

**MEMORANDUM OF AGREEMENT  
BETWEEN  
DEPARTMENT OF TREASURY  
AND  
GENERAL SERVICES ADMINISTRATION**

**1. Purpose.** This Memorandum of Agreement (MOA) details the agreement between the Department of the Treasury (Treasury) and the General Services Administration (GSA) pertaining to the delivery of telecommunication services in support of Treasury.

**2. Authority.** This agreement is entered into pursuant to the authority of the Administrator of GSA.

**3. Scope.** This agreement covers the long-distance data, video, and voice telecommunications services, local telecommunications services, and wireless services to be provided to the Treasury through the Networkx.

**4. Responsibilities.**

a. General Services Administration.

(1) GSA will assist Treasury in defending the cancellation of the Treasury Communications Enterprise (TCE) departmentwide RFP. This assistance will include the services of GSA's Office of General Counsel and other staff. If there are costs due the current offerors under TCE associated with cancelling the RFP, GSA will share equally in the costs with Treasury for all costs incurred after March 16, 2005.

(2) For the term of the agreement, GSA will reduce Treasury's service fee to 50% of the current fee upon Treasury's transition to Networkx.

(3) GSA will evaluate the potential for further reductions in the fee based on awarded Networkx prices and an assessment of GSA Network Services operating costs.

(4) For the duration of this agreement, Treasury will have access to the Networkx contracts as a direct order-direct bill customer and will require no assistance other than routine contract management action from GSA.

(5) Treasury will be afforded access to GSA transition monies in accordance with the formula determined by the Interagency Management Council (IMC)/GSA.

(6) GSA will allow Treasury to have access to and place orders under Networkx within 30 days of the contract being awarded.

b. Department of Treasury

(1) Treasury will announce its decision to cancel the TCE RFP and move to GSA's Networkx program. Treasury will coordinate its announcement with GSA prior to release.

(2) Treasury will provide GSA access to its contract files for the purpose of assisting in defending the cancellation of the current TCE RFP.

(3) Treasury will provide a source selection authority and source selection team in order to place orders under Networkx for its telecommunication requirements.

(4) Treasury will pay the current Networkx fee minus 50%. GSA will evaluate the potential for further reductions in the fee based on awarded Networkx prices and an assessment of GSA Network Services operating costs.


**5. Effective Date.** This MOA is effective on the date signed by both Treasury and GSA.

**6. Duration.** This agreement remains in effect for 10 years, unless sooner cancelled.

**7. Modification.** This MOA may be modified in writing signed by both parties. GSA agrees to modify this MOA at Treasury's request to provide full procurement services to Treasury under Networkx in exchange for Treasury agreeing to pay an increased service fee that will be no greater than the regular service fee.

**8. Termination.** This agreement may be cancelled by mutual written agreement by the Assistant Secretary of the Treasury for Management and Chief Financial Officer and the Administrator, General Services Administration, or their designees.

**Agreed and Approved By:**

  
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Richard M. Holcomb  
Acting Chief Financial Officer  
Department of the Treasury

DATE: 12-20-2006

  
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Lurita A Doan  
Administrator  
General Services Administration

DATE: 12-20-06