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

IN REPLY REFER TO: DNSC-C

January 13, 2006

AMENDMENT NO. 002
TO
BASIC ORDERING AGREEMENT FOR
CRUDE IODINE
UNDER
DLA-IODINE-005

The above referenced Solicitation for the sale of Crude Iodine is hereby amended to update various sections of the Solicitation as follows:

1. The following Section is added to the Solicitation.

Section A.9 U.S. Department of Agriculture Wood Packaging Materials Regulations (DEC 05)

Wood packaging materials utilized in the storage and shipment of National Defense Stockpile materials, including, but not limited to, pallets, boxes, kegs, and dunnage lumber, do not meet the requirements of U.S. Department of Agriculture Regulations at 7 CFR 319.40. Stockpile wood packaging materials have not been heat treated or fumigated with methyl bromide and are not marked to indicate that they meet the requirements of these regulations. As a result, it will not be possible to import these wood packaging materials back into the United States or into some other countries.

2. <u>SECTION D – PAYMENT</u>

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

SECTION D – PAYMENT

D.1 Payment (OCT 05)

a. Payment shall be made in U.S. dollars.

b. Payment ***for material*** shall be made ***only*** by wire transfer (Fedwire). 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, electronic funds transfer, or company or bank check. If payments for material (other than payments for adjustments for variations in quantity or weight) are made by electronic funds transfer or check, delays in shipment will result, and the payment may be returned to the sender.

c. Payment by wire transfer (Fedwire).

(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 electronic funds transfer.

(1) Electronic funds transfer payment shall be made in accordance with instructions in **Section J.4**. Any fees for electronic funds transfers are the responsibility of the Contractor. Payment shall be accompanied by **identifying information including the contract number, invoice number, and a description of the material purchased**.

(2) If payment by electronic funds transfer is not made in accordance with the instructions in **Section J.4**, or if identifying information is not provided, payment may be returned to the sender and the Contractor may incur charges if payments are delinquent.

e. 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.**

(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.e.(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-R, Accounts Receivable
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223

f. Invoices issued for adjustments for variations in quantity or weight, storage charges, interest, penalty charges, or administrative charges shall be paid promptly.

g. If payment is not made in full within 30 calendar days of issuance of an invoice as specified in **D.1.f.**, 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.11**.)

D.2 Payment Due Date (OCT 05)

a. Payment due dates will be applied as follows:

(1) If payment terms are not extended, payment will be made before shipment of material and before the end of the contract period specified in the executed **Section I.1 Quote/Award Form (OCT 04).**

(2) If payment terms are approved, the Contractor shall pay the Government the full amount of **each** shipment no later than 30 calendar days after DNSC receives current, accurate and complete Shipping Instructions. Shipping Instructions must be submitted on or before the final day of the contract period. Notwithstanding any other provision of the contract, payment is due with or without the issuance of an invoice by the Government. If the Contractor fails to make payment timely, the Contractor will be considered delinquent (see Section **D.1.g.**, **F.1.a.**, and **G.11**), and the Government, at its sole discretion, may revoke payment terms and take other appropriate action in accordance with Section **G.8**. If the Contractor fails to submit current, accurate and complete Shipping Instructions on or before the final day of the contract period, the Government will revoke payment terms and payment must be made ***before*** shipment of material.

b. If payment is not received by 2:00 p.m., local time Fort Belvoir, VA, on the payment due date, payment will not be credited until the next Government business day. Interest and penalty charges will accrue accordingly.

c. In the event the payment due date falls on a Saturday, Sunday, or holiday, then the payment due date will be extended to the next Government business day.

D.3 Interest (MAY 04)

a. All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 611, which is applicable to the period in which the amount becomes due, as provided in paragraph **b.**, below.

b. Amounts shall be due at the earliest of the following dates:

(1) The final day of the contract period specified in Section **I.1 Quote/Award Form (OCT 04)** (with or without the issuance of an invoice by the Government);

(2) The date of the first written demand for payment under the contract, including any demand resulting from a default termination, unless paid within 30 days of becoming due; or

(3) If payment terms have been approved, 30 calendar days after the date that DNSC receives current, accurate and complete Shipping Instructions provided that Shipping Instructions are submitted on or before the final day of the contract period. If Shipping Instructions are not submitted on or before the final day of the contract period, amounts shall be due in accordance with the provisions of Section **D.3.b.(1)**.

D.4 Penalty and Administrative Charges (MAY 04)

In addition to interest charges specified in Section **D.3**, above, a penalty charge of 6 percent per annum shall be assessed on any debt principal that is delinquent more than 90 calendar days. Penalty charges shall accrue from the date the principal amount due becomes delinquent until paid. Additional administrative charges may be assessed, if needed. Administrative charges relate only to delinquent debts and will be assessed to cover expenses incurred by the Government in the recovery of such debts.

3. **<u>Section J.4 Fedwire Procedures (JAN 95)</u>**

Delete this section in its entirety and replace with the attached
Section J.4 Fedwire and Electronic Funds Transfer Procedures (OCT 05)

4. Except as provided herein, all other terms and conditions of DLA-IODINE-005 and Amendment No. 001 thereto, remain unchanged and in full force and effect.

5. 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-R/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 ELECTRONIC FUNDS TRANSFER PROCEDURES (OCT 05)

Fedwire (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.frbservices.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: ALC 6355
   DFAS/DNSC

4. Third Party Information – Contractor's Name, Commodity, and Contract Number.

NOTE:
ALC = Agency Location Code (this is the same as account number)

Electronic Funds Transfer

The following information is required for payments made through electronic funds transfer.

1. Bank Name, Location, Bank Number, SWIFT Code, and Account Number.

   Bank Name: Mellon Bank
   Location: Pittsburgh, PA
   Bank Number: 043000261
   Bank SWIFT Code: MELNUS3P
   Account Number: 910-1027

2. Amount of funds to be transferred.

3. Beneficiary Name: Department of Defense DFAS

4. Addendum Information: Payment for DNSC Contract No._____
   Invoice No._____