

# MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE U.S. GENERAL SERVICES ADMINISTRATION OFFICE OF GENERAL SUPPLIES  
AND SERVICES (GSA GSS)

AND

THE OFFICE OF THE ASSISTANT SECRETARY OF DEFENSE FOR ENERGY,  
INSTALLATIONS AND ENVIRONMENT (OASD (EI&E))

REGARDING PROCUREMENT OF SUSTAINABLE TECHNOLOGIES AND PRODUCTS  
DEMONSTRATED THROUGH THE DOD SUSTAINABLE TECHNOLOGY EVALUATION  
AND DEMONSTRATION (STED) PROGRAM

## 1. Purpose

1.1. The purpose of this new Memorandum of Understanding (“MOU”) is to establish a framework for collaboration and partnership between the U.S. General Services Administration, Office of General Supplies and Services (“GSA”) and the U.S. Department of Defense (DoD), Office of the Assistant Secretary of Defense for Energy, Installations, and Environment (“OASD(EI&E)”) (collectively, the “Parties”) to expedite purchasing of sustainable products and technologies that are successfully demonstrated through the DoD Sustainable Technology Evaluation and Demonstration (STED) Program.

1.2. The authorities that shall govern this partnership include, but are not limited to:

1.2.1. Title 40 U.S.C. § 501(b), and

1.2.2. DoD Instruction (DoDI) 4105.72, *Procurement of Sustainable Goods and Services*

1.3. This MOU includes no expansion of existing authority.

## 2. Background

2.1. Congressional laws and executive orders direct Federal agencies to procure products and services that meet mandated sustainable procurement criteria. Beyond

these requirements, there are additional sustainable alternatives that enhance mission readiness through reduced life-cycle costs, improved operational performance, minimized impacts to human health and the environment, and incorporation of renewable materials. These products improve the readiness of U.S. military services while reducing environmental impact.

2.2. The Parties play a significant role in advancing sustainable procurement with the U.S. federal government. GSA provides centralized procurement for the Federal Government, offering billions of dollars' worth of products, services, and facilities that federal agencies need to serve the public. OASD(EI&E), via the STED Program, identifies, demonstrates, and increases awareness of commercially available sustainable technologies and products meeting DoD needs. The Program validates successfully demonstrated items to ensure they meet or exceed user requirements in the DoD operational environment while providing mission, health, and environmental benefits.

2.3. The Parties have a shared interest in ensuring that the military services are properly equipped and mission-ready. This MOU reflects that shared purpose and helps streamline user access to sustainable products that meet operational performance requirements.

### **3. Objectives**

This interagency partnership focuses on the following objectives:

3.1. Increase the awareness, availability, and use of sustainable technologies and products within the federal government.

3.2. Increase the speed with which successfully demonstrated technologies and products are available to the federal government.

### **4. Personnel**

Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

### **5. Roles, Responsibilities, and Authorities**

#### **5.1. GSA**

5.1.1. 40 U.S.C. § 501 establishes the role of GSA in contracting with commercial suppliers to provide the products and services needed by other federal agencies, military or civilian, to accomplish their missions.

5.1.2. GSA will specify to DoD the information needed to initiate and complete procurement actions intended to provide customers with access to relevant sustainable products.

5.1.3. GSA will implement acquisition actions to incorporate suitable products into GSA's Multiple Award Schedule or equivalent purchasing vehicles.

5.1.4. Where circumstances (e.g., initial sales, projected demand, etc.) warrant, GSA will develop necessary documentation to justify assignment of National Stock Numbers for products to be offered through GSA's requisition vehicles, GSA Global Supply and/or Retail Operations (aka 4<sup>th</sup> Party Logistics or 4PL).

5.1.5. GSA will conduct appropriate marketing and promotional activities (e.g., email campaigns, product slipsheets, feature on GSA Global Supply website, etc.) to promote visibility and availability of new products from the STED program.

5.1.6. GSA will coordinate with DoD on informational/promotional activities (e.g., media interviews) to highlight this partnership.

5.1.7. GSA will meet, as needed, with DoD staff to review status of the partnership and to resolve any obstacles to its success.

## 5.2. OASD(EI&E):

5.2.1. The role of OASD(EI&E) in operating the STED Program is established in DoDI 4105.72, *Procurement of Sustainable Goods and Services*, which establishes DoD policy, assigns responsibilities, and prescribes procedures for the procurement of sustainable goods and services to reduce both life-cycle costs and the impact of DoD activities on the environment.

5.2.2. The OASD(EI&E) is responsible for promoting sustainable procurement policies and programs within DoD and sharing best practices for sustainable procurement across the DoD and other federal agencies, per DoDI 4105.72.

5.2.3. The STED Program will work with manufacturers to secure their participation in demonstrations of sustainable products that enhance mission support and operational readiness.

5.2.4. The STED Program will prioritize those products that are most compelling to potential users based on factors including, but not limited to performance, life-cycle cost, material availability and health/environmental benefits.

5.2.5. DoD will provide to GSA relevant data (product specifications, pricing history, unit of issue, etc.) to facilitate GSA's execution of contracting actions, potential assignment of NSNs and promotional efforts to customers.

5.2.6. OASD (EI&E) will coordinate with the military services to identify need areas for the demonstration of sustainable technologies; demonstration performance requirements, points of contact, and sites; and to facilitate demonstration of products.

5.2.7. The STED Program will obtain user feedback and coordinate with manufacturers, as needed, to refine product, packaging, or other features that may impact customer readiness to buy and use on a long-term basis.

5.2.8. The STED Program will coordinate with the Defense Logistics Agency and other DoD component contracting activities for procurement and promotion of products or services in Federal Supply Classes outside the scope of GSA.

5.2.9. DoD will meet, as needed, with GSA staff and/or leadership to review status of the partnership and to resolve any obstacles to its success.

5.3. Nothing in this MOU shall be interpreted to limit or otherwise affect any authorities, powers, rights, or privileges accorded to GSA or DoD or any of the officers, employees, or organizational units under any statute, rule, regulation, contract, or agreement.

## **6. General Provisions**

6.1. **NON-BINDING OBLIGATION.** The signatories acknowledge that this MOU memorializes a good faith intention to achieve the information-sharing and collaboration objectives contemplated herein. This MOU is not legally enforceable and will not be construed to create any legal obligation on the part of any Party, and this MOU will not be construed to provide a private right or cause of action for or by any person or entity. Further, this MOU does not identify all the legal authorities that may govern activities in relation to sustainable procurement or constitute concurrence of the signatories as to the interpretation of the nature and extent of these authorities.

6.2. **FUNDING AND ADMINISTRATIVE ARRANGEMENTS.** The Parties do not intend for this MOU to result in the transfer of funds or other financial obligations from one Party to the other. Nothing in this MOU authorizes, or is intended to obligate, the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Further, no provision of this MOU will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. If required and agreed to by the Parties, subsequent funding agreements will provide for

reimbursement under the authority of 40 U.S.C. § 501, the authority under which GSA will provide personal property and/or non-personal services.

6.3. **MODIFICATION OF MOU.** This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed and validated in its entirety no less often than mid-point (five years) from its effective date.

6.4. **DISPUTES.** Any disputes relating to this MOU will, subject to any applicable law, Executive Order, or administrative issuances, be resolved by consultation between the Parties.

6.5. **TERMINATION OF UNDERSTANDING.** This MOU may be terminated in writing at will by either Party providing ninety days' written notice to the other.

6.6. **EFFECTIVE DATE.** This MOU takes effect beginning on the day after the last Party signs.

6.7. **EXPIRATION DATE.** This MOU will remain in effect for an initial period of ten years from its effective date.

6.8. **NO THIRD-PARTY BENEFICIARIES.** Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.

6.9. **POINTS OF CONTACT (POCS).** The following POCs will be used by the Parties to communicate matters concerning this MOU. Each Party may change its POC upon reasonable notice to the other Party.

6.9.1. For GSA GSS

6.9.1.1. Assistant Commissioner, GSA GSS, 404-909-2192, [erville.koehler@gsa.gov](mailto:erville.koehler@gsa.gov).

6.9.1.2. Director, Portfolio Outreach, GSA GSS, 651-681-1625, [john.barnicle@gsa.gov](mailto:john.barnicle@gsa.gov).

6.9.2. For OASD (EI&E)

6.9.2.1. Director, Sustainability and Acquisition, OASD (EI&E), (571) 372-6793, [david.j.asiello.civ@mail.mil](mailto:david.j.asiello.civ@mail.mil).

6.9.2.2. Deputy Director, Sustainability – Procurement and Supply Chain, OASD (EI&E), (703) 508-3677, reginald.m.mack.civ@mail.mil.

6.10. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the GSA GSS, to:

6.10.1. GSA - General Supplies and Services  
MLK Federal Building  
77 Forsyth Street, SW  
Atlanta, GA 30303

and, if to OASD (EI&E), to:

6.10.2. OASD (EI&E)  
3000 Defense Pentagon  
Washington D.C. 20301-3000

IN WITNESS WHEREOF, the Parties have executed this MOU on the dates hereinafter identified.

**For U.S. General Services Administration**



[Signature of Erville L. Koehler]

ASSISTANT COMMISSIONER, GENERAL SUPPLIES AND SERVICES

Date: 3/20/23

**For U.S. Department of Defense**



[Signature of Richard G. Kidd IV]

DEPUTY ASSISTANT SECRETARY OF DEFENSE FOR ENVIRONMENT AND ENERGY RESILIENCE

Date: 3/20/23