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The terms and conditions within this modification have been mutually agreed between the Parties for the sale of the material described herein. All other terms and in IFB 33-3080, except as specifically noted below, remain in effect. The terms and conditions herein only apply to property listed below and do not supersede or otherwise replace the terms and conditions in IFB 33-3080 for property sold at other locations. All terms and conditions remain in-place at any other site where property is sold under IFB 33-3080.

This modification applies to the property located at the three geographic locations noted below:

Sale Locations	State	DTID	Item Name	QTY	Total OAV
Guadalupe Canyon/Douglas, AZ	AZ	W50VBV4099T026	BORDER WALL BOLLARD 2X30-35 WITH GROUT	1208	\$1,676,281.20
Guadalupe Canyon/Douglas, AZ	AZ	W50VBV4099T027	BORDER WALL BOLLARD 4-6X20-35 WITH GROUT	755	\$1,599,845.00
Guadalupe Canyon/Douglas, AZ	AZ	W50VBV4099T028	BORDER WALL BOLLARD 8X20-35 WITH GROUT	199	\$892,351.82
Nogales, AZ	AZ	W50VBV4089T001	BORDER WALL BOLLARD 8X20-35 WITH GROUT	769	\$2,799,160.00
Nogales, AZ	AZ	W50VBV4089T002	BORDER WALL GATES ASSEMBLED	22	\$441,870.00
Nogales, AZ	AZ	W50VBV4089T003	GATE FRAMES	8	\$160,000.00
Nogales, AZ	AZ	W50VBV4089T004	UPPER FRAME PANEL 18X5.9X1	6	\$7,200.00
Sasabe, AZ	AZ	W50VBV4089T005	BORDER WALL BOLLARD 8X20-35 NO GROUT	164	\$557,600.00
Sasabe, AZ	AZ	W50VBV4089T006	BORDER WALL BOLLARD 8X20-35 WITH GROUT	1190	\$4,331,600.00
Sasabe, AZ	AZ	W50VBV4089T098	BORDER WALL GATES ASSEMBLED	35	\$702,975.00
Sasabe, AZ	AZ	W50VBV4089T099	UPPER FRAME PANEL, STANDARD W/ANTI-CLIMB 18X5.9X8	11	\$13,200.00
Sasabe, AZ	AZ	W50VBV4100T001	BORDER WALL GATES ASSEMBLED	29	\$580,000.00
Nogales, AZ	AZ	W50VBV4205T008	BORDER WALL BOLLARD 8x20-35 WITH GROUT	3	\$14,690.79
Nogales, AZ	AZ	W50VBV4205T010	BORDER WALL MISC GATE PARTS	6	\$29,381.58
Nogales, AZ	AZ	W50VBV4205T009	BORDER WALL BOLLARD 8x20-35 WITH GROUT	3	\$14,690.79

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Nogales, AZ	AZ	W50VBV4205T007	BORDER WALL BOLLARD 8x20-35 WITH GROUT	3	\$14,690.79
Nogales, AZ	AZ	W50VBV4206T001	BORDER MATERIAL, DRAINAGE PARTS	6	\$29,381.58
Nogales, AZ	AZ	W50VBV4205T002	BORDER MATERIAL, DRAINAGE PARTS	4	\$80,340.00
Sasabe, AZ	AZ	W50VBV4089T099	UPPER FRAME PANEL, STANDARD W/ANTI-CLIMB 18X5.9X8	11	\$13,200.00

The following terms and conditions will apply to all property at the locations noted above:

1. Purchaser must take all property on all DTID's at the locations listed above.
2. Regarding Article Eight, Section 2, – Line-Item Excessive Value & Article Eight and Section 3 – NSN/LSN Acquisition Values and the Process to Challenge the Reported Acquisition Value of an Item with an LSN: Purchaser agrees to not contest, request credit or file a claim based on LSN OAV.
3. Purchaser shall not otherwise be allowed to contest, request credit or file a claim on the condition of any property. Purchaser will accept all property "as is, where is".
4. This Modification will deviate from the provisions in Article 8 Section 2 & Article 9 Section 2, involving the "Joint Inventory" process and there will be no Joint Inventory prior to loading. Purchaser's representative and the DLA SPOC must Sign DLA Form 1367 for each truck removal verifying the quantity of material and associated DTID for all material. Loaded trucks may not depart the site until a DLA Form 1367 is signed.
5. This Modification will deviate from Article Eleven, Section 3.2 – Property Removal from Receipt in Place (RIP) Facilities, and there will be no Joint Inventory at the RIP location prior to loading. Purchaser's representative and the DLA SPOC must sign DLA Form 1367 prior to each truck removal verifying the quantity of material and associated DTID for all material. Loaded trucks may not depart the site until a DLA Form 1367 is signed.
6. This modification will deviate from Article Eleven, Section 3.1-3. 4, Agreement via email of 90-day removal time to start at first removal. Purchaser will be expected to remove all property from all sites in an expeditious manner and final removals should be as soon as practicable given the nature and quantity of property involved. Purchaser will notify the Agency of any significant delays in removal at any location and keep the SCO informed of any difficulties or issues regarding removal at any site.
7. Article 11 Section 5 regarding re-sale of property at the RIP location is modified as follows:
 - a. "The Purchaser, at Purchaser's discretion, is authorized to conduct property resale of property at RIP locations under the following conditions:
 - i. Purchaser must obtain an agreement or lease with the owner of the property for continued storage and/or resale of property at the RIP site.
 - ii. The agreement or lease must specifically release the US Government, DLA, US Army Corps of Engineers and/or USACE contractors or subcontractors, from any further payment of storage charges on the property.
 - iii. The agreement or lease must contain provisions making Purchaser responsible for any damage to the real property or owner's facility; and
 - iv. Should purchaser pursue this option a Joint Inventory will be conducted to transfer title for all property remaining in place."
8. The following provision is added to Article 11 Section 5:

"Purchaser is responsible for providing all MHE for removal of all property at all sites. Purchaser shall indemnify and hold the U.S. Government, DLA, USACE and its contractors harmless from all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of all persons

whatsoever, including members of the public, or to the property of any legal or political entity including private landowners, states, local and interstate bodies, in any manner caused by or contributed to by the Purchaser, its agents, subcontractors, employees, or any person subject to its control when removing property from a RIP location.”

9. Subject to approval of the private landowner, Purchaser may store MHE or other equipment on site. Purchaser accepts all risk of damage and/or loss for MHE, and equipment left on site. Neither the U.S. Government nor the private property owner guarantee security for MHE or other equipment left on-site.
10. Title transfer will occur at the time of property removal by the Purchaser. Title transfer will occur upon signed acceptance by the Purchaser’s representative. The Purchaser’s representative and the DLA SPOC must both sign DLA Form 1367 verifying the quantity and associated DTID prior to each truck removal. Purchaser will be billed for full quantity upon final removal of associated DTID.
11. The quantities listed above at any location could increase or decrease. If the Quantities increase, there will be an additional Original Document Number (ODN) added to the location. If the Quantities decrease, the SPOC will process a Short Pick and Issue the exact Quantity.
12. When the Purchaser identifies any discrepancy or questionable item for which it believes an adjustment is, or may be warranted, the Purchaser shall initiate a SF 364 ROD (i.e., shipping, packaging, non-conforming tenders, billing errors, etc.) Purchaser shall complete SF 364 ROD and submit it to the SCO.
13. The property in question must be segregated and stored, by the purchaser until the SCO has completed their determination. The Purchaser must submit with their ROD any evidential matter that supports their ROD. The Purchaser is limited to 30 business days from FINAL Removal of DTID to submit the SF 364 ROD.
14. Purchaser understands that coordination of removal times and any other site-specific conditions must be coordinated at all sites with the third-party contractors and private property owners. The Parties agree to work together in good faith to reach mutually agreeable solutions for removal of property at each location based on any limitation or restrictions imposed by the third-party property owners.
15. All other terms and conditions in sale 33-3080 remain in-place.