



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
018:05:DCA:gk

**Letter Report: Sole Source Agreements Issued
by the Executive Office of the Mayor and
Office of the City Administrator Failed to
Comply with Procurement Law and Regulations**

June 3, 2005



Deborah K. Nichols
District of Columbia Auditor

018:05:DCA:gk

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

June 3, 2005

The Honorable Vincent Orange, Sr.
Chairperson, Committee on Government Operations
Council of the District of Columbia
1350 Pennsylvania Avenue, NW, Suite 108
Washington, D.C. 20005

Letter Report: Sole Source Contracts Awarded by the Executive Office of the Mayor and Office of the City Administrator

Dear Councilmember Orange:

Pursuant to your request of March 18, 2005, and the authority vested in the District of Columbia Auditor ("Auditor") by Section 455 of the District of Columbia Home Rule Act, as amended,¹ I am presenting my findings regarding sole source agreements issued by the Executive Office of the Mayor ("EOM"), including the Office of the City Administrator ("OCA"). Work concerning certain other contractors is ongoing and when completed a report of our findings will be submitted to you.

This letter report sets forth findings and recommendations regarding oral agreements and payments to Lily Hu/Lily Hu & Associates and Melinda Yee-Franklin/The Siena Group, both located in Oakland, California, and payments to Mr. Ira Sockowitz/the Phoenix Consulting Group for work performed on the Mayor's "trade mission" to China/Thailand on October 14 - 25, 2004. Also included in this report are findings regarding a sole source non-competitive contract awarded by the

¹ See the District of Columbia Home Rule Act, as amended, 87 Stat. 790, approved December 24, 1973, Pub. L. No. 93-198, section 455 (b), D.C. Official Code §1-204.55 (b): "The District of Columbia Auditor shall each year conduct a thorough audit of the accounts and operations of the government of the District in accordance with such principles and procedures and under such rules and regulations as he [she] may prescribe." See also, the District of Columbia Home Rule Act, as amended, Pub. L. No. 93-198, section 455 (c), D.C. Official Code §1-204.55 (c): "The Auditor shall have access to all books, accounts, records, reports, findings and all other things, or property belonging to or in use by any department, agency, or other instrumentality of the District government and necessary to facilitate the audit."

City Administrator (Mr. Robert C. Bobb) to Ms. Jane Brunner, a lawyer and member of the city council in Oakland, California.

On Friday, May 6, 2005, the District of Columbia Auditor and Legal Advisor to the Office of the District of Columbia Auditor met with the City Administrator to present the Auditor's findings regarding this examination and to obtain his views. On May 17, 2005, a draft of this letter report was submitted to Mayor Anthony A. Williams, the City Administrator, Ms. Sherryl Hobbs Newman, Secretary of the District of Columbia ("Secretary"), Mr. Herbert R. Tillery, Deputy Mayor for Operations and Interim Chief Procurement Officer ("CPO"), and Mr. Edward D. Reiskin, Deputy Mayor for Public Safety and Justice for their review and comments. Comments, which are appended in their entirety to this report, were received from the City Administrator and the Secretary on May 20, 2005. Where appropriate, changes were made to the report based on the comments received. Moreover, the comments did not result in any substantive changes in the Auditor's findings and recommendations.

This examination was conducted in accordance with generally accepted government auditing standards (GAGAS), effective January 1, 2004. Specifically, GAGAS states in relevant part the following:

The concept of accountability for public resources is key in our nation's governing process and a critical element for a healthy democracy. Legislators, government officials, and the public want to know whether government services are being provided efficiently, effectively, economically, and in compliance with laws and regulations. They also want to know whether government programs are achieving their objectives and desired outcome, and at what cost. Government managers are accountable to legislative bodies and the public for their activities and related results. [Auditor's Emphasis] Government auditing is a key element in fulfilling the government's duty to be accountable to the people . . . These standards are broad statements of auditors' responsibilities.²

Chapter 8 of GAGAS entitled, Reporting Standards for Performance Audits, states in relevant part the following:

Auditors should prepare audit reports communicating the results of each audit.

8.03 The form of the audit report should be appropriate for its intended use, but should be written or in some other retrievable form...However, regardless of form, audit reports should comply with all applicable reporting standards.

8.04 This standard is not intended to limit or prevent discussion of findings, judgments, conclusions, and recommendations with persons who have

²See Government Auditing Standards, 2003 Revision at 1.

responsibilities involving the area being audited. **On the contrary, such discussions are encouraged.**³ [Auditor's Emphasis]

³*Ibid.* at 99.

FINDINGS

I. Services Improperly Procured From Lily Hu/Lily Hu and Associates and Melinda Yee-Franklin/The Siena Group

The Auditor found that the EOM's transactions with Lily Hu/Lily Hu and Associates and Melinda Yee Franklin/The Siena Group appear to have been established at \$25,000 under a sole source non-competitive oral agreement. The Auditor has been unable to conclusively determine whether the \$25,000 arrangement included expenses incurred by the consultants in connection with their work or whether their expenses were paid separately by the District government. The Auditor found that the consultants were recommended to the Secretary by the City Administrator as individuals who were experienced and knowledgeable in planning and executing trade missions, and therefore could assist the Secretary with the China/Thailand "trade mission." The Auditor found no contract authorizing the work performed or payments made to these consultants. However, it appears that, beginning in late August 2004, the Office of the Secretary of the District of Columbia ("OSEC") attempted to put a contract in place to cover these services. For example, the Auditor found the following emails which contain relevant statements:

- An August 30, 2004 email from the OSEC to Lily Hu stating: "I need a proposal from you outlining what you are prepared to do. That will help me with getting a contract in place. Please include fees and deliverables"
- A September 3, 2004 email to Lilly Hu from the OSEC stating: "I hope to have the paperwork completed for the contract when you return. I need a few things from you and Melinda. Name, Address, Company/Individual Tax ID Number, Contact phone number and fax."
- An October 1, 2004 email from the OSEC to Lily Hu stating: "We are having problems with the contractThey need proposals from you outlining what you will do and the costs."
- Finally, an October 1, 2004 email from the OCP to the OSEC stating: "I still do not have proposals from the contractors I still do not have a clear understanding of what is already done and what still needs to be done. I need a payment scheduled [*sic*] from you that should be based on their proposal. I can't just say that they are going to be paid \$15,000 without specifying what actions have to be completed for payment, what each action that

generates a payment is worth etc. . . . In any case the contract will not start until the requisition is entered and approved in PASS.”

For reasons unexplained to the Auditor, a contract was not put into place before these individuals began work pursuant to the verbal agreement.

Although the Auditor was recently provided an example of a contract developed for consultants working on the China/Thailand “trade mission,” it was not executed by any of the parties. Nevertheless, the consultants began work without a valid written contract or an underlying purchase order encumbering funds to pay for services rendered. According to documentation provided by the EOM, the City Administrator authorized these individuals to begin rendering services to the District government based only on a verbal agreement. The Auditor found only an unsigned, undated document entitled, “Statement of Work,” (“SOW”) which described work to be performed. (See Appendix I for Statement of Work) No contract administrator or contracting officer was identified, no total cost, or payment terms and conditions were set forth in this document. The SOW indicated that the “contract” covered the period September 6, 2004 to November 1, 2004, however as previously noted, the consultants began work in August 2004.

Section 1006.1 of Title 27 of the District of Columbia Municipal Regulations (“DCMR”) states, in relevant part, the following: “The procurement business of the District shall be conducted in a manner above reproach and, except as authorized by law, with complete impartiality and with preferential treatment for none.”⁴ The District’s procurement law specifically and clearly states that: “. . . 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,” and further states that “[a]ny violation . . . shall be cause for termination of employment of the District employee.”⁵ Further, as stated in Chapter 10 of Title 27 of the DCMR, the contracting officer is the only District official authorized to sign contract documents and to contractually bind the District.⁶

The Auditor found that the EOM’s advance planning was inadequate regarding the type and potential sources of contractual services that would be needed to plan and execute the China/Thailand “trade mission.” Even though the decision was made in May 2004 to take the China/Thailand trip, it does not appear that any significant advance planning was undertaken. There

⁴See 27 DCMR § 1006.1 (2005).

⁵See D.C. Official Code § 2-301.05 (d)(2) (2004 Supp.).

⁶See specifically 27 DCMR § 1003.1 (2005).

was no apparent involvement of OCP or an authorized contracting officer in this transaction until several months later when a requisition was finally entered into the PASS system for OCP to process a procurement covering only \$15,000 of the \$25,000 verbal agreement with these consultants— well after they had begun rendering services.⁷ When OCP’s staff services were requested, their job was primarily to rectify a transaction that did not conform to procurement law or regulations from its inception. The device ultimately used by OCP to give these transactions the appearance of legitimacy (after the fact) was the preparation of a Determination and Findings (“D&F”) Statement for a Single Available Source procurement. (See Appendix IIA and IIB for Determination and Findings Statement) The process used by OCP did not comply with the spirit or intent of the procurement law and regulations.

In addition to the \$15,000 covered by the D&F created in early October 2004, the Auditor found that each of the consultants had submitted a \$10,000 invoice dated 9/30/2004, for services rendered without a contract. (See Appendix IIIA and IIIB for Consultants’ 9/30/04 invoices) These invoices did not detail the specific services rendered and could not be paid because there was no authorized contractual basis to justify and support any payments to these individuals. Further, no funds had been encumbered to pay for the services. Paying these invoices created significant problems in that the services were rendered on the basis of a prohibited verbal agreement, or without a valid written contract, and thus were an unauthorized commitment of the District government. The District’s procurement law specifically and clearly states that: “No District employee shall authorize payment for the value of supplies and services received without a valid written contract.”⁸ Thus, approval to pay the \$10,000 invoices first had to be obtained from the District’s Interim CPO through the ratification process.

The Auditor found that a nearly complete Ratification Request was submitted by the EOM and considered by OCP’s Ratification Request Committee on December 16, 2004. (See Appendix

⁷ Although the EOM states in comments to this report (at page 3) that: “A program analyst in the OCA entered a requisition in the computerized procurement system, PASS, for the projected costs of \$10,000 in FY 2004 for each of the consultants, OCP denied the requests in September 2004 on the ground that the consultants already had begun to provide services.” The EOM fails to state that the requisition was entered on September 20, 2004 and denied by an OCP contract specialist with the following comment: “. . . Contractor authorized to begin work by the City Administrator . . . [Auditor’s Emphasis] This documentation does not have any significant bearing on the Auditor’s findings except to the extent that it demonstrates the EOM’s lack of cooperation in timely providing all documentation relevant to this and other transactions presented in this report. Over a period of several months, the Auditor requested this kind of information from the EOM, however, this and some other information that should have been submitted previously is now being made available.

⁸ See D.C. Official Code § 2-301.05 (d)(1)(2004 Supp.).

IV for Ratification Request⁹) Until a complete ratification request was submitted by the EOM, the Ratification Review Committee could not render a decision and the Interim CPO could not approve payments to the consultants. In comments to this report, the EOM states that: "In November 2004, the analyst submitted a ratification package to OCP to justify the FY 2004 costs of \$10,000 each. A ratification hearing was held on December 16, 2004, and a conditional approval was granted, pending additional documentation." The Auditor found that the "conditional approval" granted by OCP's Ratification Request Committee specifically did not authorize EOM to make any payments to the consultants. In fact, the December 16, 2004 Ratification Request Committee Recommendation Form, which recommended conditional approval, clearly and unequivocally states: "Please note that payment is not authorized until the Committee has received the requested changes, and an approval letter has been issued by the Chief Procurement Officer."[Auditor's Emphasis] Contrary to this directive, the Auditor found that \$10,000 payments were improperly processed through the District's financial system by direct payment on December 14, 2004 and \$10,000 checks were issued on December 16, 2004. (See Appendix V for \$10,000 Payments Issued to Lily Hu and Melinda Yee-Franklin) The processing of these payments preceded the Ratification Request Committee's December 16, 2004 meeting and the Interim CPO's January 6, 2005 authorization to pay the invoices. (See Appendix VIA and VIB for Memorandum from Chief Procurement Officer).

Payments to the consultants, particularly through the direct payment process before approval of the ratification request by the CPO, were highly improper. These payments circumvented the ratification process and may have escaped OCP's knowledge. Further, they violated policies issued by the Chief Financial Officer ("CFO") of the District of Columbia regarding the use of the direct payment process. Specifically, the CFO's Resource Management Guidance No. 96-02 states, in relevant part, the following:

All expenditures, with the exception of the items listed below, shall first be obligated in the District's Financial Management System (FMS) before being vouchered and paid.

...This requirement applies to all kinds of payments that are based on regulations, single source procurement, mutual written agreement, etc....

The following types of expenditures are excluded from the requirement that all expenditures shall first be obligated in FMS because the payees cannot be determined in advance or because their nature does not lend itself to prior obligation.

1. Settlement and judgement transactions...;
2. Payments for court orders that specify vendor and amount due or payments for court orders that identify a class of vendors and the types of payments;

⁹ A separate identical ratification request was submitted for Melinda Yee-Franklin.

3. Payments to receivers appointed by the Court for bank accounts controlled or monitored by the Courts and any associated fines;
4. Court ordered fines;
5. Benefit payments for employees;
6. Workers' Compensation and unemployment benefits;
7. Medical payments for victims of assault crimes;
8. Health benefit insurance payments pursuant to D.C. Law 8-196;
9. Medical payments for disability;
10. Payment for Public Defenders;
11. Employee reimbursement;
12. Expenses of volunteers;
13. Jury duty and court witness fees;
14. Payments for employee travel reimbursement and employee training;
15. Payments for Stipends;
16. Compensation related to the Criminal Justice Act;
17. Payroll withholding;
18. Debt Service;
19. Membership dues;
20. Advertising of \$250 or less;
21. Funeral expenses.

The \$10,000 payments made to Lily Hu/Lily Hu Associates and Melinda Yee-Franklin/The Siena Group through the direct payment process did not qualify as one of the exceptions listed above. Transactions such as these are examples of how the direct payment process is misused to circumvent internal controls and other legal and regulatory requirements.

II. Services Improperly Procured From the Phoenix Consulting Group/ Ira Sockowitz

The Phoenix Consulting Group/Ira Sockowitz was issued three purchase orders during fiscal year 2004 (on 9/2/2004, 9/28/2004, and 10/8/2004) totaling \$26,500 to perform services in connection with the Mayor's "trade mission" to China/Thailand. The Auditor found that the purchase orders issued to the Phoenix Consulting Group and the SOW were considered contracts. In fact, there was no contract setting forth the scope of work with regard to consulting services, total cost, payment terms and conditions, contract administrator, or contracting officer. The purchase orders were simply underlying financial instruments used to encumber, or set aside, funds to cover the cost of services. In the absence of a valid written contract, the total projected cost of these services were split to avoid the \$25,000 threshold which required at least three written quotations from other vendors. The Auditor found no proposal from the contractor outlining tasks and their projected costs, and no D&F Statement justifying the award of sole source non-competitive work to this contractor. The practice used to procure these services failed to meet the spirit, intent, and requirements of the District's procurement law and regulations.

The Auditor also found that the SOW developed for the services of Lily Hu and Melinda Yee-Franklin was nearly identical to the SOW used to support payments made to the Phoenix Consulting Group. (See Appendix VIIA and VIIB for the Phoenix Consulting Group's SOW) However, the Phoenix Consulting Group's SOW included the following additional tasks:

The consultant will assist in the coordination of the various entities that are engaged in the planning, logistics, and executing activities of this mission...The consultant will use their best efforts to assist the Secretary of the District with the oversight of all parties engaged in preparing the documentation and work product to be used on this mission...This includes authentication of work done by contractors to this mission.

The Auditor also found that the \$9,900 requisition (RQ166471) and purchase order (PO133007) created for Phoenix stated: "Purchase order for oversight work of other consultants for China trip." The SOW was unsigned, undated with no contract administrator or contracting officer identified, and no payment terms and conditions set forth therein.

In addition to the three purchase orders noted above, EOM issued the Phoenix Consulting Group a \$75,000 purchase order on October 22, 2004 for consulting services. The work to be performed appears to have been related to the Executive Branch's "war room," baseball legislative strategy, and other priorities handled through "the war room." The contractor was paid the entire \$75,000 through three checks as follows: \$45,000 by check dated November 26, 2004, \$15,000 by check dated December 21, 2004, and \$15,000 by check dated February 3, 2005. All invoices for payment were approved by the Mayor's Chief of Staff.¹⁰ In April 2005, the City Administrator stated that: "OCP has advised me that a D&F Statement was not required for the purchase order awarded to Phoenix Consulting Group (PO134886) as the contract was competitively bid."¹¹ The Auditor found this statement to be inaccurate in that contract records do not demonstrate that a credible competitive process was used to obtain these services.

The Auditor again found that this contract was awarded under a competitive practice that failed to meet the spirit, intent, and requirements of the District's procurement law and regulations. The record provided for the Auditor's review indicated that on October 18, 2004, OCP received information from at least two individuals and a proposal from a third. There was no evidence that the Phoenix Consulting Group submitted a written proposal in response to OCP's solicitation. In

¹⁰Ms. Alfreda Davis was the Mayor's Chief of Staff approving these payments.

¹¹See Letter dated April 6, 2005 to Councilmember Vincent B. Orange, Sr., Chairman, Committee on Government Operations, from Robert C. Bobb, City Administrator.

fact, an October 14, 2004 email from an Executive Assistant in the EOM to an OCP employee indicates that a decision had already been made to hire the Phoenix Consulting Group at that time. The October 14, 2004, email message stated: “. . . I have enclosed the Statement of Work for Phoenix Consulting for the “War Room” functions.” This appears to have been the same SOW used by OCP to subsequently solicit bids from other individuals and companies.

The record of this competitive process failed to demonstrate that any credible level of competition was sought in the award of the \$75,000 contract to the Phoenix Consulting Group. Instead, it demonstrated that Phoenix Consulting Group had already been selected before the so-called “competitive procurement process” was even initiated.

III. Services Improperly Procured From Jane Brunner

Ms. Jane Brunner, a resident of Oakland, California, was also identified by the City Administrator as a person qualified and experienced to provide contractual services to the Department of Employment Services (“DOES”).¹² (See Appendix VIII) In early June 2004, a sole source non-competitive contract, with an option to extend the contract for one year, was awarded to Ms. Brunner by the City Administrator. (See Appendix IX for copy of Brunner contract). The contractor was to perform work ostensibly for DOES. The scope of work under the contract required Ms. Brunner to establish and implement an overall strategy for meeting the Mayor’s objectives of increasing the number of pre-apprenticeship and apprenticeship opportunities available to District of Columbia residents and enlarging the universe of qualified apprenticeship applicants in the District. The contract was not to exceed \$90,000. The hourly rate established under the contract was \$185 per hour plus expenses. It was expected that Ms. Brunner would bill the District as much as \$7,500 per month during the one-year contract period. (See Appendix X)

A March 29, 2005 requisition for \$25,000, which was created for Ms. Jane Brunner by the OCA, states: “Statement of work and sole source justification is attached...See contract file for price analysis and Statement of Work. The rates for these services were compared to similar prices for labor category and labor rates on various schedules. The prices offered by this contractor is [*sic*] deemed fair and reasonable when compared to these schedules.” (See Appendix XI for RQ185555) The EOM and OCP have withheld or failed to provide the Auditor any evidence of a price comparison, price analysis, market survey, or a sole source D&F Statement for the Brunner contract.

¹²Ms. Jane Brunner is Vice Mayor of Oakland and a member of the Oakland City Council representing District 1. Ms. Brunner is also an attorney specializing in employment issues with the Oakland based firm Siegel & Yee.

The Auditor found that this procurement was not initially handled by the OCP and did not comply with applicable policies and procedures set forth in the District's procurement law and regulations. The contract was not executed on behalf of the District by a contracting officer delegated the necessary written contracting authority to bind the District. The Auditor found that the City Administrator's contracting authority is limited to \$25,000 and the City Administrator's Chief of Staff, who signed on behalf of the City Administrator, had no contracting authority. (See Appendix XII for Delegation of Contracting Authority to the City Administrator, which was provided to the Auditor by the Office of the City Administrator) Moreover, it appears that neither of these individuals sought to determine whether they possessed sufficient contracting authority to execute a \$90,000 contract on behalf of the District of Columbia government. As previously noted, the Auditor has seen no evidence that either a market survey or a price analysis was performed to determine whether the \$185 hourly rate established for work under this contract was fair and reasonable.¹³ Further, no D&F Statement was prepared to justify a sole source or single available source non-competitive contract award to Ms. Brunner as required by Title 27 of the DCMR.¹⁴

In July 2004, Jane Brunner began submitting invoices that included charges for work related to the development and negotiation of a project labor agreement ("PLA"). This work appeared to be well outside the scope of Ms. Brunner's contract to establish an overall strategy for meeting the Mayor's objectives of increasing the number of pre-apprenticeship and apprenticeship opportunities available to District of Columbia residents and enlarging the universe of qualified apprenticeship applicants in the District. The development and negotiation of a PLA appears to be in connection with the baseball stadium construction project and as such would not involve DOES. The Auditor has been advised that DOES would not be a party to a PLA applicable to the baseball stadium construction project. Although the PLA may include some requirements regarding apprenticeship programs, it is unrelated to the scope of services set forth in the Brunner contract.

As of May 9, 2005, DOES had paid Ms. Brunner approximately \$8,667 for work performed between June 2004 and September 2004. In March 2005, a Memorandum of Understanding ("MOU") was prepared for execution by and between the OCA and the DOES Director. (See Appendix XIII A and XIII B for copy of the MOU provided by the OCA on April 27, 2005 and a copy of the MOU provided by DOES on May 16, 2005) This MOU was developed to enable DOES to transfer funds to the OCA "to underwrite the services of Jane Brunner." On March 22, 2005, this undated MOU was signed only by the Director of DOES, and was accompanied by an Intra-District

¹³See 27 DCMR § 1705 generally; see 27 DCMR § 1705.2 (h) (2005).

¹⁴See 27 DCMR § 1206 generally; see 27 DCMR § 1705.1 (2005).

Request Form executed by DOES's CFO for the transfer of \$60,000 to the OCA. The Auditor's review revealed that only \$25,000 of the \$60,000 transfer had actually been encumbered by the OCA. Moreover, as of May 9, 2005, there was no evidence available to the Auditor that these funds had been used to pay approximately \$29,000 in outstanding invoices submitted by Ms. Brunner principally for work related to the PLA. If paid, the Auditor was not provided any documentation regarding payments made to the contractor in fiscal year 2005. The Auditor further notes that, although this contract ostensibly involves services to be provided to DOES, DOES was not the party executing the contract, the contract does not designate a DOES employee or official as the contract's administrator, and by transferring funds to underwrite the cost of the Brunner work DOES has further distanced itself from this transaction.¹⁵ Subsequent to the release of this report to the EOM for review and comment, the Auditor was provided documentation indicating that on April 19, 2005 the EOM submitted a ratification request to OCP to approve \$28,517 in payments to this vendor. The reason given as to why the procurement action was not authorized states, in relevant part, the following:

Due to miscommunication between the DOES and the Office of the City Administrator, a purchase order request was not initiated in FY 2005. A purchase order was immediately initiated in March 2005 once OCA staff realized that a valid purchase order did not exist.¹⁶

SUMMARY OF DEFICIENCIES

Section 1800.1 of the District Personnel Manual ("DPM") states that "Employees of the District government shall at all times maintain a high level of ethical conduct in connection with the performance of official duties, and shall refrain from taking, ordering, or participating in any official action which would adversely affect the confidence of the public in the integrity of the District government."¹⁷ Further, Section 1800.2 of the DPM states that: "The maintenance of unusually high standards of honesty, integrity, impartiality, and conduct by employees is essential to assure the

¹⁵Moreover, questions should be raised regarding whether this is an improper reprogramming of funds, under the guise of an MOU, and DOES's transfer of appropriated funds for work under a contract that DOES is not managing or administering.

¹⁶See Agency Director Ratification Request and Certification (for Jane Bruener in amount of \$28,517.19), signed by Dana Bryson, OCA Chief of Staff dated April 5, 2005 at 2.

¹⁷See D.C. Official Code § 1-618.01 (a) which states: "Each employee of the District government must at all times maintain a high level of ethical conduct in connection with the performance of official duties, and shall refrain from taking, ordering, or participating in any official action which would adversely affect the confidence of the public in the integrity of the District government."

proper performance of government business and the maintenance of confidence by citizens in their government.” The transactions discussed above undermine these basic policies and principles.

The Auditor’s review revealed that the deviations noted in this report occurred, in part, due to the following reasons:

- failure to conduct advanced planning for known projects and procurement requirements;
- failure to involve the OCP and to properly use the procurement process to effectuate the transactions discussed in this report;
- for the majority of transactions, the use of inexperienced staff in the OCA, specifically, and EOM, generally, who apparently lacked adequate, if any, procurement training, experience, and knowledge of procurement law, regulations, and procedures necessary to correctly carry out procurement transactions;
- inadequate or nonexistent internal controls, circumvention of internal controls that were in place, and official flouting of procurement law, regulations, and ethical standards;
- EOM and OCA staff’s failure to maintain complete, credible, and comprehensible records regarding services contracted;
- inappropriate decision-making by staff of the OCA, OCP, CFO and EOM in response to apparent pressure from upper management in the OCA to accomplish certain objectives; and
- management’s failure to give clear directions and sufficient information to employees assigned responsibility for carrying out tasks related to these transactions.

RECOMMENDATIONS

1. Amend OCP’s authorizing legislation to make it truly an “independent” agency free from any pressure or constraints of the EOM and OCA;
2. Ensure that all delegations of authority are in writing and comply with 27 DCMR §1004;

3. Enforce procurement training of agency employees and the need for specialized and additional training for agency personnel, including non-procurement personnel who process procurements through the PASS system;
4. Require OCP to manage and process procurement requests and resulting contracts for the EOM and OCA to ensure compliance with the Procurement Practices Act of 1985, as amended, and procurement regulations. Implementation of this recommendation should assist these offices in avoiding the appearance of impropriety and ensure that their procurement and contracting actions comply with applicable laws, are exemplary, and adhere to the highest standards of public trust; and
5. Enforce provisions of procurement law that require disciplinary actions, including termination, for failure to follow proper procedures.

CONCLUSION

The Auditor's review of sole source agreements issued to four individuals by the Executive Office of the Mayor and Office of the City Administrator revealed a failure to follow sound procurement policies and procedures and to comply with the spirit, intent, and letter of the Procurement Practices Act of 1985, as amended, and procurement regulations. Moreover, public officials entrusted with responsibilities to ensure that public funds are used efficiently, effectively, economically, and in a way that complies with applicable laws and regulations did not adequately discharge these critical obligations. The transactions examined in this report reflected management behaviors that did not conform to the high ethical and professional standards expected of government officials and employees in the performance of their official duties. The District's procurement regulations state: "The procurement business of the District shall be conducted in a manner above reproach and, except as authorized by law, with complete impartiality and with preferential treatment for none."

The City Administrator's action of identifying friends and associates, principally from Oakland, California, for non-competitive, sole source "deals" with the District government resulted in transactions that were not: above reproach, "arms length," completely impartial, and free from the appearance of preferential treatment. The manner in which the Hu, Yee-Franklin, and Brunner transactions were handled increased the risk of fraud, waste, and abuse of District government resources. These transactions, or business opportunities, were not publicly disclosed or subjected to a credible competitive procurement process. The transactions examined by the Auditor were

financed with public funds, and thus should not escape or be exempt from public scrutiny and complete accountability.

The Auditor found that the OCA bypassed OCP in the initial phases of the Hu, Yee- Franklin, and Brunner transactions. Further, authorizing vendors to begin performing services without a contract is prohibited by District law. Any District employee who enters into an oral agreement with a vendor to provide goods or services should be subjected to appropriate disciplinary action. To the Auditor's knowledge, no District employee in the OCA or EOM has been properly held accountable for entering into oral agreements with Yee-Franklin and Hu or the improperly awarded \$90,000 contract with Jane Brunner. This Brunner contract exceeded the City Administrator's \$25,000 delegation of contracting authority by \$65,000 and was improperly executed (signed) on behalf of the City Administrator by his then-chief of staff who lacked any duly delegated contracting authority.

Title 27, Chapter 10, Section 1004 of the District's procurement regulations set forth the guidelines and procedures for delegating contracting authority and requires an agency head to use the system established by the CPO and criteria set forth in the procurement regulations to delegate, modify, and terminate contracting authority. Essentially, the regulations require all delegations, modifications, and terminations of contracting authority to be in writing. The current City Administrator, in comments submitted to the Auditor, suggests that verbal delegations of contracting authority should be a legitimate and acceptable method of conveying this authority.¹⁸ In fact, oral delegations of contracting authority are a high risk, imprudent deviation from best practices and longstanding rules in this area.

The Auditor found a lack of employees within the OCA and EOM with critical skill sets and professional acumen necessary to guide, support, and aid officials and managers in both offices in complying with applicable rules, regulations and laws pertaining to finance and procurement. Inexperience and lack of knowledge has played a significant role in giving rise to these and other deviations from applicable laws, rules, regulations, and standards of public stewardship within the executive branch. The poor example set by this shortcoming is conveyed to and is evident within many other agencies and offices of the District government. The transactions reviewed by the Auditor for this report were indicative of management pressures and lapses that resulted in inadequate separation of duties, irregular procurement and financial transactions, inadequate management oversight, decision-making lacking transparency, and a lack of honest, straightforward and complete disclosure of public information. The weaknesses discussed in this report are

¹⁸See letter dated May 20, 2005 from Robert C. Bobb, City Administrator and Sherryl Hobbs Newman, Secretary, District of Columbia to Deborah K. Nichols, District of Columbia Auditor at 2.

acknowledged longstanding deficiencies.¹⁹ For example, the Center for Innovation and Reform, which is within the OCA, Executive Office of the Mayor, issued a report on procurement and contracting on September 30, 2004 in which it states:

Key process partners must understand their roles and responsibilities and be equipped to perform their duties. This applies to OCP and agency staff. The agency employees tasked to prepare SOWs (statements of work) and serve as COTRs (contracting officers technical assistants) need to understand their responsibilities and the people who assign them need to take their roles seriously. [Auditor's Emphasis] Additionally, procurement staff needs to understand their duties, the regulations, and the law and be able to provide clear, consistent guidance to customers.²⁰

The Auditor's examination revealed that over the years the Procurement Practices Act of 1985 has been amended to increase the small purchase ceiling from \$10,000 to \$100,000, however, the small purchase procurement regulations generally have not kept pace with changes in the District's procurement law and the implementation of PASS.²¹ The Auditor further found that increasing the small purchase ceiling has paved the way for the award of single available source and sole source non-competitive agreements of as much as \$100,000 each under questionable and widely varied interpretations of the procurement regulations. Moreover, current sole source contracting policies and procedures lack controls designed to minimize, if not eliminate, the potential cost, misuse, and abuse of the \$100,000 small purchase ceiling, especially in the award of consulting and personal services contracts.

The Center for Innovation and Reform, in its September 30, 2004 report on procurement and contracting, also stated:²²

¹⁹ See Office of the Inspector General, Management Implication Report (MIR 02-A-01), dated September 26, 2002. The report issued by the Office of the Inspector General examined consistent and pervasive problems that audits have disclosed concerning the District's procurement practices. See also Office of the Inspector General Report, "Audit of the Office of Contracting and Procurement Training Program," June 28, 2002; and see Office of the Inspector General, "Audit of Contracting Actions for the District's Administrative Services Modernization Program," dated May 3, 2005.

²⁰ See Center for Innovation and Reform (CIR) Government of the District of Columbia, Office of the City Administrator, Executive Office of the Mayor, "Contracting and Procurement Continuous Improvement Initiative, Recommendations for Reform," dated September 30, 2004, at 8.

²¹ The Metropolitan Police Department's Small Purchase ceiling was increased to \$500,000. See Chapter 18 of Title 27 of the DCMR.

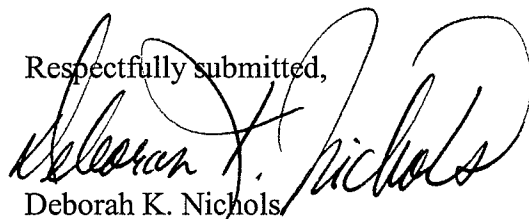
²² See Center for Innovation and Reform (CIR) Government of the District of Columbia, Office of the City Administrator, Executive Office of the Mayor, "Contracting and Procurement Continuous Improvement Initiative, Recommendations for Reform," dated September 30, 2004.

Customers and OCP staff report a lack of consistency in how work is done. This in part is due to a lack of written guidance. There has been no comprehensive revision to 27 DCMR...since 1988. Updates to the regulations and policy directives are distributed but not incorporated into 27 DCMR, the Procurement Practices Act, and Mayoral Orders. A policy and procedures document and/or sops could provide this integration of information. Finally, the regulations, policies, and contractual documents do not reflect state-of-the-art procurement practices.

With the introduction of the new PASS system, the position has been adopted by OCP contracting officers and other procurement and program managers and staff that a statement of work coupled with an approved purchase order are all that is required to award a sole source or single available source non-competitive consulting contract up to \$100,000. The use of purchase orders as an offer by the District to buy "certain ... services, or other items from commercial sources, upon specified terms and conditions has been extended to non-competitive sole source consulting and personal services contracts. No longer is a written contract executed by a District contracting officer and the contractor required for non-competitive sole source or single available source transactions up to \$100,000. There is presently only one potential control on the proliferation and abuse of these contracting methods, and that control is the amount of budget authority available to the agency.

It is evident that the EOM has not learned any lessons from past procurement debacles involving the misuse and mismanagement of purchase cards, poor oversight, and lack of accountability for District owned and leased real estate, real estate purchase, mismanagement of the procurement of services for renovation projects and their costs while under the supervision and control of the Office of Property Management, and the longstanding mismanagement of the District's procurement and contracting function and responsibilities. This and other examinations have repeatedly revealed that there have been no discernible improvements in the integrity of the District's procurement and contracting operations.

Respectfully submitted,

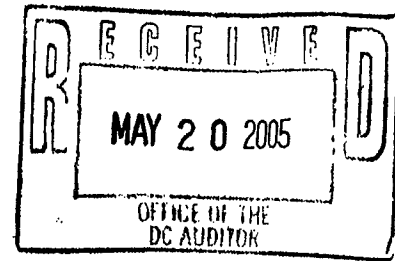
A large, stylized handwritten signature in black ink, appearing to read "Deborah K. Nichols".

Deborah K. Nichols

District of Columbia Auditor

AGENCY COMMENTS

GOVERNMENT OF THE DISTRICT OF COLUMBIA
EXECUTIVE OFFICE OF THE MAYOR



Office of the City Administrator

May 20, 2005

BY HARD COPY, FAX AND E-MAIL

Deborah K. Nichols
District of Columbia Auditor
717-14th St., N.W., Suite 900
Washington, D.C. 20005
FAX 202-724-8814
deborah.nichols@dc.gov

Re: Draft Auditor's Report re Contracts in EOM

Dear Ms. Nichols:

On behalf of the Executive Office of the Mayor, we are pleased to respond to your letters dated May 17, 2005, addressed to the City Administrator and the Secretary of the District of Columbia government, and in each case enclosing a draft report concerning contracts awarded by the Executive Office of the Mayor (the "EOM") and the Office of the City Administrator (the "OCA"). Speaking on behalf of the constituent units within the EOM, including for this purpose the OCA, we welcome the opportunity to respond to the draft report.

At the outset, we wish to reiterate the Mayor's public expression of disapproval that you chose to present your allegations of impropriety to the Council's Committee on Government Operations in the first instance on May 9, 2005, without advance notice to the Executive Branch of your intent to testify and in disregard of settled rules of procedure in conducting the auditing function. We remain of the view that you first should have presented a draft written report to the persons alleged to have acted improperly, so that they might have an opportunity to comment on the allegations, to correct factual errors, and to prepare a timely and effective response. Testifying in public first and then providing a confidential draft report for review and comment is not in keeping with the best practices of those who perform the auditor's function.

We also wish to note at the outset that neither your testimony before the Council Committee nor your draft written report establishes any waste, fraud, or abuse on the part of the contracting process as administered in the EOM. In each instance that you have discussed, the contractor provided good value to the government at competitive rates. In the main, we submit, you have uncovered a handful of instances of technical noncompliance with the procurement rules.

Jane Brunner

Ms. Brunner has a demonstrated expertise in the field of employment policy. In March 2004, the Department of Employment Services ("DOES") met with Ms. Brunner, was impressed with her background and experience, and began to prepare a statement of work to enlist her services in developing strategies to increase the number of District residents employed as apprentices. In April 2004, after the City Administrator was advised of DOES' interest in retaining Ms. Brunner, he authorized a program analyst in the OCA to assist DOES in the effort by finalizing her statement of work and developing an accompanying contract. The then chief of staff in the OCA approved the documentation in June 2004. On June 4, 2004, the OCA sent copies of the statement of work and contract to DOES so that that agency could initiate a requisition.

The contract signed with Ms. Brunner provided that the District would pay her up to \$30,000 in FY 2004 and \$60,000 in FY 2005. In fact, DOES encumbered less than \$10,000 in FY 2004, and for work done in that FY, Ms. Brunner was paid less than \$9,000 on the basis of a purchase order issued by OCP, valid from September 1 through September 30, 2004, the end of FY 2004.

Ms. Brunner continued to provide services from October 2004 through March 2005. We acknowledge that a valid purchase order was not in place during this period. In March 2005, the OCA became aware that DOES had failed to request the issuance of a new purchase order for FY 2005. Several steps were taken to rectify this situation. First, DOES transferred \$60,000 to the OCA to provide FY 2005 funding for the consultant's services. Second, the OCA submitted a ratification request to OCP in the amount of \$28,517.19 in payment for services rendered without a purchase order. The ratification hearing for this request is scheduled for May 25, 2005. Finally, OCP executed a purchase order on March 30, 2005 in the amount of \$25,000 for services to be performed from April 2005 to September 2005.

As for your comment that no D&F was prepared for Ms. Brunner's consultancy work (Rept. at 6), OCP informed the OCA that a D&F statement was not needed in FY 2004, because the purchase order that ultimately was issued amounted to less than \$10,000.

Also, you state that only \$25,000 of a \$60,000 MOU has been transferred from DOES to the OCA (Rept. at 7). This is incorrect. The full \$60,000 has been transferred, although only \$25,000 has been encumbered on a purchase order.

Again, we acknowledge that the OCA made technical errors in procuring Ms. Brunner's consulting services. The chief of staff did not have the requisite written authorization to sign the contract with Ms. Brunner, although he had the City Administrator's oral authority to do so. OCA staff proceeded on the assumption that OCP would review and approve the Brunner contract because the OCA had sent it to DOES in order to create a requisition that eventually would require OCP approval. Because DOES was funding the request, the OCA left it to that agency to work with OCP to finalize this action. In hindsight, the OCA should have taken a more proactive stance to ensure that DOES and OCP would interact correctly in FY 2004 and 2005. In addition, Ms. Brunner should not have worked in FY 2005 without a purchase order. However, once the OCA became aware of the procurement issues, the office took steps immediately to rectify the situation.

We also take issue with your assertion that staff responded to "apparent pressure from upper management to accomplish certain objectives" (Rept. at 8). No evidence of such "pressure" is presented in your factual findings. We ask: Which "upper management"? Which contracts? Who was pressured? What did the "pressure" consist of? Was the pressure proper or legitimate? It is impossible to address such issues without such basic information.

That said, we acknowledge that your survey has uncovered instances in which EOM personnel acted inconsistently with pertinent requirements of the District government's procurement statutes and rules. We have learned from this experience that we must take greater care to adhere to the requirements of the procurement law and to reform our internal processes accordingly.

We will now address in turn each of the contracts that you have discussed in your draft report.

Lily Hu and Melinda Yee Franklin

In mid-2004, the Secretary asked the OCA to assist in finding outside contractors who could work with the Secretary's office in planning the Mayor's trade mission to China and Thailand. The Secretary also requested that the OCA identify funding to support contracts for Ms. Lily Hu and Ms. Melinda Yee-Franklin, whom we had identified as knowledgeable consultants. Work with the consultants began on August 27, 2004, not August 6, as stated in your report (Rept. at 3).

A program analyst in the OCA entered requisitions in the computerized procurement system, PASS, for the projected costs of \$10,000 in FY 2004 for each of the two consultants. OCP denied the requests in September 2004, on the ground that the consultants already had begun to provide services. (Your statement that OCP did not become involved in this matter until October 2004, Rept. at 3, is incorrect.) In early October 2004, the OCA analyst entered requisitions in PASS for the FY 2005 costs, amounting to \$15,000 for each of the two contractors. After D&F's were prepared for these contracts, OCP promptly approved these requests. Although it is correct that e-mail traffic early on October 1, 2004 reflects uncertainty whether the Secretary could proceed with the two consultants, by midday on that date OCP was in position to advise that it could issue a purchase order with EOM's certificate of funding, a D&F sole-source justification, and a statement of work (M. Robinson 10/1/04 e-mail to S. Newman at 11:59 am).

In November 2004, the analyst submitted a ratification package to OCP to justify the FY 2004 costs of \$10,000 each. A ratification hearing was held on December 16, 2004, and a conditional approval was granted, pending additional documentation. On January 6, 2005, OCP received the additional documentation, approved the ratification request, and authorized payment in the amount of \$10,000 to each consultant.

You state that you found no executed contracts for the two consultants. The OCA was advised that statements of work and purchase orders for the consultants would constitute the required documents. OCP has confirmed that for small purchases, under the \$100,000 threshold for most District government agencies (including the EOM and the OCA), a purchase order is deemed a form of contract.

We acknowledge that the OCA made technical errors in relation to procuring the services of the two consultants. Specifically, the consultants began work without authorized purchase orders. The OCA rectified this problem by submitting a ratification request, which OCP approved. In support of that ratification, the EOM submitted biographical data for each of the two consultants that amply demonstrated their qualifications. The total amount subject to ratification came to \$10,000 for each of the two contractors. In addition, OFRM processed the ratification payments before the Chief Procurement Officer approved the payments.

Ira Sockowitz/Phoenix Consulting

Ira Sockowitz has served the District government ably as a consultant, including the planning and coordination of the Mayor's trade mission to Asia in October 2004. Mr. Sockowitz previously had assisted the District government in planning for a similar but less complex mission to Brussels, Belgium in the summer of 2003. He had gained considerable experience in such planning when he worked for the late Ronald Brown, Secretary of Commerce in the Clinton Administration.

After the successful experience with the Brussels trip, the District's Secretary enlisted Mr. Sockowitz to assist again, this time on the Mayor's trade mission to China and Thailand. Mr. Sockowitz assisted in making introductory contacts with Chinese officials, in dealing with the Chinese Embassy here in Washington, and in undertaking other preplanning functions. These preplanning tasks amounted to \$2500 and were covered by purchase orders issued on September 2, 2004.

You suggest alternatively – and somewhat inconsistently – that Mr. Sockowitz was retained to supervise Ms. Hu and Ms. Yee Franklin, or that he was duplicating the work that they performed. Neither statement is correct. All three consultants undertook specific assignments and areas of responsibility based on the overall needs outlined in the statement of work. Mr. Sockowitz coordinated the consultants' efforts. He did not function as a supervisor for Ms. Hu or Ms. Yee Franklin, nor did he oversee their work. Because the three consultants were functioning as a team on a common project, because time was pressing, and because OCP agreed that the consultants could share common statements of work, they did so.

The Secretary developed three purchase orders for Mr. Sockowitz. Contrary to your allegation, these orders were not arbitrarily divided in order to circumvent a \$25,000 limit on contracting authority. The first purchase order, totaling \$2500, was issued for planning activities. The second, for the advance trip to China, totaled \$9900. Both of these purchase orders fell in FY 2004. The third purchase order – for the trip itself – fell in FY 2005. The third was placed at \$15,000, but was reduced to \$7500 because it was ultimately determined that Mr. Sockowitz would not accompany the delegation on the trade mission. The first and second purchase orders were required to be handled separately from the third because they related to FY 2004, whereas the third related to FY 2005. The three purchase orders came to \$19,900 – below the \$25,000 limit. Hence, the division of purchase orders was occasioned by the fact that the services in question straddled two Fiscal Years, not because of concern for the \$25,000 limit.

* * * * *

Because we disagree with many of the factual assertions in your draft report, we likewise disagree with your findings and recommendations set forth at the end of the report. Even if your individual findings were correct – which, in many instances, they are not – they would not warrant the sweeping indictment that you have presented at the end of your draft report.

In particular, we dispute the need to transform the OCP into an independent agency. The issues you have raised do not present questions of EOM senior management's seeking to coerce or distort the judgment of contracting personnel or otherwise exercising inappropriate leverage over an agency subordinate to the Mayor.

We do, however, concur in your recommendation that personnel in the EOM dealing with consultants and other contractors to the District government should receive periodic training on procurement procedures and requirements organized by the OCP.

We appreciate the opportunity to comment on your draft report. We request that this letter be made a part of your final Report, to assist the reading public in assessing your findings and recommendations.

Sincerely,



Robert C. Bobb
City Administrator
District of Columbia



Sherryl Hobbs Newman
Secretary, District of Columbia

APPENDICES

**STATEMENT OF WORK
FOR
Mayor Williams Mission to China**

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Office of the Secretary (OSEC) is seeking a consultancy for the planning of a mission to Beijing, China, Shanghai, China, and Bangkok, Thailand from October 14 to October 25, 2004. The Mayor of the District of Columbia will head the mission that will be comprised of city officials, organizational representatives, business leaders and students. The scope of work for this contract will contain the following requirements:

A. REQUIREMENTS

The work steps for this statement of work may include, but will not be limited to the following tasks:

The consultant will use their best efforts to assist Secretary of State with development and preparation of budget, an advance trip, trip material, delegate briefing, host country logistics, government and business sector scheduling, trip execution and post trip debriefing for all three (3) cities. These efforts will be implemented to include:

- Assist OSEC with the creation of a budget for the trip, to include estimates for hotel, transportation, logistics, materials, translators, meals, and various other areas as needed.
- Assist in all negotiations, including airlines, hotel, ground transportation, translators, and logistics for meetings and events.
- Creation of all necessary materials for trip, including briefing books, travel materials, itineraries, etc.
- Advance trip work for the negotiation and formalization of all arrangements, meetings, events, etc. This is for all 3 cities.
- Advise on the composition of the delegation and the potential activities for the various delegates.
- Assist with obtaining sponsorships, including solicitations, tracking of sponsors, and identification of potential areas for donations.

- Assist with obtaining business participants for the mission, including solicitations, tracking of potential participants, and identification of potential sectors and/or companies for participation.
- Handle all briefings of delegation, both in DC and in each city within the trip itinerary. Assist the delegation with items necessary for the successful completion of the mission, such as business cards in Chinese, protocol issues, and gifts.
- Develop schedules in conjunction with OSEC for all delegation members, including DC-hosted events.
- Serve as control staff for the actual trip, ensuring all logistics are covered and that advance teams are in place at all locations.
- Assist with all requirements for country clearances for entire delegation, including staff with their equipment, and VISA's.
- Create post-trip packages for debriefing of the Secretary.

B. DELIVERABLES

Advance Trip (September 11 – September 14, 2004)

- Set up meetings for each city and determine schedules and agendas for final trip meetings
- Look at hotels and negotiate best rates for final comparison and selection
- Determine logistics, including transportation, cell phones, and other companies
- Identify interpreters
- Create preliminary schedule for delegation
- Submit new budget based on hotel and logistics quotes

Trade & Friendship Mission (October 14 – October 25, 2004)

- Ensure all areas are covered for final trip, including all items to be taken and distributed during trip
- Advance trip for final preparations
- On-site preparation of itineraries as changes occur

- Ensure that the terms of all agreements and the purpose of the trip has been fulfilled in each city.

Post-trip De-briefing

- Provide summary report on the activities of the trip, including logistical and operational activities
- Provide master plan for future endeavors to include checklist of "TO DO" with timeframes and priorities

This contract will be employed for the time period beginning on September 6, 2004 and will expire on November 1, 2004.

**DETERMINATION AND FINDINGS
FOR
SINGLE AVAILABLE SOURCE PROCUREMENT**

Agency: District of Columbia Office of the Secretary (OSEC)
Contract No.: RQ167089
Contractor: Melinda Yee-Franklin
Caption: China Project Consultant

FINDINGS

1. Authorization:

D.C. Official Code §2-303.05(a)(1), DCMR 1702.1

2. Minimum Need:

The District of Columbia Office of the Secretary has a need to enter into a single available source contract with Melinda Yee-Franklin to provide technical and logistical support to the Secretary of the District of Columbia in preparation for a mission to China and Thailand.

3. Estimated Fair and Reasonable Cost:

The estimated cost of this contract is \$15,000.00.

4. Facts Which Justify Single Available Source Procurement:

The Mayor of the District of Columbia will head a mission to Beijing, China, Shanghai, China, and Bangkok, Thailand from October 14, to October 25, 2004. The Siena Group possesses the skills needed to plan this trip. It is necessary to formulate a short notice agreement because funding for FY 05 is not available until the first day of the fiscal year, October 1, 2004, which is two week before the trip is scheduled to begin. It was determined after contacting multiple vendors on the GSA MOBIS schedule, that a suitable vendor could not be located to begin and complete the minimum requirements within the desired time-frame.

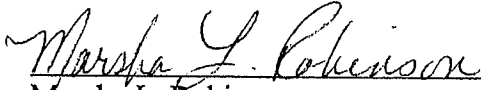
Melinda Yee-Franklin

Melinda Yee-Franklin has over fifteen years experience working with the Asian and Asian Pacific American communities and has managed trade missions at both the national and local levels. In Washington, D.C., she was a senior advisor in the International Trade Administration and in San Francisco, she served as the Director of International Trade and Commerce. In those capacities, she negotiated with high level officials in various countries, including China, Taiwan, Hong Kong, Japan, Korea, Vietnam, Haiti, South Africa, the Ivory Coast, and Mexico. She has built up key relationships over the years, traveled extensively throughout Asia, and continues to serve on both the San Francisco-Shanghai Sister City Committee and the San Francisco-Ho Chi Minh Sister City Committee. She also has worked

Committee. She also has worked for a company based in China and has many private sector contacts throughout the Asia Pacific region.

5. **Certification of Findings**

I hereby certify that the above findings are true, correct, and complete to the best of my knowledge.

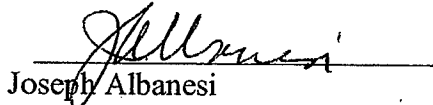


Marsha L. Robinson,
Contract Specialist

10-1-04
Date

DETERMINATION

Based on the findings above and in accordance with D.C. Official Code §2-303.05(1) and 27 DCMR §1702.1, I hereby determine that the subject single available source procurement is approved. It is further determined that this action is in the best interest of the District of Columbia.



Joseph Albanesi
Acting Commodity Manager
Office of Contracting and Procurement
General Services Commodity Buying Group No. 3

10/6/04
Date

Contractor Information

Thursday, April 28, 2005

Contract #: GS-33F-0013R
Contractor: MANAGEMENT ALTERNATIVES INC.
Address: 36 REGENCY DR
NORWALK, CT 06851-2637
Phone: (203)849-9137
E-Mail: casmai@aol.com
Web Address: http://www.mgmtalternatives.com
Contract end date: Dec 13, 2009

Business type: Small Business
Women Owned business

[Back](#)

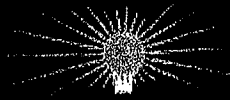
Contractor Information

Thursday, April 28, 2005

Contract #: GS-33F-0019P
Contractor: KNOWLEDGE CONNECTIONS INC
Address: 306 GARRISONVILLE RD STE 203
STAFFORD, VA 22554-4157
Phone: (540)657-9647
E-Mail: info@knowledgeconnector.com
Web Address: http://www.knowledgeconnector.com
Contract end date: Apr 19, 2009

Business type: Small Business
Women Owned business
Service Disabled Veteran Owned
Small Business
SBA Certified 8(a) Firm

[Back](#)



Corporate Capabilities

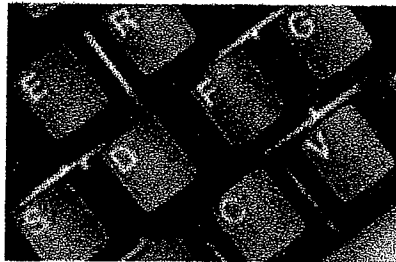
Specific Capabilities

Contract Vehicles

Office Locations

Specific Capabilities

- Source Selection
- Project and Deliverable Tracking
- Financial Analysis
- Program Reviews
- Contract/Data Management
- Data Management
- Architecture Studies
- Information Systems Security
- Information Management Systems Engineering
- Functional Requirements Integration Services
- Operational Process Improvement.
- Knowledge Management
- Accessibility Implementation (508 compliant systems integration)
- Online Travel solutions and services
- Travel and conference managers
- Travel accounting, project and business management
- Conference planning and support
- Travel and conference support and consulting



- Command Center Integrations/Management
- Architecture
- Vulnerability Studies and Analyses
- DOD 5000 Systems Management
- Voice Communications (Secure & Non Secure)
- Data Communications (Secure & Non Secure)
- Long Distance and Local telecommunications
- Consultant Services: Sprint, Verizon, and AT&T

created by: WRlwebs.com



International Associates

Management Alternatives is the U.S. representative of Management Solutions International Group (M.S.I.G.). The affiliated members of this global travel and expense management network are all senior travel management consultants with years of experience in the industry. Included are:

**Management
Alternatives,
Inc.**

Services

Benefits

**Senior
Consultants**

Links

Bernd H. Fehl

TMC - Trust Managament Cos.
Frankfurt Office
Oranienstrasse 13
65812 Bad Soden, Germany
Phone: 49 6196 655 188
Fax: 49 6196 644 392
Email: B.Fehl@TMConsult.de

Denis Campbell BSc(Econ)

Denis Campbell Associates Ltd.
Littlegate House
Hayes Lane
Slinfold, Horsham, West Sussex
RH13 OSN
U.K.
Phone: (00 44) 1403 791158
Fax: (00 44) 1403 791158
Email: DenisDCA@aol.com

Tony O'Connor

Butler Caroye
306 Station Street, Suite 4
Fairfield, Melbourne, Victoria
Australia, 3068
Phone/Fax: +61 3 9499 5755
Mobile: 0409 944 911
Email: bbutlerc@bigpond.net.au

Pedro Wertheimer

Paragon Consulting & Services
R, Dr. Homem de Melo 1053
Perdizes
Sao Paulo – SP 05007 002
Brazil
Phone: +55 11 5185 2757
Email: pedro@abgev.org.br

webmaster@mqmtalternatives.com

This site created and maintained by:

Laurie Seligman Associates, Inc.

<http://www.financialheadquarters.com>

sales@FinancialHeadquarters.com



MANAGEMENT ALTERNATIVES, INC.

America's First Travel Expense
Management Consulting
Company

Services

Benefits

Senior
Consultants

International
Associates

Links



Leaders in Travel Management!!

Since its founding more than 25 years ago, Management Alternatives has advised corporate America on the most efficient and cost-effective methods to control travel costs while improving services provided company travelers.

Market research and analysis undertaken in 1977 and validated daily through 2004, revealed a significant need for improvement in travel purchasing techniques and management skills on the part of most large users of business travel. Since its inception, Management Alternatives (MAI) has provided expertise and has been involved in all aspects of business travel management. Each of our consultants has had many years of experience in the field of travel operations, purchasing, and/or automation. In the twenty plus years since our founding, MAI has assisted more than 500 corporations, educational institutions, government agencies and not for profit organizations with developing, restructuring, or otherwise improving their travel programs.

A WOMAN OWNED SMALL BUSINESS ENTERPRISE

webmaster@mgmtalternatives.com

This site created and maintained by:

Laurie Seligman Associates, Inc.

<http://www.financialheadquarters.com>

sales@FinancialHeadquarters.com

**DETERMINATION AND FINDINGS
FOR
SINGLE AVAILABLE SOURCE PROCUREMENT**

Agency: District of Columbia Office of the Secretary (OSEC)
Contract No.: RQ167090
Contractor: Lily Hu
Caption: China Project Consultant

FINDINGS

1. Authorization:

D.C. Official Code §2-303.05(a)(1), DCMR 1702.1

2. Minimum Need:

The District of Columbia Office of the Secretary has a need to enter into a single available source contract with Lily Hu to provide technical and logistical support to the Secretary of the District of Columbia in preparation for a mission to China and Thailand.

3. Estimated Fair and Reasonable Cost:

The estimated cost of this contract is \$15,000.00.

4. Facts Which Justify Single Available Source Procurement:

The Mayor of the District of Columbia will head a mission to Beijing, China, Shanghai, China, and Bangkok, Thailand from October 14, to October 25, 2004. The Siena Group possesses the skills needed to plan this trip. It is necessary to formulate a short notice agreement because funding for FY 05 is not available until the first day of the fiscal year, October 1, 2004, which is two week before the trip is scheduled to begin. It was determined after contacting multiple vendors on the GSA MOBIS schedule, that a suitable vendor could not be located to begin and complete the minimum requirements within the desired time-frame.

Lily Hu

Lily Hu was born and raised in the Far East and South east Asia. She is fluent in Mandarin and conversational Cantonese. Over the last 20 years, she worked extensively with Asian and Asian Pacific American communities. Since 1992, Lily has help organize and participate in numerous trade missions to China, Singapore, Taiwan, Hong Kong and Malaysia representing several local municipalities. She has also developed and maintained key relationships with various service providers throughout China, specifically in Beijing.

5. Certification of Findings

I hereby certify that the above findings are true, correct, and complete to the best of my knowledge.

Marsha L. Robinson
Marsha L. Robinson,
Contract Specialist

10-1-04
Date

DETERMINATION

Based on the findings above and in accordance with D.C. Official Code §2-303.05(1) and 27 DCMR §1702.1, I hereby determine that the subject single available source procurement is approved. It is further determined that this action is in the best interest of the District of Columbia.

Joseph Albanesi
Joseph Albanesi
Acting Commodity Manager
Office of Contracting and Procurement
General Services Commodity Buying Group No. 3

10/1/04
Date

THE SIENA GROUP

Melinda Yee Franklin
Managing Director
The Siena Group
2992 Burdeck Drive
Oakland, CA 94602

INVOICE

Date Invoice #
09/30/04 1001

Bill to:
Sherryl Hobbs Newman
Secretary of the District of Columbia
1350 Pennsylvania Avenue, N.W.
Suite 419
Washington, D.C. 20004

Via Facsimile: (202) 727-3582

<u>Description</u>	<u>Amount</u>
Professional Services	\$10,000.00

TOTAL \$10,000.00

Please make check payable to:
The Siena Group and remit to the above address:

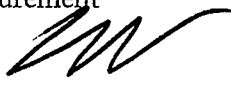
Thank you!

T. A. Simmons

GOVERNMENT OF THE DISTRICT OF COLUMBIA
EXECUTIVE OFFICEOFFICE OF THE CITY ADMINISTRATOR
DEPUTY MAYOR

MEMORANDUM

TO: Herbert Tillery, Interim Chief Procurement Officer
Office of Contracting and Procurement

FROM: Edward Reiskin, Chief of Staff 
Office of the City Administrator

DATE: November 1, 2004

SUBJECT: OCA Ratification Request- Lily Hu & Associates

Attached for your review and approval is a ratification request from the Office of the City Administrator for the vendor Lily Hu & Associates in the amount of \$10,000.

Specifically enclosed is the following documentation:

- OCP Form A
- OCP Form B
- OCP Form C
- A copy of the invoice
- A copy of a memorandum issued to all OCA staff regarding proper procurement procedures

Your prompt attention to this matter is appreciated. If you should have any questions, please contact Tim Fitzsimmons, Program Analyst, at 724-6589.

Attachments

AGENCY REPRESENTATIVE RATIFICATION REQUEST AND CERTIFICATION FORM

I, Timothy Fitzsimmons, hereby certify that the Office of the City Administrator received the following goods or services from Lily Hu & Associates.: Assist Secretary of State with development and preparation of budget, an advance trip, trip material, delegate briefing, host country logistics, government and business sector scheduling, trip execution and post trip de-briefing for the Mayor's visit to Asia. The above described goods were received by the agency in September 2004.

The total cost of the goods or services is \$10,000.

CIRCUMSTANCES REGARDING THE NEED FOR THIS RATIFICATION ACTION

A) Describe why the normal procurement procedures were not followed:

In October 2004, Mayor Williams headed a delegation of District officials who traveled to China and Thailand in order to promote and foster positive cultural and business relationships between the respective countries and the District of Columbia. The contractor was involved in ensuring that the logistics of the mission were planned and executed flawlessly. In the haste to begin planning this critical mission, the contractors were authorized to begin work before a purchase order was issued.

B) Describe the specific District government requirement or need that caused the transaction to be made:

Mayor Williams headed a delegation of District officials who traveled to China and Thailand. The consultant provided necessary services, such as development and preparation of a budget, host country logistics, and government and business scheduling, in order to ensure that the Mayor's trip was a success.

C) Describe the benefit received by the District government as a result of this transaction:

The benefit that was received by the District government as a result of this transaction was the potential for improved relations between the District and 3 Asian cities.

D) Has the employee responsible for this ratification request received written notification of the disciplinary action taken against them? **X YES** **NO**

If "yes", please describe the disciplinary action taken against the employee (without including their name, title, grade or address). If "no", why?

The employee responsible for this ratification has received a memorandum detailing proper procurement procedures.

E) Please provide any other pertinent facts or information:

N/A

F) Are there any shipping records, invoices, orders, or requests for payment or other documentary evidence of the transaction? **X YES** ☐ **NO**

Is the documentary evidence attached to this form? **X YES** ☐ **NO**

PREPARER CERTIFICATION

I, the agency representative with knowledge of the facts and circumstances surrounding the initiation, the facilitation, the authorization or the making of the unauthorized commitment, further certify that the information, circumstances and details described above are complete, accurate and true, and hereby request that the Chief Procurement Officer approve this ratification request for the goods and services received.

TIMOTHY FITZSIMMONS

Print Name of Agency Representative

Timothy Fitzsimmons

Signature

Timothy Fitzsimmons

Date: 12/16/04

AGENCY DIRECTOR RATIFICATION REQUEST AND CERTIFICATION

I, Edward Reiskin, hereby certify, based upon the certification of Timothy Fitzsimmons, that the Office of the City Administrator received the following goods or services from Lily Hu & Associates: Assist Secretary of State with development and preparation of budget, an advance trip, trip material, delegate briefing, host country logistics, government and business sector scheduling, trip execution and post trip de-briefing for the Mayor's visit to Asia.

The above described goods were received by the agency in September 2004.

I further certify based upon the certification of Timothy Fitzsimmons that the amount requested to pay the vendor, \$10,000, is claimed and agreed upon.

CIRCUMSTANCES REGARDING THE NEED FOR THIS RATIFICATION ACTION:

A) The reasons why the good or services were requested or authorized.

Mayor Williams headed a delegation of District officials who traveled to China and Thailand. The consultant provided necessary services, such as development and preparation of a budget, host country logistics, and government and business scheduling, in order to ensure that the Mayor's trip was a success.

B) The reasons why the procurement action was/were not authorized.

In October 2004, Mayor Williams headed a delegation of District officials who traveled to China and Thailand in order to promote and foster positive cultural and business relationships between the respective countries and the District of Columbia. The contractor was involved in ensuring that the logistics of the mission were planned and executed flawlessly. In the haste to begin planning this critical mission, the contractors were authorized to begin work before a purchase order was issued.

C) Steps taken to prevent unauthorized commitments in the future:

A memorandum was issued to all OCA staff detailing the correct process that needs to be followed in order to procure any goods or services.

- D) Describe the disciplinary action taken against the employee responsible for this ratification request.

The employee responsible for this ratification has received a memorandum detailing proper procurement procedures.

- E) Has the employee responsible for this ratification request received written notification of the disciplinary action taken against him or her? X **YES**
NO

- F) Provide the number of unauthorized commitments not exceeding \$100,000 submitted by your agency on the vendor's behalf since April 4, 2003: 1.

- G) Provide the number of unauthorized commitments exceeding \$100,000 submitted by your agency on the vendor's behalf since April 4, 2003: 0.

AGENCY DIRECTOR CERTIFICATION

I further certify that my agency has budget authority to pay the above-stated amount. Upon being notified by the Chief Procurement Officer that the unauthorized commitment has been ratified, my agency will promptly prepare and forward the appropriate payment document(s) to the agency Chief Financial Officer.

12-16-04
Date

[Signature]
Signature of Agency Director

AGENCY CHIEF FINANCIAL OFFICER/CONTROLLER CERTIFICATION

I ☒ agree (☐ disagree) that the agency has sufficient appropriated funds to pay the requested amount upon the Chief Procurement Officer's ratification of the unauthorized commitment.

12/17/04
Date

Michael Borden
Signature of CFO

Lily Hu & Associates

1100 Underhills
Oakland, CA 94610
Tel: (510) 834-8848
Fax: (510) 834-8808

INVOICE

Date	Invoice #
9/30/2004	0409-14

Bill To
Ms. Sheryl Hobbs Newman Secretary of the District of Columbia Office of the Secretary 1350 Pennsylvania Ave, Ste. 419 Washington, DC 20004

Description	Amount
Professional Services (PO# POBA-2005-C-00001B)	\$10,000
* Assisted Secretary with creation of budget for trip to Asia.	
* Assisted Secretary with all negotiations involving logistics of trip with Chinese government.	
* Created briefing materials and travel books for delegation.	
* Assisted Secretary in organizing meetings and activities for delegates in China and Thailand.	
* Developed schedules for delegates, including all engagements from arrival at the airport, to hotel check in, to cultural activities, to official meetings and receptions, to meals and briefings.	
* Created post-trip packages for debriefing of the Secretary, to include a master book on the preparation of the trip, logistical and operational protocol as followed for mission, and results as obtained during mission.	
TOTAL	\$10,000

AGENCY CHIEF CONTRACTING OFFICER
FINDINGS AND DETERMINATIONS STATEMENT

I, Joseph Albanesi, hereby certify, based upon the information provided by Timothy Fitzsimmons for the Office of the City Administrator, pertaining to the following goods or services: Lily Hu & Associates provided the Assistant Secretary of State with the development and preparation of budget, and advance trip, trip material, delegate briefing, host country logistics, government and business sector scheduling, trip execution and post trip debriefing for the Mayor's visit to Asia on or about September 2004 and have determined that:

- a) The unauthorized commitment could have resulted in a properly executed contract if the agency had submitted the request for a contract before the vendor began work.
- b) Appropriated funds are available as certified by the Agency Chief Financial Officer.
- c) The price to be paid for this service has been determined to be fair and reasonable based on the hourly rate of \$100.00 per hour. Market research utilizing various MOBIS scheduled contracts has concluded that the hourly rate for consulting services is in line with other organizational rates. Since this trip dealt with various logistics such as budget preparation, translation services and a vast array of other services the hourly rate was the common dominator utilized in determining a fair and reasonable price.
- d) There is no other relevant information that should be taken into consideration in determining appropriate action on the ratification request.

CERTIFICATION OF AGENCY CHIEF CONTRACTING OFFICER:

I hereby certify that the information provided above is accurate and complete.

11/15/04
Date

Joseph Albanesi
ACCO Signature

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Executive Office of the Mayor



Robert C. Bobb
Deputy Mayor and City Administrator

MEMORANDUM

TO: ALL OCA STAFF
FROM: Edward Reiskin
Chief of Staff 
DATE: October 28, 2004
SUBJECT: Proper Procurement Procedures

The purpose of this memorandum is to remind all employees that goods and services cannot be procured without a properly executed contract or purchase order. Specifically, no OCA employee can enter into an agreement with a vendor to provide goods or services or authorize payment for goods or services unless there is a valid written contract or purchase order issued by the Office of Contracting and Procurement.

As the OCA does not have a purchase card, the only available mechanism available for us to purchase goods is through the District's procurement system (PASS).

Failure for an employee to comply with the District's procurement policies requires the OCA to attend ratification hearings before the OCP and will result in disciplinary action against the employee.

If you should have any questions regarding procurement regulations, please contact Tim Fitzsimmons at 724-6589.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF FINANCE AND RESOURCE MANAGEMENT



MEMORANDUM

TO: Herbert Tillery
Interim Chief Procurement Officer
Office of Contracting and Procurement

FROM: Michael Bolden *M. Bolden*
Agency Fiscal Officer
Government Operations Cluster

DATE: December 17, 2004

SUBJECT: Funding for Ratification Request

The Office of the City Administrator has adequate funding to pay the following invoices associated with ratification requests submitted to the Office of Contracting and Procurement:

- | | |
|--------------------------|-------------|
| 1. Lily Hu: | \$10,000.00 |
| 2. Melinda Yee-Franklin: | \$10,000.00 |
| 3. CDR Associates: | \$10,458.10 |

Sufficient funding has been accrued and the invoices will be paid from the Office of the City Administrator's FY 2004 budget.

cc: Timothy Fitzsimmons

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement

Director

**MEMORANDUM**

TO: Ed Reiskin
Chief of Staff
Office of the City Administrator

CC: Joe Albanesi
Interim Commodity Manager

FROM: *for* Herbert R. Tillery *Casey Shee*
Deputy Mayor for Operations and
Interim Chief Procurement Officer

DATE: January 6, 2005

SUBJECT: Approval of Ratification Request #88 (Melinda Yee-Franklin/The Sienna Group)
(\$10,000.00)

I am pleased to inform you that, upon reviewing the recommendation of OCP's Ratification Request Committee, I have approved the ratification request submitted by the Office of the City Administrator on behalf of Melinda Yee-Franklin/The Sienna Group for \$10,000.00.

Pursuant to OCP Directive 1800.03, the ratification request file will be returned to Joe Albanesi who will process the requisition or any other documents required to ensure that the contractor is paid.

Please feel free to contact me at (202) 727-0252 if you have any questions.

cc: file

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement

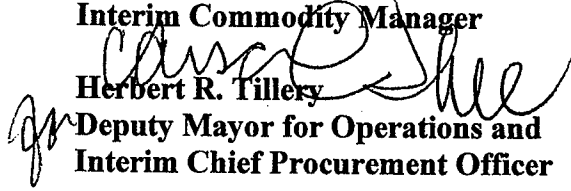
Director



MEMORANDUM

TO: Ed Reiskin
Chief of Staff
Office of the City Administrator

CC: Joe Albanesi
Interim Commodity Manager

FROM:  Herbert R. Tillery
Deputy Mayor for Operations and
Interim Chief Procurement Officer

DATE: January 6, 2005

SUBJECT: Approval of Ratification Request #87 (Lily Hu & Associates)
(\$10,000.00)

I am pleased to inform you that, upon reviewing the recommendation of OCP's Ratification Request Committee, I have approved the ratification request submitted by the Office of the City Administrator on behalf of Lily Hu & Associates for \$10,000.00.

Pursuant to OCP Directive 1800.03, the ratification request file will be returned to Joe Albanesi who will process the requisition or any other documents required to ensure that the contractor is paid.

Please feel free to contact me at (202) 727-0252 if you have any questions.

cc: file

**STATEMENT OF WORK
FOR
PHOENIX CONSULTING GROUP**

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Office of the Secretary (OSEC) is seeking a short-term consultancy for the planning of a ten-day mission to Beijing, China from October 14 to October 24, 2004. The Mayor of the District of Columbia will head the mission that will be comprised of city officials, organizational representatives, business leaders and students. The scope of work for this contract will contain the following requirements:

A. REQUIREMENTS

The work steps for this statement of work may include, but will not be limited to the following tasks:

1. PHOENIX WILL ASSIST IN THE COORDINATION AND ARRANGEMENT OF THE TRADE MISSION PROGRAM BY WORKING IN CONJUNCTION WITH THE D.C. CHAMBER OF COMMERCE, GREATER WASHINGTON INITIATIVE, THE D.C. CONVENTION AND TOURISM CORP., U.S. STATE DEPARTMENT, U.S. COMMERCE DEPARTMENT, AND D.C. GOVERNMENT AGENCIES, AS REQUIRED.
2. IN CONJUNCTION WITH THE SECRETARY'S OFFICE, PHOENIX WILL ADVISE ON AND HELP PLAN AND COORDINATE MEETINGS WITH LOCAL GOVERNMENT LEADERS, POTENTIAL BUSINESS PARTNERS AND ANY AND ALL OTHER APPROPRIATE PARTIES WHILE IN CHINA AND THAILAND. THIS WILL INCLUDE WORKING WITH U.S. EMBASSY EMPLOYEES IN CHINA AND THAILAND, WHICH WILL INCLUDE THE U.S. EMBASSY COMMERCIAL SERVICE AND ECONOMIC AND OTHER OFFICERS.
3. PHOENIX WILL ASSIST WITH ALL SPONSORSHIP EFFORTS, INCLUDING PREPARING MATERIALS, RESEARCHING POTENTIAL PARTNERS, MAKING SOLICITATIONS, AND RECORDING ALL DONATIONS AND/OR IN-KIND SERVICES. THIS WILL BE DONE IN CONJUNCTION WITH THE OFFICE OF THE SECRETARY AND THE OFFICE OF GRANTS AND PARTNERSHIPS ACCORDING TO DC GOVERNMENT GUIDELINES.
4. PHOENIX WILL OBTAIN INFORMATION REGARDING, ASSESS, AND RECOMMEND HOTEL ACCOMMODATIONS, IN-COUNTRY TRANSPORTATION, AND OTHER LOGISTICAL ARRANGEMENTS PERTAINING TO THE COUNTRIES VISITED.

B. DELIVERABLES

1. The Consultant will prepare a daily update on all activities for the period of August 30, 2004 to September 6, 2004.

This contract will be employed for the time period beginning on August 30, 2004 and will expire on September 6, 2004.

**STATEMENT OF WORK
FOR
Mayor Williams Mission to China**

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the District of Columbia Office of the Secretary (OSEC) is seeking a consultancy for the planning of a mission to Beijing, China, Shanghai, China, and Bangkok, Thailand from October 14 to October 25, 2004. The Mayor of the District of Columbia will head the mission that will be comprised of city officials, organizational representatives, business leaders and students. The consultants will assist in the planning, logistics, and execution of the activities of this mission. The scope of work for this contract will contain the following requirements:

A. REQUIREMENTS

The work steps for this statement of work may include, but will not be limited to the following tasks:

The consultant will use their best efforts to assist the Secretary of the District with development and preparation of budget that will be used for the mission and its activities, an advance trip which will include the consultants on behalf of the Secretary, trip material, delegate briefing, host country logistics, government and business sector scheduling as described in the DC-Beijing Cooperative Agreement, trip execution and post trip de-briefing for all three (3) cities. These efforts will be implemented to include:

- 1,000 ✓ • Assist OSEC with the creation of a budget for the trip, to include estimates for hotel, transportation, logistics, materials, translators, meals, and various other areas as needed. This will be done based on initial surveys of facilities via internet and telephone, and then formalized during the advance visit.
- 1,000 ✓ • Assist the Secretary in all negotiations, including airlines, hotel, ground transportation, translators, and logistics for meetings and events as planned and set out by DC and Beijing governments.
- X • Creation of all necessary materials for trip, including briefing books, travel materials, itineraries, luggage tags, background information on meeting attendees, and logistical data. All data is subject to approval by the Secretary, and will be duplicated for the delegation.
- 1,000 ✓ • Advise the Secretary on the composition of the delegation based on the components of the cooperative agreements. The delegation will be approximately 40-50 people in number. Work on creating and organizing meetings and potential activities for the various delegates while in China and Bangkok.

- 1,000 ✓ • Assist with obtaining sponsorships for travel, accommodations, meals, and activities while in China and Bangkok, including solicitations, tracking of sponsors, and identification of potential areas for donations. Donations, as obtained from corporations and private donors will cover all expenses of the mission as outlined in the budget.
- 1,000 ✓ • Assist with the tracking of potential participants, and identification of potential sectors and/or companies to go on the mission.
- 1,000 ✓ • Handle all briefings of delegation for information while on the mission, including logistics and country briefings, based on a pre-determined schedule. These will be in DC and in each city within the trip itinerary. Assist the delegation with items necessary for the mission, such as business cards in Chinese, protocol issues, cultural briefings, and gifts. Each area will be outlined by the Secretary for clarity and assistance.
- 1,000 ✓ • Develop schedules for all movements of the delegation members, including all engagements from arrival at the airport, to hotel check-in, to cultural activities, to official meetings and receptions, to meals and briefings.
- X • Serve as control staff for the actual trip, ensuring all logistics are covered and that advance teams are in place at all locations. This will be done with the approval of the Secretary.
- X • Assist with all requirements for country clearances for entire delegation, including staff with their equipment, and VISA's. All dates and information needed will be clearly disseminated to delegation participants in a timely manner.
- 500 ✓ • Create post-trip packages for debriefing of the Secretary, to include a master book on the preparation of the trip, logistical and operational protocol as followed for mission, and results as obtained during mission.

B. DELIVERABLES - NOT Delivered ↓ ↓ \$7,500
 De-obligated
 7.5m
 10/20/04

Post-trip Preparation: October 1 – October 13, 2004

- Assist in providing briefing to delegation on October 6, 2004, including briefing materials, country briefings, and verification of documentation for trip for each participant.
- Assist in preparation of press conference on October 5, 2004. Provide materials for press briefing, including updated agendas and fact sheets.
- Coordinate final arrangements with each government for meetings, and provide final agenda for trip by October 5, 2004.

Mission: October 14 – October 25, 2004

- Ensure all logistics are covered for final trip, including all items to be taken and distributed during trip
- Meet Secretary and staff in Beijing two days prior to the beginning of the mission for final preparations.
- On-site preparation of itineraries as changes occur
- Ensure that the terms of all agreements and the purpose of the trip has been fulfilled in each city. This will involve the monitoring of all preparations and meetings, and the assistance with all logistics and operational activities for the delegation while in each city.

All deliverables for the actual mission will be completed by October 25, 2004.

Post-trip De-briefing

- Provide summary report on the activities of the trip, including logistical and operational activities
- Provide master plan for future endeavors to include checklist of “TO DO” with timeframes and priorities

All deliverables for post-trip will be completed by November 1, 2004.

>From: "Bobb, Robert (EOM)"

>To: 'Jane Brunner'

>Subject: RE:

>Date: Sat, 28 Feb 2004 13:53:55 -0500

>

>Hey Jane

>I will be here and look forward to getting together. More importantly we

>have an opportunity for you to meet with labor and a specific contractual

>opportunity for you to evaluate all of our employment programs. My team are

>aware of my desire to use your services.

>As of this moment on a beautiful sunny day I'm in an all day budget session

>including tomorrow.

>

>

>

>Bob

>PS: I need to assign a staff person to work out our consultant deal....

>

> -----Original Message-----

>From: Jane Brunner [mailto:janebrunner@hotmail.com]

>Sent: Sat Feb 28 13:13:35 2004

>To: robert.bobb@dc.gov

>Subject:

>

>Robert,

>

>I will be in Washington D.C. on March 18 &19. I would love to get together

>if you are in town.

>

>Jane

>

>

>

4/21/2005

CONTRACT

Subject to the terms and conditions set forth herein, the Government of the District of Columbia and JANE BRUNNER ("Consultant") enter into a contract in accordance with the following terms:

Article 1- SCOPE OF SERVICES

The Consultant shall perform the following services:

- Confer with the DOES Director, the Director of the D.C. Apprenticeship Council, the OAIT Director, and other significant stakeholders to discuss current apprenticeship issues and opportunities and to establish an overall strategy for meeting the objectives set by Mayor Williams.
- Confer with representatives of both union and non-union apprenticeship sponsors who employ apprentices to learn of their needs, issues, and concerns to obtain their perspective and guidance on how the District's Apprenticeship program can be more effective.
- Prepare a comprehensive Action Plan that establishes detailed policies, activities, and approaches that will enable OAIT to meet the Mayor's objectives.
- In the context of the Action Plan:
 - Develop and assist in implementing strategies for improving the enforcement of the District's mandatory apprenticeship statute, D.C. Law 2-156.
 - Develop and assist in implementing strategies for increasing employer participation in pre-apprenticeship and apprenticeship programs and for enlarging the scope of industries and occupations that offer apprenticeships in both the public and private sectors. This could include negotiating a Memorandum of Understanding with the Building and Construction Trade Council, Metropolitan Washington Council, AFL-CIO and the Government of the District of Columbia.
 - Develop and assist in implementing innovative apprenticeship approaches and models, such as the Step-Up Apprenticeship Program.
 - Work directly with D.C. Public Schools (DCPS) officials to develop and assist in implementing strategies to effectively promote apprenticeship opportunities to DCPS students. The strategies should include creating linkages with Parent-Teacher Associations (PTAs) and high school guidance counselors.

- Establish effective linkages with a broad range of community-based and faith-based organizations to secure their cooperation in promoting apprenticeship programs and recruiting District residents to participate in apprenticeships.
- Work with the DOES Office of Public Affairs to develop effective apprenticeship promotional approaches including the use of print and electronic media.
- Establish measures and means of evaluating the outcomes of the District's apprenticeship program on an ongoing basis.

Article 2- TERM OF CONTRACT

The term of this contract is for one year, until June 1, 2005. Upon mutual consent by both parties, the District may extend the term of this contract for a period of one (1) one-year option periods provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

Either party, at its sole discretion, could terminate this contract on June 1, 2005. The Agreement could also be terminated at any time by mutual consent, or by either party for cause upon appropriate notice and reasonable opportunity to cure.

Article 3- TYPE OF CONTRACT/PRICE

The District will compensate Consultant at a rate of \$185 per hour plus expenses. The District will obligate funding in the amount of \$30,000 through the end of the fiscal year (09/30/04). At the start of FY 2005, the District will obligate additional funding of \$60,000.

Article 4- PAYMENT PROVISIONS

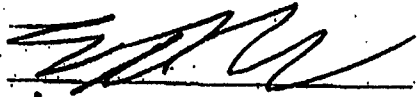
All invoices will be submitted on a monthly basis to Edward Reiskin, OCA Chief of Staff, 1350 Pennsylvania Avenue NW, Suite 310, Washington DC 20004.

Although the District will strive to process payment for all invoices within two weeks of receipt, the District can guarantee the Consultant receives payment within 30 days of receipt of invoice.

Article 5- TOTAL RENUMERATION

The total cost of this contract is not to exceed \$90,000.

Acceptance by the District

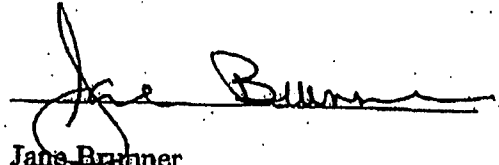


Robert C. Bobb,
City Administrator

6-4-04

Date

Acceptance by the Contractor



Jane Brunner

6-3-04

Date

-----Original Message-----

From: Reiskin, Edward (EOM)
Sent: Saturday, May 22, 2004 3:23 PM
To: Irish, Gregory (DOES)
Subject: consultant

Hi Gregg:

The CA is hiring the services of Jane Brunner, whom I think you met, to develop a pre apprenticeship job training program. She is a labor attorney and City Council member and developed such a program in Oakland. He would like DOES to fund this activity (since we don't have budget for this kind of work). It'll run roughly \$7,500/month, so we'll need a funding source that has around \$30,000 for the rest of FY 2004. Could you please let me know to connect with in DOES to get this going?

We'll do the contracting, so we just need a funding source, then once she's in the system we'll get together to really scope this out.

Thanks.

Edward D. Reiskin
Chief of Staff
Office of the City Administrator
1350 Pennsylvania Ave NW, Ste 310
Washington DC 20003
tel 202/727-2800
fax 202/727-9878
edward.reiskin@dc.gov

4/7/2005



Requisition No. RQ195555

Issued on Tue, 29 Mar, 2005

Created on Tue, 29 Mar, 2005 by Fitzsimmons, Timothy

Supplier:

JANE BRUNNER
391-63RD STREET
OAKLAND, CA 94618
United States
Phone: 1510.893.1200.208
Contact: JANE BRUNNER

Ship To:

Office of the City Administrator
1350 Pennsylvania Ave., N.W. 310
Washington, DC 20004
United States

Bill To:

Office of Finance and Resource Management
441 4th St. N.W. Rm 890N
Washington, DC 20001
United States
Phone: 1(202) 727-0333

Deliver To:

Timothy Fitzsimmons

Item	Part Number	Unit	Qty	Description	Need By	Unit Price	Extended Amount
1		each	25,000	Consulting services. Hourly rate of \$185 per hour + expenses.	Wed, 30 Mar, 2005	\$1.00USD	\$25,000.00USD
Form:							
Form:							
Total							\$25,000.00USD

Status: Ordered

Approvals					
Required?	Status	Reason	Approver	Approved By	Date
Required	Approved	Funds must be secured.	Funds Commit	Funds Commit	Tue, 29 Mar, 2005
Required	Approved	The EOM Manager must approve any requisition for the EOM Agency	Fitzsimmons, Timothy	Fitzsimmons, Timothy	Tue, 29 Mar, 2005
Required	Approved	Budget responsible manager to approve purchases against their budget	AE0 Budget Responsible Manager	Fitzsimmons, Timothy	Tue, 29 Mar, 2005
Not Required	Approved	The Agency Liaison IT Approver to watch IT equipments and services	Agency Liaison IT Approver		Wed, 30 Mar, 2005

Required	Approved	The designated OCFO Budget Reviewer to approve	AE0 Budget Reviewer 1	Awan, M. Iqbal	Tue, 29 Mar, 2005
Required	Approved	The Commodity Specific Contracting Officer to approve requisition before sending purchase order to suppliers	Professional Services and Public Safety Contracting Officer D	Turner, Sheila	Tue, 29 Mar, 2005
Required	Approved	Please process	Smith, Lafayette	Smith, Lafayette	Tue, 29 Mar, 2005
Required	Approved	needs processing	Kilpatrick, Elizabeth	Kilpatrick, Elizabeth	Wed, 30 Mar, 2005

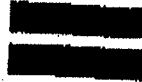
Requisition Comments

- SUBMITTED by Fitzsimmons, Timothy on Tuesday, March 29, 2005 at 2:14 PM with comment (2 documents attached)
Statement of work and sole source justification is attached. *(Auditor's Emphasis)*
Questions should be directed to Tim Fitzsimmons at 202.724.6589. (Fitzsimmons, Timothy, Tue, 29 Mar, 2005)
- COMMENT by Funds Commit on Tuesday, March 29, 2005 at 2:14 PM
Funds Commit Successful The funds commitment creation was successful. Batch Agency-AE0, Batch Number-005, Current Document Number-RQ195555 (Funds Commit, Tue, 29 Mar, 2005)
- APPROVED by Turner, Sheila on Tuesday, March 29, 2005 at 3:51 PM with comment
This has been sent to lafayette Smith (Turner, Sheila, Tue, 29 Mar, 2005)
- APPROVED by Smith, Lafayette on Tuesday, March 29, 2005 at 6:29 PM with comment
As agreed, you will process this req. (Smith, Lafayette, Tue, 29 Mar, 2005)
- APPROVED by Kilpatrick, Elizabeth on Wednesday, March 30, 2005 at 5:27 PM with comment
See contract file for price analysis and Statement of Work. The rates for these services were compared to similar prices for labor category and labor rates on various schedules. The prices offered by this contractor is deemed fair and reasonable when compared to those schedules. (Kilpatrick, Elizabeth, Wed, 30 Mar, 2005) *(Auditor's Emphasis)*
- COMMENT by Integration on Wednesday, March 30, 2005 at 5:28 PM
Funds Encumbrance Successful The funds encumbrance creation was successful. Batch Agency AE0, Batch Number-006, Current Document Number-PO148698. (Integration, Wed, 30 Mar, 2005)

GOVERNMENT OF THE DISTRICT OF COLUMBIA
PUBLIC MANAGEMENT

OFFICE OF CONTRACTING
AND PROCUREMENT

★ ★ ★



REPLY TO
ONE JUDICIARY SQUARE
441 4TH STREET, N.W., SUITE 8005
(202) 727-0252
FAX (202) 724-5473

PROCUREMENT ORDER 97-04

Date: 8/29/97

Subject: Delegation of Small Purchase Authority

I. Purpose

To formally delegate Small Purchase Authority to agencies covered by D.C. Law 6-85.

II. Authority

Small Purchase Authority Emergency Act of 1997, Act 12-82.

III. Designation

The Chief Procurement Officer (CPO) hereby delegates \$25,000 in Small Purchase Contracting Authority to the head and the contracting officer or officers of each of the following agencies, departments and offices:

1. City Administrator
2. Chief of Staff to the Mayor
3. Corporation Counsel
4. Office on Aging
5. D.C. Commission on the Arts and Humanities
6. Office of Economic Development
7. Department of Consumer and Regulatory Affairs
9. Office of Documents
10. Board of Elections and Ethics
11. D.C. Energy Office
12. Office of Emergency Preparedness
13. Board of Appeals and Review
14. Department of Employment Services
15. District of Columbia Health and Hospitals Public Benefit Corporation
16. Department of Health
17. Department of Housing and Community Development
18. Department of Human Rights and Minority Business Development
19. Department of Human Services

20. Office of the Inspector General
21. Parole Board
22. Office of the Peoples Counsel
23. Office of Personnel
24. Office of Planning
25. Office of Pretrial Services
26. Office of the Public Defender
27. D.C. Public Library
28. District of Columbia Public Schools
29. Department of Public Works
30. Department of Recreation and Parks
31. District of Columbia Taxicab Commission
32. University of the District of Columbia
33. Office of Banking & Financial Institutions
34. Department of Administrative Services
35. Water and Sewer Authority
36. Commission of Mental Health
37. Commission of Social Services
38. D.C. Lottery and Charitable Games
39. Office of Cable Television
40. Public Service Commission
41. Office of Zoning
42. Office of Campaign Finance
43. Contract Appeals Board
44. Department of Corrections

This delegation shall be subject to limitations specified in Chapter 18 of Title 27 of the District of Columbia Municipal Regulations.

IV. Effective Date

This ORDER is effective immediately. This Order supersedes Procurement Order 97-03, which was issued by the CPO on July 18, 1997.



Richard Fite
Chief Procurement Officer

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE D.C. DEPARTMENT OF EMPLOYMENT SERVICES (DOES)
AND
THE D.C. OFFICE OF THE CITY ADMINISTRATOR (ADMINISTRATOR)

I. INTRODUCTION

The objective of this agreement between DOES and the Administrator is the transfer of sufficient funding to Administrator to cover the expenses incurred in executing the contract for consulting services entered into between DOES and Ms. Jane Brunner (Consultant). This MOU has been developed jointly by DOES and Administrator to clarify each entity's role in the fund transfer and administration of funds.

Whereas, the Mayor has charged DOES with the important objective of increasing the number of Apprenticeship Opportunities available to District of Columbia residents and enlarging the universe of qualified apprenticeship applicants in the District;

Whereas, the DOES, Office of Apprenticeship Information and Training (OAIT) has sought to meet the Mayor's charge through developing new programmatic approaches, such as the Step-Up Apprenticeship Program, aggressively enforcing the District's mandatory apprenticeship law, creating apprenticeship programs in new industries and occupational areas, and developing an effective community outreach program;

Whereas, OAIT's efforts have been hampered in recent years by budget cuts and a concomitant reduction in OAIT staff. Thus, it was imperative to supplement OAIT staff with a professional who will have the broad mandate of accomplishing the Mayor's objective; and,

Whereas, the hiring of Ms. Jane Brunner (Consultant) a seasoned, experienced attorney with an extensive history in labor law and workforce development program service delivery will provide the expertise, acumen and skill needed to aid OAIT in fulfilling the gap created by past budgetary constraints;

THEREFORE, for and in consideration of the mutual promises contained herein, the parties do mutually agree as follows:

II. DOES RESPONSIBILITIES

*RECEIVED from the Office of the City Administrator
ON April 27, 2005*

1. DOES will immediately transfer to Administrator Sixty Thousand Dollars (\$60,000.00) for payment to Consultant for services rendered during the term of said contract. Subsequent funding will be determined upon submission to DOES of Administrator approved invoices for services rendered in excess of the original transfer amount.
2. Upon DOES /Administrator execution of the MOU the transfer of funds by DOES to Administrator will be effectuated by use of an Intra-District Budget Modification. The Administrator Point of Contact will be notified by the DOES Point of Contact when the above referenced process is completed.
3. The transfer of the funds will be accomplished by March 25, 2005.

III. ADMINISTRATOR RESPONSIBILITIES

1. Ensure that invoices are provided in advance of payment for services.
2. Will monitor Consultant's performance.
3. Provide DOES with documentation in support of all disbursement of funds.
4. Submit participant reports and other program reports to DOES as required in a timely manner.
5. Ensure that Consultant is paid promptly upon submission of invoices.

IV. DURATION OF AGREEMENT AND PERIOD OF PERFORMANCE

This MOU will extend until the end of Fiscal Year 2005 from the date of execution, and is subject to changes and modification based on performance.

V. POINTS OF CONTACT

1. The DOES Point of Contact will be:

Cyril Byron
DOES, Chief Financial Officer
Department of Employment Services
64 New York Avenue, N.E.
Washington, D.C. 20002
Telephone No. (202) 671-1400

Fax No. (202) 671-2930

2. The Administrator Point of Contract will be:

Dana Bryson
Chief of Staff
Office of the City Administrator
1350 Pennsylvania Avenue, NW
Suite 310
Washington, DC 20004
Telephone No. (202) 727-2800
Fax No. (202) 727-9878

VI. ACKNOWLEDGMENTS

Each of the parties to this MOU (DOES and Administrator) agree to provide full acknowledgment of the financial, program implementation, and policy roles of the other party in any reports that the two agencies may generate in connection with the provision of services relative to the contract for consultant services.

VII. MODIFICATION(S) AND TERMINATION

1. Any request to modify or change either the terms of this agreement or the agreement in its entirety shall be accomplished in writing and approved by both parties.
2. Either DOES or the Administrator have the right to terminate this agreement for any reason, upon thirty (30) day written notification.

VIII. AGENCY SIGNATORIES

In WITNESS WHEREOF, the parties hereto have signed this MOU,
entered into this ____ day of _____, 2005

For the Department of Employment Services



Gregory P. Irish, Director

For the Office of City Administrator

Robert Bob, City Administrator

*Received from the Office of the City Administrator
by hand-delivery on*

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Employment Services
Office of the Director

Gregory P. Irish
Director



(202) 671-1900-Voice
(202) 673-6976-Fax

MEMORANDUM

TO: Timothy Fitzsimmons
FROM: Gregg Irish 
Director
DATE: March 21, 2005
SUBJECT: Jane Brunner

The attached agreement will enable DOES to transfer funds to the City Administrator's Office to underwrite the services of Jane Brunner.

cc: Dana Bryson
Stanley Jackson

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

PART I

MOU NUMBER: _____

DATE OF MOU: 03/22/2005

BUYER INFORMATION

AGENCY: DEPARTMENT OF EMPLOYMENT SERVICES

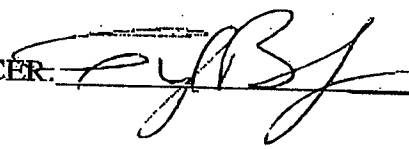
AGENCY CODE: CF0

NAME OF CONTACT: Cyril Byron, Jr.

ADDRESS: 64 New York Ave, NE Room 3093
Washington, DC 20002

TELEPHONE: (202) 671-1603

FAX: (202) 671-2930

AUTHORIZING OFFICER: 

DATE 3 / 22 / 05

SELLER INFORMATION

AGENCY: OFFICE OF THE CITY ADMINISTRATOR

AGENCY CODE: AE0

NAME OF CONTACT: Tim Fitzsimmons

ADDRESS: 1350 Pennsylvania Avenue NW, Suite 310. Washington, DC 20004

TELEPHONE: (202) 724-6589

FAX: (202) 727-9878

AUTHORIZING OFFICER: _____

DATE: ____/____/____

1 OF 1

AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
AE0	05									
CF0	05	AP435	43005	0506	5060					

[illegible]

TOTAL

[illegible]

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE D.C. DEPARTMENT OF EMPLOYMENT SERVICES (DOES)
AND
THE D.C. OFFICE OF THE CITY ADMINISTRATOR (ADMINISTRATOR)**

I. INTRODUCTION

The objective of this agreement between DOES and the Administrator is the transfer of sufficient funding to Administrator to cover the expenses incurred in executing the contract for consulting services entered into between DOES and Ms. Jane Brunner (Consultant). This MOU has been developed jointly by DOES and Administrator to clarify each entity's role in the fund transfer and administration of funds.

Whereas, the Mayor has charged DOES with the important objective of increasing the number of Apprenticeship Opportunities available to District of Columbia residents and enlarging the universe of qualified apprenticeship applicants in the District;

Whereas, the DOES, Office of Apprenticeship Information and Training (OAIT) has sought to meet the Mayor's charge through developing new programmatic approaches, such as the Step-Up Apprenticeship Program, aggressively enforcing the District's mandatory apprenticeship law, creating apprenticeship programs in new industries and occupational areas, and developing an effective community outreach program;

Whereas, OAIT's efforts have been hampered in recent years by budget cuts and a concomitant reduction in OAIT staff. Thus, it was imperative to supplement OAIT staff with a professional who will have the broad mandate of accomplishing the Mayor's objective; and,

Whereas, the hiring of Ms. Jane Brunner (Consultant) a seasoned, experienced attorney with an extensive history in labor law and workforce development program service delivery will provide the expertise, acumen and skill needed to aid OAIT in fulfilling the gap created by past budgetary constraints;

THEREFORE, for and in consideration of the mutual promises contained herein, the parties do mutually agree as follows:

II. DOES RESPONSIBILITIES

DC ULRB

04/04/2005 11:54 FAX

*Received from the Department of
Employment Services BY FAX on 5-16-05*

1. DOES will immediately transfer to Administrator Sixty Thousand Dollars (\$60,000.00) for payment to Consultant for services rendered during the term of said contract. Subsequent funding will be determined upon submission to DOES of Administrator approved invoices for services rendered in excess of the original transfer amount.
2. Upon DOES /Administrator execution of the MOU the transfer of funds by DOES to Administrator will be effectuated by use of an Intra-District Budget Modification. The Administrator Point of Contact will be notified by the DOES Point of Contact when the above referenced process is completed.
3. The transfer of the funds will be accomplished by March 25, 2005.

III. ADMINISTRATOR RESPONSIBILITIES

1. Ensure that invoices are provided in advance of payment for services.
2. Will monitor Consultant's performance.
3. Provide DOES with documentation in support of all disbursement of funds.
4. Submit participant reports and other program reports to DOES as required in a timely manner.
5. Ensure that Consultant is paid promptly upon submission of invoices.

IV. DURATION OF AGREEMENT AND PERIOD OF PERFORMANCE

This MOU will extend until the end of Fiscal Year 2005 from the date of execution, and is subject to changes and modification based on performance.

V. POINTS OF CONTACT

1. The DOES Point of Contact will be:

Cyril Byron
DOES, Chief Financial Officer
Department of Employment Services
64 New York Avenue, N.E.
Washington, D.C. 20002
Telephone No. (202) 671-1400

Fax No. (202) 671-2930

2. The Administrator Point of Contract will be:

Dana Bryson
Chief of Staff
Office of the City Administrator
1350 Pennsylvania Avenue, NW
Suite 310
Washington, DC 20004
Telephone No. (202) 727-2800
Fax No. (202) 727-9878

VI. ACKNOWLEDGMENTS

Each of the parties to this MOU (DOES and Administrator) agree to provide full acknowledgment of the financial, program implementation, and policy roles of the other party in any reports that the two agencies may generate in connection with the provision of services relative to the contract for consultant services.

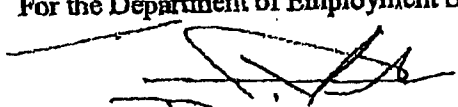
VII. MODIFICATION(S) AND TERMINATION

1. Any request to modify or change either the terms of this agreement or the agreement in its entirety shall be accomplished in writing and approved by both parties.
2. Either DOES or the Administrator have the right to terminate this agreement for any reason, upon thirty (30) day written notification.

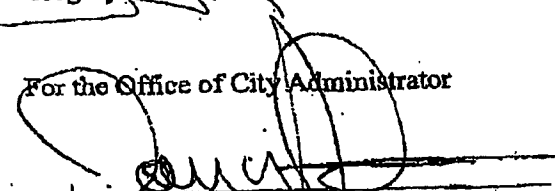
VIII. AGENCY SIGNATORIES

In WITNESS WHEREOF, the parties hereto have signed this MOU,
entered into this _____ day of _____, 2005

For the Department of Employment Services


Gregory P. Irish, Director

For the Office of City Administrator


Robert Bob, City Administrator

03/22/05 TUE 15:09 FAX 2026712930

OCFO

002

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

MOU NUMBER: _____

DATE OF MOU: 03/22/2005

BUYER INFORMATION

AGENCY: DEPARTMENT OF EMPLOYMENT SERVICES

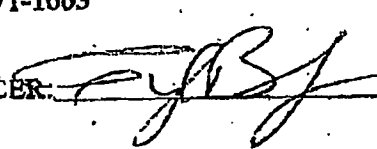
AGENCY CODE: CFO

NAME OF CONTACT: Cyril Byron, Jr.

ADDRESS: 64 New York Ave, NE Room 3093
Washington, DC 20002

TELEPHONE: (202) 671-1603

FAX: (202) 671-2930

AUTHORIZING OFFICER: 

DATE 3-22-05

SELLER INFORMATION

AGENCY: OFFICE OF THE CITY ADMINISTRATOR

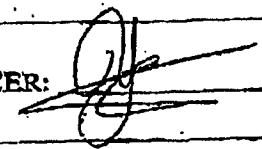
AGENCY CODE: AEO

NAME OF CONTACT: Tim Fitzsimmons

ADDRESS: 1350 Pennsylvania Avenue NW, Suite 310. Washington, DC 20004

TELEPHONE: (202) 724-6589

FAX: (202) 727-9878

AUTHORIZING OFFICER: 

DATE: 03/30/05

03/22/05 TUE 15:08 FAX 2026712930

OCFO

1 OF 1

TOTAL: \$60,000

e. v. w. b.
4/4/05

AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3
AE0	05	20051	20051	4600	4600		DOESAE/01			
CF0	05	AP435	43005	0506	5060					

TOTAL: \$

AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3

TOTAL

AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3