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 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) E-GOV 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. Note: Goddard Space Flight Center routinely generates large volumes of surplus personal property for sales. In addition, due to upcoming activities related to the

transition and retirement of the Space Shuttle Program, NASA is expecting increased volumes of surplus property (for example from Marshall Space Flight Center, Johnson Space Center, Stennis Space Center, and Kennedy Space Center) beginning in the near future, and continuing through 2020.

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 property, 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. Theses sales personnel services may require an additional fee.

v. Distribute gross 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 14 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.

b. 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 VII.a.vi) of any sold property:

i. Within 45 calendar days of surplus property rolling over to GSA's Sales Automation System (SASy) for NASA installations holding two or more sales per month.

ii. Within 60 calendar days of surplus property rolling over to SASy for NASA installations holding only one sale per month.

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. NASA RESPONSIBILITIES

a. Reporting:

i. NASA shall report its excess personal property to GSA electronically through the GSAXcess® batch process.

ii. When reporting property to GSA, NASA installations 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.

iii. NASA installations when reporting excess property to GSA shall provide their Activity Location Code (Station Deposit Symbol) and the appropriation or fund to be reimbursed data for all items which requires reimbursement.

iv. Items reported for excess/surplus screening that have not been selected for Federal transfer or donation, to include exchange/sale property will be processed through 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 lot the items which are to be offered for sale within 20 calendar days of property rolling over to GSA's SASy for NASA installations holding two or more sales per month, and within 30 calendar days of property rolling over to GSA's SASy for NASA installations holding one sale per month; lotting surplus and exchange/sale property separately.

iii. NASA installations shall provide the GSA 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.

iv. NASA installations shall identify items which require demilitarization (DEMIL), export controls, rigging, special handling, or permits.

v. In coordination with the GSA Sales Regional Office responsible for the sale, NASA reserves the right to withdraw property from sale at anytime for a legitimate bonafide NASA needs/requirements.

vi. Any sale, other than by GSA, shall be reviewed and approved in advance by NASA's Director, Logistics Management Division.

c. Removal of Property:

i. After sale, property shall not be released from NASA installations without the Purchaser's Receipt and Authority to Release Property (GSA Form 27A) signed electronically via email by the GSA Collection Officer.

ii. NASA acknowledges that the installation Property Disposal Officer (PDO) involved in the sale has the responsibility of coordinating the date/time of the removal of property with the buyer.

iii. NASA installations shall notify the GSA Sales Office when the purchased property has been picked-up.

VII. GSA RESPONSIBILITIES

a. Preparation for Sale:

i. 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.

ii. All property shall be sold under the description warranty clause –

"**Description Warranty.** The Government warrants to the original purchaser that the property listed in the GSAAuctions.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."

iii. 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.).

iv. GSA shall post sales photos and announcements of sales via the internet.

v. GSA shall incorporate in the sales term and conditions, any special instructions for items requiring DEMIL, export controls, hazardous, and any applicable State and local laws and regulations. GSA shall incorporate NASA's Electronic Stewardship disposal plan requirements that coincide with the GSA Procedures for the Transfer, Donation, Sale and Recycling of Electronic Equipment at www.federalelectronicschallenge.net/resources/docs/gsa_eolfact.pdf.

vi. 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.

b. GSA shall print and distribute announcements of sale via internet, electronic media and/or printed materials.

VIII. 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 and NASA HQ's, Office of Infrastructure and Administration, Logistics Management Division.

IX. DISPUTES, CLAIMS, DEFAULTS, OR ADJUSTMENTS

a. For all GSA awarded contracts, GSA shall be responsible for resolving 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 this MOA will be resolved by the parties through negotiations conducted by representatives of the two agencies having the authority to resolve disputes on behalf of their agency.

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) signed electronically via email by the GSA Collection Officer to the buyer and to the NASA installation or sub-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 in 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 participate and 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 A/D action.

f. 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, and the proceeds received for each lot.

g. GSA shall provide NASA HQ's OI&A, LMD with an annual summary report of 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.

XI. MODIFICATIONS AND AMENDMENTS

This Memorandum of Agreement may be modified upon the mutual written consent of both Parties. Modifications and amendments shall be signed by the original signatories to the agreement, or their designees or successors. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this agreement.

XII. REPRESENTATIVES

Technical Representatives

No individual assigned as a Technical Representative has the authority to unilaterally alter any of the terms of this Memorandum of Agreement. Any requests for changes must be made in accordance with Section XI of this document entitled Modifications.

NASA POINT OF CONTACT:

Glenda Patrick, Logistics Management Division
(P) 202-358-4474

GSA POINT OF CONTACT:
Mrs. Lynne Price, Office of Personal Property Management, Sales Program Division
(P) 703-605-2910

XIII. REIMBURSEMENT RATES

The rates below are applicable to item or sale 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. However, 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.

c. 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.

d. NASA shall not be charged a fee for property that is not sold.

XIV. EXECUTION

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

AGREED:

GENERAL SERVICES ADMINISTRATION

BY: _____ 2/20/08
Joseph Jeu Date
Assistant Commissioner
Office of General Supply and Services
General Services Administration
Federal Acquisition Service
Arlington, VA

NATIONAL AERONAUTICS AND SPACE ADMINISTATION

BY: _____ 2/19/2008
Olga M. Dominguez Date
Assistant Administrator
Office of Infrastructure and Administration
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 INSTALLATIONS AND SUB-INSTALLATIONS							
INST ACCT	SUB	NAME	ACRO NYM	ZIP CODE	AAC	POC	Phone #
01	01	Langley Research Center	LaRC	23681-0001	803301	Theresa Elliot	(757) 864-3570
02	02	Ames Research Center	ARC	94035-1000	809101	Damon Ried	(650) 604-3827
03	03	Glenn Research Center	GRC	44135-3191	805501	Mary Lester	(216) 433-5333
04	04	Dryden Flight Research Center	DFRC	93523-0273	809103	Jean Manning	(661) 276-2590
05	05	Goddard Space Flight Center	GSFC	20771-0001	803226	Jack Cronise	(301) 286-5924
05	06	Wallops Flight Facility	WFF	23337	803226	Jack Cronise	(301) 286-5924
05	11	Headquarters	HQ	20546-0001	803226	Jack Cronise	(301) 286-5924
07	07	Jet Propulsion Laboratory	JPL	91109-8099	809117	Eric Lau	(818) 354-8300
08	08	Marshall Space Flight Center	MSFC	35812-0001	804101	Brian Caden	(256) 544-3866
08	81	Marshall Space Flight Center Prog. Inf. Sys. Mission SVS (UNITeS)	MSFC	35812-0001	804101	Brian Caden	(256) 544-3866
09	09	Johnson Space Center	JSC	77058-3696	807402	Patricia Patton	(281) 483-5252
09	91	White Sands Test Facility	WSTF	88004-0020	807504	Johnny J. Bernal	(505) 524-5140
09	92	Johnson Space Center (SPOC-USA/ West)	JSC	77058-3696	807402	Patricia Patton	(281) 483-5252
10	10	Kennedy Space Center (NASA)	KSC	32899-0001	804200	Pauletta McGinnis	(321) 867-7027
10	15	Kennedy Space Center (J-BOSC)	KSC	32899-0001	804200	Pauletta McGinnis	(321) 867-7027
10	16	Kennedy Space Center (SPOC-USA/East)	KSC	32899-0001	804200	Pauletta McGinnis	(321) 867-7027
10	18	Kennedy Space Center (CAPPS)	KSC	32899-0001	804200	Pauletta McGinnis	(321) 867-7027
13	13	Stennis Space Center	SSC	39529-6000	804412	Don Griffith	(228) 688-2144

Note: Future updates/changes to Points of Contacts (POC) and or telephone numbers do not constitute modifications to the MOU, as described in section XI.

APPENDIX B

ACROYMNS

DEMIL	DEMILITARIZATION
GSA	GENERAL SERVICES ADMINISTRATION
FAS	FEDERAL ASSET SALES
FMR	FEDERAL MANAGEMENT REGULATION
FPMR	FEDERAL PROPERTY MANAGEMENT REGULATION
LMD	LOGISTICS MANAGEMENT OFFICE
PDO	PROPERTY DISPOSAL OFFICER
NASA	NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
OI&A	OFFICE of INFRASTRUCTURE & ADMINISTRATION