



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

March 26, 2007

**AMENDMENT NO. 001
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), paragraphs b and c.

Delete these paragraphs in their entirety and replace with the following:

- b.** The inspection period will be held annually for a consecutive five (5) business day period during the third (3rd) week of April. 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.

- c.** Inspection of the industrial diamond stones shall be **by appointment only** between the hours of 9:00 a.m. and 2:30 p.m., local time, New

York, New York. A request for an appointment shall be made in writing on the firm's letterhead to the address below:

Ms. Mary Jackson
DNSC-O
Defense National Stockpile Center
8725 John J. Kingman Road, Suite 3229
Fort Belvoir, VA 22060-6223
Telephone: (703) 767-7606
Facsimile: (703) 767-7608

2. In Section G - Contract Administration Data, add the following as Section G.15 (JAN 07):

G.15 Bankruptcy (JAN 07)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the contracting officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed and the identity of the court in which the bankruptcy petition was filed.

3. I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, Environmental Compliance and Other Responsibility Matters (JUL 97)

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

I.4 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (FEB 07)

a.(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph a.(1)(i)(B) of this provision.

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- b. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. A certification that any of the items in paragraph a. of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph a. of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- e. The certification in paragraph a. of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I.7 Contractor's Billing Address (JAN 07)

The Contractor shall provide its billing address and billing facsimile number below, if different from the address in Section I.1 Quote/Award Form.

Email Address:

4. Except as provided herein, all other terms and conditions of DLA-DIAMONDS-001 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: _____