

**SALE OF GOVERNMENT PROPERTY
AMENDMENT OF INVITATION FOR BIDS/MODIFICATION OF CONTRACT**

| | | | | | |
|--|-------|---|------------|---|-------|
| 1. AMENDMENT TO INVITATION FOR BIDS NO.: | | 2. EFFECTIVE DATE | PAGE 1 OF | 2 | PAGES |
| SUPPLEMENTAL AGREEMENT NO.: 11 | | 03/25/2013 | | | |
| 3. ISSUED BY DLA Disposition Services National Sales Office 74 North Washington Street Battle Creek, MI 49017-3092 | | 4. NAME AND ADDRESS WHERE BIDS ARE RECEIVED | | | |
| 5. <input type="checkbox"/> AMENDMENT OF INVITATION FOR BIDS NO. (See Item 6) | DATED | <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT NO. (See Item 8) | DATED | | |
| | | | 06/09/2005 | | |

6. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF INVITATIONS FOR BIDS

The above numbered invitation for bids is amended as set forth in Item 9. Bidders must acknowledge receipt of this amendment unless indicated otherwise in item 11 prior to the hour and date specified in the invitation for bids, or as amended, by one of the following methods:

(a) By signing and returning 0 copies of this amendment;

(b) By acknowledging receipt of this amendment on each copy of the bid submitted; or

(c) By separate letter or telegram which includes a reference to the invitation for bids and amendment number.

FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR BID. If by virtue of this amendment you desire to change a bid already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the invitation for bids and this amendment, and is received prior to the opening hour and date specified.

7. ACCOUNTING AND APPROPRIATION DATA (If required)

8. THIS APPLIES ONLY TO MODIFICATION OF CONTRACTS
This Supplemental Agreement is entered into pursuant to authority of
Mutual Agreement for Contract 47552395 (previously 99-4001-0004)

9. DESCRIPTION OF AMENDMENT/MODIFICATION (Except as provided below all terms and conditions of the document referenced in Item 5 remain in full force and effect)

Whereas Contract 47552395 was entered into on June 9, 2005 by and between the United States of America, hereinafter referred to as the GOVERNMENT, and LIQUIDITY SERVICES, INC, hereinafter referred to as the CONTRACTOR, and DOD SURPLUS whereas the contract involved property as described in Invitation For Bid (IFB) 99-4001-0004:

The Purchaser can be appointed to be responsible for surveillance and certification of demilitarization, after proper applicable training is completed. Contract terms in 7 years with 3 option year periods.

THE HOUR AND DATE FOR RECEIPT OF BIDS (LOCAL TIME) DATE IS NOT EXTENDED, IS EXTENDED UNTIL _____ O'CLOCK M

| | |
|---|---|
| 10. BIDDER/PURCHASE NAME AND ADDRESS (Include ZIP Code) DOD Surplus LLC 15051 N. Kierland Blvd, Third Floor Scottsdale, AZ 85254 | 11. <input checked="" type="checkbox"/> BIDDER IS NOT REQUIRED TO SIGN THIS DOCUMENT <input checked="" type="checkbox"/> PURCHASER IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL AND <u>0</u> COPIES TO THE ISSUING OFFICE |
|---|---|

| | |
|--|--|
| 12. SIGNATURE FOR BIDDER/PURCHASER BY _____ (Signature of person authorized to sign) | 15. UNITED STATES OF AMERICA BY <u>Jodi Cullingford</u> (Signature of Contracting Officer) |
|--|--|

| | | | |
|--|-----------------|---|-----------------|
| 13. NAME AND TITLE OF SIGNER (Type or print) | 14. DATE SIGNED | 16. NAME OF CONTRACTING OFFICER (Type or print) | 17. DATE SIGNED |
| | | JODI CULLINGFORD | 03/25/2013 |

CONTRACT NUMBER 47552395
Supplemental Agreement 11
Page 2

WHEREAS, a certain quantity of DEMIL-required items are sold by DLA Disposition Services at locations other than the identified Centralized DEMIL Divisions (CDD). These items can be sold as DEMIL as Condition of Sale under the Scrap Venture (SV) contract. Such property is normally too large, in mass quantity at a particular location, or too heavy to be transported economically to a CDD.

WHEREAS, Part II.U, page 18, DLA Disposition Services SV Invitation for Bid (IFB), addresses property sold with Demilitarization (DEMIL) as a Condition of Sale and states, "The Purchaser will not be responsible for surveillance, verification or certification of demilitarization, as only properly trained government employees may perform these functions."

WHEREAS, in this context "Purchaser" means Government Liquidation. The terms "surveillance, verification and certification of demilitarization" are technical procedural terms with explicitly defined functions. By logical extension, a DEMIL Certifier performs DEMIL certification and a DEMIL Verifier performs DEMIL verification functions. These terms are used consistently within DOD, DLA and DLA Disposition Services official issuances when addressing DEMIL policy and procedural matters.

The requirements in accordance with the DODM 4160.28-M-V3 are as follows:

Certification: A certificate shall be signed and dated by a DOD contracted person or a Government employee who actually performed or witnessed the DEMIL. The certificate shall be executed for all the line items demilitarized.

Verification: The DEMIL certificate must be verified by a technically qualified DOD contracted person or a Government employee who witnessed the DEMIL of the material or inspected the residue. The individual who verifies the DEMIL should generally be at least in the next higher management or technical level to the initial certifying individual and must be a U.S. citizen.

NOTE: In the United States, DEMIL Verification must be performed by a DOD Government employee (not a contracted employee).

NOW, THEREFORE, it is mutual agreed upon by both parties that the following amendment to Sales Contract No. 99-4001-0004 shall be incorporated herein:

Part II. U, page 18, is changed to read "The Purchaser can be appointed to be responsible for surveillance and certification of demilitarization, only after proper applicable training is completed. The training requirements are identified by the DLA Disposition Services DEMIL Office. Confirmation in writing of training completion; to include appointment letter with names of certifiers, and training certificates were applicable, will be provided by the Purchaser to the DLA Disposition Services SV Sales Contracting Officer before any surveillance or certification duties are performed. The verification will be completed by a properly trained DOD Government employee who witnessed the DEMIL of the material or inspected the verifiable residue."

//////////////////////////////////NOTHING FOLLOWS//////////////////////////////////