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October 21, 2004

Via Facsimile: 703-697-0720

Hon. Les Brownlee
Office of the Acting Secretary of the Army
102 Army Pentagon
Rm 3E588
Washington, D.C. 20310-0102

Subject: **Request for Investigation**

Dear Mr. Acting Secretary:

We write you in your official capacity as the Acting Secretary of Army. Our firm has been retained by Ms. Bunnantine H. Greenhouse to represent her concerning her mandatory duty to "disclose waste, fraud, abuse and corruption to appropriate authorities," as required by Executive Order 12731, signed by President George H.W. Bush on October 19, 1990. *See*, 5 C.F.R. section 2635.101, 57 *Federal Register* 35006. Ms. Greenhouse currently serves this nation as the United States Army Corps of Engineers ("USACE") Principal Assistant Responsible for Contracting (PARC),¹ as well as the USACE Competition Advocate.²

Ms. Greenhouse's concerns directly impact the integrity of the federal contracting program as it relates to a major defense contractor. Given the gravity of the allegations set forth in this letter, we strongly believe that this matter must be promptly and carefully investigated by

¹ Army acquisition activity is governed by regulations including the Army Federal Acquisition Regulation Supplement ("AFARS"). The AFARS specifies that the PARC shall be "the senior staff official of the contracting function". See AFARS 5101.601(4)(ii)(A). These regulations further specify that the contracting function "must be organizationally situated to minimize any potential for undue influence and protect contracting officers from intra-organizational pressure to perform improper acts." See AFARS 5101.602-1(b).

² Pursuant to the Competition in Contracting Act of 1984, the USACE must establish a "competition advocate." Ms. Greenhouse is the designated "competition advocate" for activity occurring at USACE Headquarters. The Competition Advocate is responsible for ensuring that fair and open competition exists on government contracting.

an *independent* executive agency and an appropriate congressional committee.³ In this regard, we request that you contact the Commander-in-Chief, the United States Attorney General and the Secretary of Defense in order to facilitate the appointment of an independent executive branch investigatory body to review the concerns set forth herein. Furthermore, we request that your office ensure that Ms. Greenhouse is not subject to any retaliation during the pendency of this investigation or as a result of informing appropriate officials of her concerns pursuant to federal law, including, but not limited to, Executive Order 12731, 5 U.S.C. §7211, 10 U.S.C. §1034 and 18 U.S.C. §1513(e). We fear that any adverse action against Ms. Greenhouse during the pendency of an investigation will compromise the integrity of any such investigation and have a "chilling effect" on witnesses relevant to the matters set forth herein.

As the USACE PARC and its Competition Advocate, Ms. Greenhouse plays an essential role in making sure that USACE contracting activity is fair and compliant with the letter and spirit of controlling regulations and laws. Under Ms. Greenhouse's leadership, the Office of the PARC made remarkable progress opening the doors to smaller and minority contracting firms with a substantial stream of contracting dollars flowing from the largest contracting firms to the disadvantaged contractor community. In a sworn declaration, a former Commander of the USACE, states that Ms. Greenhouse "strictly followed the Federal Acquisition Regulation ("FAR") for contracting and approached her work with high ethical standards. . . She did an outstanding job as PARC while she was under my supervision" but pressure from individuals "associated with favorite companies," resulted in "Ms. Greenhouse's strict and ethical application of the FAR work[ing] against her, when it should have instead been viewed with high regard by the Command."⁴

Resistance to Ms. Greenhouse's strict adherence to contracting requirements peaked as the USACE sought to issue contracts in preparation for the Iraq War. Ms. Greenhouse experienced repeated interference with her role as the USACE PARC and Competition Advocate. This interference was largely focused on multi-billion dollar contract issues pertaining to a Halliburton subsidiary, Kellogg Brown and Root ("KBR"). As set forth below, employees of the U.S. government have taken improper action that favored KBR's interests. This conduct has violated specific regulations and calls into question the independence of the USACE federal procurement process.

Investigation of the following matters should commence immediately:

³ Pursuant to 5 U.S.C. §7211, Ms. Greenhouse, through counsel, shall be forwarding the appropriate information to responsible members of Congress to ensure that the legislative branch, along with the executive branch, appropriately review the concerns set forth herein.

⁴ A copy of this sworn declaration is in the possession of the USACE. As a result of privacy concerns, the identity of the declarant and a copy of the declaration is not attached.

1. Inclusion of a Five Year Term in the No-Compete RIO Contract

From the start, Ms. Greenhouse's efforts to ensure integrity of the contracting process and to establish a level playing field for all contractors came into conflict with the USACE Command's desire to award a multiple-year no-compete \$7 billion contract to KBR known as "Restore Iraqi Oil" ("RIO"). Federal acquisition regulations require that before a no-compete contract can be awarded, the federal government must prepare a Justification and Approval ("J&A") document setting forth the factual and legal justification for awarding a no-compete contract. J&As concerning contract awards over \$10 million are uniformly presented to the PARC for approval and signature. However, before a J&A is drafted, the USACE may issue a letter contract that allows a contractor to begin work before the J&A process is completed and a finalized contract is awarded. A "letter contract" was issued to permit KBR to commence work that would be covered under the RIO Contract. Ms. Greenhouse raised a concern that the justification being relied upon to issue the letter contract was deficient because it did not identify any unique attributes KBR had that did not flow from government-created entitlements. For example, a key requirement for awarding the letter contract was a requirement that the contractor be knowledgeable of the contingency plan for the invasion of Iraq. However, this requirement was government-created because KBR alone drafted the contingency plan based on a modification to a pre-existing KBR contract, known as LOGCAP.⁵ No other contractor was permitted to participate in the drafting of the contingency plan thereby limiting the award of the letter contract and the follow-on RIO Contract to KBR. This concern was shared by others.⁶ Moreover, Ms. Greenhouse was concerned that the award to KBR conflicted with the usual practice of excluding the contractors who prepare cost estimates and courses of action, such as KBR did in its contingency plan, from bidding on the follow-on implementation contract due to the potential for conflicts of interest and overreaching by the contractor.

Following the issuance of the letter contract, a planning session was held at the Pentagon on February 26, 2003 to discuss, among other things, pre-planning activities and cost issues related to the implementation of the RIO Contract. The meeting was co-chaired by MG Strock (who at the time was the USACE Director of Military Programs, and who currently serves as the USACE Commander and Chief of Engineers). KBR representatives were invited to attend the meeting. As the meeting commenced, Ms. Greenhouse announced her expectation that the costs charged by KBR should be lower than the estimates included in its contingency plans and any request for indemnification should be lower for this contract as KBR was already deployed, which meant that the government should not be charged the initial deployment costs built into the estimates or any indemnification liability covered under the existing contract. Eventually discussions turned to matters that Ms. Greenhouse concluded were outside the scope of information KBR should be privy to until the RIO Contract was formally awarded and definitized. Ms. Greenhouse was so disturbed by KBR's continued participation that she left her seat to whisper in MG Strock's ear that the KBR representatives had to be removed from the

⁵ The GAO subsequently concluded that the modification to the LOGCAP Contract was improper because the scope of work did not fit the scope established in the LOGCAP contract.

⁶ See Attached Exhibit 1 (February 19, 2003 e-mail of Gordon Sumner).

meeting. MG Strock did dismiss the KBR representatives; but by that time Ms. Greenhouse felt that the line between government officials and KBR had become so blurred that a perception of a conflict of interest existed in violation of FAR §3.101-1,⁷ with potential advantage to be realized by KBR over other potential competitors.

After Ms Greenhouse caused KBR to be removed from the meeting, she voiced strenuously objection to the proposed inclusion of granting KBR a five (5) year contract term. The basis for awarding a no-compete contract to KBR was based on a "compelling emergency" justification. Ms. Greenhouse agreed that the compelling emergency justification was appropriate but could not understand why the emergency conditions would prohibit the USACE from extending the contract the following year or any subsequent years if the prosecution of the war made that necessary, which would be understood by any prudent individual. Ms. Greenhouse argued that if the contract was limited to a one year term it could be extended for additional years by the stroke of a pen if the emergency conditions persisted. Ms. Greenhouse left the meeting insisting that the RIO Contract duration extension be limited to a single year. Nonetheless, when the finalized J&A was presented to Ms. Greenhouse for signature on February 27, 2003, it still included the objectionable five year term. Ms. Greenhouse was told that the decision to keep the five year term was made by MG Strock. However, Ms. Greenhouse, in good conscience, could not sign off on the contract as presented and she ultimately penned the following comment next to her signature line:⁸

I caution that extending this sole source effort beyond a one year period could convey an invalid perception that there is not strong intent for a limited competition.

As a signatory to the J&A, it was within Ms. Greenhouse's prerogative to exercise her legal and moral obligation to document her objection to the stated duration included in the RIO Contract. In fact, in accordance with Executive Order 12731, Section 101(k), Ms. Greenhouse was required to document her concern. Ms. Greenhouse understood that by including her comments into the body of the J&A that the Army would find it extremely difficult to allow the contract to last for the entire five year duration which otherwise protected the interests of competing contractors. In this manner Ms. Greenhouse could fulfill her obligation under the Executive Order in disclosing potential waste, fraud and abuse in the contracting program.

⁷ Pursuant to FAR 3.101-1: "Government business shall be conducted in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct. The general rule is to avoid strictly any conflict of interest or even the appearance of a conflict of interest in Government-contractor relationships."

⁸ A copy of her signature and comment is attached hereto as Exhibit 2.

The comment Ms. Greenhouse placed into the J&A for the RIO Contract was eventually released to the public and Congressional oversight hearings were held. The hearings were highly critical of actions taken by the Army in awarding contracts to KBR. On October 15, 2004, USACE Deputy Commander, MG Griffin,⁹ admitted under oath that Ms. Greenhouse's decision to write on contracting documents had caused trouble for the USACE and that given the public scrutiny the USACE was under, her continued insistence on writing on contracting documents was intolerable.¹⁰ During counseling sessions conducted by MG Griffin concerning Ms. Greenhouse's performance assessment on upcoming annual reviews, Ms. Greenhouse was told that her continued practice of entering handwritten comments on official contracting documents had to stop. Prior to this, Ms. Greenhouse had made entries on no less than fifty (50) procurement documents without comment from MG Griffin. The decision to restrict Ms. Greenhouse's right to place comments into the body of contracting documentation was improper and aimed at interfering with Ms. Greenhouse's official duties and responsibilities and was an attempt to keep from the public the fact that the PARC and Competition Advocate for the USACE was calling into question aspects of the Army's contracting activity related to KBR. The threatened action of downgrading Ms. Greenhouse's annual evaluations violated both AFARS 5101.602-1(b) (which demands that contracting officials be free of a coercive environment) and Executive Order 12731 (which requires disclosure of potential misconduct).

2. Waiver of KBR Cost and Pricing Data

The RIO Contract came under attack when, on December 11, 2003 the Defense Contract Audit Agency issued a draft report concluding that KBR had overcharged for the purchase of fuel by \$61,000,000. A week later, however, the Commander of the USACE, LTG Flowers, took the unusual step of issuing a waiver to KBR's need to comply with the terms in the RIO Contract that required KBR to provide "cost and pricing data" based on the Corps' determination that the price charged for the fuel was "fair and reasonable." By claiming that the price was fair and reasonable, KBR could be relieved of the contract requirement that cost and pricing data be provided.

The action the USACE took to end the political firestorm caused by the DCAA Audit was improper and illegal. At the time the waiver was granted, Ms. Greenhouse, as the USACE PARC, was the only individual authorized to review and evaluate the justification and sign-off on the documents transmitting the waiver request to LTG Flowers, as the USACE Head of Contracting Activity ("HCA") for final approval. However, concerned that Ms. Greenhouse would contest the basis being relied upon to justify the "fair and reasonable" determination set forth in the waiver, the USACE Command intentionally kept knowledge of the waiver request from Ms. Greenhouse. Instead, the USACE Command clandestinely went to a subordinate, LTC

⁹ Ms. Greenhouse administratively reports to MG Griffin who is responsible for preparing her annual performance review. MG Griffin is outside Ms. Greenhouse's contracting chain of command.

¹⁰ A transcript of MG Griffin's comment has not, as of yet, been made available to Ms. Greenhouse.

Albert Castaldo. The USACE Command knew it could trust LTC Castaldo to take actions he knew to be against Ms. Greenhouse's desires because he had previously reported to the Command his willingness to do so. Without telling Ms. Greenhouse of the waiver request, LTC Castaldo was asked to sign the document transmitting the waiver request to LTG Flowers, knowing that Ms. Greenhouse had neither reviewed nor approved it. In fact, Ms. Greenhouse had specifically placed LTC Castaldo and the Command Group on notice that it was her interpretation of the controlling regulations that required that the PARC alone sign specific documents and that the signature authority of the PARC could not be delegated unless specifically permitted by regulation or else the deputy PARC was designated by a letter from the PARC to function for a brief period of time as the "Acting PARC." Having failed to obtain the signature of the PARC, the waiver was immediately presented to LTC Flowers for signature.¹¹ LTC Flowers signed the waiver knowing that the PARC had been excluded from participation and, by so doing, knowingly violated controlling AFARS regulations specifying that the PARC was to review and approve the waiver. The evidence suggests that LTG Flowers took this action in order to help KBR squelch a political firestorm.

Significantly, Ms. Greenhouse did not learn of the waiver until after it was granted. Upon subsequent review, Ms. Greenhouse determined that she would not have signed off on the waiver because the documentation relied upon to justify the waiver did not provide her with a sufficient basis to allow her to conclude that the fuel charges were fair and reasonable.

In sum, the manner in which the waiver request was prepared and finalized demonstrates that the USACE Command knowingly violated the AFARS by intentionally failing to obtain the sign-off of the PARC. The evidence suggests that the reasons why the PARC was intentionally kept from seeing the waiver request was politically motivated and driven by the Defense Contract Audit Agency's conclusion that KBR had overcharged the government for the fuel by \$61,000,000 rather than whether the granting of the waiver was in the interests of the government.

Evidence of Collusion

Evidence of collusion between the USACE Command group and LTC Castaldo is contained in a memo prepared by LTC Castaldo that was not supposed to see the light of day. In this memo to MG Griffin, LTC Castaldo acknowledges an agreement he had with the USACE Command Group to subvert the decisional authority of the PARC. According to LTC Castaldo:¹²

¹¹ A copy of the waiver transmittal that was not presented to the PARC for signature but rather bearing the signature of LTC Castaldo and LTG Flowers, is appended as Exhibit 3.

¹² A redacted copy of LTC Castaldo's memo is attached as Exhibit 4. It has been redacted to protect privacy information.

[I]t was discussed, well known and even expected by the USACE Command Group that I [Castaldo] would have to take adverse positions against Ms. Greenhouse's desires in order to protect the command and accomplish certain actions for the best of the command mission. It was fully understood that I would have to exercise the 'Just Do It' card to accomplish my mission for the command.

3. Independent Review of the Follow-On RIO Contract

On January 14, 2004, the USACE Deputy Commander, MG Griffin, who is not within the lineage of authority over contracting,¹³ took over the contracting responsibilities of the PARC in order to conduct an "independent review" of the second RIO Contract. MG Griffin went behind the back of the PARC and again turned to LTC Castaldo to prepare an "Independent Review" of the contract selection process that resulted in selecting KBR as the major contractor under the follow-on Project RIO Contract. MG Griffin, together with USACE General Counsel Robert Anderson and LTC Castaldo improperly kept Ms. Greenhouse in the dark about the need to conduct the independent review and they apparently orchestrated who would conduct the review without any input from the PARC. MG Griffin is not in the contracting chain of command and his continued exercise of control over the contracting activity that should have been within the purview of the PARC was improper. Indeed, by this point in time, Ms. Greenhouse was generally isolated from participating in issues related to KBR.

4. Extension of the Balkans Support Contract to KBR

The Balkans Support Contract, with an estimated worth of \$2 billion, is one of the largest services contracts to be awarded by the Army. The Balkans Support Contract was officially awarded to KBR on May 28, 1999 for a one year term with four annual options. The contract was scheduled to expire no later than May 27, 2004.

In January 2002 the USACE PARC convened an inspection team referred to as a Tiger Team to review how the Balkans Contract was being implemented. The PARC prepared an executive summary of the findings. Some of the significant findings were that: "The general feeling in the theater is that the contractor is 'out of control' and that they wait for commander rotations" and during the confusion are able to get what they want; that "[i]t appears that the contractor makes the decisions on what is constructed, purchased or provided and it appears that oftentimes the products and services delivered reflect 'gold-plating,'" i.e., purchasing expensive items when less costly alternatives exist, and that it appeared that the "government has lost

¹³ The contracting lineage of authority flows from Congress, to the Secretary of Defense, to the Secretaries of the Services, to the Heads of Contracting Activities ("HCAs"), to the Principal Assistants Responsible for Contracting ("PARCs"), to contracting officers. The HCA for the USACE is the Commander of the Corp who, at the time, was LTG Flowers.

control of who owns the contract.”¹⁴ Ms. Greenhouse’s intervention, which did not go unnoticed by KBR, enabled the government to improve cost containment over the Balkans Services Contract.

At the time the contract was to expire (May 27, 2004), a “follow-on” contract was in the process of being awarded. However, instead of awarding that contract, the USACE permitted KBR to continue on as the contractor until April 30, 2005. The value of this eleven month extension to KBR of the Balkans Support Contract is estimated by the USACE to be \$165,000,000.¹⁵

A finalized draft of the J&A justifying the eleven month extension of the Balkans contract was presented to Ms. Greenhouse on August 20, 2004.¹⁶ This draft J&A claimed that the extension was necessary as a result of a “Compelling Emergency.” However, the explanation contained in the J&A presented to Ms. Greenhouse for review and signature was materially incomplete with respect to the reason that caused the compelling emergency.¹⁷ As a result, Ms. Greenhouse stated her concerns in writing on the J&A presented to her for signature. Therein, Ms. Greenhouse wrote: “The content of this J&A concerns me regarding the on-going source selection process and the decisions made thereon by individuals without authority to make such decisions with total exclusion of the PARC” and that the delay was “intolerable” because “5 years is ample time to complete a follow-on competition regardless of complexity.”¹⁸

¹⁴ A copy of a draft Tiger Team Executive Summary authored by Ms. Greenhouse is appended hereto as Exhibit 5.

¹⁵ The USACE had determined that the current burn rate under the existing Balkans contract is approximately \$15,000,000 per month.

¹⁶ A prior finalized J&A was presented to Ms. Greenhouse for review and signature seeking to justify the extension of the Balkans Services Contract which included an attempt to expand the scope of work to be conducted under the existing Balkans contract. Ms. Greenhouse found the attempt to expand the scope to be improper and rejected the J&A. A modified J&A was then resubmitted to Ms. Greenhouse for review and signature on August 20, 2004.

¹⁷ Many of the excluded material facts are presumably set forth in investigatory files maintained by an Integrated Project Team (“IPT”) that was formed by and reported directly to MG Griffin. The IPT was formed in June, 2004 without consultation or participation by the USACE PARC. A full understanding of the factual basis for the determination as to why the Balkans follow-on contract could not be timely awarded will necessarily require release of the factual findings of the IPT. We therefore believe that the findings of the IPT should be made available. We request that this document be voluntarily released. However, in the alternative, this letter constitutes a formal request under the Freedom of Information Act directed to the United States Army for the immediate release of said report or assessment.

¹⁸ A copy of the August 20, 2004 documents bearing the handwritten comments of Ms. Greenhouse is attached as Exhibit 6.

Exactly what occurred after Ms. Greenhouse forwarded her written comments on the J&A is not fully understood. However, MG Griffin asserts that on August 27, 2004 the Deputy Assistant of the Army (Policy and Procurement), Ms. Tina Ballard, communicated to him that Ms. Greenhouse had to be told that she could no longer include handwritten comments on official documents.¹⁹

In any event, Ms. Greenhouse's handwritten comments impacted the Corps' plan of extending the KBR contract under a compelling emergency justification without fully explaining in the J&A why the Army was unable to timely award the follow-on contract. In this regard, the Department of the Army Headquarters decided to delete reference to a compelling emergency and instead justify the extension based on a "one-and-only-one-source" rationale. Significantly, this is the first time during Ms. Greenhouse's tenure as the USACE PARC (i.e., since June of 1997) that the basis of justification contained in a J&A that was submitted through the PARC for signature was altered. Indeed, the J&A was altered without consultation with the PARC. Instead, the Department of the Army's Office of General Counsel directly instructed the Director of Contracting for the Transatlantic Programs Center ("TAC"), William C. Ryals, to alter the J&A. Ms. Greenhouse learned of the instruction to alter the justification from Mr. Ryals on the morning of October 5, 2004. She thereafter, pursuant to Executive Order 12731, forwarded a memo to USACE Commander LTG Strock stating in relevant part:²⁰

Sir, after reviewing the J&A with the Compelling Emergency Exception, there was never a reference that it was ever considered that Brown and Root was a 'One-and-only-One Source' that could provide the services. It was very disturbing to me that TAC had five years to award the follow-on contract and have not to this date given me a justifiable reason as to why the source selection process was stopped and by whom was it stopped, which drove them to a Compelling Emergency situation . . . [T]he truth should be clearly explained for any prudent individual to assess as to why the good faith source selection process was stopped . . .

Sir, having an on-going source selection for a competition, how can USAREUR and TAC justify that there is one-and-only-one source for the requirement. . . I believe that the advice from HQDA Chief Counsel's office is not in the best interest of the Corps nor the Army and I cannot understand why the folks at TAC, after having 5 years to complete the follow-on contract and was well on their way to making an award, how the SSA or whomever made the decision to stop the award could have allowed the Corps to be placed in such a bad situation . . . this was an action that MG Griffin was aware of, did not alert me and did not ask my

¹⁹ MG Griffin, eleven days following his discussion with Ms. Ballard, authored a handwritten note stating that Ms. Ballard "asked me to discuss w/ PARC . . . bottom line - no handwriting on official document & no proviso's." A copy of MG Griffin's handwritten note appears on the top of the Exhibit 6.

²⁰ A copy of Ms. Greenhouse's memo to LTG Strock is attached as Exhibit 7.

advice when he discovered the problems, but called in LTC Doyle from his transition leave, who was not officially the Deputy to represent my office . . . I do not understand today why I was excluded from the situation . . .

I believe if the Contract is not extended under Compelling Emergency, telling the complete facts as to why the award could not be made under the source selection process that was on-going, then it should not be extended under the exception of 'One and only One Source', . . . why can't the J&A be rewritten for compelling emergency telling the complete circumstances as to why the source selection process was aborted, which created the compelling emergency situation beyond the control of the government? The facts of that matter should be within the public trust and cannot be held as a 'secret' . . . Sir, I cannot make the J&A, but as Competition Advocate, I must validate it with whatever exception TAC determines best fits with the advice that I have provided above.

Ms. Greenhouse was never provided with the reasons why the J&A had to be altered. However, at approximately 6:00 PM on October 6, 2004, two individuals entered Ms. Greenhouse's office explaining that a phone call was placed to Ms. Tina Ballard during the course of a meeting related to the J&A and Ms. Ballard was making the change for "political reasons." The final J&A was not presented to Ms. Greenhouse; it was rather signed out by LTC Doyle who was not authorized by the PARC to sign the document on her behalf nor could he sign the document on her behalf as the USACE's Competition Advocate.²¹

Conclusion

For the reasons set forth above, we respectfully ask that you take action to protect Ms. Greenhouse from being removed as the USACE PARC until such time as a thorough and complete investigation of the serious matters outlined above are complete. We ask that you coordinate any investigation with the Commander-in-Chief, the Secretary of Defense and the U.S. Attorney General and ensure that the investigation be conducted by a knowledgeable neutral body that has no ties to the Army or the contracting community.

²¹ On October 7, 2004, Ms. Greenhouse signed an earlier copy of the J&A but included handwritten contingencies on her acceptance. However, Ms. Greenhouse's signed copy bearing her stated contingencies was rejected and a revised J&A was issued on October 8, 2004. In the revised version Ms. Greenhouse's name is removed and LTC Doyle's name was inserted in its place. The original and the revised J&A signature pages are attached as Exhibit 9.

Thank you in advance for your prompt and careful attention to this matter. If you have any questions, please do not hesitate to contact our office. We would appreciate obtaining a response to this letter if at all possible by October 22, 2004.

Respectfully submitted:



Michael D. Kohn
Stephen M. Kohn
David K. Colapinto
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Principal Assistant Responsible for Contracting
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