

**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.: 12		03/28/2014	
3. ISSUED BY DLA Disposition Services National Sales Office 74 North Washington Avenue 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 _____ 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

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.

This contract is further modified for newly identified requirements in the handling of the Standard Waste and Scrap Classification (SCL) Codes MUT, MFS, and CSI outlined in Supplemental Agreement 5, paragraph 4.

Contract performance is 7 years and three one year option 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 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 CULLINGFORD.J ODI.E.1096799256 (Signature of Contracting Officer)	
13. NAME AND TITLE OF SIGNER (Type or print) THOMAS B. BURTON PRESIDENT	14. DATE SIGNED 4-11-2014	16. NAME OF CONTRACTING OFFICER (Type or print) Jodi Cullingford	17. DATE SIGNED 03/19/2014

WHEREAS, Supplemental Agreement 5 is amended to include the additional requirements identified below.

NOW, THEREFORE, it is mutually agreed between the parties hereto to this modification that:

1. The Purchaser will identify three mutilation facilities/locations for processing critical/mutilation required property received in SCL Codes MUT, MFS, and CSI and for processing the Demilitarization Code B & Q property from the DLA Distribution Depots. The Government has final approval on locations chosen and reserves the right to inspect/approve the locations identified by Purchaser and its re-sale buyer. Purchaser will provide the Operation Plan that was submitted by the potential re-sale buyer to the Sales Contracting Officer (SCO) for review/approval.
2. Any new mutilation facility used for processing the identified material shall preferably be located within a 60 mile radius of a DLA Disposition Service site; if not possible then up to a 120 mile radius may be acceptable. Sites will not be collocated within a 250 mile radius of each other.
3. This property requires Trade Security Control Assessment (TSC) and an End Use Certificate (EUC) must be obtained by Purchaser from the re-sale buyers. The Purchaser shall confirm with the DLA Disposition Services SCO that re-sale buyers are cleared for the purchase of DEMIL 'B' and 'Q' items.
4. The Purchaser is required to notify re-sale buyers of their TSC/EUC responsibilities.
5. Shipping will be arranged and funded by DLA Disposition Services or Defense Distribution Depot.
6. The facility must be able to accept and process a maximum of 50 truckloads of metallic and non-metallic material per week (40,000 lbs per truck average), Monday-Friday. The specific days and hours will be coordinated between the Purchaser and the SCO. Property surges over 50 trucks per week may occur and as a result, the Government may require additional processing capacity. The surge capacity requirements and operating hours will be coordinated between the Purchaser and the SCO at DLA Disposition Service's expense.
7. DLA Disposition Services will support a 6-8 hour, Monday-Friday workday at each facility/location. No receipt, processing, or mutilation of the property may occur without the oversight of a Government representative. All (100%) of the property sent to the re-sale buyer facility for mutilation is required to be mutilated. Culling, cannibalizing, or removing intact property is strictly prohibited.
8. The Purchaser or re-sale buyer designated representatives will act as witness/ Certifier for material processing/mutilation completeness. The role of Certifier means the individual will witness or perform processing of the property 100% of the time. The Certifier is required to sign the Certificate of Destruction as the

person witnessing and attesting to the destruction of the property. Personnel designated by the Purchaser or re-sale buyer shall take the required training to act as Certifier; this will be supplied by the SCO. The Government will act as witness/Verifier for material processing/mutilation completeness and will ensure mutilation is sufficient, as outlined in Supplemental Agreement 5, #4. Material will be completely destroyed and result in no intact items, components, or parts. The Government reserves the right to direct further mutilation of property to the satisfaction of the Verifier.

9. This modification clarifies and describes the role of the Certifier not only for the property identified in Supplemental Agreements 5 and 12, but also applies to certification requirements for mutilation of all scrap provided to the Purchaser under the Scrap Venture contract. The requirements and responsibilities of the Certifier described herein apply to the entire SV contract.
10. Title passage of property will not be granted to the Purchaser until mutilation is certified/verified complete and certification statement is signed by both entities. Copies of the certification statement shall be kept in the local file and the Purchaser will adhere to all reporting requirements as specified in Supplemental Agreement 5, #8, Reports.

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