

ONE HUNDRED TENTH CONGRESS
Congress of the United States
House of Representatives

COMMITTEE ON OVERSIGHT AND GOVERNMENT REFORM
2157 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-6143

Majority (202) 225-5051
Minority (202) 225-5074

March 6, 2007

The Honorable Lurita A. Doan
Administrator
U.S. General Services Administration
1800 F Street, NW
Washington, DC 20405

Dear Madam Administrator:

On January 19, 2007, I wrote you to seek information about allegations of procurement irregularities under your leadership at GSA.¹ These included allegations that you awarded a no-bid contract for public relations services to Edie Fraser, a personal friend.

Since then, the Committee has received documents from GSA and other information that raise further questions about the contract with Ms. Fraser. The documents indicate that you had a long-standing business relationship with Ms. Fraser that has not been disclosed previously; that Ms. Fraser used her professional connections to advance your nomination to GSA and to provide personal favors to you and your family; and that Ms. Fraser provided services to you after you became GSA Administrator with the expectation of payment from the agency.

Moreover, the documents and information appear to conflict with your public assertions that you supported termination of the contract with Ms. Fraser. In fact, there is evidence that you continued to push your staff behind the scenes to find a way to award the contract to Ms. Fraser. In one e-mail to your chief of staff, you even suggested that if GSA were to make the contract available through a competitive bid, Ms. Fraser could write the "Statement of Work" describing the award for which her company would be competing.

Since my January 19 letter, I have also been informed of several new allegations of questionable conduct. In one case, I have been told that you used a January 2007 teleconference to ask senior GSA officials to help "our candidates" in the next elections through targeted public

¹ Letter from Rep. Henry A. Waxman, Chairman, House Committee on Oversight and Government Reform, to Lurita A. Doan, Administrator, U.S. General Services Administration (Jan. 19, 2007).

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events, such as the opening of federal facilities around the country. According to the information that I have received, a discussion then ensued regarding how to exclude House Speaker Nancy Pelosi from an upcoming courthouse opening in San Francisco and how to include Republican Senator Mel Martinez, the General Chairman of the Republican National Committee, at a courthouse opening in Florida. My understanding is that the GSA Inspector General has examined this issue and made a referral to the Office of Special Counsel for investigation of possible violations of the Hatch Act, which prohibits partisan campaign activities on federal property.

In another case, questions have been raised by the Inspector General and Senator Charles Grassley about your role in the award of a technology contract to Sun Microsystems. As I understand it, a GSA contracting officer refused to award a contract to Sun Microsystems after an audit by the Inspector General determined that the company was overcharging the federal government in comparison to discounts offered to comparable commercial customers. I have been told that you criticized the position of the IG and the GSA contracting official. Two days later, according to the information I have received, the contracting official was replaced and the official's successor approved the contract on terms that could cost the taxpayer millions of dollars.

The agency that you head is little known outside of Washington, but it plays a vital role within the executive branch. GSA is the premier acquisition and procurement agency in the federal government. Each year, nearly \$66 billion in federal spending passes through GSA negotiated contracts. The agency also manages federal assets valued at nearly \$500 billion, including more than 8,300 government-owned or leased buildings, an interagency fleet of 170,000 vehicles, and technology programs and products ranging from laptop computers to \$100 million computer systems.

As GSA Administrator with authority over billions in federal contracts, your actions set an example for procurement officials throughout the government. You should be a model for integrity in contracting. For this reason, I want to give you a chance to respond to the allegations of improper conduct that have surfaced recently, including those described in this letter. Accordingly, you are invited to testify at a hearing of the Committee on Oversight and Government Reform on Tuesday, March 20, 2007, at 10:00 a.m. in Room 2154, Rayburn House Office Building.

The Contract with Edie Fraser

On January 19, 2007, the *Washington Post* reported that shortly after your confirmation as Administrator, you awarded a no-bid contract to a company run by Ms. Fraser, a longtime friend. According to the press report, you signed a contract with a division of Ms. Fraser's firm,

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Public Affairs Group, Inc., for \$20,000 to produce a 24-page report promoting GSA's use of minority- and woman-owned businesses. GSA ultimately terminated the contract.²

Documents and information received by the Committee raise new questions about this contract. If accurate, these documents show that (1) you had business and personal ties with Ms. Fraser; (2) the contract with Ms. Fraser was executed under unusual circumstances; and (3) you persisted in attempting to go forward with the contract after questions were raised within GSA about its legality.

Your Relationship with Ms. Fraser. Documents the Committee has received show that you had a longstanding business relationship with Ms. Fraser that has not been previously disclosed. According to documents provided by Ms. Fraser and her firm, Public Affairs Group, Inc., your former company, New Technology Management, Inc., paid at least \$417,500 to companies affiliated with Ms. Fraser before you became GSA Administrator, including approximately \$320,000 in management consulting fees and \$97,500 in corporate and personal sponsorship of events produced by Ms. Fraser's firm. The consulting fees alone were worth \$10,000 to \$20,000 per month from April 2003 until March 2005, a few months before you sold your company.³

The documents and other information also suggest that Ms. Fraser may have used her professional connections to help you and your family. After your nomination to be Administrator of GSA, Ms. Fraser made efforts to convince several Senators to support your nomination as GSA Administrator.⁴ In addition, I have been informed that Ms. Fraser helped arrange a congressional internship for your high school-age daughter.

² *GSA Chief Scrutinized For Deal With Friend*, Washington Post (Jan. 19, 2007).

³ See Excerpts from various documents produced by Public Affairs Group, Inc.: WOW Facts 2002 cover and first page (PAG 000296 – 297); Sponsor page from 2003 Diversity and Women Leadership Summit & Gala! (PAG 000298); Sponsor page from 2004 Diversity and Women Leadership Summit & Gala! (PAG 000299); Spreadsheet on sponsorship for events and publications (PAG 000300 - 302); Spreadsheet on Summit & Gala Project Goal 2004 (PAG 000303 – 307); Invoice from Diversity Best Practices, a division of Public Affairs Group, Inc., to Lurita Doan (Nov. 4, 2005) (PAG 000270); Consulting Services Agreement between Public Affairs Group, Inc. and New Technology Management, Inc. (PAG 000271 – 276).

⁴ See E-mail from Edie Fraser to Jon Ahlbrand, cc to SBW, Edie Fraser, and Diversity Network (Apr. 17, 2006) (PAG 00046 – 50); E-mail from Edie Fraser to Diversity Network, Dennis Archer and Jon Ahlbrand (May 7, 2006) (PAG 000145); E-mail from Edie Fraser to Sally Cluthe and Tom Russell (May 8, 2006) (PAG 000146).

After your appointment to GSA, Ms. Fraser continued to provide services to you. Ms. Fraser corresponded with you by e-mail, sometimes to your personal Yahoo e-mail account, and proposed organizing various "Outreach Initiatives" for you. For example, in an e-mail dated June 14, 2006, Ms. Fraser identified various proposed projects on her "Checklist for GSA and Lurita," noting that "the potential is enormous" and that she had "some other ideas and would like to share esp if ... budget available now."⁵ One month later, in an email entitled "Administrator Doan Outreach Initiative," Ms. Fraser proposed setting up two meetings per month at GSA hosted with outside companies in a "Public/Private Partnership."⁶ On August 17, 2006, in an e-mail entitled "GSA relationship," Ms. Fraser summarized a collection of activities she had been organizing on your behalf. These actions included arranging a meeting for Native American business interests and meetings with diversity and Six Sigma specialists.⁷

The emails indicate that Ms. Fraser undertook these services with an expectation that she would receive payments from GSA. After Ms. Fraser helped organize an in-person meeting at GSA on September 6, 2006, between you and several Native American groups, Ms. Fraser wrote that she had "spent so much time at GSA" that her lack of payment had become a problem that needed to be "solved." In this email, Ms. Fraser wrote:

Lurita, I will do anything for you and will do for the rest of my life.
Bottom line, want relationship with GSA and will keep delivering as you know.
But I have spent so much time at GSA from the report planning to these sessions
with ZERO \$\$
How do we solve⁸

Contract Irregularities. On July 25, 2006, you signed a contract with Ms. Fraser for \$20,000 to produce a 24-page report publicizing GSA's promotion of minority- and woman-owned businesses. You awarded the contract unilaterally, on a sole source basis, based on a contract document and project outline drafted by Ms. Fraser's firm.

⁵ E-mail from Edie Fraser to Lurita Doan, SBW (June 14, 2006) (PAG 000261 – 262); *See also* E-mail dated from Edie Fraser to Lurita Doan and Meghan Espinoza (Aug. 11, 2006) (PAG 000110) ("GSA what has happened to us?").

⁶ *See* E-mail from Edie Fraser to Lurita Doan (July 21, 2006) (PAG 00167) ("Excellent have a recommendation re Public/Private Partnership as for the meetings I have two companies that would join in hosting GSA in this huge deal for doing all year long for two meetings per month or at least through Dec.").

⁷ *See* E-mail from Edie Fraser to Lurita Doan and Meghan Espinoza, cc to SBW, Svetlana Kim, and Edie Fraser (Aug. 17, 2006) (PAG 000143).

⁸ E-mail from Edie Fraser to Lurita Doan (Sept. 6, 2006) (PAG 000309).

The procurement rules in effect at that time required contracting officers to obtain at least three quotes for a contract valued between \$2,500 and \$100,000. This competition requirement could be waived only if the agency completed a written justification for proceeding on a sole-source basis. But these requirements do not appear to have been met in the case of the contract with Ms. Fraser. There is no indication in the documents that the Committee received that GSA obtained competing quotes for the contract. There is also no evidence that a sole-source justification was prepared.

In most cases, government officials play a leading role in drafting the terms of federal contracts. But e-mail and fax communications show that you let Ms. Fraser draft the project outline, the contract, and a written justification.⁹ After Ms. Fraser prepared the “Confirmation of Service Order,” you signed it without making any changes.¹⁰ Moreover, there is no indication that you sought advice from GSA staff on whether the award was legally permissible or incorporated terms required under government procurement rules.

These irregular procedures disturbed the GSA’s General Counsel, Alan Swendiman. In an interview with Committee staff, Mr. Swendiman stated that he had never seen any GSA Administrator personally award a contract, that it was highly irregular, and that he had serious concerns about its propriety and legality. In particular, Mr. Swendiman was alarmed that the contract was not competed, that the vendor did not participate in the GSA Multiple Award Schedule, and that the file lacked a justification for the sole source award.¹¹

Efforts to Resist Contract Cancellation. You and your spokesman have stated publicly that once you learned that the contract was improper, you fully supported its prompt cancellation. Kevin Messner, the GSA Associate Administrator for Congressional Affairs, stated in a letter to the Committee: “A procedural mistake was made, discovered and corrected. ... [T]he

⁹ See DBP/BWN Partnership With U.S. General Services Administration (draft description of project assignment) (Oct. 3, 2006) (PAG 00001– 4); see also E-mail from Edie Fraser to Sandy Strzyzewski, Kevin Briscoe, Edie Fraser (July 31, 2006) (PAG 00016) (“Sole Source Justification”); E-mail from Kevin Briscoe to Edie Fraser, cc to Liz Ivey (July 20, 2006) (PAG 000124) (“GSA Small Business Report Outline.doc”); E-mail from Edie Fraser to Edie Fraser, ‘Lurita’ (June 14, 2006) (PAG 000156 - 157) (“Lurita GSA Assignment Edie and DBP team”); E-mail from Kevin Briscoe to Liz Ivey, cc to Edie Fraser (July 28, 2006) (PAG 000268) (“Revised GSA Report Outline”).

¹⁰ Fax cover sheet from Edie Fraser to Lurita Doan with comment: “Based on this, GSA will issue a purchase order — Work to be completed by 9-30-06,” attached to two-page Confirmation of Service Order, executed by Lurita Doan and Edie Fraser (July 25, 2006) (PAG 00023 – 25).

¹¹ Interview of Alan Swendiman, General Counsel (former), U.S. General Services Administration, by Staff, Committee on Oversight and Government Reform (Feb. 2, 2007).

Administrator recognized and took responsibility for the mistake. The Administrator rejects the implication that her intentions were improper.”¹² You similarly told the *Washington Post* that “I made a mistake ... they canceled it, life went on, no money exchanged hands, no contract exchanged hands. I’m stunned, absolutely stunned by the amount of legs that this has.”¹³

In fact, evidence received by the Committee suggests that you persisted in efforts to award the contract to Ms. Fraser after questions were raised about its validity.

According to Mr. Swendiman, the GSA General Counsel, he immediately and repeatedly advised that the contract be terminated, but he was unable to convince you to do so. Notwithstanding the contract’s multiple irregularities, Mr. Swendiman stated that you “had difficulty understanding why it needed to be terminated.” According to Mr. Swendiman, he submitted a proposed termination letter for you to sign personally, but you never signed the letter. Mr. Swendiman told the Committee that he even provided you with copies of the relevant regulations on government contracts so you would understand why termination was necessary.

Ultimately, Mr. Swendiman said he had to take matters into his own hands. Mr. Swendiman became concerned that he had not heard anything from your office, and he directed the appropriate contracting officer to sign the termination letter without waiting for your approval. GSA issued this letter on August 4, 2006.¹⁴

Subsequent e-mails provide evidence that even as GSA terminated the contract with Ms. Fraser, you continued to encourage your staff to devise a mechanism for awarding a contract to her firm. In an email on August 4, 2006 — the same day that GSA sent the termination letter — your chief of staff, John Phelps, suggested how Ms. Fraser would be notified of the termination: “I will let Edie’s folks know. ... I will simply tell them that we have more work to do on our end before moving forward.”¹⁵

You responded to Mr. Phelps twenty minutes later by requesting a “point person to move this forward,” referring to a new proposal to award the contract again through a competitive bid. You also suggested that the “Statement of Work” could be drafted by Ms. Fraser herself, even though her firm would be applying for the award. You stated: “Now, for the next step: the

¹² Letter from Kevin Messner, Associate Administrator, GSA Office of Congressional and Intergovernmental Affairs, to Rep. Henry A. Waxman, Chairman, House Committee on Oversight and Government Reform (Feb. 2, 2007).

¹³ *GSA Chief Scrutinized For Deal With Friend*, *Washington Post* (Jan. 19, 2007).

¹⁴ Letter from Donna Hughes to Edie Fraser (Aug. 4, 2006) (PAG 00055 – 58).

¹⁵ E-mail from John Phelps to Lurita Doan (Aug. 4, 2006) (GSA 01-07-0003 – 01-07-0004).

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SOW. Who is doing that, Felipe or Edie?” Contrary to your public assertions that no further action was taken on this matter, you joked to Mr. Phelps about your staff’s continuing efforts to advance Ms. Fraser’s interests: “I think we have quite a few cooks now stirring this broth.”¹⁶

The January Teleconference

Another area of concern involves allegations that you asked GSA officials in a January teleconference how the agency could be used to help Republican political candidates. According to information I have received, this issue has been referred by the GSA Inspector General to the Office of Special Counsel for investigation under the Hatch Act, which prohibits executive branch officials from engaging in partisan politics while on duty, in official government work space, or with government equipment.

I understand that you convened a nationwide teleconference on January 26, 2007, from GSA headquarters with your senior staff and as many as 40 GSA political appointees across the country. The meeting was held in order to hear presentations by J. Scott Jennings, a Special Assistant to the President and the Deputy Director of Political Affairs in the White House, and John (“J.B.”) Horton, GSA’s liaison to the White House, about national polling data from the November 2006 elections.

I have been told that you spoke after the presentations were finished. In your remarks, according to multiple sources, you asked the GSA officials participating in the teleconference how the agency could help “our candidates” in the next elections. I have been told that one Regional Administrator responded to your inquiry by describing an effort to exclude House Speaker Nancy Pelosi from an upcoming opening of an environmentally efficient “green” courthouse in San Francisco. I have also been told that you then raised concerns about the upcoming opening of a courthouse in Florida. According to this account, you noted that former President Bill Clinton had expressed interest in attending, and you stated that an effort should be made to get Senator Mel Martinez, the General Chairman of the Republican National Committee, to attend.

GSA has a tradition of independent, nonpartisan administration of the laws. It would be an obvious abuse if you suggested to agency officials that the activities of the agency be manipulated to provide political advantages to Republican candidates.

¹⁶ E-mail from Lurita Doan to John Phelps (Aug. 4, 2006) (GSA 01-07-0003 – 01-07-0004). The reference to “Felipe” in the e-mail appears to be a reference to Felipe Mendoza, the Associate Administrator for Small Business Utilization.

The Sun Microsystems Contract

I have also received information that you intervened on behalf of Sun Microsystems in August 2006 in the midst of a lengthy contract renewal dispute with GSA. The contract at issue involved the purchase, maintenance, and repair of information technology equipment; licenses and maintenance for technology software; and professional services and training courses provided by Sun Microsystems. I have been told that as a result of your intervention, federal taxpayers could pay millions more for Sun's products and services than necessary. This issue was first raised by Senator Charles Grassley, who wrote to you about this contract last week.¹⁷

According to the information I received, the first contracting officer assigned to the case refused to extend the contract on the terms Sun proposed because the officer concluded that Sun was not offering sufficient discounts to government purchasers. Subsequently, the Office of the Inspector General conducted a pre-award audit in January 2006. I understand that this audit supported the contracting officer's decision, finding that the discounts Sun offered to government purchasers were not as favorable as some that Sun granted to commercial purchasers, as required by federal procurement regulations.

Before you started at GSA, the contracting official responsible for the Sun contract was replaced with a second official who, I am told, also reached the same findings as his predecessor and the Inspector General. I also understand that during this period, the second contracting official learned about discussions between the Inspector General and the Department of Justice regarding a possible False Claims Act referral concerning Sun overcharges.

I have been told that on August 29, 2006, you requested a meeting on short notice with senior auditing staff from the Inspector General's office. According to the account I have received, you expressed the view that it was essential for GSA to complete the contract extension with Sun. I have been informed that when the officials from the Inspector General's office explained their concerns about Sun's inflated prices, you responded by criticizing the audit of Sun's pricing and the subsequent referral of overcharges to the Department of Justice. You apparently said that the contracting official was too "stressed" by these issues to continue with the contract negotiations, and you suggested that he might be removed.

Within two days of the meeting, on August 31, 2006, the second contracting official had been relieved, and a third contracting officer was assigned to resume contract negotiations with Sun despite having no background in the prior discussions. This third contracting official completed the negotiations with Sun in only nine days, but the terms were not favorable. I have been told that the contracting officer accepted an offer that was inferior to a previous Sun proposal, with contract terms from Sun that the official's predecessors had rejected. I have also

¹⁷ Letter from Sen. Charles E. Grassley to Administrator Lurita A. Doan (Feb. 27, 2007).

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been told that shortly after concluding the Sun negotiation, the contracting officer received a requested transfer from Washington, D.C., to Denver, despite having been previously refused such a transfer.

According to the information I have received, the final contract may be costly to the taxpayer. I have been advised that if Sun achieves its anticipated GSA sales over the three years of the contract extension, the additional cost to the taxpayer could be at least \$5.2 million.

Conclusion

GSA plays a vital role in federal procurement. Its employees negotiate and manage contracts that provide equipment, supplies, telecommunications, and integrated information technology solutions to every federal agency and many other purchasers, including state and local governments and various educational institutions. Its contract schedules are used by federal agencies for tens of billions of dollars in purchases every year. Congress and the public rightfully expect that the GSA Administrator will have unquestioned integrity and will scrupulously adhere to proper contracting practices.

Because of the leadership role you play in federal procurement, allegations of improper conduct should not go unexamined or unaddressed. That is why I am inviting you to respond to these allegations at a Committee hearing to be held on Tuesday, March 20, 2007, at 10:00 a.m. in Room 2154, Rayburn House Office Building.

In preparation for this hearing, I also request additional information and documents. Please provide to the Committee by Tuesday, March 13, 2007, the following:

- (1) A list of all individuals, including GSA officials and employees as well as contractors, who participated in the January 26, 2007, teleconference with Scott Jennings and J.B. Horton, including each individual's office, title, and contact information;
- (2) For all participants in the January 26 teleconference, all related documents, including agendas, minutes, hand-outs, slides, audio or video tapes, or notes; and
- (3) A list of all non-GSA personnel (including personal legal counsel and spokespersons) who have received access to GSA documents in connection with your responses to my January 19, 2007, letter, and the documents they have reviewed. If you have previously produced to the Committee copies of any of these documents, you may identify them by Bates number.

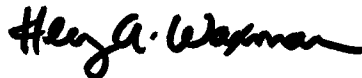
In addition, the Committee will be seeking access to GSA employees over the next two weeks for interviews or depositions. I would appreciate your assistance in facilitating these meetings.

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The Committee on Oversight and Government Reform is the principal oversight committee in the House of Representatives and has broad oversight jurisdiction as set forth in House Rule X. Information for witnesses appearing before the Committee is contained in the enclosed Witness Information Sheet, and information about responding to Committee document requests is contained in the enclosure entitled Responding to Oversight Committee Document Requests.

If you have any questions, please contact David Rapallo or David Leviss of the Committee staff at (202) 225-5420.

Sincerely,



Henry A. Waxman
Chairman

Enclosure

cc: Tom Davis
Ranking Minority Member

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COMMITTEE ON OVERSIGHT AND GOVERNMENT REFORM

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Witness Information Sheet

The following is a summary of some of the pertinent rules and procedures applicable to witnesses testifying before the Committee on Oversight and Government Reform:

- Witnesses should provide 100 copies of their written testimony to Earley Green, Chief Clerk, 2157 Rayburn House Office Building, no later than 10:00 a.m. two business days prior to the hearing. Witnesses should also provide their statement by this date in electronic format, either as a CD or via email to earley.green@mail.house.gov.
- At the hearing, each witness will be asked to summarize his or her written testimony in five minutes or less in order to maximize the time available for discussion and questions.
- House Rule XI clause 2(g)(4) requires that witnesses appearing in a nongovernmental capacity submit to the Committee in advance of the hearing “a curriculum vitae and a disclosure of the amount and source (by agency and program) of each Federal grant (or subgrant thereof) received during the current fiscal year or either of the two previous fiscal years by the witness or by an entity represented by the witness.”
- The Committee does not provide financial reimbursement for witness travel or accommodations. Witnesses with extenuating circumstances, however, may submit a written request for such reimbursements to Robin Butler, Financial Administrator, 2157 Rayburn House Office Building, at least one week prior to the hearing. Reimbursements will not be made without prior approval.
- Witnesses with disabilities should contact Committee staff to arrange any necessary accommodations.
- The Committee on Oversight and Government Reform is the principal oversight committee in the U.S. House of Representatives. In addition, the Committee has legislative jurisdiction over a number of subjects affecting the management of government operations and activities. The specific jurisdiction of the Committee is set forth in House Rule X clauses 1(m), 2, 3(i), and 4(c).
- The Committee rules governing this hearing are online at www.oversight.house.gov/rules/.

For inquiries regarding these rules and procedures, please contact the Committee on Oversight and Government Reform at (202) 225-5051.

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Congress of the United States

House of Representatives

COMMITTEE ON OVERSIGHT AND GOVERNMENT REFORM

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Responding to Oversight Committee Document Requests

In responding to the document request from the Committee on Oversight and Government Reform, please apply the instructions and definitions set forth below.

Instructions

1. In complying with the request, you should produce all responsive documents in your possession, custody, or control.
2. Documents responsive to the request should not be destroyed, modified, removed, transferred, or otherwise made inaccessible to the Committee.
3. In the event that any entity, organization, or individual denoted in the request has been, or is currently, known by any other name than that herein denoted, the request should be read also to include them under that alternative identification.
4. Each document produced should be produced in a form that renders the document capable of being copied.
5. When you produce documents, you should identify the paragraph or clause in the Committee's request to which the documents respond.
6. Documents produced in response to this request should be produced together with copies of file labels, dividers, or identifying markers with which they were associated when this request was issued. To the extent that documents were not stored with file labels, dividers, or identifying markers, they should be organized into separate folders by subject matter prior to production.
7. Each folder and box should be numbered, and a description of the contents of each folder and box, including the paragraph or clause of the request to which the documents are responsive, should be provided in an accompanying index.
8. It is not a proper basis to refuse to produce a document that any other person or entity also possesses a nonidentical or identical copy of the same document.

9. If any of the requested information is available in machine-readable or electronic form (such as on a computer server, hard drive, CD, DVD, memory stick, or computer backup tape), you should consult with Committee staff to determine the appropriate format in which to produce the information. Documents produced in electronic format should be organized, identified, and indexed electronically in a manner comparable to the organizational structure called for in (6) and (7) above. Documents produced in an electronic format should also be produced in a searchable format.
10. In the event that a responsive document is withheld on any basis, you should provide the following information concerning the document: (a) the reason the document is not being produced; (b) the type of document; (c) the general subject matter; (d) the date, author, and addressee; and (e) the relationship of the author and addressee to each other. Please note that the Committee generally recognizes only constitutional privileges.
11. If any document responsive to this request was, but no longer is, in your possession, custody, or control, you should identify the document (stating its date, author, subject and recipients) and explain the circumstances by which the document ceased to be in your possession, custody, or control.
12. If a date or other descriptive detail set forth in this request referring to a document is inaccurate, but the actual date or other descriptive detail is known to you or is otherwise apparent from the context of the request, you should produce all documents which would be responsive as if the date or other descriptive detail were correct.
13. This request is continuing in nature and applies to any newly discovered document. Any document not produced because it has not been located or discovered by the return date should be produced immediately upon location or discovery subsequent thereto.
14. All documents should be bates-stamped sequentially and produced sequentially.
15. Two sets of documents should be delivered, one set to the majority staff and one set to the minority staff. The majority set should be delivered to the majority staff in Room 2157 of the Rayburn House Office Building, and the minority set should be delivered to the minority staff in Room B350A in the Rayburn House Office Building.
16. Upon completion of the document production, you should submit a written certification, signed by you or your counsel, stating that: (1) a diligent search has been completed of all documents in your possession, custody, or control which reasonably could contain responsive documents; and (2) all documents located during the search that are responsive have been produced to the Committee or identified in a privilege log provided to the Committee.

Definitions

1. The term “document” means any written, recorded, or graphic matter of any nature whatsoever, regardless of how recorded, and whether original or copy, including, but not limited to, the following: memoranda, reports, expense reports, books, manuals, instructions, financial reports, working papers, records notes, letters, notices, confirmations, telegrams, receipts, appraisals, pamphlets, magazines, newspapers, prospectuses, interoffice and intra-office communications, electronic mail (email), contracts, cables, notations of any type of conversation, telephone calls, meetings or other communications, bulletins, printed matter, computer printouts, teletypes, invoices, transcripts, diaries, analyses, returns, summaries, minutes, bills, accounts, estimates, projections, comparisons, messages, correspondence, press releases, circulars, financial statements, reviews, opinions, offers, studies and investigations, questionnaires and surveys, and work sheets (and all drafts, preliminary versions, alterations, modifications, revisions, changes, and amendments of any of the foregoing, as well as any attachments or appendices thereto). The term also means any graphic or oral records or representations of any kind (including without limitation, photographs, charts, graphs, voice mails, microfiche, microfilm, videotape, recordings and motion pictures), electronic and mechanical records or representations of any kind (including, without limitation, tapes, cassettes, disks, computer server files, computer hard drive files, CDs, DVDs, memory sticks, and recordings), and other written, printed, typed, or other graphic or recorded matter of any kind or nature, however produced or reproduced, and whether preserved in writing, film, tape, disk, videotape or otherwise. A document bearing any notation not a part of the original text is to be considered a separate document. A draft or non-identical copy is a separate document within the meaning of this term.
2. The term “documents in your possession, custody, or control” means (a) documents that are in your possession, custody, or control, whether held by you or your past or present agents, employees, or representatives acting on your behalf; (b) documents that you have a legal right to obtain, that you have a right to copy, or to which you have access; and (c) documents that you have placed in the temporary possession, custody, or control of any third party.
3. The term “communication” means each manner or means of disclosure or exchange of information, regardless of means utilized, whether oral, electronic, by document or otherwise, and whether face-to-face, in a meeting, by telephone, mail, telexes, discussions, releases, personal delivery, or otherwise.
4. The terms “and” and “or” shall be construed broadly and either conjunctively or disjunctively to bring within the scope of the request any information which might otherwise be construed to be outside its scope. The singular includes plural number, and vice versa. The masculine includes the feminine and neuter genders.
5. The terms “person” or “persons” means natural persons, firms, partnerships, associations, corporations, subsidiaries, divisions, departments, joint ventures,

proprietorships, syndicates, or other legal, business or government entities, and all subsidiaries, affiliates, divisions, departments, branches, and other units thereof.

6. The terms "referring" or "relating," with respect to any given subject, means anything that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any manner whatsoever pertinent to that subject.