

MEMORANDUM OF AGREEMENT
BETWEEN
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
AND
GENERAL SERVICES ADMINISTRATION
OFFICE OF PERSONAL PROPERTY MANAGEMENT

I. PURPOSE

The purpose of this Memorandum of Agreement (MOA) is to set forth terms, conditions and procedures whereby the U. S. General Services Administration (GSA), Office of Personal Property Management, when requested, will provide for the disposition of surplus personal property and exchange/sale property by public sale for the National Aeronautics and Space Administration (NASA). Specifically, this MOA formalizes agreements for GSA to conduct the sale of surplus and exchange/sale personal property in accordance with procedure for disposal (40 U.S.C. Section 545) and the Federal Asset Sales (FAS) EGOV Initiative for all of NASA's installations and their sub-installations (hereinafter, "installations").

"Personal property" means any property, except real property. For purposes of this part, the term excludes records of the Federal Government, and naval vessels of the following categories: battleships, cruisers, aircraft carriers, destroyers, and submarines.

II: AUTHORITY

- a. NASA - This Memorandum of Agreement is entered into on behalf of NASA under authority of the National Aeronautics and Space Act of 1958 (42 U.S.C. 2473 et seq.).
- b. GSA - GSA enters into this Memorandum of Agreement pursuant to its authority in Title 40, U.S. Code.

III. SCOPE OF WORK

- a. The GSA shall:
 - i. Evaluate surplus personal property and exchange/sale property (excluding term sales for recyclables) to determine the number and variety to be sold, and if necessary, the fair market value of unique items. When requested by NASA, determining the fair market value for such items may require the services of a professional appraiser, at additional cost to NASA.
 - ii. Coordinate with NASA installations (Appendix A) to determine the frequency of sales (bi-weekly, monthly, or quarterly) required, based on each installation's volume (to include large influxes) and warehouse capacity limitations.

- iii. Perform administrative duties relative to the sale of NASA surplus personal property and exchange/sale property to include establishing the sales, reviewing and awarding sales, collecting all payments, disbursement of apportioned proceeds to the NASA installation, and exercising the contractual authority necessary to resolve any sales contract disputes.
- iv. Upon prior mutual agreement for optional sales methods (sealed bid, auction, spot bid, drop by sale, negotiated, or fixed price) other than internet sales, provide sales personnel services, such as auctioneer, collection officer and/or additional personnel when feasible. These sales personnel services may require an additional fee.
- v. Distribute net sales proceeds, which shall be transferred to the applicable NASA installation by Intra-Governmental Payment and Collection (IPAC) or Electronic Funds Transfer within an estimated 21 calendar days after all payments are received from the sale. GSA shall retain a pre-established percentage of the gross proceeds as its fee for services rendered, prior to disbursement of funds to the applicable NASA installation.
- vi. Unless agreed upon by both parties prior to the initiation of the sales process, GSA shall assure the completion of all sales actions, including removal (exceptions section VI.b.xv) within 30 business days of any sold property.

IV. PERFORMANCE LOCATIONS

All NASA installations in the United States listed in "Appendix A" shall be performance locations.

V. PERFORMANCE PERIOD

- a. This MOA is effective for a one-year period upon execution by both parties.
- b. This MOA may be amended upon mutual consent of both parties. Such agreement will be in writing and signed by authorized representatives of both NASA and GSA.
- c. Either party with an advanced written notice of thirty-day (30) calendar days may terminate this MOA.
- d. Upon expiration, this MOA shall be renewable for five (5) one (1) year options, as determined by both parties.

- e. GSA acknowledges that, should it fail to deliver the levels of service required by this MOA, NASA intends to pursue the authority to conduct internet sales, and, should it receive such authority, terminate or modify this agreement.

VI. RESPONSIBILITIES

a. Reporting:

- i. NASA shall report its excess personal property to GSA electronically through the GSAXcess® batch process.
- ii. NASA shall identify Space Shuttle Program and Hubble Space Telescope property by its unique property source code to ensure the correct reimbursement rate (section VIII) of sales proceeds are returned to NASA.
- iii. NASA shall identify property that is for exchange/sale or excess property for which NASA is claiming surplus proceeds retention, so that GSA can process the proceeds of the sale of the property in accordance with the Federal Management Regulation (FMR) and section XIII, Reimbursement Rates, of the MOA.
- iv. NASA shall provide their Activity Location Code (Station Deposit Symbol) and the appropriation or fund code for all items which require reimbursement.
- v. NASA shall process surplus and exchange/sale property to GSA sales unless NASA determines that the continued cost of care and handling necessitates abandonment in accordance with the FMR.

b. Preparation for Sale:

- i. NASA installations shall collaborate with GSA to determine the method of sale.
- ii. NASA installations shall group items, which are available for sale within 20 business days prior to the anticipated sale date. NASA installations shall create the sale in NASA DSPL sales in accordance with NASA policies and procedures.
- iii. NASA installations shall successfully send sales lots electronically to GSA via NASA's DSPL. A system generated email shall be sent to both GSA and NASA to confirm that a sale has been automatically sent. The NASA installation PDO shall follow-up with GSA if no confirmation email is received.
- iv. GSA shall process the successful NASA installation electronic sales submission via NASA DSPL sales within three (3) to five (5) business days of GSA's system accepting the submission. Depending on the size (e.g. larger than 120 sales lots) and multiple sales during a month by the NASA installation, GSA may take up to seven (7) to ten (10) business days to initiate/process the sale.

- v. NASA installations shall provide their GSA Regional Sales Office three (3) to four (4) digital photographs displaying different views of vehicles and high end items. For smaller items (desktop computers, laptops, monitors, printers, laboratory items, etc.), GSA requires only one (1) digital photograph of the sale lot.
- vi. NASA installations shall identify items which require demilitarization (DEMIL), International Traffic and Arms Regulations (ITAR)/ export controls, rigging, special handling, permits, and/or items that can only be sold to a U.S. citizen.
- vii. NASA reserves the right to withdraw property from sale at any time for legitimate bonafide NASA needs/requirements, in coordination with the GSA Sales Regional Office responsible for the sale.
- viii. GSA Sales Offices shall provide cost-effective and efficient sales of surplus personal property and exchange/sale property in accordance with the FMR, Federal Property Management Regulation (FPMR), and NASA property disposal regulations/procedures.
- ix. GSA shall distribute announcements of sale via Internet, electronic media and/or printed materials.
- x. GSA shall ensure all property is sold under the description warranty clause —

Description Warranty. The Government warrants to the original purchaser that the property listed in the GSAuctions.gov website will conform to its written description. If a misdescription is determined before payment, the contract will be cancelled without any liability to the bidder. If a misdescription is determined before removal of the property, the Government will keep the property and refund any money paid. If a misdescription is determined after removal, the Government will refund any money paid if the purchaser takes the property at his/her expense to a location specified by the Sales Contracting Officer. The Refund Claim Procedure described below will be strictly followed for filing a claim. No refunds will be made, after property is removed, for shortages of individual items within a lot. **This warranty is in place of all other guarantees and warranties, expressed or implied.** The Government does not warrant the merchantability of the property or its purpose. The purchaser is not entitled to any payment for loss of profit or any other money damages - special, direct, indirect, or consequential.”

- xi. GSA shall consult with NASA installations PDO, as applicable, to establish the original upset (reserve) prices for surplus and exchange/sale property and to establish any special sales requirements (e.g., lowering minimum bid, utilizing a particular sales method, etc.).

- xii. GSA shall post sales photos and announcements of sales via the Internet.
- xiii. GSA shall incorporate in the sales term and conditions, any special instructions for items requiring DEMIL, ITAR/export controls, hazardous, and any applicable State and local laws and regulations.
- xiv. GSA shall incorporate GSA Procedures for the recycling of Federal Electronic Assets (FEA).
- xv. GSA shall coordinate inspections/viewing times, and the number of days allowed to pick-up the items being sold with the respective NASA installation PDO. The parties acknowledge that some items may require a longer than normal time for removal because of regulations relating to DEMIL, rigging, special handling, or permits.

c. Removal of Property

After sale and prior to release of property from NASA installations:

- i. GSA shall provide NASA the Purchaser's Receipt and Authority to Release Property (GSA Form 27A) via email and signed by the Collection Officer.
- ii. GSA shall provide NASA the electronically signed U.S. Export Control Certification from the purchaser for items which were identified by NASA installations that can only be sold to an U.S. citizen and require ITAR/export control restrictions. GSA shall send this documentation to the NASA installation PDO via email.
- iii. GSA shall ensure that the purchaser is not listed on the Department of State Debarred Parties list and the Department of Commerce Denied Person list.
- iv. GSA shall require the purchaser to provide proof of U.S. citizenship to NASA for all items identified as ITAR/export controlled restricted by the NASA installation in accordance with NASA regulations and procedures.
- v. NASA shall coordinate the date/time of the removal of property with the buyer.
- vi. NASA shall notify the GSA Sales Office when the purchased property has been picked-up/removed by the buyer.

VII. CONTRACT AWARDS

- a. GSA shall be responsible for all pre-and-post award sales contracts administration as required and related to the sale.
- b. GSA shall provide a list of all pre-and-post sales awards to the applicable NASA installation.

VIII. REIMBURSEMENT RATES

The rates below are applicable to items or sales based on the criterion, which includes exchange/sale, surplus reimbursable and surplus sale proceeds:

- a. GSA shall receive 20% of the gross proceeds per contract. NASA installations shall receive the remaining 80% of the sale proceeds as reimbursable revenue.
- b. For items designated by NASA as shuttle related or unique, GSA shall receive 10% of the gross proceeds per contract. NASA installations shall receive the remaining 90% as reimbursable revenue.
- c. If special arrangements have to be made for GSA to conduct the sale (live auction, etc.), GSA may renegotiate with the NASA HQs for a different rate.
- d. NASA and GSA may negotiate a one-time fee for unusual requirements that result from the divestiture of assets at the conclusion of a large program or project.
- e. NASA shall not be charged a fee for property that is not sold.

IX. DISPUTES, CLAIMS, DEFAULTS, OR ADJUSTMENTS

- a. GSA shall resolve any disputes, claims, defaults, adjustments and refunds with buyers and/or bidders related to the sales under this MOA. The respective NASA installation PDO shall be advised prior to all final decisions.
- b. Any disagreements between NASA and GSA relating to sales will be resolved by the parties through negotiations conducted by the headquarters representatives of the two agencies.

X. COLLECTIONS, DEFAULTS, AND REMOVALS

- a. GSA Regional Sales Offices shall be responsible for all monies collected during the sale. GSA shall provide copies of the Purchaser's Receipt and Authority to Release Property (GSA Form 27A) via email by the GSA Collection Officer to the buyer and to the NASA installation PDO, as applicable. Copies shall be provided to the NASA PDO within ten (10) working days following the completion of the sale, to include the removal of the property, unless otherwise stated in the sales terms and conditions.
- b. GSA shall be responsible for issuing the United States Government Certificate to Obtain Title to a Vehicle (Standard Form 97), to the buyer after receiving payment.
- c. In the event that the successful bidder fails to complete the terms of their contract with regards to payment and/or removal, GSA may re-offer the property to succeeding bidders. If succeeding bidders are not interested, GSA may coordinate with the respective NASA PDO to re-offer the property on another sale, or return to NASA for Abandonment /Destruction (A&D).
- d. GSA shall ensure that bidders who are in default, or have been prohibited from participating in sales are not allowed to submit bids in public sales of NASA property.
- e. GSA shall notify the NASA PDO of any property that is not sold within three (3) working days after the sale has been completed, and with collaboration with the NASA PDO, make a determination to re-offer the property on another sale, or initiate an Abandonment and Destruction (A&D) action.

XI. AGENCY REPORTS

- a. GSA shall provide NASA installations a detailed monthly report pertaining to the GSA sales done for their activity. The report will display the activity for which the sale occurred; contract number; date of sale; item control numbers; sale/lots numbers; property type e.g. shuttle, exchange/sales, surplus; and the proceeds received for each lot.
- b. GSA shall provide NASA HQ's Logistics Division with an annual summary report all sales and reimbursements by fiscal year to be delivered to NASA HQs by December 31 each year. The report will display information (total items sold, total proceeds, and total net proceeds) by Center, and the total for the Agency.

XII. REPRESENTATIVES

NASA POINT OF CONTACT:

Michael Eaton, Logistics Management Division
202-358-1439

GSA POINT OF CONTACT:

Michael Wyckoff, Director, Sales Program Division, Office of Personal Property
Management
703-605-5748

XIII. EXECUTION

In consideration of the foregoing, the undersigned hereby execute this Memorandum of Agreement.

AGREED:

GENERAL SERVICES ADMINISTRATION

BY: Marty Jennings

2/19/14
Date

Marty Jennings
Assistant Commissioner
Office of General Supply and Services
General Services Administration
Federal Acquisition Service
Arlington, VA

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

BY: Olga M. Dominguez

2/12/14
Date

Olga M. Dominguez
Assistant Administrator
Office of Strategic Infrastructure
NASA Headquarters
Washington DC

This agreement shall serve as the formal agreement for said fees upon the signatures of NASA and GSA representatives. Fees for GSA services include all contracting, contract administration services, processing and disbursement of payments.

APPENDIX A:

NASA Center	Acronym	Zip Code	AAC	ALC	POC	Phone #
Langley Research Center	LaRC	23681-0001	803301	80000501	Venita Robinson	(757) 864-2560
Ames Research Center	ARC	94035-1000	809101	80001201	Damon Ried	(650) 604-3827
Glenn Research Center	GRC	44135-3191	805501	80000701	John Betterson	(216) 433-3231
Glenn Plum Brook Station	GRC PB	44870-0000	805501	80000701	John Betterson	(216) 433-3231
Dryden Flight Research Center	DFRC	93523-0273	809103	80000024	Benjamin Robles	(661) 276-2590
Goddard Space Flight Center	GSFC	20771-0001	803226	80000002	Diane Goddard	(301) 286-5924
Wallops Flight Facility	WFF	23337-0000	803226	80000002	Diane Goddard	(301) 286-5924
Jet Propulsion Laboratory	JPL	91109-8099	809117	N/A	Eric Lau	(818) 354-8300
Marshall Space Flight Center	MSFC	35812-0001	804101	80004901	Philisha Stephens	(256) 544-6997
Michoud Assembly Facility	MAF	70129-0000	804101	80004901	Keith Savoy	(504) 257-3439
Johnson Space Center	JSC	77058-3696	807402	80000004	Robert Blake	(281) 244-2525
White Sands Test Facility	WSTF	88004-0020	807504	80000004	Johnny J. Bernal	(505) 524-5140
Kennedy Space Center	KSC	32899-0001	804200	80004904	Chris Spears	(321) 861-6872
Stennis Space Center	SSC	39529-6000	804412	80000101	Don Griffith	(228) 688-2144

APPENDIX B

ACROYMNS

DEMIL	DEMILITARIZATION
DSPL	NASA DISPOSAL TRACKING SYSTEM
EAR	EXPORT ADMINISTRATION REGULATIONS
FAS	FEDERAL ASSET SALES
FEA	FEDERAL ELECTRONIC ASSETS
FMR	FEDERAL MANAGEMENT REGULATION
FPMR	FEDERAL PROPERTY MANAGEMENT REGULATION
GSA	GENERAL SERVICES ADMINISTRATION
ITAR	INTERNATIONAL TRAFFIC IN ARMS REGULATIONS
LMD	LOGISTICS MANAGEMENT OFFICE
NASA	NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
OSI	OFFICE OF STRATEGIC INFRASTRUCTURE
PDO	INSTALLATION PROPERTY DISPOSAL OFFICER

