OFFICE OF THE DISTRICT OF COLUMBIA AUDITOR

717 14TH STREET N.W., SUITE 900
WASHINGTON, D.C. 20005
TEL. 202-727-3600 • FAX: 202-724-8814

Deborah K. Nichols
District of Columbia Auditor

006:99:SDG:SD

Evaluation of the Department of Public Works' Monitoring and Oversight of the Ticket Processing and Delinquent Ticket Debt Collection Contracts

April 22, 1999

TABLE OF CONTENTS

EXECUTIVE SUMMARY

PURPOSE

The purpose of this audit was to evaluate the Department of Public Works' (DPW) monitoring and oversight of the District government's parking ticket processing and delinquent ticket debt collection contracts. The two contracts were awarded on October 13, 1992 and December 25, 1994, respectively. The ticket processing contract expired on October 12, 1997. The delinquent ticket debt collection contract is due to expire on December 24, 1999.

CONCLUSION

The Department of Public Works failed to establish an effective monitoring system for services provided by Lockheed under the ticket processing and delinquent ticket debt collection contracts. Department officials assigned only one employee, a technical representative, the primary responsibility of monitoring these major, technically complex contracts. As a result of operating and other deficiencies, the Department of Public Works routinely authorized payments to the delinquent ticket debt collection contractor without evaluating the quality of data underlying the contractor's invoices. The data underlying the contractor's invoices often contained numerous parking ticket overpayments from which the contractor collected a second fee.

DPW failed to timely complete the competitive process to award a new ticket processing services contract and was forced to issue four 45-day or less sole source emergency contracts, and a one-year sole source contract for these services. The emergency sole source contracts awarded by DPW did not comply with 27 DCMR Sections 1710.2, 1710.3, and 1710.4. The emergency sole source contracts were awarded because of DPW's lack of advance planning, administrative delays, and untimely execution of the procurement process for ticket processing services.

The Auditor determined that DPW allowed Lockheed to provide ticket processing services for short periods of time without valid contracts in place and, as a consequence, the District incurred costs totaling approximately $475,232 for services rendered without a valid contract in place. This occurred mainly because DPW officials did not approve a 17-day emergency sole source contract until after the contractor provided the services. Services rendered without valid written contracts circumvented the Procurement Practices Act of 1985, as amended, and D.C. Code, Section 1-1181.5(d)(1) which states that: "No District employee subject to this Chapter shall authorize payment for the value of goods and services received without a valid written contract..."

DPW failed to develop measures to effectively evaluate Lockheed's performance under the delinquent ticket debt collection contract. The absence of performance benchmarks, measures, and standards, in addition to the failure to periodically evaluate performance undermined the District's ability to obtain reasonable assurance that the contractor exercised due diligence on behalf of the District government in performing delinquent parking ticket revenue collection services.

The Auditor also found that hundreds of thousands, and possibly millions, of uncollected delinquent parking tickets were carried forward by the District's contractor from year to year. Approximately 1,307,085 uncollected delinquent parking tickets had accumulated specifically during fiscal years 1995 through 1997. The 1,307,085 delinquent parking tickets represented a minimum of approximately $20 million in uncollected revenue.

The District's failure to invest sufficient resources in computer hardware, software capable of analyzing data, and human resources hampered effective monitoring and oversight of Lockheed's performance and contract compliance, and hampered periodic evaluations of data maintained in the Ticket Information Management System (TIMS).

The administration and management of the ticket processing and delinquent ticket debt collection contracts can be improved significantly with the addition of modest resources and the development and implementation of performance standards specifically applicable to this function. Contractor performance under the delinquent ticket debt collection contract may also be improved significantly, in part, by establishing competitive performance standards and a substantially improved and more effective monitoring and evaluation system. Finally, the District's strategy to collect delinquent parking ticket fines and penalties must be significantly improved in order to maximize revenue well beyond the contractor's present disappointing collection rate.

MAJOR FINDINGS

1. DPW did not effectively monitor the services provided by Lockheed under the ticket processing and delinquent ticket debt collection contracts.

2. Department of Public Works relied on a manual methodology to monitor and evaluate Lockheed's fully automated Ticket Information Management System (TIMS).

3. DPW could not independently test the validity of information presented in reports and invoices submitted by Lockheed.

4. DPW failed to adequately plan and award a new ticket processing contract at the expiration of the original contract.

5. Emergency sole source contracts awarded by DPW did not comply with 27 DCMR Section 1710.2.

6. Lockheed provided ticket processing services totaling approximately $475,232 that were not covered by valid written contracts at the time services were rendered.

7. DPW did not periodically evaluate Lockheed's delinquent ticket debt collection services.

8. DPW did not perform periodic analyses to determine whether the contractor met the Guaranteed Minimum Rate of Recovery (GMRR) for each delinquent ticket assignment.

9. Lockheed's collection rate averaged approximately 16 percent during fiscal years 1996 and 1997.

10. Outstanding delinquent parking tickets carried forward year after year by the contractor represent a minimum of $20 million in uncollected revenue.

RECOMMENDATIONS

1. DPW and/or the Department of Motor Vehicles establish an effective automated contract compliance and performance monitoring component to continuously evaluate the quality of data maintained in the Ticket Information Management System and the quality of services provided by Lockheed under the ticket processing and delinquent ticket debt collection contracts.

2. DPW and/or the Department of Motor Vehicles allocate sufficient resources to effectively monitor the ticket processing and delinquent ticket debt collection contracts.

3. DPW and/or the Department of Motor Vehicles (DMV) establish a methodology, which should include an automated evaluation component, to independently verify the validity of information contained in reports submitted by Lockheed. The methodology should enable DPW and/or DMV to determine the reliability and accuracy of data submitted by the contractor, contractor compliance with the terms of the contract, and any other issues requiring management's immediate attention.

4. DPW, in conjunction with the Office of the Chief Procurement Officer of the District of Columbia, should adequately plan, in advance, for the award of new contracts, and must timely execute the procurement process to avoid the use of sole source contracts.

5. DPW, in future emergency procurements, comply with the provisions of 27 DCMR Sections 1710.2, 1710.3, and 1710.4.

6. The Chief Procurement Officer of the District of Columbia strictly enforce D.C. Code, Section 1-1181.5 (d)(2) and (3) which requires the termination of a District employee or supervisor who enters into or authorizes an oral agreement with a vendor to provide goods or services without a valid written contract.

7. DPW immediately establish relevant, objective, verifiable performance measures to annually evaluate the delinquent ticket debt collection contractor's performance.

8. DPW require the delinquent ticket debt collection contractor to report to the Council of the District of Columbia, at the end of each fiscal year, the number of uncollected tickets assigned during the fiscal year that will be carried over to the next fiscal year. The contractor's report must include an effective and efficient strategy for collecting revenue from most, if not all, of the delinquent tickets carried forward into the next fiscal year.

9. DPW seek payment of $2,917 from Lockheed as a result of the contractor not meeting the GMRR for unidentified tickets in the three assignments discussed in this report.

10. The Chief Financial Officer of the District of Columbia develop a strategy for collecting delinquent parking ticket revenue from tickets not successfully collected by the contractor over a two-year delinquent collection assignment period, and develop and implement an appropriate policy for writing-off delinquent parking ticket fines and penalties.

PURPOSE

The purpose of this audit was to evaluate the Department of Public Works' (DPW) monitoring and oversight of the District government's parking ticket processing and delinquent ticket debt collection contracts. The two contracts were awarded on October 13, 1992 and December 25, 1994, respectively. The ticket processing contract expired on October 12, 1997. The delinquent ticket debt collection contract is due to expire on December 24, 1999.

OBJECTIVE, SCOPE, AND METHODOLOGY

The objective of this audit was to determine: (1) the quality of DPW's monitoring and oversight of the ticket processing and delinquent ticket debt collection contracts, (2) the contractor's compliance with certain provisions of the contract; and (3) whether the contract's provisions were administered by DPW in a manner intended to serve the District's best interest.

The scope of the audit included activities noted above for the period October 1, 1995 through September 30, 1997. The scope also included a review of information related to the ticket processing and delinquent ticket debt collection contracts through May 6, 1998.

BACKGROUND

The Traffic Adjudication Act of 1978 was enacted by the Council of the District of Columbia on June 30, 1978. This law decriminalized parking and minor moving violations, provided for the administrative adjudication of parking and certain moving violations, and provided for the civilian enforcement of parking laws and regulations. District of Columbia Code, Section 40-605(b) of the Traffic Adjudication Act of 1978 states, in relevant part, the following:

> "... The Director may pay a reasonable percentage of monies collected to private agencies for the collection of fines, penalties and fees."

Pursuant to this authority and the authority to procure and contract for goods and services[1], the District of Columbia government, through the Department of Administrative Services and the Department of Public Works, awarded contracts for the operation and maintenance of a parking

[1]The Procurement Practices Act of 1985 (D.C. Code , Section 1-1181.5), and Mayor's Order 90-178, effective November 19, 1990.

ticket processing system and a delinquent parking ticket debt collection system. Lockheed Martin IMS Corporation (Lockheed) has provided these services under two different contracts with the District government since the early 1980's. The Department of Public Works' Transportation Systems Administration (TSA) was responsible for administering and monitoring both contracts. On June 23, 1998, D.C. Act 12-399 was enacted by the Council of the District of Columbia to establish the Department of Motor Vehicles (DMV). The Act, which became effective on October 1, 1998, transferred the Bureau of Traffic Adjudication and Bureau of Motor Vehicle Services to the Department of Motor Vehicles. The responsibility for administering and monitoring services provided under the ticket processing and delinquent ticket debt collection contracts now fall under the jurisdiction of the Department of Motor Vehicles and the Department of Public Works.

Under the ticket processing contract, Lockheed provided ticket processing services relative to tickets issued for parking and certain moving violations in the District of Columbia. Ticket processing services included, but were not limited to, ticket payment processing, data entry services for all tickets and payments, lockbox payment processing, on-line cashiering services, and delinquent notice generation.

Under the delinquent ticket debt collection contract, Lockheed provided services pertaining to the collection of delinquent parking ticket payments that had not been paid for 45-days or more after issuance. The delinquent parking ticket collection contract required Lockheed to collect delinquent fines and penalties resulting from tickets issued for parking and certain moving violations, issue delinquent collection notices, maintain an information database for tickets assigned to it for delinquent collection activity, and develop effective debt collection strategies.

Over the seven-year period of 1992 through 1998, revenue collected from the civilian enforcement and adjudication of parking and certain minor moving violations fluctuated significantly as a result, in part, of the following factors: (1) the number of parking control aides deployed by DPW; (2) the number of tickets issued; (3) the amount of ticket fines and penalties collected; (4) the effectiveness of the contractor's delinquent ticket revenue collection strategies and efforts; and (5) the number of functioning parking meters. These factors materially affected the number of tickets issued and the amount of revenue collected. For example, according to officials in the

Transportation Systems Administration, during calendar year 1994, budget constraints substantially reduced the number of PCAs deployed by DPW to enforce parking regulations. Additionally, DPW officials estimated that approximately 6,700 meters were inoperable due to vandalism during calendar years 1996 and 1997. While some meters were repaired, many meters remained broken through most of fiscal year 1998. Consequently, the amount of revenue generated from parking enforcement decreased during calendar years 1994 through 1996. Between 1992 and 1998 parking enforcement fines and penalties generated annual revenue of approximately $46 million to $60 million. Table I presents parking revenue collected by the District between calendar years 1992 and 1998 under the ticket processing and delinquent ticket debt collection contracts.

TABLE I

Revenue Collected From Parking Enforcement and Traffic Adjudication Programs: Calendar Years 1992 Through 1998

Calendar Year	Ticket Processing Revenue Collected	Delinquent Ticket Revenue Collected	Total Revenue Collected
1992	$48,941,025	$9,240,705	$58,181,730
1993	49,174,093	9,816,484	58,990,577
1994	45,255,394	8,992,523	54,247,917
1995	37,356,485	8,716,503	46,072,988
1996	40,900,763	9,502,876	50,403,639
1997	48,235,732	11,392,898	59,628,630
1998	46,991,913	10,857,169	57,849,082
Total	**$316,855,405**	**$68,519,158**	**$385,374,563**

Source: DPW Annual Reports to the Council of the District of Columbia.

Ticket Processing Contract Status

The ticket processing contract reviewed by the Auditor consisted of one base year and four option years, which covered the period October 13, 1992 through October 12, 1997. The contract amount consisted of: (1) a fixed price component which ranged from a per ticket processing cost of

$2.18 to $2.53 per ticket, and (2) a cost reimbursement component which ranged from $250,000 to $405,000 per year during the contract period.

As noted earlier, the ticket processing contract with Lockheed expired on October 12, 1997. After the expiration of the contract, Lockheed provided ticket processing services under four 45-day or less emergency sole source contracts which ended on May 5, 1998. Since May 5, 1998, Lockheed has provided the services under a one-year sole source contract which was awarded on May 6, 1998 and expires on May 5, 1999. During calendar years 1992 through 1998, actual annual payments to Lockheed for processing District parking tickets ranged from $4 million to $6 million per year for a total of $34.3 million. (See Table II.)

Delinquent Ticket Debt Collection Contract Status

Tickets not paid within the prescribed time period are assigned (referred for delinquent debt collection) to Lockheed under the delinquent ticket debt collection contract. Lockheed, not the District, determines when tickets are eligible for assignment based on criteria established in the delinquent ticket collection contract. The District must approve all assignments before collection activity proceeds. The current delinquent ticket collection contract consists of a base year and four option years. The contract period is December 25, 1994 through December 24, 1999.

According to DPW's contract documents, the delinquent ticket collection contract is a firm-fixed-contingency fee requirements contract. The contractor's compensation for collecting delinquent parking ticket revenue is based on a percentage of revenue collected from each delinquent ticket. Under the present contract, the contractor is paid 39.8% for identified tickets[2] and 28.1% for unidentified tickets[3]. The Auditor, in a July 12, 1995 report entitled, "Review of the Award and Administration of Parking Ticket Processing and Delinquent Ticket Collection Services Contracts," expressed concern regarding the contractor's collection fee arrangement of 39.8% for identified tickets and 28.1% for unidentified tickets. The Department of Public Works, which was responsible

---

[2]An identified ticket is defined as a ticket for which the registered vehicle owner information has been provided by state motor vehicle agencies and at least two delinquent notices have been sent to the registered owner before being referred for collection.

[3]An unidentified ticket is defined as a ticket for which the ticket processing contractor has not been able to obtain a valid name and/or address.

for negotiating and awarding the delinquent ticket debt collection contract, has indicated that the District pays a fee of 15 to 20 percent more than other cities for parking ticket debt collection services. Further, the contractor is able to obtain a greater fee for collecting revenue on identified tickets requiring less effort than for unidentified tickets which require greater effort. Under the previous delinquent ticket collection contract, the contractor collected a greater fee of 32% for unidentified tickets and a lesser fee of 30% for identified tickets.

Between calendar years 1992 and 1998, actual annual payments made to Lockheed to collect delinquent parking ticket revenue ranged from $2 million to $3.7 million per year for a total of $18.3 million. Table II summarizes payments to Lockheed under both the ticket processing and delinquent ticket debt collection contracts, between calendar years 1992 and 1998.

TABLE II

Payments Made to Lockheed
Under the Ticket Processing and Delinquent Ticket Collection Contracts:
Calendar Years 1992 through 1998

Calendar Year	Ticket Processing Contract	Delinquent Ticket Debt Collection Contract	Total Payments to Lockheed
1992	$5,565,745	$2,151,290	$7,717,035
1993	4,579,255	2,254,126	6,833,381
1994	4,859,074	2,038,563	6,897,637
1995	4,023,124	2,106,066	6,129,190
1996	4,557,080	2,775,202	7,332,282
1997	5,995,000	3,281,167	9,276,167
1998	4,697,615	3,664,278	8,361,893
Total	**$34,276,893**	**$18,270,692**	**$52,547,585**

Source: TSA

DPW proposes to consolidate ticket processing and delinquent ticket collection services under one contract with Lockheed. On January 23, 1998, the Department of Public Works issued a request for proposals (RFP) to provide these services under a single contract rather than two separate contracts. In addition to ticket processing and delinquent ticket collection services, the contract will include services for litter control violation tickets and recycling violation tickets.

FINDINGS

DPW DID NOT EFFECTIVELY MONITOR THE SERVICES PROVIDED BY LOCKHEED UNDER THE TICKET PROCESSING AND DELINQUENT TICKET DEBT COLLECTION CONTRACTS

DPW did not effectively and efficiently monitor the services provided by Lockheed under the ticket processing and delinquent ticket debt collection contracts. TSA assigned only one employee, a technical representative, the primary responsibility of monitoring these major, technically complex contracts. The technical representative's responsibilities, according to the contract, included: (1) coordinating the daily operating procedures between the District and the contractor, and (2) monitoring contract compliance for the delinquent ticket debt collection and ticket processing contracts. Based on discussions with the technical representative and the Auditor's review of information made available for the audit, it was determined that the technical representative primarily served as a liaison between the District and the contractor to coordinate daily operating procedures and the resolution of operating issues. The Auditor found that the technical representative was unable to effectively monitor and analyze the contractor's services as a result of:

- limited human resources (only one person);
- unmet training requirements; and
- inadequate computer hardware and the absence of software capable of analyzing data.

The TSA technical representative implemented the following processes to monitor Lockheed's service delivery and performance: (1) attending quarterly meetings with Lockheed's personnel, the TSA administrator, and TSA bureau chiefs; (2) coordinating and conducting an annual performance evaluation of ticket processing services only in conjunction with several TSA managers and employees; and (3) conducting a limited manual review of a few hard copy reports prepared and submitted by Lockheed. Further, the technical representative indicated, but the Auditor could not confirm, that he developed, in consultation with the contractor, a transaction process (point of proof) to account for all tickets, payments, and other financial transaction data. While these efforts may have been creditable, the technical representative was unable to independently perform periodic evaluations of the numerous ticket payments and other financial transactions maintained in Lockheed's Ticket Information Management System. This capability would have enabled the District, at a minimum, to verify the quality of key statistical data, verify the accuracy of transaction processing by the contractor's information management system, independently test the contractor's computer processing logic, and perform comparative analyses of revenue data.

As previously noted, DPW assigned only one employee the responsibility of administering and monitoring both the delinquent ticket debt collection and ticket processing contracts. By comparison, Lockheed assigned 91 staff members--31 under ticket processing and 60 under delinquent ticket debt collections--to carry out its contractual obligations under these contracts. To effectively monitor performance and the quality of service delivery under contracts of this magnitude and complexity, more District resources were required than the single staff person assigned to perform this important responsibility. Table III presents a comparison of the contractor's staff assigned to the ticket processing and delinquent ticket debt collection contracts with the District government's staff assigned the responsibility of administering and monitoring these important revenue collection contracts.

TABLE III

Comparison of Lockheed's Staff and the District Government's Staff Assigned to Administer and Monitor the Ticket Processing and Delinquent Ticket Collection Contracts

Lockheed				District Government	
Ticket Processing Contract	**Number of Lockheed Staff Assigned**	**Delinquent Ticket Debt Collection Contract**	**Number of Lockheed Staff Assigned**	**Ticket Processing and Delinquent Ticket Collections Contracts**	**Number of DPW Staff Assigned**
Management Support	2	Project Oversight	6	Technical Service Representative	1
Project Management	3	Project Management	6		
Computer Resources	6	Computer Resources	7		
System Support	8	Systems Support	23		
Public Service	6	Operations	8		
Noticing, Data Entry, and Clerical Support	3	Consulting	5		
		Sub-contractor Support	5		
Collections	3				
Total Lockheed Staff	**31**		**60**	**Total District Staff**	**1**

Source: TSA Contract Files

Department of Public Works Relied on a Manual Methodology to Monitor and Evaluate Lockheed's Fully Automated Ticket Information Management System

The Department of Public Works relied solely on a manual methodology to monitor and evaluate Lockheed's vast fully automated Ticket Information Management System (TIMS). For example, the technical representative maintained a handwritten log to record information from invoices submitted by Lockheed which included monthly delinquent ticket collection information and fees collected by the contractor. This information was never transferred to an electronic spreadsheet or database program for comparative or analytical purposes primarily because the technical representative did not have access to such software. Further, to test the accuracy of delinquent ticket collection data, the technical representative occasionally selected a statistically insignificant and grossly inadequate sample of transactions from monthly delinquent ticket collection Fee Analysis Reports containing 8,000 to 14,000 parking ticket transactions. (See Appendix I for a sample of pages from a Fee Analysis Report.)

Lockheed's Ticket Information Management System is a fully automated ticket information database which is used to maintain and process information related to 10 million or more District parking tickets and ticket payments. By comparison, the District's technical representative was required to manually review voluminous hard copy reports generated by Lockheed's automated system. The Auditor's review revealed that DPW failed to provide this one staff person with: (1) the appropriate resources, (2) appropriate computer hardware and software technology, and (3) training necessary to adequately monitor and analyze performance, service delivery, and parking ticket financial transactions flowing through Lockheed's automated information system.

At minimum, to effectively monitor these contracts and the underlying automated information system, DPW should have acquired appropriate hardware and software to: (1) more adequately monitor and evaluate parking ticket financial transactions; (2) verify the quality and validity of parking ticket information entered and maintained in the contractor's information system; and (3) evaluate the quality of the contractor's performance by independently testing the system and the transactions processed through it. The Department's investment in appropriate computer hardware, software, and training would likely have been less than $10,000.

DPW also should have deployed additional personnel who were trained and experienced in operating and evaluating automated information management systems similar to Lockheed's technically complex, expansive automated system. This would have facilitated more effective, efficient, and independent monitoring of financial activity and the evaluation of contractor performance and compliance on an ongoing basis. DPW did not take either course of action. As a consequence, the District has missed the opportunity to maximize revenue collections from parking enforcement and has failed to adequately ensure that the services under the ticket processing and delinquent ticket debt collection contracts were performed in a manner that served the best interest of the District government.

DPW Could Not Independently Test the Validity of Information Presented In Reports and Invoices Submitted by Lockheed

The delinquent ticket debt collection contract required Lockheed to submit an invoice and a Fee Analysis Report in hard copy format and on diskette by the 15th of each month in order to be paid by the District. The Fee Analysis Report provided both detailed and summarized data concerning the total number of tickets issued, dollars collected, adjustments, and fees paid to the contractor, among other relevant information.

The Auditor's analysis of monthly Fee Analysis Reports found that the reports lacked important fields of data necessary to facilitate an effective, meaningful analysis. At the time of the audit, the Auditor also found that diskettes containing fee analysis report data were of no value to the technical representative because the only software on the technical representative's computer that was capable of reading the fee analysis data was a word processing program that could not analyze the data. As a consequence, the Fee Analysis Report, and other reports, were inconsistently and inadequately reviewed by the technical representative. The hard copy version of the Fee Analysis Report was too voluminous for any meaningful manual review and, as noted earlier, the technical representative lacked the appropriate computer hardware, software, and requisite training to effectively review and evaluate the information electronically. The hard copy Fee Analysis Report consisted of hundreds of pages filled with delinquent ticket transactions. (See Appendix I for a sample of information from a Fee Analysis Report.) Typically, these reports contained data on approximately 8,000 or more delinquent tickets in addition to other financial information related to delinquent ticket collections.

Without reviewing the Fee Analysis Report and independently testing the validity of information contained in the report, TSA routinely authorized DPW to make payments to the delinquent ticket debt collection contractor without evaluating the quality of data underlying the contractor's invoices. In a report released by the Auditor, dated March 19, 1998, entitled, "District's Department of Public Works Improperly Collected and Retained Millions in Parking Ticket Overpayments," the Auditor identified approximately $72,523 in fees improperly collected by Lockheed during fiscal years 1996 and 1997. The Auditor also found that the contractor, over a ten-year period, collected approximately $17.1 million in overpayments on parking tickets. The overpayments were never refunded to the payees and Lockheed collected its 39.8% fee twice - once from the initial payment and a second fee from the overpayment. DPW's inadequate monitoring capability and inability to adequately test the validity of information submitted by Lockheed with its invoices precluded DPW from immediately detecting the magnitude of parking ticket overpayments, the contractor's improper collection of fees, and other financial and performance issues related to the delinquent ticket debt collection contract.

RECOMMENDATIONS

1. DPW and/or the Department of Motor Vehicles establish an effective automated contract compliance and performance monitoring component to continuously evaluate the quality of data maintained in the Ticket Information Management System and the quality of services provided by Lockheed under the ticket processing and delinquent ticket debt collection contracts.

2. DPW and/or the Department of Motor Vehicles allocate sufficient resources to effectively monitor the ticket processing and delinquent ticket debt collection contracts.

3. DPW and/or the Department of Motor Vehicles (DMV) establish a methodology, which should include an automated evaluation component, to independently verify the validity of information contained in reports submitted by Lockheed. The methodology should enable DPW and/or DMV to determine the reliability and accuracy of data submitted by the contractor, contractor compliance

with the terms of the contract, and any other issues requiring management's immediate attention.

DPW FAILED TO ADEQUATELY PLAN AND AWARD A NEW TICKET PROCESSING CONTRACT AT THE EXPIRATION OF THE ORIGINAL CONTRACT

The District's last long-term contract to provide ticket processing services was competitively awarded to Lockheed on October 13, 1992 and expired on October 12, 1997. Because of DPW's failure to timely complete the competitive process to award a new contract, it was forced to issue four 45-day or less sole source emergency contracts for the periods reflected in Table IV.

TABLE IV

Emergency Sole Source Contracts Awarded for Ticket Processing Services During the Period October 14, 1997 - May 5, 1998

Contract	Date of Contract	Contract Period	Contract Amount
#1	October 14, 1997 - November 29, 1997	32 days[4]	$712,250
Modification to Extend Contract #1	November 29, 1997 - December 17, 1997	13 days	282,750
#2	December 18, 1997 - February 25, 1998	46 days	995,000
#3	March 3, 1998 - April 13, 1998	30 days	539,558
#4	April 14, 1998 - May 5, 1998	16 days	530,000
Total		**137 days**	**$3,059,558**

Source: Office of the D.C. Auditor

The Auditor held discussions with DPW officials concerning the use of emergency sole source contracts to continue ticket processing services. According to DPW officials, the following mitigating factors impacted DPW's ability to issue a new contract at the expiration of the old contract: (1) staff shortages, and (2) modifications to the Request for Proposals (RFP).

Despite the fact that an RFP for ticket processing services was prepared by DPW's Office of Management Services approximately two years prior to the expiration of the last long-term contract,

[4]In accordance with the terms specified in the contract, the contract periods for the four emergency sole source contracts were calculated based on business days only and did not include weekends or holidays.

DPW failed to timely award a new contract. The Auditor noted that DPW officials had sufficient time to plan and execute the procurement process leading to the award of a new contract. DPW has contracted with Lockheed for ticket processing services since early 1980 and should have been well aware of the process and timing necessary to award a new contract before the long-term contract expired.

Emergency Sole Source Contracts Awarded by DPW Did Not Comply with 27 DCMR Sections 1710.2, 1710.3, and 1710.4

According to 27 DCMR Section 1710.2, an emergency condition for the purpose of emergency contracting is defined as:

> "...a situation (such as a flood, epidemic, riot, equipment failure, or other reason set forth in a proclamation issued by the Mayor) which creates an immediate threat to the public health, welfare, or safety..." (Auditor's Emphasis)

The sole source emergency contracts awarded by DPW for ticket processing services were not based on any of the situations (flood, epidemic, riot, equipment failure) defined in 27 DCMR Section 1710.2 and were not "set forth in a proclamation issued by the Mayor." Instead, the need for emergency contracts was created by an internal management failure to timely plan and execute a competitive procurement process leading to the award of a competitive contract at the expiration of the last long-term ticket processing contract.

The Auditor's further analysis of the emergency sole-source contracts indicated that these contract awards did not comply with 27 DCMR Section 1710.3 which provides the following:

> "The justification for emergency procurement shall not be based solely on internal governmental circumstances. In the absence of an emergency condition, an emergency procurement shall not be justified on the basis of any of the following circumstances:
>
> (a) The lack of adequate advance planning for the procurement of required supplies, services or construction;
>
> (b) Delays in procurement caused by administrative delays, lack of sufficient procurement personnel, or improper handling of procurement requests or competitive procedures; or
>
> (c) Pending expiration of budget authority."

As previously noted, the Auditor identified four 45-day or less emergency sole source contracts issued by DPW. The emergency sole source contracts were issued successively for a total of 137 days. DPW's use of emergency procurements to meet long-term needs (over 120 days) violated 27 DCMR Section 1710.4 which states:

> "The emergency procurement of supplies or services shall be limited to quantities or time period sufficient to meet the immediate threat and shall not be used to meet long-term requirements."

At the expiration of the last 45-day emergency sole source contract on May 5, 1998, DPW awarded Lockheed a one-year sole source contract under which it is presently providing ticket processing services to the District of Columbia government. This emergency sole source contract will expire on May 5, 1999.

Lockheed Provided Ticket Processing Services Totaling Approximately $475,232 That Were Not Covered by Valid Written Contracts at the Time Services Were Rendered

DPW officials permitted Lockheed to provide ticket processing services without valid written contracts in place for a total of 20 days at an approximate cost of $475,232. This occurred because DPW:

(1) failed to award a contract immediately following the expiration of several short-term emergency sole source contracts; and

(2) did not approve the contract for the period April 14-May 5, 1998 until May 18, 1998, well after the services had been rendered by the contractor.

For three days (two days after one contract ended and one day before another contract began), Lockheed was allowed to provide services without a valid written contract in place. None of the emergency sole source contracts awarded to Lockheed covered these days. Another emergency sole source contract, which was for a period of 17 days, covered the appropriate period but was not approved until after the services were rendered. Table V shows the exact periods and costs incurred when Lockheed provided services without valid written contracts.

Table V

Services Provided Without Valid Written Contracts: Calendar Year 1998

Dates Services Provided Without Valid Written Contracts	Number of Days	Reasons	Costs Incurred		
			Fixed Costs	Cost Reimbursement	Total
February 26, 27, 1998	2	Days not included in contract	$44,962	$2,561	$47,523
March 2, 1998	1	Days not included in contract	22,481	1,280	23,761
April 14-May 5, 1998	17	Contract not approved until after services rendered	382,179	21,769	403,948
Totals	**20**		**$449,622**	**$25,610**	**$475,232**

Source: Office of the D.C. Auditor.

The continuation of services without a valid written contract would violate D.C. Code, Section 1-1181.5(d)(1) entitled, "Limitation of Contracting Authority," which states in relevant part:

> "No District employee subject to this chapter shall authorize payment for the value of goods and services received without a valid written contract. This subsection shall not apply to a payment required by a court order or a final decision of the Contract Appeals Board."

Additionally D.C. Code, Section 1-1181.5 (d)(2) and (3) state:

> "(2) After April 12, 1997, no District employee shall enter into an oral agreement with a vendor to provide goods or services to the District government without a valid written contract. Any violation of this paragraph shall be cause for termination of employment of the District employee.
>
> (3) Any vendor who, after April 12, 1997, enters into an oral agreement with a District employee to provide goods or services to the District government without a valid written contract shall not be paid. If the oral agreement was entered into by a District employee at the direction of a supervisor, the supervisor shall be terminated. The Mayor shall submit a report to the Council at least 4 times a year on the number of persons cited or terminated under this provision."

RECOMMENDATIONS

1. DPW, in conjunction with the Office of the Chief Procurement Officer of the District of Columbia, should adequately plan, in advance, for the award of new contracts, and must timely execute the procurement process to avoid the use of sole source contracts.

2. DPW, in future emergency procurements, comply with the provisions of 27 DCMR Sections 1710.2, 1710.3, and 1710.4.

3. The Chief Procurement Officer of the District of Columbia strictly enforce D.C. Code, Section 1-1181.5 (d)(2) and (3) which requires the termination of a District employee or supervisor who enters into or authorizes an oral agreement with a vendor to provide goods or services without a valid written contract.

DPW DID NOT PERIODICALLY EVALUATE LOCKHEED'S DELINQUENT TICKET DEBT COLLECTION SERVICES

During the five-year period of the delinquent ticket debt collection contract, the Department of Public Works did not conduct annual evaluations of the contractor's performance.

The Department of Public Works also failed to develop relevant, objective, and verifiable performance measures to be used in an annual evaluation of the contractor's performance under the delinquent ticket debt collection contract. Performance measures that assess the quality and effectiveness of service delivery, in addition to basic contract requirements, were necessary to ensure that the contractor performed at the highest level. In the absence of an annual evaluation, the Auditor could not find any other evidence that DPW officials performed periodic examinations of the contractor's performance under the delinquent ticket debt collection contract.

The Auditor held discussions with the technical representative regarding the failure to evaluate Lockheed's delinquent ticket debt collection services. The technical representative noted that the contractor's success was determined by the collection rate it achieved on each batch of delinquent tickets assigned under the contract. As a consequence of DPW's failure to periodically evaluate the contractor's delivery of services, the Auditor found that the District government was not reasonably assured that it received satisfactory services simply on the basis of the contractor's collection rate. During fiscal years 1996 and 1997, the contractor's overall collection rate averaged approximately 16 percent of the total number of delinquent tickets assigned during those particular fiscal years. It is important to note that an unknown, but significant, percentage of the contractor's collection rate contained overpayments on delinquent parking tickets found by the Auditor and discussed in a report dated March 19, 1998 entitled, "District's Department of Public Works Improperly Collected and Retained Millions in Parking Ticket Overpayments."

In an analysis of delinquent ticket debt collection services, the Auditor found that millions of uncollected delinquent tickets are being carried forward from one year into the next. Very little has been done by DPW officials to effectively address this expanding problem, except to offer excuses for maintaining the status quo. The Auditor notes that had DPW implemented an independent monitoring and evaluation process for the delinquent ticket debt collection contract the problems associated with this particularly important revenue and performance issue should have been promptly discovered and resolved by management years ago.

DPW Did Not Perform Periodic Analyses to Determine Whether the Contractor Met the Guaranteed Minimum Rate of Recovery (GMRR) For Each Delinquent Ticket Assignment

The delinquent ticket debt collection contract provided that the GMRR would be evaluated for each assignment. If the contractor did not meet the minimum level of performance, the District would be entitled to the difference between the actual revenue recovered and the revenue that would have been recovered based on the GMRR. This provision of the contract represented a potential source of revenue for the District if the contractor failed to meet the GMRR for each batch of assigned delinquent tickets. The Auditor reviewed 17 out of 24 delinquent ticket debt collection assignments and found that Lockheed easily met the GMRR of 8.1 percent during fiscal years 1996 and 1997 for identified tickets. Table VI highlights a sample of Lockheed's assigned ticket collection rates achieved during fiscal years 1996 and 1997.

TABLE VI

Lockheed's Assigned Ticket Collection Rates: Fiscal Years 1996 and 1997

Identified Tickets				Unidentified Tickets	
Fiscal Year	**Assignment Date**	**Average Collection Rate on Dollar Value**	**Required Contract Rate**	**Actual Collection Rate on Dollar Value**	**Required Contract Rate**
1996	07/22/96	26.2	8.1	1.12	1.1
	08/19/96	29.7	8.1	.88	1.1
	09/09/96	27.8	8.1	1.08	1.1
1997	10/07/96	24.7	8.1	.93	1.1
	11/11/96	27.8	8.1	1.36	1.1
	12/09/96	26.6	8.1	1.22	1.1

Source: Lockheed's Collection Performance Reports By Ticket Status and Assignment

Based upon the analysis of 17 delinquent ticket debt collection assignments, the Auditor determined that Lockheed attained an average collection rate of 27.1 percent for identified tickets. The 27.1 percent average rate of collection was within the range that should be considered for any guaranteed minimum rate of return that may be included in a new delinquent ticket debt collection contract. If a guaranteed minimum rate of return is not included in future delinquent ticket debt collection contracts, the 27.1 percent average collection rate for an 18-month assignment period should be used as a benchmark for assessing the contractor's parking ticket debt collection performance.

While Lockheed was able to meet the GMRR for identified tickets, it was unable to meet the required GMRR in three unidentified ticket assignments reviewed by the audit team. As a result, the District should have collected approximately $2,917 from the contractor. The Auditor did not find any evidence that the technical representative performed an analysis to determine whether the contractor met the GMRR for each assignment of delinquent tickets. Section 5.4 of the contract states the following:

> "Eighteen months from the assignment date, the GMRR shall be evaluated for each assignment. In the event that the contractor fails to meet its proposed GMRR for each assignment, the contractor shall pay the District the difference

between the actual revenue recovered and the revenue which would have been recovered based on the proposed GMRR. The contractor shall remit payment within 30 days from the date a request for payment is received from the District. Payment must be in the form of a check, cashier's check, or money order made payable to the D.C. Treasurer. The check shall be mailed to the office address of the contract administrator."

The Auditor notes that DPW officials do not agree with the Auditor's finding for the three assignments in question. The disagreement was based on whether the GMRR in effect at the time of the assignment should be used or whether the GMRR in effect 18-months after the assignment should be used. The contract language is vague and only stipulates that the GMRR is to be evaluated for each assignment "18 months from the assignment date." It does not state nor require that the GMRR rate in place at the end of the 18-month period is the rate that must be used. As a result, and to compare like components, the rate in effect at the time of assignment was used to perform the Auditor's analysis. The Auditor further notes that it is most beneficial to the contractor, rather than the District, when the GMRR in effect at the end of the 18-month period is used rather than the rate in effect at the time of the assignment, because a lower rate would have applied to over half of the ticket assignments made during the 5 year contract period. The Auditor's methodology of calculating the GMRR based on the rate in effect at the time of the assignment is the most appropriate rate to measure the contractor's performance.

Additionally, the Auditor notes that the guaranteed minimum rate of recovery for collections on identified and unidentified tickets, as specified in Lockheed's delinquent ticket debt collection contract with the District, appears too low and has not provided sufficient incentive for the contractor to improve performance and increase the collection rate on delinquent District parking tickets. In accordance with Section 5.3 of the current delinquent ticket debt collection contract, the contractor guarantees the following minimum rates of recovery (level of performance):

Year	GMRR Identified Tickets	GMRR Unidentified Tickets
Base Year	8.1%	1.1%
1st Option Year	8.1%	1.1%
2nd Option Year	8.1%	1.1%
3rd Option Year	6.1%	0.8%
Final Option Year	0.0%	0.0%

LOCKHEED'S COLLECTION RATE AVERAGED APPROXIMATELY 16 PERCENT DURING FISCAL YEARS 1996 AND 1997

Lockheed's collection rate for tickets assigned during fiscal years 1996 and 1997 was 17 percent and 16 percent respectively. Based on these collection statistics, Lockheed's average collection rate was approximately 16 percent for both fiscal years. The Auditor determined Lockheed's collection rate on delinquent tickets within the fiscal year assigned. For example, if 100 delinquent tickets were assigned during fiscal year 1996, the Auditor sought to determine the number (and percentage) of those tickets on which payments were collected within fiscal year 1996. In other words, the analysis did not include delinquent ticket payments collected on tickets assigned in fiscal years other than 1996 and 1997. As DPW and the Department of Motor Vehicles have indicated in the comments to this report, the longer a ticket debt remains outstanding, the less likely it will be collected. Therefore, the analysis in this section was designed to determine the contractor's collection rate over a short period of time rather than the 18-month collection cycle permitted under the contract. The Auditor's analysis was based on data obtained from the contractor by the Department of Public Works.

Fiscal Year 1996 Ticket Assignments and Collections

Lockheed was assigned 504,397 tickets in fiscal year 1996 under the delinquent ticket debt collection contract. During fiscal year 1996, Lockheed collected fines and penalties on only 85,529, or 17 percent, of the total delinquent tickets assigned for that year. A balance of 418,868 tickets, or 83 percent of fiscal year 1996 ticket assignments, remained uncollected at the close of fiscal year 1996.

Fiscal Year 1997 Ticket Assignments and Collections

Lockheed was assigned 648,902 tickets in fiscal year 1997 under the delinquent ticket debt collection contract. During fiscal year 1997, Lockheed collected fines and penalties on only 102,642, or 16 percent, of the total tickets assigned during fiscal year 1997. A balance of 546,260 tickets, or 84 percent of fiscal year 1997 ticket assignments, remained uncollected at the close of fiscal year 1997.

Table VII presents the total number of tickets assigned during fiscal years 1996 and 1997, respectively, and the total number of tickets on which revenue was collected within the same fiscal year. Chart 1 graphically presents the same information.

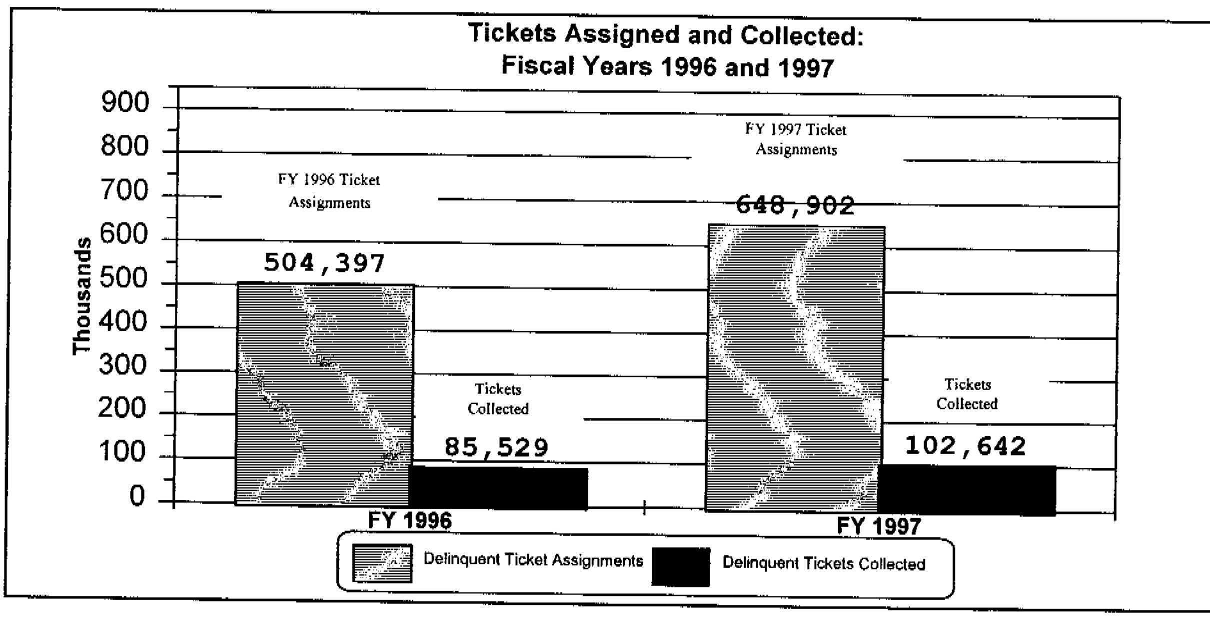
TABLE VII

Delinquent Ticket Assignments and Collections: Fiscal Years 1996 and 1997

Fiscal Year	Ticket Assignments	Total Collections	Percent Collected	Uncollected Tickets	Percent Uncollected
1996	504,397	85,529	17%	418,868	83%
1997	648,902	102,642	16%	546,260	84%
Total	**1,153,299**	**188,171**		**965,128**	

Source: Lockheed's Fee Analysis Report.

Chart 1



The Auditor found that Lockheed collected revenue on a total of 188,171 tickets, or approximately 16 percent, of the 1,153,299 tickets assigned for collection during fiscal years 1996 and 1997. Revenue from approximately 965,128, or 84 percent, of the delinquent parking tickets assigned during fiscal years 1996 and 1997 remained uncollected at the close of fiscal year 1997.

Outstanding Delinquent Parking Tickets Carried Forward Year After Year by the Contractor Represent a Minimum of $20 Million in Uncollected Revenue

The Auditor found that hundreds of thousands of delinquent parking tickets remain uncollected at the close of each fiscal year and contributed to a burgeoning pool of uncollected delinquent parking tickets. Delinquent tickets that were assigned to the contractor in previous fiscal years remained unpaid and were simply carried forward year after year. The delinquent ticket debt collection contract makes no provision for the disposition of these tickets.

Fiscal Year 1996 Delinquent Ticket Inventory Pool

At the close of fiscal year 1995, 468,386[5] uncollected delinquent parking tickets were carried forward into fiscal year 1996. As previously noted, Lockheed was assigned an additional 504,397 tickets under the delinquent ticket debt collection contract during fiscal year 1996. Therefore, during fiscal year 1996, Lockheed's delinquent ticket collection inventory totaled approximately 972,783 tickets. During fiscal year 1996, Lockheed collected fines and penalties on only149,264, or 15 percent, of the tickets in the delinquent ticket inventory pool of 972,783 tickets. Collections were made on 85,529 tickets assigned during fiscal year 1996 and 63,735 delinquent tickets assigned during fiscal years 1993 through 1995. The Auditor's analysis indicated that a balance of approximately 823,519 uncollected tickets remained at the close of fiscal year 1996 and were carried forward into fiscal year 1997.

Fiscal Year 1997 Delinquent Ticket Inventory Pool

During fiscal year 1997, Lockheed was assigned 648,902 delinquent tickets under the delinquent ticket debt collection contract. Another 823,519 tickets were carried forward into fiscal year 1997. Therefore, during fiscal year 1997, Lockheed's delinquent ticket collection inventory totaled approximately 1,472,421 tickets. During fiscal year 1997, Lockheed collected fines and penalties on only 165,336, or 11 percent, of the 1,472,421 tickets in the delinquent ticket inventory pool. Collections were made on 102,642 tickets assigned during fiscal year 1997 and 62,694

[5]This figure does not include hundreds of thousands, most likely in excess of several millions, of uncollected delinquent parking tickets carried over from years prior to fiscal year 1995.

delinquent tickets assigned during fiscal years 1993 through 1996. The Auditor's analysis indicated that a balance of approximately 1,307,085 uncollected tickets remained at the close of fiscal year 1997 and were carried over into fiscal year 1998.

Table VIII presents the total number of assigned delinquent tickets that were carried over starting with fiscal year 1995, and the number of tickets for which revenue was collected on assignments made between fiscal years 1993 and 1997. Chart 2 graphically depicts the same information.

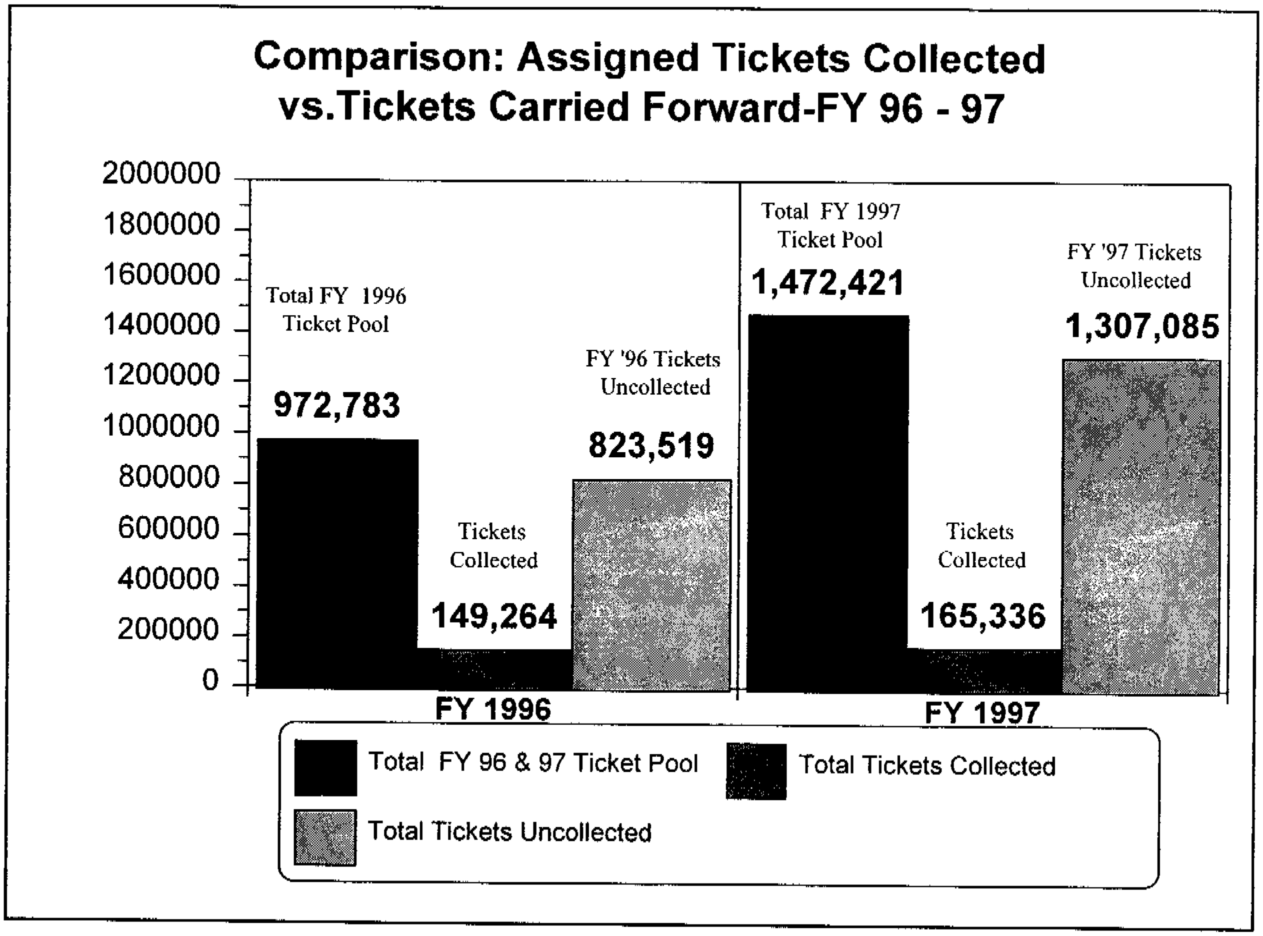
TABLE VIII

Delinquent Ticket Collections and Uncollected Tickets Carried Forward: Fiscal Years 1996 And 1997

Ticket Assignments and Tickets Not Collected From Previous Year Starting With Fiscal Year 1995	Tickets for Which Revenue Was Collected on Assignments Made During Fiscal Years 1993 - 1997						
	FY 1997	FY 1996	FY 1995	FY 1994	FY 1993	Total Collections	Total Uncollected
1996							
Tickets Assigned 504,397 Tickets Uncollected 468,386 **Total** **972,783**	N/A	85,529	45,846	10,847	7,042	149,264	823,519
1997							
Tickets Assigned 648,902 Tickets Uncollected 823,519 **Total** **1,472,421**	102,642	39,079	12,396	6,650	4,569	165,336	1,307,085
Total	**102,642**	**124,608**	**58,242**	**17,497**	**11,611**	**314,600**	

Source: Lockheed's Fee Analysis Report and Office of the D.C. Auditor.

Chart 2



The Auditor's analysis of delinquent ticket assignments and collections indicated that the number of tickets carried forward each year has progressively increased at a disproportionate rate in comparison with the number of delinquent parking ticket payments collected by the contractor. As indicated previously, the delinquent ticket debt collection contract does not address how delinquent parking tickets that remain uncollected after an 18-month collection period are to be treated by the contractor or by the District. As a consequence, these tickets remain in the delinquent ticket collection inventory from year to year. In discussions with DPW officials, the Auditor found that DPW, in conjunction with the contractor, had not developed a successful strategy to recover a greater percentage of revenue from this growing inventory of delinquent parking tickets. Also, the District had not developed a write-off policy for uncollected parking ticket fines and penalties. The large number of delinquent parking tickets carried over from year to year exceeds approximately $20[6] million in uncollected revenue that the District must develop a more effective strategy to collect. Further, the District must immediately develop a write-off policy for this revenue source so as not to distort the District's financial position.

RECOMMENDATIONS

1. DPW immediately establish relevant, objective, verifiable performance measures to annually evaluate the delinquent ticket debt collection contractor's performance.

2. DPW require the delinquent ticket debt collection contractor to report to the Council of the District of Columbia, at the end of each fiscal year, the number of uncollected tickets assigned during the fiscal year that will be carried over to the next fiscal year. The contractor's report must include an effective and efficient strategy for collecting revenue from most, if not all, of the delinquent tickets carried forward into the next fiscal year.

3. DPW seek payment of $2,917 from Lockheed as a result of the contractor not meeting the GMRR for unidentified tickets in the three assignments discussed in this report.

4. The Chief Financial Officer of the District of Columbia develop a strategy for collecting delinquent parking ticket revenue from tickets not successfully collected by the contractor over a two-year delinquent collection assignment period, and develop and implement an appropriate policy for writing-off delinquent parking ticket fines and penalties.

---

[6] The Auditor's estimate of $20 million is based on a minimum fine of $15 for each ticket included in the delinquent ticket inventory pool at the close of fiscal year 1997. It does not include the value of those tickets that were carried forward from fiscal years prior to 1995 which the Auditor notes may exceed several million.

CONCLUSION

The Department of Public Works failed to establish an effective monitoring system for services provided by Lockheed under the ticket processing and delinquent ticket debt collection contracts. Department officials assigned only one employee, a technical representative, the primary responsibility of monitoring these major, technically complex contracts. As a result of operating and other deficiencies, the Department of Public Works routinely authorized payments to the delinquent ticket debt collection contractor without evaluating the quality of data underlying the contractor's invoices. The data underlying the contractor's invoices often contained numerous parking ticket overpayments from which the contractor collected a second fee.

DPW failed to timely complete the competitive process to award a new ticket processing services contract and was forced to issue four 45-day or less sole source emergency contracts, and a one-year sole source contract for these services. The emergency sole source contracts awarded by DPW did not comply with 27 DCMR Sections 1710.2, 1710.3, and 1710.4. The emergency sole source contracts were awarded because of DPW's lack of advance planning, administrative delays, and untimely execution of the procurement process for ticket processing services.

The Auditor determined that DPW allowed Lockheed to provide ticket processing services for short periods of time without valid contracts in place and, as a consequence, the District incurred costs totaling approximately $475,232 for services rendered without a valid contract in place. This occurred mainly because DPW officials did not approve a 17-day emergency sole source contract until after the contractor provided the services. Services rendered without valid written contracts circumvented the Procurement Practices Act of 1985, as amended, and D.C. Code, Section 1-1181.5(d)(1) which states that: "No District employee subject to this Chapter shall authorize payment for the value of goods and services received without a valid written contract..."

DPW failed to develop measures to effectively evaluate Lockheed's performance under the delinquent ticket debt collection contract. The absence of performance benchmarks, measures, and standards, in addition to the failure to periodically evaluate performance undermined the District's ability to obtain reasonable assurance that the contractor exercised due diligence on behalf of the District government in performing delinquent parking ticket revenue collection services.

The Auditor also found that hundreds of thousands, and possibly millions, of uncollected delinquent parking tickets were carried forward by the District's contractor from year to year. Approximately 1,307,085 uncollected delinquent parking tickets had accumulated specifically during

Approximately 1,307,085 uncollected delinquent parking tickets had accumulated specifically during fiscal years 1995 through 1997. The 1,307,085 delinquent parking tickets represented a minimum of approximately $20 million in uncollected revenue.

The District's failure to invest sufficient resources in computer hardware, software capable of analyzing data, and human resources hampered effective monitoring and oversight of Lockheed's performance and contract compliance, and hampered periodic evaluations of data maintained in the Ticket Information Management System (TIMS).

The administration and management of the ticket processing and delinquent ticket debt collection contracts can be improved significantly with the addition of modest resources and the development and implementation of performance standards specifically applicable to this function. Contractor performance under the delinquent ticket debt collection contract may also be improved significantly, in part, by establishing competitive performance standards and a substantially improved and more effective monitoring and evaluation system. Finally, the District's strategy to collect delinquent parking ticket fines and penalties must be significantly improved in order to maximize revenue well beyond the contractor's present disappointing collection rate.

Respectfully submitted,

Deborah K. Nichols

Deborah K. Nichols
District of Columbia Auditor

APPENDICES

1 PROGRAM: WSRP1510 W A S H I N G T O N F E E A N A L Y S I S R E P O R T RUN DATE: 11/06/95 PAGE 25

0 CONTINGENCY COLL FEES - REVENUE COLLECTED FROM: 10/01/95 TO 10/31/95 ASSIGN DATE BEFORE 5/01/95

TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT		FEE	TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT		FEE
773788514	DC C59514	04 94311	659	95254		20	AID	6.00	774182861	DC C59525	04 94300	659	95254		20	AID	6.00
774224312	DC C59848	04 94313	659	95254		5	AID	1.50									

1 PROGRAM: WSRP1510 W A S H I N G T O N F E E A N A L Y S I S R E P O R T RUN DATE: 11/06/95 PAGE 26

0 CONTINGENCY COLL FEES - REVENUE COLLECTED FROM: 10/01/95 TO 10/31/95 ASSIGN DATE BEFORE 5/01/95

***** DAILY SUB TOTALS ***** FOR DATE = 95254

\- A. PAYMENTS ON ASSIGNMENTS AUTHORIZED UNDER CONTRACT # OMS-3056-AA-KH

ITEM	# PAID	AMT PAID	# ADJUST	AMT ADJUST	NET PAID	%	FEE AMT
BOOT/TOW	0	$0.00	0	$0.00	$0.00	00.00%	$0.00
UNIDENT	0	$0.00	0	$0.00	$0.00	32.00%	$0.00
IDENTIFIED	3	$45.00	0	$0.00	$45.00	30.00%	$13.50
UNAPPLIED	0	$0.00	0	$0.00	$0.00	00.00%	$0.00
SUBTOTAL	3	$45.00	0	$0.00	$45.00	N/A	$13.50
TOTAL	3	$45.00	0	$0.00	$45.00	N/A	$13.50

1 PROGRAM: WSRP1510 W A S H I N G T O N F E E A N A L Y S I S R E P O R T RUN DATE: 11/06/95 PAGE 27

0 CONTINGENCY COLL FEES - REVENUE COLLECTED FROM: 10/01/95 TO 10/31/95 ASSIGN DATE BEFORE 5/01/95

TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT		FEE	TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT		FEE
763946584	DC 516797	04 94070	655	95256	C	50	AID	15.00	913353615	DC 520737	04 94146	653	95256	C	105	AID	31.50

1 PROGRAM: WSRP1510 W A S H I N G T O N F E E A N A L Y S I S R E P O R T RUN DATE: 11/06/95 PAGE 28

0 CONTINGENCY COLL FEES - REVENUE COLLECTED FROM: 10/01/95 TO 10/31/95 ASSIGN DATE BEFORE 5/01/95

***** DAILY SUB TOTALS ***** FOR DATE = 95256

\- A. PAYMENTS ON ASSIGNMENTS AUTHORIZED UNDER CONTRACT # OMS-3056-AA-KH

ITEM	# PAID	AMT PAID	# ADJUST	AMT ADJUST	NET PAID	%	FEE AMT
BOOT/TOW	0	$0.00	0	$0.00	$0.00	00.00%	$0.00
UNIDENT	0	$0.00	0	$0.00	$0.00	32.00%	$0.00
IDENTIFIED	2	$155.00	0	$0.00	$155.00	30.00%	$46.50
UNAPPLIED	0	$0.00	0	$0.00	$0.00	00.00%	$0.00
SUBTOTAL	2	$155.00	0	$0.00	$155.00	N/A	$46.50
TOTAL	2	$155.00	0	$0.00	$155.00	N/A	$46.50

```
1 PROGRAM: WSRP1510            W A S H I N G T O N    F E E   A N A L Y S I S   R E P O R T      RUN DATE:  11/06/95 PAGE   29
0                CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
0  TICKET  STATE-PLATE     ISSUE ASSGN   PAY  S      AMT      FEE    TICKET  STATE-PLATE     ISSUE ASSGN   PAY  S      AMT      FEE
  731978240 DC 391802   04 92172   639 95257  C       5 AID   1.50  740651730 DC 391802   04 92315   641 95257  C       55 AID  16.50
  743653982 DC 391802   04 93027   642 95257  C      55 AID  16.50  743657180 DC 391802   04 93025   642 95257  C       55 AID  16.50
  745944614 DC 391802   04 93054   643 95257  C      45 AID  13.50  745944625 DC 391802   04 93054   643 95257  C      105 AID  31.50
  766127014 DC 395334   04 94111   652 95257  C       5 AID   0.00  772888104 DC 577862   04 94272   657 95257  C      105 AID  31.50

1 PROGRAM: WSRP1510            W A S H I N G T O N    F E E   A N A L Y S I S   R E P O R T      RUN DATE:  11/06/95 PAGE   30
0                CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
     ***** DAILY SUB TOTALS *****          FOR DATE =  95257
-    A. PAYMENTS ON ASSIGNMENTS AUTHORIZED UNDER CONTRACT #  OMS-3056-AA-KH
        -------- -- ----------- ---------- ----- -------- - ---------------
0           ITEM    # PAID     AMT PAID   # ADJUST    AMT ADJUST     NET PAID        %          FEE AMT
0      BOOT/TOW          0        $0.00          0         $0.00        $0.00    00.00%          $0.00
       UNIDENT           0        $0.00          0         $0.00        $0.00    32.00%          $0.00
       IDENTIFIED        7      $425.00          0         $0.00      $425.00    30.00%        $127.50
       UNAPPLIED         1        $5.00          0         $0.00        $5.00    00.00%          $0.00
       ---------------------------------------------------------------------------------------------
  SUBTOTAL               8      $430.00          0         $0.00      $430.00    N/A           $127.50
       ---------------------------------------------------------------------------------------------
       ---------------------------------------------------------------------------------------------
0       TOTAL            8      $430.00          0         $0.00      $430.00    N/A           $127.50

1 PROGRAM: WSRP1510            W A S H I N G T O N    F E E   A N A L Y S I S   R E P O R T      RUN DATE:  11/06/95 PAGE   31
0                CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
0  TICKET  STATE-PLATE     ISSUE ASSGN   PAY  S      AMT      FEE    TICKET  STATE-PLATE     ISSUE ASSGN   PAY  S      AMT      FEE
  766230544 DC 578612   04 94137   653 95258  C       5 AID   0.00  772541932 DC 516417   04 94280   658 95258  C      205 AID  61.50
  773852063 DC 578612   04 94320   659 95258  C       5 AID   0.00  915159512 DC 631647   04 93316   649 95258  C      105 AID  31.50

1 PROGRAM: WSRP1510            W A S H I N G T O N    F E E   A N A L Y S I S   R E P O R T      RUN DATE:  11/06/95 PAGE   32
0                CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
     ***** DAILY SUB TOTALS *****          FOR DATE =  95258
-    A. PAYMENTS ON ASSIGNMENTS AUTHORIZED UNDER CONTRACT #  OMS-3056-AA-KH
        -------- -- ----------- ---------- ----- -------- - ---------------
0           ITEM    # PAID     AMT PAID   # ADJUST    AMT ADJUST     NET PAID        %          FEE AMT
0      BOOT/TOW          0        $0.00          0         $0.00        $0.00    00.00%          $0.00
       UNIDENT           0        $0.00          0         $0.00        $0.00    32.00%          $0.00
       IDENTIFIED        2      $310.00          0         $0.00      $310.00    30.00%         $93.00
       UNAPPLIED         2       $10.00          0         $0.00       $10.00    00.00%          $0.00
       ---------------------------------------------------------------------------------------------
  SUBTOTAL               4      $320.00          0         $0.00      $320.00    N/A            $93.00
       ---------------------------------------------------------------------------------------------
       ---------------------------------------------------------------------------------------------
0       TOTAL            4      $320.00          0         $0.00      $320.00    N/A            $93.00
```

```
1 PROGRAM: WSRP1510            W A S H I N G T O N     F E E   A N A L Y S I S   R E P O R T        RUN DATE:  11/06/95 PAGE   33
0                  CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
0  TICKET   STATE-PLATE     ISSUE ASSGN    PAY  S      AMT       FEE    TICKET  STATE-PLATE     ISSUE ASSGN    PAY  S      AMT       FEE
  765247895 DC 518351    04 94291    658 95261  C      105 AID  31.50  770866423 DC 517713    04 94235    656 95261  C       45 AID  13.50
  774192160 DC 521461    04 94300    659 95261  C       35 AID  10.50

1 PROGRAM: WSRP1510            W A S H I N G T O N     F E E   A N A L Y S I S   R E P O R T        RUN DATE:  11/06/95 PAGE   34
0                  CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
     ***** DAILY SUB TOTALS *****          FOR DATE =  95261
-    A. PAYMENTS ON ASSIGNMENTS AUTHORIZED UNDER CONTRACT #  OMS-3056-AA-KH
        -------- -- ----------- ---------- ----- -------- - ---------------
0          ITEM     # PAID     AMT PAID   # ADJUST    AMT ADJUST      NET PAID        %         FEE AMT
0       BOOT/TOW         0        $0.00          0         $0.00         $0.00    00.00%          $0.00
        UNIDENT          0        $0.00          0         $0.00         $0.00    32.00%          $0.00
        IDENTIFIED       3      $185.00          0         $0.00       $185.00    30.00%         $55.50
        UNAPPLIED        0        $0.00          0         $0.00         $0.00    00.00%          $0.00
        -----------------------------------------------------------------------------------------------
  SUBTOTAL               3      $185.00          0         $0.00       $185.00    N/A            $55.50
        -----------------------------------------------------------------------------------------------
        -----------------------------------------------------------------------------------------------
0        TOTAL           3      $185.00          0         $0.00       $185.00    N/A            $55.50

1 PROGRAM: WSRP1510            W A S H I N G T O N     F E E   A N A L Y S I S   R E P O R T        RUN DATE:  11/06/95 PAGE   35
0                  CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
0  TICKET   STATE-PLATE     ISSUE ASSGN    PAY  S      AMT       FEE    TICKET  STATE-PLATE     ISSUE ASSGN    PAY  S      AMT       FEE
  772703610 DC 693873    04 94279    658 95262  C       35 AID  10.50  772896714 DC 693873    04 94277    657 95262  C       45 AID  13.50
  774587774 DC 574249    04 94310    659 95262  C       25 AID   7.50
1 PROGRAM: WSRP1510            W A S H I N G T O N     F E E   A N A L Y S I S   R E P O R T        RUN DATE:  11/06/95 PAGE   36
0                  CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
     ***** DAILY SUB TOTALS *****          FOR DATE =  95262
-    A. PAYMENTS ON ASSIGNMENTS AUTHORIZED UNDER CONTRACT #  OMS-3056-AA-KH
        -------- -- ----------- ---------- ----- -------- - ---------------
0          ITEM     # PAID     AMT PAID   # ADJUST    AMT ADJUST      NET PAID        %         FEE AMT
0       BOOT/TOW         0        $0.00          0         $0.00         $0.00    00.00%          $0.00
        UNIDENT          0        $0.00          0         $0.00         $0.00    32.00%          $0.00
        IDENTIFIED       3      $105.00          0         $0.00       $105.00    30.00%         $31.50
        UNAPPLIED        0        $0.00          0         $0.00         $0.00    00.00%          $0.00
        -----------------------------------------------------------------------------------------------
  SUBTOTAL               3      $105.00          0         $0.00       $105.00    N/A            $31.50
        -----------------------------------------------------------------------------------------------
        -----------------------------------------------------------------------------------------------
0        TOTAL           3      $105.00          0         $0.00       $105.00    N/A            $31.50
```

1 PROGRAM: WSRP1510 W A S H I N G T O N F E E A N A L Y S I S R E P O R T RUN DATE: 11/06/95 PAGE 37

0 CONTINGENCY COLL FEES - REVENUE COLLECTED FROM: 10/01/95 TO 10/31/95 ASSIGN DATE BEFORE 5/01/95

TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT		FEE	TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT		FEE
755853011	DC 401886	04 93258	651	95263	C	5	AID	0.00	758882014	DC 306829	04 93293	649	95263	C	45	AID	13.50
772130730	DC 214942	04 94270	657	95263	C	35	AID	10.50	772737571	DC 699532	04 94286	658	95263	C	45	AID	13.50
773574406	DC 192896	04 94286	659	95263	C	5	AID	0.00	773987992	DC 701242	04 94301	659	95263	C	5	AID	1.50
913232504	DC C58820	04 94039	659	95263	C	25	AID	7.50									

1 PROGRAM: WSRP1510 W A S H I N G T O N F E E A N A L Y S I S R E P O R T RUN DATE: 11/06/95 PAGE 38

0 CONTINGENCY COLL FEES - REVENUE COLLECTED FROM: 10/01/95 TO 10/31/95 ASSIGN DATE BEFORE 5/01/95

***** DAILY SUB TOTALS ***** FOR DATE = 95263

\- A. PAYMENTS ON ASSIGNMENTS AUTHORIZED UNDER CONTRACT # OMS-3056-AA-KH

ITEM	# PAID	AMT PAID	# ADJUST	AMT ADJUST	NET PAID	%	FEE AMT
BOOT/TOW	0	$0.00	0	$0.00	$0.00	00.00%	$0.00
UNIDENT	0	$0.00	0	$0.00	$0.00	32.00%	$0.00
IDENTIFIED	5	$155.00	0	$0.00	$155.00	30.00%	$46.50
UNAPPLIED	2	$10.00	0	$0.00	$10.00	00.00%	$0.00
SUBTOTAL	7	$165.00	0	$0.00	$165.00	N/A	$46.50
TOTAL	7	$165.00	0	$0.00	$165.00	N/A	$46.50

1 PROGRAM: WSRP1510 W A S H I N G T O N F E E A N A L Y S I S R E P O R T RUN DATE: 11/06/95 PAGE 39

0 CONTINGENCY COLL FEES - REVENUE COLLECTED FROM: 10/01/95 TO 10/31/95 ASSIGN DATE BEFORE 5/01/95

TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT		FEE	TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT		FEE
766237205	DC 400621	04 94143	653	95264	C	5	AID	0.00	771510972	DC 699061	04 94290	658	95264	C	105	AID	31.50
772865450	DC 696625	04 94292	658	95264	C	105	AID	31.50	772945924	DC 696366	04 94277	657	95264	C	45	AID	13.50
773886330	DC 698006	04 94297	659	95264	C	25	AID	7.50	774022966	DC 696293	04 94318	659	95264	C	45	AID	13.50
774495901	DC 574110	04 94299	658	95264	C	35	AID	10.50									

1 PROGRAM: WSRP1510 W A S H I N G T O N F E E A N A L Y S I S R E P O R T RUN DATE: 11/06/95 PAGE 40

0 CONTINGENCY COLL FEES - REVENUE COLLECTED FROM: 10/01/95 TO 10/31/95 ASSIGN DATE BEFORE 5/01/95

***** DAILY SUB TOTALS ***** FOR DATE = 95264

\- A. PAYMENTS ON ASSIGNMENTS AUTHORIZED UNDER CONTRACT # OMS-3056-AA-KH

ITEM	# PAID	AMT PAID	# ADJUST	AMT ADJUST	NET PAID	%	FEE AMT
BOOT/TOW	0	$0.00	0	$0.00	$0.00	00.00%	$0.00
UNIDENT	0	$0.00	0	$0.00	$0.00	32.00%	$0.00
IDENTIFIED	6	$360.00	0	$0.00	$360.00	30.00%	$108.00
UNAPPLIED	1	$5.00	0	$0.00	$5.00	00.00%	$0.00
SUBTOTAL	7	$365.00	0	$0.00	$365.00	N/A	$108.00
TOTAL	7	$365.00	0	$0.00	$365.00	N/A	$108.00

```
1 PROGRAM: WSRP1510              W A S H I N G T O N     F E E   A N A L Y S I S   R E P O R T        RUN DATE:  11/06/95 PAGE   41
0                  CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
0  TICKET   STATE-PLATE      ISSUE ASSGN    PAY  S       AMT       FEE    TICKET   STATE-PLATE      ISSUE ASSGN    PAY  S       AMT        FEE
  765805644 DC RQJONES  04 93319   659 95268  C        25 AID   7.50

1 PROGRAM: WSRP1510              W A S H I N G T O N     F E E   A N A L Y S I S   R E P O R T        RUN DATE:  11/06/95 PAGE   42
0                  CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
     ***** DAILY SUB TOTALS *****          FOR DATE =  95268
-    A. PAYMENTS ON ASSIGNMENTS AUTHORIZED UNDER CONTRACT #  OMS-3056-AA-KH
        -------- -- ----------- ---------- ----- -------- - ---------------
0          ITEM     # PAID      AMT PAID   # ADJUST     AMT ADJUST       NET PAID          %          FEE AMT
0      BOOT/TOW          0         $0.00          0          $0.00          $0.00    00.00%            $0.00
       UNIDENT           0         $0.00          0          $0.00          $0.00    32.00%            $0.00
       IDENTIFIED        1        $25.00          0          $0.00         $25.00    30.00%            $7.50
       UNAPPLIED         0         $0.00          0          $0.00          $0.00    00.00%            $0.00
       -----------------------------------------------------------------------------------------------------
  SUBTOTAL               1        $25.00          0          $0.00         $25.00    N/A               $7.50
       -----------------------------------------------------------------------------------------------------
       -----------------------------------------------------------------------------------------------------
0       TOTAL            1        $25.00          0          $0.00         $25.00    N/A               $7.50

1 PROGRAM: WSRP1510              W A S H I N G T O N     F E E   A N A L Y S I S   R E P O R T        RUN DATE:  11/06/95 PAGE   43
0                  CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
0  TICKET   STATE-PLATE      ISSUE ASSGN    PAY  S       AMT       FEE    TICKET   STATE-PLATE      ISSUE ASSGN    PAY  S       AMT        FEE
  769338172 VA UOL656   04 94194   655 95270          45 AID  13.50  771600454 VA UOL656   04 94245   656 95270          105 AID  31.50
  772968302 DC 637583   04 94284   658 95270  C       35 AID  10.50  773511126 DC 685477   04 94304   659 95270          105 AID  31.50
  774039206 DC 700814   04 94320   659 95270  C       45 AID  13.50  774303773 DC 632285   04 94312   659 95270  C        35 AID  10.50
  916136476             04 94073   811 95270         200 AID  60.00

1 PROGRAM: WSRP1510              W A S H I N G T O N     F E E   A N A L Y S I S   R E P O R T        RUN DATE:  11/06/95 PAGE   44
0                  CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
     ***** DAILY SUB TOTALS *****          FOR DATE =  95270
-    A. PAYMENTS ON ASSIGNMENTS AUTHORIZED UNDER CONTRACT #  OMS-3056-AA-KH
        -------- -- ----------- ---------- ----- -------- - ---------------
0          ITEM     # PAID      AMT PAID   # ADJUST     AMT ADJUST       NET PAID          %          FEE AMT
0      BOOT/TOW          0         $0.00          0          $0.00          $0.00    00.00%            $0.00
       UNIDENT           0         $0.00          0          $0.00          $0.00    32.00%            $0.00
       IDENTIFIED        7       $570.00          0          $0.00        $570.00    30.00%          $171.00
       UNAPPLIED         0         $0.00          0          $0.00          $0.00    00.00%            $0.00
       -----------------------------------------------------------------------------------------------------
  SUBTOTAL               7       $570.00          0          $0.00        $570.00    N/A             $171.00
       -----------------------------------------------------------------------------------------------------
       -----------------------------------------------------------------------------------------------------
0       TOTAL            7       $570.00          0          $0.00        $570.00    N/A             $171.00
```

```
1 PROGRAM: WSRP1510             W A S H I N G T O N    F E E   A N A L Y S I S   R E P O R T       RUN DATE:  11/06/95 PAGE   45
0                 CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
0  TICKET  STATE-PLATE     ISSUE ASSGN    PAY  S      AMT        FEE    TICKET  STATE-PLATE     ISSUE ASSGN    PAY  S      AMT        FEE
  763819151 MD ZSG933    04 94064    659 95271         20 AID    6.00  764658506 VA ZZT7362   04 94066    651 95271         15 AID    4.50
  764845745 MD WWG883    04 94091    658 95271        100 AID   30.00  766304910 FL PND43J    04 94118    651 95271         40 AID   12.00
  769566103 NC CTJ2147   04 94164    655 95271         45 AID   13.50  770823340 VA FPQ988    04 94245    656 95271         20 AID    0.00
  771596921 VA USI237    04 94243    659 95271         55 AID   16.50  772463860 DC 641140    04 94285    659 95271         20 AID    6.00
  773018223 DC 694770    04 94279    658 95271  C      35 AID   10.50  773104931 DC 694770    04 94292    658 95271  C      35 AID   10.50
  773198252 DC 694770    04 94306    659 95271  C      35 AID   10.50  773350675 DC 606263    04 94306    659 95271        105 AID   31.50
  773525060 NC CTJ2147   04 94305    657 95271         45 AID   13.50  774078163 DC 694770    04 94311    659 95271  C      35 AID   10.50
  774404816 DC 694770    04 94308    659 95271  C      35 AID   10.50  774432761 DC 694770    04 94314    659 95271  C      35 AID   10.50
  775080014 NC CTJ2147   04 94329    658 95271         45 AID   13.50  775418722 NC CTJ2147   04 94333    658 95271         45 AID   13.50
  776105186 NC CTJ2147   04 94356    659 95271         45 AID   13.50  897071976              04 92079    805 95271        150 AID   45.00
  906291956              04 93060    805 95271        100 AID   30.00  921438722 VA TN76998   04 94256    659 95271         25 AID    7.50

1 PROGRAM: WSRP1510             W A S H I N G T O N    F E E   A N A L Y S I S   R E P O R T       RUN DATE:  11/06/95 PAGE   46
0                 CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
       ***** DAILY SUB TOTALS *****          FOR DATE =  95271
-      A. PAYMENTS ON ASSIGNMENTS AUTHORIZED UNDER CONTRACT #  OMS-3056-AA-KH
          -------- -- ----------- ---------- ----- -------- - ----------------
0          ITEM     # PAID     AMT PAID   # ADJUST     AMT ADJUST      NET PAID          %           FEE AMT
0       BOOT/TOW        0         $0.00          0          $0.00         $0.00    00.00%             $0.00
        UNIDENT         0         $0.00          0          $0.00         $0.00    32.00%             $0.00
        IDENTIFIED     21     $1,065.00          0          $0.00     $1,065.00    30.00%           $319.50
        UNAPPLIED       1        $20.00          0          $0.00        $20.00    00.00%             $0.00
        -------------------------------------------------------------------------------------------------
  SUBTOTAL             22     $1,085.00          0          $0.00     $1,085.00    N/A              $319.50
        -------------------------------------------------------------------------------------------------
        -------------------------------------------------------------------------------------------------
0        TOTAL         22     $1,085.00          0          $0.00     $1,085.00    N/A              $319.50

1 PROGRAM: WSRP1510             W A S H I N G T O N    F E E   A N A L Y S I S   R E P O R T       RUN DATE:  11/06/95 PAGE   47
0                 CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
0  TICKET  STATE-PLATE     ISSUE ASSGN    PAY  S      AMT        FEE    TICKET  STATE-PLATE     ISSUE ASSGN    PAY  S      AMT        FEE
  743911210 DC 200AWZ    04 93028    649 95272         45 AID   13.50  744342200 DC 200AWZ    04 93035    649 95272         45 AID   13.50
  745154270 DC 200AWZ    04 93043    649 95272         45 AID   13.50  762461243 DC AGI       04 94025    225 95272         40 AID    0.00
  762498601 DC AGI       04 94027    225 95272         30 AID    0.00  763726434 DC 594743    04 94059    659 95272         25 AID    7.50
  766629651 VA WIE572    04 94129    653 95272        105 AID   31.50  917823012              04 94048    812 95272         50 AID   15.00
```

```
1 PROGRAM: WSRP1510              W A S H I N G T O N    F E E   A N A L Y S I S   R E P O R T        RUN DATE:  11/06/95 PAGE   48
0                      CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
     ***** DAILY SUB TOTALS *****          FOR DATE =  95272
-    A. PAYMENTS ON ASSIGNMENTS AUTHORIZED UNDER CONTRACT #  OMS-3056-AA-KH
        -------- -- ----------- ---------- ----- -------- - ---------------
0          ITEM     # PAID     AMT PAID   # ADJUST     AMT ADJUST      NET PAID          %          FEE AMT
0      BOOT/TOW          0        $0.00          0          $0.00         $0.00    00.00%            $0.00
       UNIDENT           0        $0.00          0          $0.00         $0.00    32.00%            $0.00
       IDENTIFIED        6      $315.00          0          $0.00       $315.00    30.00%           $94.50
       UNAPPLIED         2       $70.00          0          $0.00        $70.00    00.00%            $0.00
       ---------------------------------------------------------------------------------------------------
  SUBTOTAL               8      $385.00          0          $0.00       $385.00    N/A              $94.50
       ---------------------------------------------------------------------------------------------------
       ---------------------------------------------------------------------------------------------------
0       TOTAL            8      $385.00          0          $0.00       $385.00    N/A              $94.50

1 PROGRAM: WSRP1510              W A S H I N G T O N    F E E   A N A L Y S I S   R E P O R T        RUN DATE:  11/06/95 PAGE   49
0                      CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
0 TICKET   STATE-PLATE     ISSUE ASSGN   PAY  S      AMT      FEE   TICKET  STATE-PLATE     ISSUE ASSGN   PAY  S      AMT      FEE
  772844004 DC 697750   04 94284   658 95273  O      55 AID  16.50  772851682 DC 697750   04 94286   658 95273  O      35 AID  10.50
  774183130 DC 697750   04 94301   659 95273  O      35 AID  10.50

1 PROGRAM: WSRP1510              W A S H I N G T O N    F E E   A N A L Y S I S   R E P O R T        RUN DATE:  11/06/95 PAGE   50
0                      CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
     ***** DAILY SUB TOTALS *****          FOR DATE =  95273
-    A. PAYMENTS ON ASSIGNMENTS AUTHORIZED UNDER CONTRACT #  OMS-3056-AA-KH
        -------- -- ----------- ---------- ----- -------- - ---------------
0          ITEM     # PAID     AMT PAID   # ADJUST     AMT ADJUST      NET PAID          %          FEE AMT
0      BOOT/TOW          0        $0.00          0          $0.00         $0.00    00.00%            $0.00
       UNIDENT           0        $0.00          0          $0.00         $0.00    32.00%            $0.00
       IDENTIFIED        3      $125.00          0          $0.00       $125.00    30.00%           $37.50
       UNAPPLIED         0        $0.00          0          $0.00         $0.00    00.00%            $0.00
       ---------------------------------------------------------------------------------------------------
  SUBTOTAL               3      $125.00          0          $0.00       $125.00    N/A              $37.50
       ---------------------------------------------------------------------------------------------------
       ---------------------------------------------------------------------------------------------------
0       TOTAL            3      $125.00          0          $0.00       $125.00    N/A              $37.50

1 PROGRAM: WSRP1510              W A S H I N G T O N    F E E   A N A L Y S I S   R E P O R T        RUN DATE:  11/06/95 PAGE   51
0                      CONTINGENCY COLL FEES - REVENUE COLLECTED FROM:   10/01/95 TO 10/31/95  ASSIGN DATE BEFORE 5/01/95
0 TICKET   STATE-PLATE     ISSUE ASSGN   PAY  S      AMT      FEE   TICKET  STATE-PLATE     ISSUE ASSGN   PAY  S      AMT      FEE
  727091105 MD NFSE4    04 92076   739 95275  O      50 AUN  16.00  731244113 DC 530064   04 92149   639 95275  B      25 AID   0.00
  737613785 NC ATX6033  04 92259   740 95275        100 AUN  32.00  738687176 NY ZJL152   04 92288   215 95275         35 AID  10.50
  739372152 NY ZJL152   04 92288   234 95275        105 AID  31.50  740488416 DE 5981     04 92314   741 95275         45 AUN  14.40
  740995846 DC 577780   04 92314   641 95275  O      45 AID  13.50  743313826 DC 577780   04 93012   642 95275  O     105 AID  31.50
  743496880 DC 577780   04 93011   642 95275  O     105 AID  31.50  743547431 DC 577780   04 93019   642 95275  O     105 AID  31.50
  746377590 MD NFSE4    04 93053   744 95275  O      20 AUN   6.40  748478404 MD 274348   04 93088   658 95275         25 AID   7.50
```

749028324	ON	950FRP	04	93096	657	95275		20	AID	6.00	749360054	ON	428NTO	04	93121	657	95275		15	AID	4.50
750175812	ON	428NTO	04	93121	657	95275		15	AID	4.50	750617350	NY	J6D138	04	93125	644	95275		35	AID	10.50
751757790	DC	577780	04	93161	647	95275	O	35	AID	10.50	754072465	DC	577780	04	93197	647	95275	O	45	AID	13.50
754089324	DC	577780	04	93214	647	95275	O	45	AID	13.50	754099441	DC	577780	04	93208	647	95275	O	45	AID	13.50
754212104	DC	577780	04	93197	647	95275	O	45	AID	13.50	754781683	DC	577780	04	93179	647	95275	O	45	AID	13.50
755134354	DC	577780	04	93217	647	95275	O	45	AID	13.50	755295365	DC	577780	04	93231	647	95275	O	45	AID	13.50
755538980	DC	200CME	04	93225	649	95275	O	45	AID	13.50	755618625	DC	200CME	04	93224	649	95275	O	105	AID	31.50
756124003	DC	577780	04	93235	647	95275	O	45	AID	13.50	756728884	DC	577780	04	93243	647	95275	O	45	AID	13.50
756841024	MD	553014M	04	93250	647	95275	O	35	AID	10.50	757247234	DC	583087	04	93266	647	95275		40	AID	12.00
757351346	VA	QUM319	04	93299	649	95275		35	AID	10.50	757513794	MD	553014M	04	93270	747	95275	O	30	AUN	9.60
757575766	MD	553014M	04	93247	647	95275	O	45	AID	13.50	757624980	DC	583087	04	93258	647	95275		40	AID	12.00
758819121	MD	985ABN	04	93281	658	95275		20	AID	6.00	761108180	DC	X33504	04	93355	650	95275	O	35	AID	10.50
762126411	VA	QQA491	04	94031	658	95275		55	AID	16.50	762462831	MA	497VZD	04	94025	653	95275		40	AID	12.00
763097635	DC	521165	04	94045	651	95275		45	AID	13.50	763984082	PA	WWG154	04	94077	650	95275		35	AID	10.50
764011813	MD	04B676	04	94084	651	95275	O	105	AID	31.50	764011824	MD	04B676	04	94084	651	95275	O	35	AID	10.50
764311601	MD	BBH953	04	94081	651	95275	O	45	AID	13.50	764628756	ON	989PWL	04	94078	657	95275		35	AID	10.50
765037604	DC	200CME	04	94087	654	95275	O	25	AID	7.50	765040640	DC	200CME	04	94087	654	95275	O	55	AID	16.50
765064694	DC	200CME	04	94090	654	95275	O	20	AID	6.00	765231563	DC	493530	04	94209	659	95275	O	55	AID	0.00
765379871	IL	VAZ949	04	94131	652	95275	B	35	AID	0.00	765495231	MD	BBH953	04	94103	652	95275	O	45	AID	0.00
765725800	MD	701ARZ	04	94101	652	95275	O	35	AID	10.50	766407014	IL	VAZ949	04	94133	652	95275	B	45	AID	0.00
766687880	DC	635528	04	94152	653	95275		45	AID	13.50	766952060	DC	180179	04	94129	653	95275	B	45	AID	0.00
767205331	VA	RXC174	04	94143	234	95275		50	AID	15.00	767223343	DC	200CME	04	94158	653	95275	O	35	AID	10.50
767255123	DC	669106	04	94132	653	95275	O	45	AID	13.50	767256000	MD	674ASZ	04	94133	653	95275		5	AID	0.00
767381425	MD	VJX064	04	94159	655	95275		50	AID	15.00	768193370	DC	317926	04	94168	654	95275		45	AID	13.50
768656033	DC	548178	04	94178	654	95275		105	AID	31.50	769115060	NY	DVY731	04	94195	653	95275		20	AID	6.00
769640071	DC	521165	04	94154	653	95275		35	AID	10.50	769731605	MD	BBV015	04	94178	659	95275		50	AID	0.00
769821710	VA	ZXE9730	04	94210	655	95275	B	35	AID	0.00	769856161	NY	9995407	04	94199	653	95275		45	AID	13.50
769923000	MD	AVS751	04	94207	655	95275		105	AID	31.50	769952632	MD	BMV125	04	94234	656	95275		35	AID	10.50
769970563	VA	SYA714	04	94229	656	95275		5	AID	0.00	770083930	MD	BLN802	04	94215	655	95275		35	AID	10.50
770139215	MD	ZNG912	04	94229	656	95275	B	25	AID	0.00	770164555	DC	493530	04	94237	656	95275	O	45	AID	13.50
770327865	VA	CNCAVES	04	94222	656	95275		45	AID	13.50	770335996	MD	ACD357	04	94244	656	95275		45	AID	13.50
770487185	NJ	EE416V	04	94221	654	95275		45	AID	13.50	770623733	MD	ACD357	04	94222	656	95275		35	AID	10.50
770623744	MD	ACD357	04	94222	656	95275		105	AID	31.50	770717931	VA	ZZK8686	04	94220	656	95275		10	AID	3.00
770720414	MD	BFM760	04	94221	657	95275		10	AID	3.00	770865465	MD	AET478	04	94235	656	95275		45	AID	13.50
770897481	MD	ACD357	04	94237	656	95275		105	AID	31.50	770897606	MD	ACD357	04	94237	656	95275		35	AID	10.50
771361091	DC	531456	04	94252	659	95275		55	AID	16.50	771425863	MD	BKF962	04	94244	656	95275	O	50	AID	15.00
771505383	MD	04B676	04	94286	658	95275	O	45	AID	13.50	771521295	DC	690713	04	94292	658	95275	O	35	AID	10.50
771722825	VA	ZWH1976	04	94259	657	95275		45	AID	13.50	771795076	VA	URO741	04	94249	656	95275		35	AID	10.50
771862512	OH	PAC855	04	94252	655	95275		45	AID	13.50	771904851	VA	SHN688	04	94266	657	95275		45	AID	13.50
771907356	VA	SHN688	04	94266	657	95275		45	AID	13.50	771918453	OK	XCY280	04	94272	658	95275		45	AID	13.50
771924171	OK	XCY280	04	94271	658	95275		45	AID	13.50	771937865	DC	581907	04	94245	656	95275	O	105	AID	31.50
772094013	MD	110061M	04	94265	657	95275		12	AID	3.60	772133552	MD	ZAY145	04	94270	657	95275		25	AID	7.50
772311702	DC	600907	04	94262	657	95275		45	AID	13.50	772312940	MD	BFF797	04	94269	657	95275		35	AID	10.50
772329283	MD	YNW078	04	94266	659	95275		25	AID	7.50	772346805	IL	VAZ949	04	94262	656	95275	B	35	AID	0.00
772379543	DC	697092	04	94299	658	95275	O	45	AID	13.50	772390964	VA	QJD637	04	94269	659	95275		25	AID	0.00
772391196	DC	697092	04	94266	657	95275	O	35	AID	10.50	772414274	MD	AHT497	04	94264	657	95275	B	35	AID	0.00

1 PROGRAM: WSRP1510 W A S H I N G T O N F E E A N A L Y S I S R E P O R T RUN DATE: 11/06/95 PAGE 52

0 CONTINGENCY COLL FEES - REVENUE COLLECTED FROM: 10/01/95 TO 10/31/95 ASSIGN DATE BEFORE 5/01/95

0

TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT	FEE	TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT	FEE
772450910	MD YNW078	04 94273	659	95275		25 AID	7.50	772538012	DC 451562	04 94276	657	95275		45 AID	13.50
772833456	VA ZXE9730	04 94280	658	95275	B	45 AID	0.00	772879240	NJ EE416V	04 94285	656	95275		35 AID	10.50
772916454	DC 472339	04 94276	657	95275	O	45 AID	13.50	773107543	PA UVA086	04 94293	657	95275		35 AID	10.50
773134913	NJ EE416V	04 94291	656	95275		45 AID	13.50	773185652	DC 200ALC	04 94299	658	95275		45 AID	13.50
773273723	DC 493530	04 94285	658	95275	O	45 AID	13.50	773273734	DC 493530	04 94285	658	95275	O	105 AID	31.50
773305853	DC 689034	04 94293	659	95275	T	55 AID	0.00	773305864	DC 689034	04 94293	658	95275	T	55 AID	0.00
773395906	DC 700219	04 94287	658	95275	O	105 AID	31.50	773553104	DC 691873	04 94311	659	95275	O	35 AID	10.50
773598044	VA ZWH1976	04 94292	658	95275		45 AID	13.50	773789376	MD 04B676	04 94306	659	95275	O	45 AID	13.50
773918316	VA 511472	04 94311	659	95275		25 AID	7.50	774030622	DC 471970	04 94319	659	95275		35 AID	10.50
774053070	VA CNCAVES	04 94293	658	95275		35 AID	10.50	774055866	MD BKC654	04 94294	232	95275		45 AID	13.50
774193350	DC 630211	04 94304	659	95275	O	105 AID	31.50	774197771	NY P5W674	04 94304	657	95275		45 AID	13.50
774246012	VA HQA125	04 94321	659	95275		45 AID	13.50	774287430	MD 04B676	04 94307	659	95275	O	45 AID	13.50
774287441	MD 04B676	04 94307	659	95275	O	105 AID	31.50	774349575	MD RJV016	04 94306	658	95275		35 AID	10.50
774352375	VA CNCAVES	04 94304	659	95275		35 AID	10.50	774352622	VA CNCAVES	04 94304	659	95275		35 AID	10.50
774385264	VA ZVP9071	04 94305	659	95275		25 AID	7.50	774499062	VA ZUW8034	04 94299	658	95275	B	35 AID	0.00
774513003	LA 970X124	04 94305	657	95275		35 AID	0.00	774547690	DC 698766	04 94312	659	95275	O	105 AID	31.50
774553242	MD AVS751	04 94314	659	95275		105 AID	31.50	774563904	VA ZUW8034	04 94318	659	95275	B	35 AID	0.00
774583110	VA 588488	04 94311	659	95275		10 AID	3.00	774671660	DC DX48313	04 94329	758	95275		45 AUN	14.40
774737810	FL GGR99A	04 94332	658	95275		35 AID	10.50	774768665	ME 3952BK	04 94334	659	95275		45 AID	13.50
774795685	DC 471970	04 94327	659	95275		35 AID	10.50	774815005	DC 945256	04 94329	659	95275		105 AID	31.50
774838411	NJ ED319H	04 94336	658	95275		45 AID	13.50	775005663	DC 704474	04 94333	659	95275	O	35 AID	10.50
775096641	MD BKJ356	04 94322	659	95275		45 AID	13.50	775496164	DC 292823	04 94334	659	95275		35 AID	10.50
775777656	ME 3952BK	04 94353	659	95275		45 AID	13.50	775842432	FL GGR99A	04 94347	658	95275		105 AID	31.50
775852523	DE 5981	04 94347	659	95275		45 AID	13.50	776298644	NJ ED319H	04 94356	659	95275		45 AID	13.50
776328136	DC DX51950	04 95005	759	95275		45 AUN	14.40	776364035	ME 3952BK	04 95005	659	95275		30 AID	9.00
776511702	DC DX51950	04 95004	759	95275		45 AUN	14.40	897009470		04 91223	805	95275	O	100 AID	30.00
897009492		04 91223	805	95275	O	20 AID	6.00	897394223		04 91244	805	95275	O	100 AID	30.00
898719603		04 91324	805	95275	O	200 AID	60.00	899379714		04 91257	805	95275	O	150 AID	45.00
899465980		04 91350	805	95275	O	50 AID	15.00	900324972		04 91282	805	95275	O	100 AID	30.00
900581183	DC 473774	04 91350	644	95275	O	105 AID	31.50	900606663		04 91336	805	95275	O	100 AID	30.00
900606674		04 91336	805	95275	O	100 AID	30.00	901332095		04 92260	804	95275	O	100 AID	30.00
902524556		04 92167	804	95275	O	300 AID	90.00	903168825		04 93007	805	95275	O	500 AID	0.00
904902530		04 92083	805	95275	O	50 AID	15.00	906375772		04 93094	811	95275		400 AID	120.00
906891790		04 93248	808	95275	O	100 AID	30.00	906995073		04 92262	804	95275		50 AID	15.00
907158162		04 92229	804	95275	O	100 AID	30.00	907339506		05 94045	811	95275	O	200-AID	60.00-
907339506		04 94045	811	95275	O	200 AID	60.00	907339506		04 94045	811	95275	O	200 AID	60.00
907522125		04 93118	806	95275	O	150 AID	45.00	907823151	MD ZTT833	04 93134	647	95275		45 AID	13.50
908142045	DC 399637	04 92314	750	95275	C	45 AUN	14.40	909183494		04 93238	811	95275	O	100 AID	0.00
909418860	DC 577780	04 93206	647	95275	O	105 AID	31.50	909808513		05 93141	811	95275	O	500-AID	0.00
909808513		04 93141	811	95275	O	500 AID	0.00	909808513		04 93141	811	95275	O	500 AID	0.00
910283113	DC 577780	04 93089	647	95275	O	105 AID	31.50	910601764	MD 133ANM	04 93142	649	95275	O	50 AID	15.00
910791895		04 93262	808	95275	O	100 AID	30.00	911574753		04 93223	811	95275	O	100 AID	30.00
911592231		04 93254	808	95275	O	50 AID	15.00	913312665		04 93356	810	95275	O	100 AID	30.00
913401613		04 93335	811	95275	O	50 AID	15.00	913439833		04 94232	819	95275	O	50 AID	15.00

TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT	FEE	TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT	FEE
913919554		04 93301	809	95275	O	30 AID	9.00	913919565		04 93301	809	95275	O	50 AID	15.00
914154275	MD WYW352	04 94044	658	95275		55 AID	16.50	914224135	NC EZX6244	04 94056	650	95275		45 AID	13.50
914308533		04 94223	815	95275	O	150 AID	45.00	914324176		04 94349	819	95275		50 AID	15.00
914395635	MD BBH953	04 94093	652	95275	O	105 AID	0.00	914623776	DC 653205	04 94268	657	95275	O	105 AID	31.50
914704092	DC C57097	04 94007	650	95275	O	105 AID	31.50	914815366	VA COT721	04 94152	658	95275		25 AID	7.50
914828795	VA COT721	04 94153	658	95275		25 AID	7.50	915422922		04 93239	811	95275	O	150 AID	0.00
915578285		04 94004	810	95275		50 AID	15.00	916039445	OH NFG043	04 94304	657	95275		25 AID	7.50
916107043		04 94104	812	95275	O	300 AID	0.00	916239306		04 94203	819	95275	O	50 AID	15.00

1 PROGRAM: WSRP1510 W A S H I N G T O N F E E A N A L Y S I S R E P O R T RUN DATE: 11/06/95 PAGE 53

0 CONTINGENCY COLL FEES - REVENUE COLLECTED FROM: 10/01/95 TO 10/31/95 ASSIGN DATE BEFORE 5/01/95

0 TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT	FEE	TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT	FEE
916565823	DC 630211	04 94265	657	95275	O	45 AID	13.50	916961975		04 94120	812	95275	O	30 AID	9.00
916996264		04 94286	819	95275	O	100 AID	30.00	916996275		04 94286	819	95275	O	30 AID	9.00
917468904		04 94118	815	95275	O	50 AID	0.00	917553383	DC 698172	04 94329	659	95275	C	105 AID	31.50
918773542		04 94259	816	95275	O	100 AID	30.00	918892892		04 94147	813	95275	O	50 AID	15.00
919143713	MD 553014M	04 94334	659	95275	O	55 AID	16.50	919525320	VA LBO718	04 94262	658	95275	T	45 AID	0.00
919730350	MD BLC673	04 94271	232	95275		45 AID	13.50	919927551	VA LBO718	04 94264	658	95275	T	45 AID	0.00
919929570	VA LBO718	04 94266	657	95275	T	45 AID	0.00	919930513	VA LBO718	04 94269	657	95275	T	45 AID	0.00
919980935		04 94160	813	95275	O	100 AID	30.00	920393246	MD AET478	04 94235	656	95275		105 AID	31.50
920499252	DC 200CME	04 94229	656	95275	O	105 AID	31.50	920656402	DC 612608	04 94266	657	95275	O	45 AID	13.50
920903454		04 94188	814	95275	O	200 AID	60.00	921320352		04 94243	816	95275	O	150 AID	45.00
921769122		04 94287	817	95275	O	100 AID	30.00	921892263	DC 633478	04 94305	659	95275	O	45 AID	0.00
922500036		04 94320	818	95275	O	100 AID	30.00								

1 PROGRAM: WSRP1510 W A S H I N G T O N F E E A N A L Y S I S R E P O R T RUN DATE: 11/06/95 PAGE 54

0 CONTINGENCY COLL FEES - REVENUE COLLECTED FROM: 10/01/95 TO 10/31/95 ASSIGN DATE BEFORE 5/01/95

***** DAILY SUB TOTALS ***** FOR DATE = 95275

\- A. PAYMENTS ON ASSIGNMENTS AUTHORIZED UNDER CONTRACT # OMS-3056-AA-KH

0 ITEM	# PAID	AMT PAID	# ADJUST	AMT ADJUST	NET PAID	%	FEE AMT
0 BOOT/TOW	17	$685.00	0	$0.00	$685.00	00.00%	$0.00
UNIDENT	9	$425.00	0	$0.00	$425.00	32.00%	$136.00
IDENTIFIED	187	$11,772.00	1	$200.00-	$11,572.00	30.00%	$3,471.60
UNAPPLIED	16	$2,470.00	1	$500.00-	$1,970.00	00.00%	$0.00
SUBTOTAL	229	$15,352.00	2	$700.00-	$14,652.00	N/A	$3,607.60
0 TOTAL	229	$15,352.00	2	$700.00-	$14,652.00	N/A	$3,607.60

1 PROGRAM: WSRP1510 W A S H I N G T O N F E E A N A L Y S I S R E P O R T RUN DATE: 11/06/95 PAGE 55

0 CONTINGENCY COLL FEES - REVENUE COLLECTED FROM: 10/01/95 TO 10/31/95 ASSIGN DATE BEFORE 5/01/95

0 TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT	FEE	TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT	FEE
720317636	DC 275502	04 91294	644	95276	O	100 AID	30.00	720953240	DC 275502	04 91308	644	95276	O	105 AID	31.50
737707821	NC CPK1386	04 92256	740	95276		15 AUN	4.80	737816402	NY UHJ801	04 92267	740	95276		105 AUN	33.60
741771590	MD YJB540	04 92342	642	95276	T	105 AID	0.00	745929240	MD 212AHR	04 93048	643	95276	O	45 AID	13.50

748228622	PA	AEL6078	04	93097	644	95276		45	AID	13.50	748863791	OH	FRQ834	04	93099	644	95276		105	AID	31.50
748876800	PA	AEL6078	04	93097	644	95276		45	AID	13.50	750033060	DC	601820	04	93107	658	95276		85	AID	25.50
752189966	MD	BYWATER	04	93149	646	95276		35	AID	10.50	753010086	MD	SXL267	04	93175	647	95276		35	AID	10.50
753583180	MD	SXL267	04	93194	647	95276		105	AID	31.50	753587063	MD	SXL267	04	93195	647	95276		35	AID	10.50
753620022	MD	SXL267	04	93181	647	95276		105	AID	31.50	754021015	MD	SXL267	04	93195	647	95276		35	AID	10.50
754052600	MD	SXL267	04	93202	647	95276		45	AID	13.50	754059552	MD	SXL267	04	93201	647	95276		45	AID	13.50
754109812	MD	SXL267	04	93209	647	95276		45	AID	13.50	755123541	MD	SXL267	04	93218	647	95276		45	AID	13.50
755183833	MD	SXL267	04	93221	647	95276		45	AID	13.50	755593134	KY	WJE885	04	93221	655	95276		105	AID	31.50
756158863	MD	SXL267	04	93236	647	95276		45	AID	13.50	756303295	MD	SXL267	04	93222	647	95276		45	AID	13.50
756585756	MD	BYWATER	04	93233	647	95276		35	AID	10.50	756876610	MD	BYWATER	04	93236	647	95276		35	AID	10.50
756876691	MD	BYWATER	04	93236	647	95276		35	AID	10.50	756964132	NC	DXX2985	04	93246	646	95276		105	AID	31.50
756972370	PA	NWN965	04	93247	646	95276		105	AID	31.50	757226120	NC	BYK5987	04	93287	647	95276		25	AID	7.50
757382710	NY	X7V773	04	93247	646	95276		105	AID	31.50	757452894	VA	MGY402	04	93245	658	95276		20	AID	6.00
758114044	MD	ZTX302	04	93288	649	95276		35	AID	10.50	758567320	MD	YFX299	04	93286	659	95276		5	AID	0.00
759484003	VA	TGC462	04	93296	649	95276		45	AID	13.50	760484756	MD	ZRF868	04	94096	652	95276	O	45	AID	13.50
760484863	MD	ZRF868	04	94112	652	95276	O	45	AID	13.50	760484933	MD	ZRF868	04	94117	652	95276	O	35	AID	10.50
760707430	VA	ZXD2388	04	93331	649	95276		35	AID	10.50	761100524	DC	H56590	04	93354	329	95276		50	AUN	16.00
761247432	DC	543401	04	93349	650	95276	O	45	AID	0.00	762005495	DC	622430	04	94035	650	95276		105	AID	31.50
762015063	DE	63083	04	94004	649	95276		35	AID	10.50	762089683	NJ	CF868Y	04	94024	651	95276	B	25	AID	0.00
762213395	NC	CTW9467	04	94005	650	95276		105	AID	31.50	762504470	NC	FPC3638	04	94014	650	95276		105	AID	31.50
762825560	DC	205041	04	94045	651	95276	O	45	AID	13.50	762950963	DC	622430	04	94055	651	95276		105	AID	31.50
763646575	VA	ZWG7607	04	94075	651	95276		35	AID	10.50	764054410	PA	AHC0213	04	94062	650	95276		50	AID	15.00
764188036	VA	JLV409	04	94067	651	95276	B	35	AID	0.00	764443680	NC	CTW9467	04	94081	650	95276		20	AID	6.00
764825110	VA	ZWG7607	04	94083	651	95276		45	AID	13.50	765040813	VA	JLV409	04	94087	651	95276	B	35	AID	0.00
765247276	PA	ARB4480	04	94300	657	95276		105	AID	31.50	765579765	DC	661302	04	94104	652	95276	C	105	AID	31.50
765854714	PA	WDH006	04	94104	651	95276		95	AID	28.50	765997934	MD	ZRF868	04	94116	652	95276	O	45	AID	13.50
766028550	DC	630945	04	94109	652	95276	C	50	AID	15.00	766140712	DC	250667	04	94123	656	95276	O	100	AID	30.00
766140723	DC	250667	04	94123	656	95276	O	50	AID	15.00	766689976	DC	668418	04	94144	653	95276	O	105	AID	31.50
766778552	PA	5LH7Y	04	94151	652	95276		35	AID	10.50	766873181	MD	ZRF868	04	94131	653	95276	O	45	AID	13.50
767178635	NC	DNH7753	04	94132	652	95276		105	AID	31.50	767223424	DC	H66302	04	94158	327	95276		50	AUN	16.00
767282876	MD	ZTX302	04	94138	653	95276		15	AID	4.50	767283812	DC	656153	04	94138	659	95276	O	50	AID	15.00
767577801	SC	DSX310	04	94117	651	95276		20	AID	6.00	767941381	DC	633149	04	94172	654	95276	O	45	AID	13.50
767968633	VA	SYA714	05	94157	653	95276	O	40-	AID	12.00-	768322214	VA	WQU361	04	94168	654	95276		45	AID	13.50
768489190	DC	668418	04	94179	654	95276	O	45	AID	13.50	768616936	DC	633865	04	94174	659	95276	O	20	AID	6.00
768778021	VA	ABR2529	04	94175	654	95276	T	45	AID	0.00	768865145	VA	ABR2529	04	94190	655	95276	T	45	AID	0.00
769032320	DC	633865	04	94208	655	95276	O	25	AID	7.50	769410460	KS	JCD004	05	94210	656	95276	O	50-	AID	15.00-
769422452	NJ	CK573X	04	94199	653	95276		35	AID	10.50	769620611	NC	CTW9467	04	94146	652	95276		105	AID	31.50
769637175	DC	661302	04	94152	653	95276	C	105	AID	31.50	770049324	DC	661302	04	94196	655	95276	C	35	AID	10.50
770062532	KS	JCD004	05	94209	656	95276	O	20-	AID	6.00-	770103025	MD	579AWS	04	94222	657	95276	B	50	AID	0.00
770141724	NJ	CF868Y	04	94234	655	95276	B	35	AID	0.00	770243795	DC	609583	04	94218	657	95276		35	AID	10.50
770452970	PA	AFR0323	04	94229	654	95276		105	AID	31.50	770458183	DC	686381	04	94234	659	95276	O	25	AID	7.50
770901331	NC	CRE7622	04	94238	655	95276		105	AID	31.50	771668660	DC	670591	04	94245	656	95276	O	105	AID	31.50
771874585	NC	HTR5898	04	94256	655	95276		45	AID	13.50	771920564	MD	MCZ	04	94273	757	95276		30	AUN	9.60
772166102	DC	686381	04	94278	657	95276	O	35	AID	10.50	772301515	NC	KZONE	04	94263	656	95276		45	AID	13.50
772360013	VA	ZWH2073	04	94265	657	95276	O	35	AID	10.50	772361774	DC	686381	04	94264	659	95276	O	20	AID	6.00
772391756	MD	579AWS	04	94274	659	95276	B	45	AID	0.00	772822385	VA	LWQ818	04	94279	658	95276		45	AID	13.50
772828781	DC	686381	04	94278	657	95276	O	105	AID	31.50	772897495	DC	689180	04	94276	657	95276	C	5	AID	0.00

772991026	DC 670591	04 94278	657	95276	O	105 AID	31.50	773048301	DC 700975	04 94297	658	95276	B	45 AID	0.00
773258393	DC 670591	04 94280	658	95276	O	105 AID	31.50	773819992	DC 625667	04 94311	659	95276	C	45 AID	13.50

1 PROGRAM: WSRP1510 W A S H I N G T O N F E E A N A L Y S I S R E P O R T RUN DATE: 11/06/95 PAGE 56

0 CONTINGENCY COLL FEES - REVENUE COLLECTED FROM: 10/01/95 TO 10/31/95 ASSIGN DATE BEFORE 5/01/95

0 TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT	FEE	TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT	FEE
773894892	MD XBV916	04 94293	658	95276		105 AID	31.50	773894903	MD XBV916	04 94293	658	95276		105 AID	31.50
773899033	NY GTABDO	04 94292	656	95276		50 AID	15.00	773935702	DC 513894	04 94327	659	95276	C	5 AID	0.00
773947300	MD 254457	04 94332	659	95276	B	105 AID	0.00	774002810	VA SYA714	04 94307	659	95276	O	45 AID	13.50
774010764	DC 668418	04 94311	659	95276	O	45 AID	13.50	774032965	DC 518135	04 94319	659	95276	C	205 AID	61.50
774110282	MD YLM471	04 94311	659	95276	O	45 AID	13.50	774312125	VA ZUB5970	05 94312	659	95276	O	55-AID	16.50-
774480265	DC 693897	04 94320	659	95276	C	35 AID	10.50	774513972	MI XH8255	04 94304	659	95276		40 AID	12.00
774626112	MD 146AGB	04 94321	659	95276	O	35 AID	10.50	774726831	DC 686381	04 94332	659	95276	O	35 AID	10.50
774866606	DC 668418	04 94319	659	95276	O	35 AID	10.50	774934381	VA ABR2529	04 94318	659	95276	T	45 AID	0.00
774940843	DC 699477	04 94319	659	95276	C	105 AID	31.50	775022194	NM 432DTB	04 94336	659	95276	B	35 AID	0.00
775053834	NM 432DTB	04 94320	659	95276	B	35 AID	0.00	775084612	MD BYF605	04 94326	659	95276	B	105 AID	0.00
775183662	DC 700975	04 94334	659	95276	B	105 AID	0.00	775827264	NC FAK395	04 94342	658	95276		55 AID	16.50
775850460	NC HPS2044	04 94346	659	95276		35 AID	10.50	894789276		04 92106	804	95276	O	50 AID	15.00
902174136		04 94208	815	95276	O	150 AID	45.00	907317670	MD WKS292	04 92289	642	95276		200 AID	60.00
907332856		04 93228	808	95276	O	50 AID	15.00	908455984		04 93125	807	95276	O	150 AID	45.00
908760554		04 93323	809	95276	O	100 AID	30.00	909259326		04 93174	813	95276	O	200 AID	60.00
910341935	VA RULATE2	05 92286	641	95276	O	45-AID	13.50-	910476431	MD AXH609	04 94003	652	95276	O	105 AID	0.00
910496510	DC 278956	04 93013	750	95276	C	205 AUN	65.60	910831725	MD SXL267	04 93180	647	95276		45 AID	13.50
911607616	MD ACC908	04 93320	649	95276		50 AID	15.00	912625932	NC FPC3638	04 93323	651	95276		55 AID	16.50
912947884		04 94141	813	95276	O	50 AID	15.00	913316762	DC DX10291	04 93347	754	95276		90 AUN	28.80
913319175	PA ZNA230	04 93327	747	95276		105 AUN	33.60	913757902		04 94043	815	95276	O	25 AID	7.50
913946946		04 94085	814	95276	O	50 AID	15.00	915279256	MD ACC908	04 93305	649	95276		50 AID	15.00
915600851	MD ACC908	04 93340	649	95276		50 AID	15.00	916050726	PA YX96640	05 94100	651	95276	O	55-AID	16.50-
916166871		04 94113	812	95276	O	50 AID	15.00	916879773		04 94133	812	95276		100 AID	30.00
916974796		04 94116	812	95276	O	30 AID	0.00	917087522	MD 615905M	04 94185	654	95276	B	105 AID	0.00
917584323	DC 428824	05 94071	651	95276	O	55-AID	16.50-	917618096	MD 412ASC	04 94307	659	95276	B	30 AID	0.00
917821505		04 94032	812	95276	O	50 AID	15.00	917821516		04 94032	812	95276	O	50 AID	15.00
917821520		04 94032	812	95276	O	25 AID	7.50	917993823	DC 195668	04 94327	659	95276		105 AID	31.50
918157811		04 94035	811	95276	O	50 AID	15.00	918237622	DC 250667	04 94106	656	95276	O	50 AID	15.00
918660783	NJ HOE22W	04 94201	655	95276		55 AID	16.50	918928780		04 94215	815	95276	O	150 AID	45.00
919645322	OH ANT501	04 94221	654	95276		105 AID	31.50	919740662	MD BKF501	05 94190	655	95276	O	45-AID	13.50-
920032702		05 94248	816	95276	O	50-AID	15.00-	920497491	DC 205041	04 94277	657	95276	O	75 AID	22.50
920629216		04 94309	818	95276	O	50 AID	15.00	920629220		04 94309	818	95276	O	50 AID	0.00
920629242		04 94309	818	95276	O	50 AID	0.00	920776312		04 94297	817	95276	O	50 AID	15.00
921234786	MD BYF605	04 94325	659	95276	B	105 AID	0.00	921425702	OH UUG406	04 94311	657	95276		105 AID	31.50
923624940	DC 395411	04 94300	658	95276	C	105 AID	31.50	923703642		05 94331	819	95276	O	50-AID	15.00-

PROGRAM: WSRP1510 W A S H I N G T O N F E E A N A L Y S I S R E P O R T RUN DATE: 11/06/95 PAGE 57

CONTINGENCY COLL FEES - REVENUE COLLECTED FROM: 10/01/95 TO 10/31/95 ASSIGN DATE BEFORE 5/01/95

***** DAILY SUB TOTALS ***** FOR DATE = 95276

A. PAYMENTS ON ASSIGNMENTS AUTHORIZED UNDER CONTRACT # OMS-3056-AA-KH

ITEM	# PAID	AMT PAID	# ADJUST	AMT ADJUST	NET PAID	%	FEE AMT
BOOT/TOW	19	$1,135.00	0	$0.00	$1,135.00	00.00%	$0.00
UNIDENT	8	$650.00	0	$0.00	$650.00	32.00%	$208.00
IDENTIFIED	129	$8,425.00	10	$465.00-	$7,960.00	30.00%	$2,388.00
UNAPPLIED	8	$295.00	0	$0.00	$295.00	00.00%	$0.00
SUBTOTAL	164	$10,505.00	10	$465.00-	$10,040.00	N/A	$2,596.00
TOTAL	164	$10,505.00	10	$465.00-	$10,040.00	N/A	$2,596.00

PROGRAM: WSRP1510 W A S H I N G T O N F E E A N A L Y S I S R E P O R T RUN DATE: 11/06/95 PAGE 58

CONTINGENCY COLL FEES - REVENUE COLLECTED FROM: 10/01/95 TO 10/31/95 ASSIGN DATE BEFORE 5/01/95

TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT	FEE	TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT	FEE
727907563	VA CJ0786	04 92079	739	95277		30 AUN	9.60	730420036	DC 335912	04 92132	650	95277	C	30 AID	9.00
738047962	DC 567555	04 92267	640	95277	C	5 AID	1.50	742603923	DC 577780	04 92366	642	95277	O	105 AID	31.50
742610326	DC 577780	04 93008	642	95277	O	105 AID	31.50	742654920	DC 577780	04 92349	642	95277	O	105 AID	31.50
742677876	DC 577780	04 92352	642	95277	O	105 AID	31.50	742921233	DC 577780	04 92364	642	95277	O	105 AID	31.50
748430690	MD AED037	04 93082	646	95277	O	20 AID	6.00	748544856	ON 437RLS	04 93091	657	95277		35 AID	10.50
748691602	MD AED037	04 93088	647	95277	O	15 AID	4.50	749018443	MD AED037	04 93095	647	95277	O	50 AID	15.00
749979042	MD AED037	04 93110	647	95277	O	45 AID	13.50	751182585	MD VJP692	04 93135	658	95277		20 AID	6.00
751200752	ON OE5741	04 93135	657	95277		45 AID	13.50	751200763	ON OE5741	04 93135	657	95277		105 AID	31.50
752124133	MD AAZ84B	04 93153	647	95277		50 AID	15.00	752297836	MD VKP548	04 93155	658	95277		20 AID	6.00
753369492	MD AAZ84B	04 93170	647	95277		105 AID	31.50	754564355	NY ATT801	04 93148	645	95277		45 AID	13.50
755477866	DC 574135	04 93222	652	95277	C	45 AID	13.50	757351291	DC 262075	04 93299	649	95277	C	35 AID	10.50
758039564	DC 594536	04 93274	647	95277	O	105 AID	31.50	758204462	MD AED037	04 93127	647	95277	O	15 AID	4.50
758535120	DC 628481	04 93285	649	95277	C	35 AID	10.50	758560622	MD AAZ84B	04 93285	650	95277		45 AID	13.50
759191716	MD AAK53R	04 93300	658	95277		20 AID	6.00	759685415	VA CONDOC	04 93307	658	95277		20 AID	6.00
760101296	MD ZRE176	04 93322	651	95277		20 AID	6.00	760499390	PA XDW773	04 93322	747	95277		45 AUN	14.40
760549974	PA XDW773	04 93335	650	95277		45 AID	13.50	760737515	PA ALM6304	04 93332	650	95277		45 AID	13.50
760816055	DC 635035	04 93347	650	95277	C	45 AID	13.50	761535445	DC 565621	04 93357	650	95277		10 AID	3.00
762320646	CA 2YXR832	04 94042	650	95277		10 AID	3.00	762367546	VA TN40175	04 94026	659	95277		20 AID	6.00
762469536	DC 269104	04 94031	650	95277	O	45 AID	13.50	763029352	DC 271109	04 94038	650	95277	O	105 AID	31.50
763108603	DC 635035	04 94042	651	95277	C	205 AID	61.50	764417986	VA ITF344	04 94073	651	95277		50 AID	15.00
764517202	MD 874850	04 94083	658	95277		20 AID	6.00	765451864	VA LOB639	04 94111	652	95277	B	5 AID	0.00
766101092	DC 565621	04 94115	652	95277		45 AID	13.50	766429160	MD BFG089	04 94136	653	95277		5 AID	1.50
766578083	DC 454260	04 94116	652	95277		45 AID	13.50	766936450	CA 2YXR832	04 94133	655	95277		10 AID	3.00
766962895	CA 2YXR832	04 94126	656	95277		10 AID	3.00	767059521	DC 651767	04 94145	653	95277		35 AID	10.50
767136565	DC 339255	04 94133	653	95277	O	105 AID	31.50	767148631	CT 838BWE	04 94137	659	95277	B	35 AID	0.00
767374090	MD ZRE176	04 94164	654	95277		45 AID	13.50	767418223	MD BFG089	04 94138	653	95277		5 AID	1.50
767560205	PA BNE796	04 94203	654	95277		105 AID	31.50	767602183	MD 266AHH	04 94124	652	95277	T	45 AID	0.00
768274802	VA ZVF5627	04 94173	654	95277	O	105 AID	31.50	768939463	MD AZE429	04 94180	654	95277		45 AID	13.50
769005300	DC 595274	04 94207	655	95277	O	105 AID	31.50	769022704	MD BNY020	04 94207	655	95277	O	105 AID	0.00

769292285	WI MTW317	04 94213	654	95277	B	5 AID	0.00	769336046	NJ GRK64J	04 94196	653	95277	O	100 AID	30.00
769761882	MD BHR202	04 94182	654	95277	O	45 AID	13.50	769954393	DC 347637	04 94235	656	95277	O	50 AID	15.00
769954404	DC 347637	04 94235	656	95277	O	100 AID	30.00	769987746	MD BMD946	04 94221	656	95277	B	45 AID	0.00
770006661	DC 647932	04 94223	656	95277	B	105 AID	0.00	770095266	DC 576089	04 94217	658	95277	O	55 AID	16.50
770396211	DC 635409	04 94265	657	95277	O	45 AID	13.50	770605010	ON 368TZB	04 94220	657	95277		35 AID	10.50
770674505	MD ABS78M	04 94231	656	95277		105 AID	31.50	770736153	DC 565621	04 94224	656	95277		45 AID	13.50
770830745	DC 693160	04 94255	657	95277	O	35 AID	10.50	770837012	DC 634954	04 94252	657	95277	C	35 AID	10.50
770946595	PA BNE796	04 94251	655	95277		45 AID	13.50	770976743	DC 633436	04 94222	656	95277	O	35 AID	10.50
771345260	DC 638035	04 94249	659	95277	O	5 AID	0.00	771471212	DC 630621	04 94245	656	95277	C	45 AID	13.50
771539801	DC 688236	04 94277	657	95277	C	45 AID	13.50	771716713	MD ANT932	04 94258	657	95277	O	45 AID	13.50
772098294	DC 694121	04 94263	657	95277	O	105 AID	31.50	772121210	MD 592ABH	04 94267	659	95277	B	10 AID	0.00
772146933	MD NTZ631	04 94274	657	95277		205 AID	61.50	772146944	MD NTZ631	04 94274	657	95277		35 AID	10.50
772272196	DC 696372	04 94271	657	95277	O	45 AID	13.50	772473085	DC 696372	04 94270	657	95277	O	105 AID	31.50
772839163	VA ZWK9971	04 94285	658	95277		105 AID	31.50	772870604	DC 595916	04 94278	657	95277	O	20 AID	6.00
772915043	VA ZXD8504	04 94273	657	95277		30 AID	9.00	773050036	DC 693490	04 94294	658	95277	O	35 AID	10.50
773091804	VA DTX752	04 94287	659	95277		20 AID	6.00	773155585	DC 697431	04 94297	658	95277	O	45 AID	13.50
773251301	MD BCR213	04 94297	658	95277	T	45 AID	0.00	773283571	MD BHD179	04 94287	658	95277	O	45 AID	13.50
773297442	DC 635409	04 94284	658	95277	O	45 AID	13.50	773369015	DC 638035	04 94305	659	95277	O	25 AID	7.50
773390483	DC 633008	04 94290	658	95277	C	105 AID	31.50	773406185	MD RBE436	04 94286	659	95277		25 AID	7.50
773656343	VA VOJ249	04 94306	659	95277	B	35 AID	0.00	773857534	MD BMD946	04 94293	758	95277	B	40 AUN	0.00
773987244	DC 574495	04 94305	659	95277	C	45 AID	13.50	773987266	DC 574495	04 94305	659	95277	C	105 AID	31.50
774094086	DC 047825	04 94305	658	95277	C	5 AID	0.00	774113970	PA BNE796	04 94311	657	95277		35 AID	10.50
774148841	DC 601593	04 94319	659	95277	O	105 AID	31.50	774331692	VA ZWK9971	04 94319	659	95277		105 AID	31.50

1 PROGRAM: WSRP1510 W A S H I N G T O N F E E A N A L Y S I S R E P O R T RUN DATE: 11/06/95 PAGE 59

0 CONTINGENCY COLL FEES - REVENUE COLLECTED FROM: 10/01/95 TO 10/31/95 ASSIGN DATE BEFORE 5/01/95

0 TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT	FEE	TICKET	STATE-PLATE	ISSUE	ASSGN	PAY	S	AMT	FEE
774385463	DC 697431	04 94301	659	95277	O	35 AID	10.50	774398693	DC 693490	04 94306	659	95277	O	35 AID	10.50
774401401	MD 481AXE	04 94329	659	95277		30 AID	9.00	774406872	VA ZWK9971	04 94308	659	95277		105 AID	31.50
774406883	VA ZWK9971	04 94308	659	95277		105 AID	31.50	774525334	DC 580096	04 94307	659	95277	C	25 AID	7.50
774525345	DC 580096	04 94307	659	95277	C	55 AID	16.50	774619171	VA LCO203	04 94319	659	95277	O	35 AID	10.50
774647996	FL NCB32L	04 94323	658	95277		20 AID	6.00	774695445	DC 640897	04 94321	659	95277	B	45 AID	0.00
775001754	DC 693490	04 94329	659	95277	O	45 AID	13.50	775955202	OH MJH094	04 94355	659	95277		35 AID	10.50
883812263	FL JCT52X	04 93283	647	95277		25 AID	7.50	897538773		04 93181	807	95277	O	100 AID	30.00
900732232		04 93190	813	95277	O	100 AID	0.00	900732243		04 93190	811	95277	O	30 AID	9.00
905162204	CA 2YXR832	04 94107	651	95277		10 AID	3.00	905994865		04 92318	811	95277	O	200 AID	0.00
906220512		04 92349	811	95277	O	300 AID	0.00	907331924		04 93224	809	95277	O	100 AID	30.00
913430571	MD BMD946	04 94247	656	95277	B	55 AID	0.00	913521033	DC KOGER2	04 93344	650	95277	C	45 AID	13.50
913537096	DC 127137	04 93302	649	95277	C	5 AID	0.00	913593575		04 94342	819	95277	O	50 AID	15.00
914335542		04 94078	818	95277	O	75 AID	22.50	914349380		04 94310	818	95277	O	200 AID	60.00
914481665		04 94023	812	95277	O	100 AID	30.00	914893943		04 94141	813	95277	O	100 AID	30.00
915083120	DC 630621	04 94250	656	95277	C	205 AID	61.50	916955045	DC 651767	04 94144	653	95277		105 AID	31.50
917018410		04 94125	812	95277		100 AID	30.00	917543583	PA ADZ6163	04 94243	655	95277		45 AID	13.50
918014285		04 94046	811	95277	O	50 AID	15.00	918570483	MD BHR202	04 94177	655	95277	O	45 AID	13.50
919038385	VA ZWW5952	04 94147	653	95277	T	105 AID	0.00	919329132		04 94247	816	95277	O	50 AID	15.00
919611674	DC C59765	04 94277	657	95277	O	105 AID	31.50	919842011		04 94227	815	95277	O	50 AID	15.00
920337751	DC 633745	04 94267	657	95277	C	105 AID	31.50	920501444		04 94207	815	95277	O	50 AID	15.00

AGENCY COMMENTS

Agency Comments

On February 8, 1999, the District of Columbia Auditor submitted the first draft of this report for review and comment to the Acting Director of the Department of Public Works and the Department of Motor Vehicles, the Chief Procurement Officer of the District of Columbia, and the Interim Chief Financial Officer of the District of Columbia. Comments were received from the Acting Director of the Department of Public Works on March 2, 1999 and the Interim Chief Financial Officer of the District of Columbia on March 2, 1999. The Chief Procurement Officer of the District of Columbia failed to provide any comments regarding the draft report.

The Auditor submitted a revised draft report to the Acting Director of the Department of Motor Vehicles for further review and comment on March 17, 1999. Comments were received jointly from the Acting Director of the Department of Public Works and the Acting Director of the Department of Motor Vehicles on March 24, 1999.

The comments received from the Department of Public Works on March 2, 1999 and March 24, 1999 are appended in their entirety to this report. Comments received from the Interim Chief Financial Officer of the District of Columbia are also appended in their entirety to this report.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Chief Financial Officer

February 26, 1999

RECEIVED
MAR - 2 1999
OFFICE OF THE DC AUDITOR

Ms. Deborah K. Nichols
Interim District of Columbia Auditor
Office of the District of Columbia Auditor
717 14th Street, N.W., Suite 900
Washington, DC 20005

Dear Ms. Nichols:

Thank you for the opportunity to comment on the draft report entitled "Evaluation of the Department of Public Works' Monitoring and Oversight of the Ticket Processing and Delinquent Ticket Debt Collection Contracts." Under Public Law 104-8, the District of Columbia Financial Responsibility and Management Assistance Act, the Chief Financial Officer of the District of Columbia is charged with fiduciary responsibility for financial assets of the District. Inasmuch as parking ticket receivables are financial assets of the District, I share your concern that the collection of delinquent ticket debts be efficient, effective, and fair.

In response to your findings, I propose the following immediate actions to improve the delinquent ticket debt collection process. My office is prepared to work with the Office of Contracting and Procurement and the Department of Public Works on contract amendments, as required.

- The pending ticket processing and collection contract should be modified to include enhanced incentive and penalty provisions within a performance-based contracting framework (see attachment).

- The pending ticket processing and collection contract should be modified to require the contractor's full disclosure and District approval of its collection methodology. This will permit more active oversight of the contract.

- The pending ticket processing and collection contract should be modified to require an annual financial audit of ticket collections by an independent audit firm. This will support the financial integrity of the collection process.

- I will assign a collection professional from the Office of Finance and Treasury's Central Collection Unit to serve as technical representative to the current and proposed contracts. The technical representative will work with the contract administrator to ensure effective contract oversight. Specifically, the technical representative will: (1) assist in establishing performance measures to evaluate Lockheed's performance under the delinquent ticket debt collection contract, and (2) evaluate and approve the contractor's strategy for collecting revenue from tickets carried forward from the previous fiscal year.

- The technical representative will develop a strategy for collecting delinquent parking ticket revenue from tickets not successfully collected by the contractor over a two-year delinquent collection assignment period.

- The Office of Financial Operations and Systems will work with the Department of Public Works to develop an appropriate revenue recognition and write-off policy for delinquent parking tickets.

- The Office of the Chief Financial Officer will support the Department of Public Work's FY 2000 budget request for resources to improve oversight of the ticket collection contract or increase collection of delinquent parking ticket debts.

I believe that the actions outlined above will significantly improve oversight of the Department of Public Works' delinquent ticket debt collection contracts and increase collection of delinquent ticket debts owed to the District. Please contact me at 727-2476, if you have questions about my comments. Thank you again for the opportunity to provide input on this important matter.

Sincerely,

Earl C. Cabbell

Earl C. Cabbell

Attachment

cc: Richard Fite, Chief Procurement Officer
Art Lawson, Acting Director, Department of Public Works
Tom Huestis, Deputy CFO and Treasurer
Tony Pompa, Interim Deputy CFO for Operations and Systems
Tammie Robinson, Chief of Staff to the Interim CFO
Stephen Taylor, General Counsel to the CFO
Joseph Sanchez, Director of Procurement, OCFO
Craig Small, Associate Treasurer
Pamela Graham, CFO, Department of Public Works
Marc Talbert, Manager, Central Collections Unit, OFT
Richard Prunchak, Contract Administrator, Department of Motor Vehicles

Performance-Based Contracting Solution

- *"DPW establish an effective automated contract monitoring system to continuously evaluate the quality of services provided by Lockheed under the ticket processing and delinquent ticket debt collection contracts." (RE: page 9)*
- *"TSA did not establish sufficient performance measures or independently evaluate performance results produced by Lockheed." (RE: page 17)*
- *"...the Auditor found that TSA failed to establish sufficient performance measures by which to independently monitor and evaluate Lockheed's performance." (RE: page 18)*
- *"TSA failed to develop its own criteria to measure and evaluate Lockheed's performance." (RE: page 18)*
- *"In the absence of comparative data to evaluate Lockheed's services, the lack of specific performance benchmarks and measures, and the absence of an independent evaluation process, the Auditor questions whether TSA's overall excellent performance rating of the contractor was justified and supported by valid reliable measurement data." (RE: page 19)*
- *"DPW immediately establish credible, comparative performance measures to evaluate Lockheed's performance under the ticket processing and delinquent ticket collection contracts." (RE: page 21)*
- *"The absence of comparative data by which to evaluate Lockheed's services, absence of specific performance benchmarks and measures, and the absence of an independent process to evaluate Lockheed's services, raised questions concerning whether TSA's overall performance rating of excellent was justified and supported by valid, reliable data." (RE: page 22)*

- Key to using performance-based contracting are the following factors:
  - There must be a clear definition of the outcomes to assure an understanding of them;
  - Outcomes must be specific and quantifiable, or set an acceptable standard for the service or performance levels;
  - The number of outcomes must be reasonable and take into consideration the vendor's capacity to track and provide the information;
  - Administrative procedures must be described, such as the frequency of assessments of vendor progress and the methods to be used, as well as the persons responsible for the assessment;
  - Renewals and extensions of the contract should occur based on achievement of the outcomes.
- Further, these factors recognize the key benefits of performance based contracting:
  - Reliance on the marketplace to create affordable and effective alternatives for meeting government needs;
  - Effective measurement of contract performance during contract performance, with incentives/penalties for corrective action; and
  - Performance evaluations which link demonstrated performance (either positive or negative) to future opportunities.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF PUBLIC WORKS
2000 14TH STREET, N.W.
6TH FLOOR
WASHINGTON, D.C. 20009

OFFICE OF THE DIRECTOR
(202) 939-8000

March 1, 1999

Ms. Deborah K. Nichols
Interim District of Columbia Auditor
717 14th Street, N.W., Suite 900
Washington, D.C. 20001

Dear Ms. Nichols:

Thank you for the opportunity to respond to the draft audit report titled "Evaluation of the Department of Public Works' Monitoring and Oversight of the Ticket Processing and Delinquent Ticket Debt Collection Contracts." The period covered by the audit was October 1995 through May 1998. During this period, the responsibility for contract procurement and for the monitoring and oversight of these contracts was vested in the Department of Public Works (DPW). Effective October 1, 1998, the responsibility for monitoring and oversight of these contracts is jointly administered by the Department of Motor Vehicles (DMV) and DPW. Procurement responsibility has remained with the Agency Chief Contracting Officer for the Department of Public Works for the Office of Contracting and Procurement (OCP). Accordingly, the responses of the three departments are outlined in this letter.

Although a specific recommendation was not made to this effect, a finding was made that the resources devoted to overseeing and monitoring the contracts (one person) was inadequate and that additional resources in terms of equipment, software and training are also needed. DMV concurs with this finding and is currently reviewing options for augmenting contract monitoring resources in the FY2000 budget. At the same time, DMV and DPW believe that an audit finding should also be made that reflects accomplishments made within the limited resources available, which includes:

- Comprehensive written evaluations have been prepared on the contractor's performance since 1993, which have been linked to the planning and implementation of substantial process improvements by the contractor. We believe that the scope and quality of these evaluations are unique in the District.

- The technical representative has been instrumental in coordinating with the contractor the development of a comprehensive transaction reconciliation process, which accounts for all tickets, payments, and other transactions processed on a daily basis.

This process was developed with ease of audit as a primary objective, and summary reports of each day's transaction updates are provided monthly to the District.

- Quarterly status meetings were implemented several years ago; during these meetings, the contractor has presented written and verbal summations of accomplishments and a workplan for the next quarter (in addition to the quarterly meetings, the technical representative and other agency representatives attend numerous meetings throughout the year to discuss and resolve issues or operational problems which impact on users of the ticket system).

- New reporting requirements were instituted to provide assurance that computer logic was functioning properly in the assignment of tickets for delinquent collections. Ticket assignment and noticing criteria were revised in order to allow the District to collect additional revenue prior to assignment for delinquent ticket collections. The content and size of District notices are being revised in order to promote payment.

- Price comparisons are regularly made to other jurisdictions, which has assisted in determining a fair price for offered services. A continuing dialogue has been established with parking program managers and contract managers in comparable cities for the purpose of exchanging technical approaches and experiences.

- Monthly invoices are thoroughly reviewed including the completeness of supporting documentation. The contractor has simplified invoice formats in accordance with our instructions and has augmented attached documentation to support billed work.

- Contract files have been well documented, including contractor control processes, and are readily accessible for auditing and other purposes.

During the period of the current audit, the technical representative also completed a comprehensive statement of work for competitive procurement of a combined ticket processing and ticket collections contract; reviewed the potential for technical applications such as bar-coding, mobile digital communications, handheld computers, voice response and pay by phone and incorporated these applications into the statement of work; and assumed responsibility for oversight of the parking meter conversion contract and the ticket printing contract.

The Department of Motor Vehicles and Department of Public Works offer the following comments with respect to specific audit recommendations:

AUDIT RECOMMENDATION:

DPW should establish an effective automated contract monitoring system to continuously evaluate the quality of services provided by Lockheed under the ticket processing and delinquent debt collection contracts.

RESPONSE:

We assume that the terminology "automated contract monitoring system" refers to automated tools to assist in contract monitoring. Accordingly, we have addressed this recommendation in the response to the following recommendation, which also relates to automated methodology.

The draft audit report finds that there is no current independent automated methodology used to monitor the quality of services provided. Although admittedly not an independent source, the contractor provides monthly automated reports which contain objective data indicating the extent to which various contract requirements have been met, including on-line system uptime; system response time; number and percentage of tickets processed, imaged and paid within required timeframes; error corrections; and availability of on-line data within required timeframes. The contractor has documented the methodology by which these reports are prepared. Certain data, such as that which relates to on-line system performance, is derived from computer workstations installed by the contractor at a DPW network interface location. Daily transactional data such as the processing of tickets, payments and other updates to the ticket system are compiled by Lockheed staff on a daily basis from various source documents pursuant to well-documented methodology. All documents used to reconcile each day's work are retained in storage, by date, and are available for audit at any time. The Auditor did not request to see any of the stored reconciliation documents during the course of the audit to verify the accuracy or completeness of the contractor's daily reconciliation.

It should be noted that it is commonplace in comparable jurisdictions to utilize the contractor's automated reports to verify conformance with contract standards.

AUDIT RECOMMENDATION:

DPW establish a methodology, which should include an automated evaluation component, to independently verify the validity of information contained in reports submitted by Lockheed in order to determine the reliability and accuracy of the data, and any other issues requiring management's immediate attention.

RESPONSE:

We concur that the use of automated tools can be useful in the review of voluminous data and detection of data anomalies, and that the use of these tools should not be limited to the periodic reviews of these contracts by the auditors. The technical representative is currently reviewing a sample version of the same auditing software utilized by the auditors in their review of Lockheed data. A recommendation will be made with respect to the cost effectiveness of purchasing a site license for this software and requisite training or the use of other software options. In-depth analyses of contractor data on an ongoing basis, however, may be contingent upon availability of additional resources.

AUDIT RECOMMENDATION:

DPW, in conjunction with the Office of the Chief Procurement Officer, should adequately plan, in advance, for the award of new contracts to avoid relying on costly short-term sole source emergency contracts.

RESPONSE:

OCP has put in place an effective process to monitor all agencies planning of new and recurring contract actions. However, there is the potential for the processing of new solicitations to extend beyond pre-established times frames. In the case of the subject procurement, planning and implementation began in excess of one year prior to bid opening. Unfortunately, various circumstances delayed the procurement, which included legal changes to the terms and conditions, operational changes to the scope of work, and identification of funding. Every effort was made by all parties to move this procurement forward as expeditiously as possible without sacrifice to the integrity of the process.

The contention that the award of short-term contracts resulted in the District paying $256,575 more than would have otherwise been paid if a new contract had been timely awarded is erroneous. This dollar amount was derived from a comparison between the price per ticket price paid in the final year of the preceding five-year contract ($2.53) to the price per ticket paid in each of the short-term contracts ($2.59). It was pointed out to the auditors during the review that contract modifications were approved during the preceding five-year contract which were priced separately on the contractor's monthly invoices. The fixed price billed for these modifications was equivalent to a cost per ticket of between five and six cents on the average (number of tickets processed divided by the cost billed for the additional work). When the initial short-term contract was negotiated, the cost for the additional work was folded into the $2.59 per-ticket price, and the additional work was also folded into subsequent short-term contracts. Therefore, no significant change occurred in per-ticket fees from the preceding five-year contract, and in fact the $2.55 paid per ticket in the current one-year contract is less than the price per ticket in the final year of the five-year contract when the costs of the contract modifications are taken into account.

AUDIT RECOMMENDATION:

DPW, in future emergency procurements, comply with the maximum 120 day limit for the emergency procurement of services as set forth in 27 DCMR, Section 1710.5 and the provisions of 27 DCMR 1710.2 and 1710.3.

RESPONSE:

In no instance did OCP and DPW extend any of the four emergency contracts beyond a 120 day period. The auditor's interpretation of the 27 DCMR 1710.5 is in conflict with the interpretation held by the District of Columbia Office of Corporation Counsel which has held that each emergency procurement action is separate and distinct, with a separate

120 day period per action. As indicated in the draft report DPW and OCP processed four separate emergency procurements however the auditor has incorrectly calculated calendar days instead of business days (Monday through Friday, no holidays) for No. 2, 3 and 4. The actual total number of days is 121 days, not 139 days as initially reported by the Auditor:

Contract	**Date of Contract**	**Contract Period**
#1	October 14, 1997 – November 29, 1997	32 days
Modification to extend Contract #1	November 29, 1997 – December 17, 1997	13 days
#2	December 18, 1997 – February 25, 1998	40 days
#3	March 3, 1998 – April 13, 1998	30 days
#4	April 14, 1998 – May 5, 1998	16 days
Total		121 days

The Auditor failed to completely quote 27 DCMR 1710.2:

> " For purposes of an emergency procurement under this chapter, an "emergency condition" is a situation (such as a flood, epidemic, riot, equipment failure, or other reason set forth in a proclamation issued by the Mayor) which creates an immediate threat to the public health, welfare, or safety, The existence of an emergency condition creates an immediate need for supplies, services, ore construction which cannot be met through normal procurement methods, and a lack of which would seriously threaten one (1) or more of the following:
>
> (a) The health or safety of any person;
>
> (b) The preservation or protection of property; or
>
> (c) The continuation of necessary governmental functions."

It was necessary to issue short-term emergency contracts to continue necessary government functions while a long-term one year contract underwent review for approval. It would not have been in the best interest of the District to discontinue a ticket processing and collection services with the incumbent supplier, without the benefit of having a successor supplier in place. In addition, DPW did not have the financial resources, staff, or expertise to assume responsibility for this function internally.

AUDIT RECOMMENDATION:

The Chief Procurement Officer immediately issue policies and procedures to enforce the provisions of D.C. Code, Section 1-1181.5(d)(1) which prohibits any manager from allowing a contractor to provide services without the benefit of a valid written contract.

RESPONSE:

OCP and DPW concur with the Auditor's recommendation, and OCP has issued policies and procedures to enforce compliance with the provisions of D.C. Code, Section 1-1181.5(d)(1). Contrary to the draft report , a review of the contract files indicate that the contractor worked without a valid contract for three (3) days February 26, 27 and March 2, 1998. The period April 14,- May 5, 1998, was reviewed and approved by the Chief Procurement Officer on May 18, 1998. An oversight was made for the three days that the supplier worked without a valid contract, a request will be made of the Chief Procurement Officer to ratify that oversight.

AUDIT RECOMMENDATION:

DPW immediately establish credible, comparative performance measures to evaluate Lockheed's performance under the ticket processing and delinquent ticket debt collection contracts.

RESPONSE:

The Auditor notes, on page 18 of the draft report, that the Transportation System Administration (TSA) failed to establish sufficient performance measures by which to independently monitor and evaluate Lockheed's performance and instead relied upon evaluation criteria selected by the contractor. No evaluation criterion used in the monitoring process has been selected by the contractor. In fact, the measurable criteria included in the annual evaluation are all stated in the Request for Proposals and are incorporated into the contract by reference. Similar criteria are used by comparable cities, and in some instances the District's criteria are more stringent. For example, the contractor's ticket processing system is required to be operational and available to users 99.8% of the time during regular working hours, compared to 96% in Los Angeles and San Francisco and 95% in Boston. The system response time requirement at each workstation for accessing ticket data is under three seconds over a one week period (two seconds in the pending contract), compared to five seconds in Los Angeles, three seconds in San Francisco and three to five seconds in Boston. Similarly, timeframes within which the contractor must update tickets, payments, images and other transactions are set forth in the District's contract and are reported monthly for each workday.

The Auditor states correctly that TSA's use of benchmarking in the evaluation process was limited to certain service components and that the only comparison made was against Lockheed's performance within prior periods within the District. We believe that the performance of the computer system, daily transaction processing and project management is most critical in the ticket processing contract. The performance of the computer system and transaction processing is currently well documented. We will make continuous efforts to identify other measures by which the contractor's performance in other service components can be objectively evaluated. Some subjectivity, however, is inherent in the performance of services. For example, the quality of project management provided by a contractor, including intangibles such as accessibility, responsiveness and approach to problem resolution, is not easily measurable or quantifiable. Because a contract component is not easily measurable does not mean that it is not important or should not otherwise be evaluated. We have chosen to evaluate all of the key components provided in the ticket processing contract, whether objective or subjective. To leave out some components due to lack of objective measures would result in an unbalanced assessment.

In ticket collections, the nature of the assigned ticket population (i.e., age of ticket, number of prior notices, percentage of out-of-state registrants, and enforcement methods available) will have a direct impact on the success of collection efforts. There are substantial differences in the nature of the assigned ticket population from city to city, which makes direct comparison less meaningful.

We agree with the finding on page 18 of the draft audit report that the length of time between evaluations could potentially result in overemphasis on recent performance. Ideally, given adequate resources, the evaluation process should be more frequent (perhaps quarterly to coincide with quarterly status meetings). More frequent assessments, however, would necessarily be more limited than the annual evaluation given the level of effort and time required to produce the annual document.

Also on page 18, it is noted that in the annual evaluation there were no comparisons against other entities providing the same service, other cities, or against industry standards. As the Auditor is aware, there are few competitors to Lockheed in the large-city market against which to compare. We are not aware of "industry standards" as they apply to ticket processing or delinquent ticket collection services or any organization that would establish such standards. Some of the performance measures that have been incorporated into the District's contract can apply to any large automated processing system, and in fact information systems personnel within DPW were consulted in development of some of the measures. We have no recollection of being surveyed or "benchmarked" by comparable cities to determine the specific performance levels of our contractor. However, we will explore the feasibility of obtaining and including relevant comparison data from comparable cities, to the extent available, in future evaluations.

AUDIT RECOMMENDATION:

DPW require the delinquent ticket collection contractor to report to the District, at the end of each fiscal year, the number of uncollected tickets assigned to it during the fiscal year that will be carried over to the next fiscal year. The contractor's report must include an effective strategy for collecting revenue from most, if not all, of the tickets carried forward into the next fiscal year.

RESPONSE:

We agree that it would be reasonable to require the contractor to present an "action plan" for collecting on the older ticket population, as collection strategies utilized on older tickets are often different than strategies utilized on newer tickets. We will request an action plan on an annual basis, along with statistics on tickets carried over from year to year.

A year-end report that provides statistics on carried-over tickets would be more meaningful if it focused on tickets that have had a reasonable collection activity period, such as 18 or 24 months. As tickets are assigned monthly throughout the year, collection rates on tickets which have not had the benefit of a full collections cycle will be much lower, on average, than tickets assigned earlier in the year, thereby skewing the statistics.

On page 19 of the draft report, it is stated that Lockheed's collection rate for assigned delinquent tickets, which included uncollected tickets from previous fiscal years, averaged approximately 8% during fiscal years 1996 and 1997. We believe that the methodology of including prior-year carryover tickets in calculating supplier current year performance is misleading for the following reasons.

To include uncollected carryover tickets in the collectible ticket inventory year after year, and to count these tickets as part of the current year performance tends to result in a consistently declining year to year performance. Using this methodology, eventually the current year collection performance would approach zero if enough years of carryover tickets were included in the calculation.

The methodology also does not allow adequate time for collection activity to show results. A full collection cycle by the supplier is generally considered to be 12 to 18 months. If the collection rate for a given year includes all tickets assigned in that same year, very few of the tickets will have had the benefit of a full collection cycle, which would result in a low collection rate for those tickets.

The contractor provides, on a monthly basis, a collection performance report by assignment number. The report tracks collection performance in terms of both collection rate and dollar value, by assignment number, after a full 18-month collection cycle. The collection rate is reported separately for identified parking tickets, identified rental tickets, identified moving tickets, and unidentified parking tickets ("identified" refers to the availability of a name and address of the respondent at the time of assignment).

We believe that these reports provide a more realistic picture of performance on assigned tickets. Available reports were reviewed for assignments made between January, 1996 and April, 1997 (the last reported month with a subsequent 18-month collection period). The lowest and highest collection rates reflected on these reports are:

Ticket category	Lowest rate	Highest rate
Identified parking tickets	28.74%	33.3%
Identified rental vehicle tickets	18.89%	33.83%
Identified moving tickets	28.62%	36.53%
Unidentified parking tickets*	1.28%	3.58%

*It should be noted that the collection rate for unidentified parking tickets has historically been very low due to the non-availability of a name and address at the time of assignment, and these tickets generally constitute fewer than 10% of the total tickets assigned. These tickets have been included in the auditor's analysis of collection rates.

AUDIT RECOMMENDATION:

The District's Chief Financial Officer develop a strategy for collecting delinquent parking ticket revenue from tickets not successfully collected by the contractor over a two-year delinquent collection assignment period.

RESPONSE:

The draft audit report correctly indicates that the pool of outstanding tickets continues to grow. There are various reasons for this occurrence. The longer that ticket debt remains outstanding, the less likely it is that it will be collected, particularly in the absence of new enforcement mechanisms. A majority of the tickets issued in the District are to out-of-state vehicles, and the enforcement strategies available to promote payment are fewer and less effective than those available for District registrants. A large number of ticket recipients cannot be located. Tags are readily transferred without registration hold for District tickets in other jurisdictions. It would appear to be prudent fiscal management, therefore, to write off ticket debts after a period of time so that an unrealistic financial picture is not presented.

We have looked at other options to collect outstanding ticket debt in the past, including the use of credit bureaus. Parking fines do not fall within the nature of accounts traditionally assigned to credit bureaus, since they are involuntary debt, and a court judgment has not been rendered. The companies we have contacted have seemed primarily interested in providing name and address location services, at a fee per transaction, or mailing a letter or series of letters at a fixed fee per letter. The alternative approaches often involve the expenditure of District funds up front with no revenue guarantee (the ticket collection contractor currently pays all costs associated with collection activity). Legal questions have been raised with respect to the District's ability to engage in agreements with credit bureaus for ticket debt collection without specific authorizing legislation.

Any company or entity which provides ticket collection services would be required to conduct a daily two-way interface with the ticket system in order to ensure the timely posting of payment information and other changes in ticket status to both systems. The current ticket collections contract also requires the contractor to assume responsibility for responding to telephone calls and correspondence directed to the telephone number and address indicated on the collections notice. The District does not have the requisite resources to assume these tasks under current funding levels.

In the current contract procurement, ticket collection services have been consolidated with ticket processing services. This is the prevailing arrangement in other comparable cities which contract for both services. The award recommendation currently undergoing review in the Office of Contracts and Procurement includes pricing for both services, and the contract provides that all assigned tickets will remain assigned for the term of the contract including any exercised option periods. Any revision to the assignment criteria contained in this pending contract may impact on the negotiated prices.

In addition to the comments above with respect to the draft audit recommendations, we wish to bring to the Auditor's attention the following correction:

On pages 7 and 8 of the report, it is indicated that the technical representative relied solely on a manual monitoring process and cited, as an example, a manual log used to record selected invoice statistics. The manual log was used solely as a ready reference for internal reporting purposes and was not used as a monitoring tool. For this reason, it does not support the audit findings to attach a copy of pages from this log to the audit report. We suggest that the pages be removed from the attachment.

In conclusion, we found the draft audit report to be useful in reviewing our current resources and approach to monitoring the ticket processing and ticket collections contracts. Thank you for the opportunity to comment.

Sincerely,

Art Lawson
Acting Director
Department of Public Works

Cc: Anthony Williams
Mayor of the District of Columbia

Richard P. Fite
Chief Procurement Officer

Henry Lightfoot
Interim Director
Department Motor Vehicle Services

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF PUBLIC WORKS
2000 14TH STREET, N.W.
6TH FLOOR
WASHINGTON, D.C. 20009

OFFICE OF THE DIRECTOR

March 23, 1999

Ms. Deborah K. Nichols
District of Columbia Auditor
717 14th Street, N.W., Suite 900
Washington, D.C. 20001

Dear Ms. Nichols:

Thank you for the opportunity to respond to the draft audit report titled "Evaluation of the Department of Public Works' Monitoring and Oversight of the Ticket Processing and Delinquent Ticket Debt Collection Contracts." The period covered by the audit was October 1995 through May 1998. During this period, the responsibility for contract procurement and for the monitoring and oversight of these contracts was vested in the Department of Public Works (DPW). Effective October 1, 1998, the responsibility for monitoring and oversight of these contracts is jointly administered by the Department of Motor Vehicles (DMV) and DPW. Procurement responsibility has remained with the Agency Chief Contracting Officer for the Department of Public Works for the Office of Contracting and Procurement (OCP). Accordingly, the responses of the three departments are outlined in this letter.

We believe that there are a number of constructive suggestions contained in this report which will be further analyzed and acted upon as appropriate. However, we also find instances in which we cannot support the recommendations, as noted below.

AUDIT RECOMMENDATION:

DPW should establish an effective automated contract monitoring system to continuously evaluate the quality of services provided by Lockheed under the ticket processing and delinquent debt collection contracts.

RESPONSE:

We assume that the terminology "automated contract monitoring system" refers to automated methodology to assist contract monitoring, such as audit software packages. We would welcome further elaboration for the definition of this term by the Auditor. To the extent that automated methodology can effectively supplement current monitoring activity, we will support the use of such methodology to include random sampling on automated test files. In-depth analyses of contractor data on an ongoing basis, however, may be contingent upon availability of additional resources.

We highly recommend that an independent auditor review the contractor's processes. Perhaps the D.C. Auditor can perform this audit or recommend an appropriate entity. Any such recommendation should include an argument that would support increased funding to the Department of Motor Vehicles to support this purpose. Similarly, given financial resources, we would welcome your support in recommending expert consultants to advise us with regard to appropriate automated methodology and to assist with its implementation.

The draft audit references a March 19, 1998 audit report entitled "District's Department of Public Works Improperly Collected and Retained Millions in Parking Ticket Overpayments." In this report the Auditor, refers to $72,523 in fees improperly collected by the contractor Lockheed Martin, IMS during fiscal years 1996 and 1997, as evidence that DPW made payments to the contractor based solely on the contractor's representations. Of this amount, $67,100 of "improper collections" was attributed to fees collected on delinquent ticket overpayments. DPW in its response to the March 19, 1998 report, indicated that DPW was aware of these fees and had sought legal interpretation of their eligibility prior to recommending payment to the contractor. In addition, prior to the March 19, 1998 audit comment, DPW had already included language in the current solicitation for ticket processing and delinquent ticket collections to exclude overpayments from fee eligibility.

AUDIT RECOMMENDATION:

DPW and/or the Department of Motor Vehicles allocate sufficient resources to monitoring both the ticket processing and delinquent ticket debt collection contracts.

RESPONSE:

We concur with this finding and the Department of Motor Vehicles is currently reviewing options for augmenting contract monitoring resources, to include staffing, training and availability of specialized software.

A finding of the draft report was that DPW did not effectively monitor and evaluate the services provided by the ticket processing and delinquent ticket collection contractor. Two reasons were cited for the finding: (1) one person was inadequate to perform this responsibility and (2) the technical representative was unable to independently verify the quality of statistical data and perform analyses of revenue data. We agree that the addition of resources and the ability to independently verify data would further improve the quality of contract oversight. However, we do not agree that effective monitoring and evaluation is not currently occurring. We believe that there is ample evidence of this activity, even with the limited resources currently available. While it is very important to verify data, the ticket processing contract in particular is multifaceted and presents a number of areas in which monitoring and evaluations are relevant. The draft audit report makes passing reference to an annual evaluation of ticket processing performance performed by the technical representative. This evaluation is an exhaustive undertaking, possibly unique in the District, which encompasses all primary contract components and assesses contractor performance on the basis of both objectively measured data and subjective observations. These reviews have been linked to substantial service improvement initiatives by the contractor. Similarly, reference is made in the report to quarterly status reviews. In addition to these reviews, it should be noted that the technical representative and other agency representatives attend numerous meetings throughout the year to discuss and resolve issues or operational problems which impact on users of the ticket system and/or the public.

The draft report further makes reference to the implementation of a comprehensive transaction reconciliation process. The establishment of this process, in late 1996, has substantially improved the audit capability and quality control of transaction processing, including tickets, payments, imaging and other transactions updated to the ticket system on a daily basis. Summary performance reports of each day's transaction updates are provided to the District on a monthly basis.

New reporting requirements were instituted to provide assurance that computer logic was deriving the expected outcomes in the assignment of tickets for delinquent collections. Ticket assignment and noticing criteria were revised in order to allow the District to collect additional revenue prior to assignment for delinquent collections. The content and size of District notices will be revised in the next contract, in accordance with the statement of work, to promote payment prior to assignment.

A continuing dialogue is ongoing with parking program managers and contract administrators in comparable cities for the purpose of exchanging technical approaches and experiences.

The contractor has simplified invoice formats in accordance with our instructions and has augmented attached documentation to support billed work. All invoices are thoroughly reviewed including supporting documentation.

Contract files, which contain contractor control processes, have been well documented, and are readily accessible for auditing and other purposes.

While accomplishing the aforementioned initiatives, the technical representative, during the period covered by the audit, also performed other contract related tasks including the completion of a comprehensive statement of work for the pending ticket processing and delinquent collections contract, ongoing liaison with contractors, coordination of audit related activities, and oversight of the ticket printing and the parking meter conversion and management contracts.

The draft audit report correctly finds that an annual evaluation was not performed on delinquent collection services. Admittedly, more evaluation effort has been focused on ticket processing services since these services are more numerous and complex, and are relied upon by a substantial number of District users. Delinquent ticket collections activity consists primarily of noticing and payment update. The contractor provides several automated reports, which offer substantial detail on the success of collection efforts. Further, the contractor's fee for delinquent ticket collections is contingency based. The contractor's performance in terms of dollars collected for delinquent tickets is directly tied to their compensation, unlike ticket processing. The contractor incurs all costs of collection activity and is not paid unless its efforts result in collection.

AUDIT RECOMMENDATION:

DPW establish a methodology, which should include an automated evaluation component, to independently verify the validity of information contained in reports submitted by Lockheed in order to determine the reliability and accuracy of the data, and any other issues requiring management's immediate attention.

RESPONSE:

The draft audit report finds that there is no current independent automated methodology used to monitor the quality of services provided. Although admittedly not an independent source, the contractor provides regular automated reports, which contain objective data indicating the extent, for which various contract benchmarks have been met. The contractor has documented the methodology by which these reports are prepared. It is commonplace in comparable jurisdictions to utilize the contractor's automated reports to verify conformance with contract standards. Nevertheless, we acknowledge the value of independent verification, where applicable, and toward this end we will review potential applications of automated methodology.

AUDIT RECOMMENDATION:

DPW, in conjunction with the Office of the Chief Procurement Officer, should adequately plan, in advance, for the award of new contracts to avoid relying on costly short-term sole source emergency contracts.

RESPONSE:

OCP has put in place an effective process to monitor all agencies planning of new and recurring contract actions. However, there is the potential for the processing of new solicitations to extend beyond pre-established times frames. In the case of the subject procurement, planning and implementation began in excess of one year prior to bid opening. Unfortunately, various circumstances delayed the procurement, which included legal changes to the terms and conditions, operational changes to the scope of work, and identification of funding. Every effort was made by all parties to move this procurement forward as expeditiously as possible without sacrifice to the integrity of the process.

The audit report notes, that DPW paid $194,948 more by issuing emergency short-term sole source contracts. With regard to the supporting Table V titled "Analysis of the Cost Reimbursement Component Under the Expired and the Emergency Sole Source Contracts," the Auditor has provided no explanation of the method used to calculate the excess dollar amounts purportedly paid. However, from our review of the table's numbers, it appears that the Auditor have listed and prorated cost reimbursement ceiling amounts rather than actual expenditures. It is not meaningful to compare cost reimbursement ceilings for any given period, since ceilings only represent limits to authorized expenditures. In addition, the Auditor incorrectly attributes " the increase in the cost reimbursement component was due mainly to the noncompetitive "...procurement of supplemental workstations or printers, supplies and materials required to maintain equipment (printer ribbons, toner cartridges and paper for printers; special paper for printing reports and correspondence...;and diskettes for personal computers)" that were not apart of the original contract." A review of our records shows that a total of $175,428.04 was expended for contractor reimbursable expenditures during the short-term contracts, or approximately 50 percent of the authorized ceiling of $349,178. Of the expended amount, $173,674.11 was expended for postage and motor vehicle registration name and address acquisition fees and only $1,753.93 was spent for the procuring of equipment and supplies.

Based on actual invoices billed by the contractor, there is no factual evidence to support the Auditor's claim that "DPW's reliance on emergency short-term sole source contracts resulted in the District paying approximately $194,548 more for supplies and equipment that might otherwise had been procured at a lower cost under a long-term competitive contract." In fact, the ability to procure and maintain equipment and software as a cost reimbursement component of the contract has existed continuously since 1994 (bilateral modification number 7), and the pending contract for combined ticket processing and delinquent collection services contains language permitting, as reimbursable costs, equipment and other parts required to maintain equipment.

AUDIT RECOMMENDATION:

DPW, in future emergency procurements, comply with the provisions of 27 DCMR 1702.3, 1710.2, 1710.3 and 1710.4.

RESPONSE:

DPW and OCP did comply with the provisions of 27 DCMR 1702.3, 1710.2, 1710.3 and 1710.4. It was necessary for DPW and OCP to issue short-term emergency contracts to continue necessary government functions while a long-term contract underwent review for approval. It would not have been in the best interest of the District to discontinue ticket processing and collection services with the incumbent supplier, without the benefit of having a successor supplier in place. In addition, DPW did not have the financial resources, staff, or expertise to assume responsibility for this function internally.

AUDIT RECOMMENDATION:

The Chief Procurement Officer immediately issue policies and procedures to enforce the provisions of D.C. Code, Section 1-1181.5(d)(1) which prohibits any manager from authorizing quantum meruit payments for services provided by a contractor without the benefit of a valid written contract.

RESPONSE:

OCP and DPW concur with the Auditor's recommendation, and OCP has issued policies and procedures to enforce compliance with the provisions of D.C. Code, Section 1-1181.5(d)(1). A review of the contract files indicate that the contractor worked without a valid contract for three (3) days February 26, 27 and March 2, 1998. As stated by the Auditor, the period April 14, - May 5, 1998, was reviewed and approved by the Chief Procurement Officer on May 18, 1998. An oversight occurred for the three days that the supplier worked without a valid contract, a request will be made of the Chief Procurement Officer to ratify that oversight.

AUDIT RECOMMENDATION:

DPW immediately establish relevant, objective, verifiable performance measures to annually evaluate the delinquent ticket debt collection contractor's performance.

RESPONSE:

We find the audit recommendation to be constructive and we understand that staff from the Office of Finance and Treasury will be available to assist in this effort.

AUDIT RECOMMENDATION:

DPW require the delinquent ticket collection contractor to report to the District, at the end of each fiscal year, the number of uncollected tickets assigned to it during the fiscal year that will be carried over to the next fiscal year. The contractor's report must include an effective strategy for collecting revenue from most, if not all, of the tickets carried forward into the next fiscal year.

RESPONSE:

We agree that it would be reasonable to require the contractor to present an "action plan" for collecting on the older ticket population, and that collection strategies used for older tickets are often different than strategies used for newer tickets. We will request an action plan on an annual basis, along with statistics on tickets carried over from year to year.

A year-end report that provides statistics on carried-over tickets would be more meaningful if it focused on tickets that have had a reasonable collection activity period, such as 18 or 24 months. As tickets are assigned monthly throughout the year, collection rates on tickets which have not had the benefit of a full collections cycle will be much lower, on average, than tickets which have had this benefit.

AUDIT RECOMMENDATION:

DPW seek payment of $2,917 from Lockheed as a result of the contractor not meeting the GMRR for unidentified tickets in three assignments.

RESPONSE:

The audit report notes that the guaranteed minimum rate of recovery for collections (GMRR) as specified in the contract appears too low and does not provide sufficient incentive for the contractor to improve performance and increase the collection rate. While the contract does provide a minimum performance standard for recovery which provides for reimbursement by the contractor if not met, the substantial fee percentage which is payable to the contractor as a result of collections activity in the contingency-based contract is, in our view, a much stronger incentive. In fact, a disincentive would exist if the contractor fails to aggressively pursue outstanding collections within the parameters of the law.

As noted in the audit report, the GMRR is to be evaluated for each assignment 18 months from the assignment date. The audit report further notes that Lockheed did not meet the GMRR on three assignments (Table VII) and that there was no evidence of any analysis to determine whether the contractor achieved the GMRR on each assignment. In determining that the GMRR was not met on three assignments, the Auditor interpreted the GMRR as the minimum rate in effect at the time of assignment.

This interpretation differs from historical practice, and we believe that the Auditor's finding is erroneous. The District has long interpreted the GMRR as the minimum rate set forth in the contract at the end of the 18-month assignment period, and the contractor's reporting on compliance has been in accordance with this interpretation. If the GMRR for the three assignments were to be calculated on the basis of the minimum rate at the end of the assignment period, the contractor would have exceeded the minimum rate on each occasion.

The technical representative, including the three assignments noted reviews all GMRR reports submitted by the contractor. The contractor submits supporting documentation of the achievement of the reported rates and these rates are compared to those set forth in the contract. This comparison is self-evident and no separate written analysis is required to make this determination.

However, we agree that the GMRR is unrealistically low for identified tickets and has not served as an incentive in the contract. Accordingly, no provision for the GMRR has been made in the pending combined ticket processing and delinquent collections contract. In the present contract and in past contracts, the GMRR has not been established by the District, but rather has been proposed by offerors as part of the price bid. The minimum rate proposed has been a factor of corporate risk assessment.

RECOMMENDATION:

The District's Chief Financial Officer develop a strategy for collecting delinquent parking ticket revenue from tickets not successfully collected by the contractor over a two-year delinquent collection assignment period.

RESPONSE:

We appreciate the Auditor's recommendation with regard to aged uncollected tickets carried forward from one year to the next. However, as the Auditor have been made aware, there are limited options with respect to aged debt collection in an environment where no legal adverse actions may be taken, such as garnishment of wages or reporting of violators to credit bureaus. It has been our experience that tickets which have aged more than two years are less likely to be collected through current available options. It is our hope that the Auditor will support legislative action to enhance available collection options.

We welcome the Chief Financial Officer's participation in revenue collection opportunities. As the Auditor is aware, the delinquent ticket collections contract is a contingency-based contract which provides a strong incentive to perform.

The draft audit report correctly indicates that the pool of outstanding tickets continues to grow. There are various reasons for this occurrence:

1) The longer that ticket debt remains outstanding, the less likely it is that it will be collected, particularly in the absence of new enforcement mechanisms.

2) A majority of the tickets issued in the District are to out-of-state vehicles, and enforcement strategies available to promote payment are fewer and less effective than those available for District registrants.

3) A large number of ticket recipients cannot be located. Tags are readily transferred without registration hold for District tickets in other jurisdictions.

Therefore, it would appear to be prudent fiscal management, to write off ticket debts after a period of time so that an unrealistic financial picture is not presented.

We have looked at other options to collect outstanding ticket debt in the past, including the use of credit bureaus. Parking fines do not fall within the nature of accounts traditionally assigned to credit bureaus, since they are involuntary debt, and a court judgment has not been rendered. The companies we have contacted have seemed primarily interested in providing name and address location services, at a fee per transaction, or mailing a letter or series of letters at a fixed fee per letter. The alternative approaches often involve the expenditure of District funds up front with no revenue guarantee (the ticket collection contractor currently pays all costs associated with collection activity). Legal questions have been raised with respect to the District's ability to engage in agreements with credit bureaus for ticket debt collection without specific authorizing legislation.

Any company or entity which provides ticket collection services would be required to conduct a daily two-way interface with the ticket system in order to ensure the timely posting of payment information and other changes in ticket status to both systems. The current ticket collections contract also requires the contractor to assume responsibility for responding to telephone calls and correspondence directed to the telephone number and address indicated on the collections notice. The District does not have the requisite resources to assume these tasks under current funding levels.

In the current contract procurement, ticket collection services have been consolidated with ticket processing services. This is the prevailing arrangement in other comparable cities which contract for both services. The award recommendation currently undergoing review in the Office of Contracts and Procurement includes pricing for both services, and the contract provides that all assigned tickets will remain assigned for the term of the contract including any exercised option periods. Any revision to the assignment criteria contained in this pending contract may impact on the negotiated prices.

In conclusion to our response, we wish to summarize the main points as follows:

- We believe that the ticket processing contract and delinquent ticket collections contract are being effectively monitored and evaluated within existing resource constraints. We agree that the addition of resources and the ability to independently verify data would further increase monitoring effectiveness.

- We recommend an independent review of the contractor's processes and assistance in establishing appropriate automated methodology.

- Various circumstances delayed the procurement process and every effort was made to move the procurement forward as expeditiously as possible without sacrifice to the integrity of the process.

- We disagree that DPW's reliance on short-term contracts resulted in the District paying $194,548 more for supplies and equipment than might otherwise have been procured at a lower cost under a long-term competitive contract.

- We disagree that the decrease in the cost reimbursement authorized ceiling from the short-term contracts to the one-year contract suggests that short-term emergency sole source contracts may be used as a method of procuring equipment and supplies on a non-competitive basis.

- It was in the best interest of the District to issue short-term emergency contracts to continue necessary government functions while a long-term one-year contract underwent review for approval.

- The Office of Contracts and Procurement has issued policies and procedures to enforce compliance with the provisions of D.C. Code, Section 1-1181.5(d)(1) with respect to quantum meruit payments.

- We concur with the recommendation that relevant, objective, verifiable performance measures for delinquent collections be established for annual evaluation, and would welcome the assistance of the Office of Finance and Treasury in this effort.

- We agree that it would be reasonable to request contractor reporting on uncollected tickets carried forward from year to year; however, statistics would be more meaningful if it focuses on tickets which have had a full collections activity cycle.

- We disagree that Lockheed did not meet the Guaranteed Minimum Rate of Recovery (GMRR) in three assignments, and as a result owes the District $2,917. All GMRR reports are reviewed and no separate analysis is necessary to make the determination that minimum recovery rates were made.

- We agree with the recommendation that a strategy be developed for collecting delinquent ticket revenue from tickets not successfully collected by the contractor over a two-year assignment period, and welcome the participation of the Chief Financial Officer in revenue collection opportunities

In conclusion, we found the draft audit report to be useful in reviewing our current resources and approach to monitoring the ticket processing and ticket collections contracts. Thank you for the opportunity to comment.

Sincerely,

Art Lawson
Acting Director
Department of Public Works

Henry Lightfoot
Acting Director
Department of Motor Vehicles

cc: Anthony Williams
Mayor of the District of Columbia

Richard P. Fite
Chief Procurement Officer