this form along with their quote to:

ATTN: DNSC-BA/Bid Custodian
Defense National Stockpile Center
8725 John J. Kingman Road
Suite 3229
Fort Belvoir, VA 22060-6223
Facsimile No. (703) 767-5541

Failure to acknowledge receipt of this Amendment may result in the quoter being considered ineligible for award.

NAME OF FIRM: _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE: _____

EMAIL: _____

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

J.4 FEDWIRE AND INTERNATIONAL WIRE TRANSFER PROCEDURES (NOV 07)

Fedwire (domestic wire transfer)

The Sender must use a bank that offers Fedwire funds transfer capability. Information regarding Fedwire, including listings of Fedwire funds transfer participants, may be found at <http://www.frbervices.org>.

To ensure the funds are credited to the Defense National Stockpile Center the following information is required for any wire transfer of funds.

1. Bank Name, Location, and Routing Number.

Bank Name: TREAS NYC
Location: New York, NY
Routing Number: 021030004

2. Amount of funds to be transferred.
3. Beneficiary Name: 6355
DFAS/DNSC
4. Third Party Information – Contractor's Name, Commodity, and Contract Number.

NOTE:

Under Item 3, the number 6355 is the ALC = Agency Location Code (this is the same as account number)

International Wire Payment

The following information is required for payments made through international wire payment.

1. Bank Name, Bank Address, Swift Code, Account Number, ABA Number, Account Name.

Bank Name: Citibank
Bank Address: 388 Greenwich Street, New York, NY 10013
Swift Code: CITIUS33XXX
Account Number: 40523666
ABA Number: 021000089
Account Name: Citibank Europe plc

IMPORTANT NOTE: All international wire payments must include the following reference for payments to post to the Defense Finance and Accounting Service (DFAS) account:

CL329930001, FRB-ITS, ALC 00006355, DOD Columbus

2. Amount of funds to be transferred.
3. Addendum Information: Payment for DNSC Contract No. _____
Invoice No. _____