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Description of document: Closing documents for thirty-four (34) General Services Administration (GSA) Office of Inspector General (OIG) investigations, 2008-2015

Requested date: 27-January-2017

Released date: 15-March-2017

Posted date: 08-October-2018

Source of document: FOIA Request
OIG Freedom of Information Act Officer
GSA, Office of Inspector General (JC)
1800 F Street, NW, Room 5326
Washington, DC 20405
Fax: 202-501-0414
Email: OIGFOIA-PrivacyAct@gsaig.gov
[FOIA Online](#)

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U.S. General Services Administration
Office of Inspector General

March 15, 2017

Re: Freedom of Information Act Request (OIG Tracking Numbers 17-022)

This is in response to your Freedom of Information Act (FOIA) request dated January 27, 2017 in which you requested copies of concluding documents for certain closed investigations in 2015. The requested concluding documents were:

1040114	Z070035	10891392	10831563
Z0841854	Z0990133	V0990657	11172279
V1152367	V1132451	Z1192968	Z11W2978
V1273536	11293625	11293654	Z1293741
Z15H3708	Z1253813	Z1253922	112M3939
Z1253993	Z1224214	113W4545	113L4544
Z13W4729	Z13L4736	V1314760	11374792
Z14M5077	11424171	Z1415110	Z1495114
Z15W5113	11414794	V14L5139	114W5168
Z1465182	Z1465266	11475237	Z14W5276
Z1415278	11493314	Z15980020	115900065
115900064	Z15580033	C15960019	
115980035			

Upon review of the responsive material we are releasing, I determined you are entitled to portions of the requested material under the FOIA. The bases for any redacted or withheld information are Exemptions 6, 7(A), 7(C), 7(E), and 7(F) of the FOIA.

Your request for documents concerning case numbers I1590006, I15900065, I1293625, Z1293741, Z13W4729 are being withheld under Exemption 7(A) of the FOIA 5 U.S.C. §522 (b)(7)(A). Exemption 7(A) protects law enforcement records if their release could reasonably be expected to interfere with enforcement proceedings because their premature release could hinder the government's ability to further control and shape the investigation and enable targets of the investigation to elude detection; create defenses; or suppress, fabricate, or tamper with evidence. For the materials that have been

withheld under 7(A), we have determined they are law enforcement records for an on-going, pending or prospective investigation. The underlying investigations for these case numbers are still on-going and release of these records could reasonably be expected to interfere with ongoing enforcement proceedings.

After a thorough search of our files we did not locate records responsive to your request regarding case numbers V0991657, Z0990133, I1414794, Z1415110, Z1415278, Z070035, Z0841854, Z1495114 and Z14W5276.

Exemption 6, 5 U.S.C. §552(b)(6), **requires** withholding of information that, if released, would constitute a clearly unwarranted invasion of personal privacy. Similarly, Exemption 7(C), 5 U.S.C. §552(b)(7)(C), **requires** withholding of records or information compiled for law enforcement purposes, where disclosure could reasonably be expected to constitute an unwarranted invasion of personal privacy.

Exemption 7(E) protects law enforcement records if their release would disclose techniques and procedures for law enforcement investigation or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if the disclosure could reasonably be expected to risk circumvention of the law.

Lastly, Exemption 7(F) of the FOIA, 5 U.S.C. §552 (b)(7)(F), permits the withholding of information that could endanger the life or safety of any person.

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirement of the FOIA. See 5 U.S.C. §552(c) (2006 & Supp. IV (2010)). This response is limited to those records that are subject to the requirement of the FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not exist.

You have the right to file an administrative appeal within 120 days of the date of this letter. By filing an appeal, you preserve your rights under FOIA and give the agency a chance to review and reconsider your request and the agency's decision. The appeal must be in writing, include the GSA OIG FOIA Case Number (17-022), and contain a statement of reasons for the appeal. In addition, please enclose copies of the initial request and responsive document. The envelope and letter should be clearly marked as a "Freedom of

Information Act Appeal" and addressed as follows:

Freedom of Information Act Officer
Office of the Inspector General, General Services Administration
1800 F Street, NW, Room 5332
Washington, D.C. 20405

If you would like to discuss our response before filing an appeal to attempt to resolve your dispute without going through the appeals process, you can contact our FOIA Public Liaison Kenneth Sharrett for assistance at:

Office of the Inspector General, General Services Administration
1800 F Street, NW, Room 5332
Washington, D.C. 20405
(202) 501-1932
oigfoia-privacyact@gsaig.gov

If you are unable to resolve your FOIA dispute through our FOIA Public Liaison, the Office of Government Information Services (OGIS), the Federal FOIA Ombudsman's office, offers mediation services to help resolve disputes between FOIA requesters and Federal agencies. The contact information for OGIS is:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road--OGIS
College Park, MD 20740-6001
ogis@nara.gov
ogis.archives.gov
202-741-5770
877-684-6448

Sincerely,



Edward J. Martin
Counsel to the Inspector General
(FOIA Officer)

Attachments:

Approximately 40.06 MB of data consisting of 34 Responsive Documents

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General
MIDWEST REGIONAL INVESTIGATIONS OFFICE

September 22, 2014

MEMORANDUM FOR FILE

FROM: (b) (6), (b) (7)(C)
SPECIAL AGENT IN CHARGE
MIDWEST REGIONAL INVESTIGATIONS OFFICE (JI-6)

SUBJECT: CASE CLOSING
04-0114
(b) (6), (b) (7)(C) et al.– Major Fraud
San Antonio, TX

This is to advise that the above-captioned investigation was officially closed on September 22, 2014.

This case was opened May 7, 2004, based upon a referral by GSA, OIG, Chicago Field Audit Office (JA-5). They conducted an audit of FTS' Client Support Centers (CSCs), Audit Assignment Number A020144, of task orders placed by the Region 6, CSC, on behalf of the Air Force Medical Support Agency (AFMSA), Brooks Air Force Base, TX. JA-5 reviewed 12.9 million in FY '03 orders and \$1.5 million in FY '02 orders. In reviewing these orders, they noted that AFMSA was improperly soliciting contractors and receiving offers and then recommending to the CSC which contractors should receive the awards. JA-5 noted that the client representative involved in this practice, (b) (6), (b) (7)(C), was a contract employee working for AFMSA. JA-5 found that the bids on these tasks contained very similar formats, cost elements, and in many cases identical line item amounts, also all of the bidders proposed utilizing the same installation subcontractor, Ark Systems, Inc. (ARK). JA-5 believed it possible that AFMSA communicated with companies that had government contracts, either 8(a) or multiple award schedule contracts, and directed those companies to use ARK as the installation subcontractor on these task orders.

On April 8, 2004, (b) (6), (b) (7)(C), Air Force, OSI, Whiteman Air Force Base, MO, advised based on GSA, OIG's referral that AF OSI would be opening a joint investigation into this matter.

Investigation revealed that Karta Technologies held an Federal Technology Service contract and was hired by AFMSA to evaluate and determine the best contractor for the network cable installation for each of the AF hospitals. (b) (6), (b) (7)(C) was a program manager at Karta and oversaw the project. Subsequently, (b) (6), (b) (7)(C) developed a scheme to create a pass-through company, Enterprise and Deployment, LLC. (EDI), and insert (b) (6), (b) (7)(C) company into the AFMSA procurement process.

EDI consisted of (b) (6), (b) (7)(C), former commander of AFMSA and at that time was business development manager, Karta, and (b) (6), (b) (7)(C) who at that time was vice president, Government Systems, Ark.

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Using inside knowledge and (b) (6), (b) (7)(C) influence as a representative of AFMSA, EDI obtained teaming agreements with the FTS and AF prime contractors who had schedule contracts for the AFMSA task orders. Through this scheme, EDI acted as a first-tier subcontractor, but added no value and made substantial profits for simply acting as a pass-through between the prime contractors and Ark, the second-tier installation subcontractor. From July 2002 through 2008, EDI obtained approximately \$33.5 million in subcontracts; thereby enriching themselves by almost \$6.5 million dollars.

On January 27, 2011, an information was filed in U.S. District Court, Western District of Texas (WDTX), San Antonio, TX, charging (b) (6), (b) (7)(C) (NMI) (b) (6), (b) (7)(C) with violating Title 18, United States Code, Section 4 (Misprision of felony). As part of a plea agreement with the government (b) (6), (b) (7)(C) waived preliminary hearing and entered a plea of guilty. (b) (6), (b) (7)(C) also agreed to testify on behalf of the prosecution as to (b) (6), (b) (7)(C) knowledge of the conspiracy.

On November 2, 2011, A 17-count indictment was returned by the Grand Jury, U.S. District Court, WDTX, San Antonio, TX, charging (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), both of Clovis, New Mexico and (b) (6), (b) (7)(C) San Antonio, with one count of violating 18 USC § 371, Conspiracy To Defraud the United States, twelve counts of violating 18 USC § 1343, Wire Fraud, and four counts of violating 18 USC § 1031, Major Fraud against the United States. Arrest warrants were approved by U.S. Magistrate Judge (b) (6), (b) (7)(C) and were issued by the court.

On November 3, 2011, (b) (6), (b) (7)(C) was arrested at (b) (6), (b) (7)(C) residence by GSA, OIG, and AF OSI.

On November 21, 2011, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) surrendered themselves to the U.S. Marshal's Service in Lubbock, TX on their outstanding warrants.

On April 25, 2013, (b) (6), (b) (7)(C), were convicted by a Federal jury, U.S. District Court, WDTX, San Antonio, TX, with one count of violating 18 USC § 371, Conspiracy To Defraud the United States, twelve counts of violating 18 USC § 1343, Wire Fraud, and three counts of violating 18 USC § 1031 and 2, Major Fraud against the United States.

On June 28, 2013, (b) (6), (b) (7)(C), were sentenced by Chief U.S. District Judge (b) (6), (b) (7)(C) WDTX, San Antonio, TX, to 5 years probation on each of 16 counts to run consecutively, to pay a fine, jointly and severably, of \$6,445,370 and the defendants were ordered to write a letter to each of the individuals who had written character reference letters on their behalf to Judge (b) (6), (b) (7)(C) telling the authors of the letters that they were both "liars" and "thieves".

On August 20, 2013, the United States of America appealed to the United States Court of Appeals for the Fifth Circuit the final judgments and sentences involving (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C).

On June 13, 2014, (b) (6), (b) (7)(C) was sentenced by Judge (b) (6), (b) (7)(C) WDTX, to 5 years of supervised probation on each of 16 counts to run concurrently, to pay a \$100 assessment to the Crime Victim's Fund and to pay restitution, jointly and severably, to the government of \$6,445,370. During the hearing Judge (b) (6), (b) (7)(C) learned that (b) (6), (b) (7)(C) had recently sold (b) (6), (b) (7)(C) home in San Antonio and Judge (b) (6), (b) (7)(C) ordered that the proceeds \$317, 604.33 be forfeited by (b) (6), (b) (7)(C) towards restitution. (b) (6), (b) (7)(C) did surrender that amount to the court clerk's office on June 16, 2014.

On February 13, 2014, the United States of America vacated its appeal of the (b) (6), (b) (7)(C) sentences. All court action has been adjudicated and therefore this case is closed as of September 22, 2014.

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If you have any further questions please contact (b) (6), (b) (7)(C) Assistant Special Agent in Charge.

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

GREAT LAKES REGIONAL INVESTIGATIONS OFFICE

MEMORANDUM FOR FILE

FROM: (b) (6), (b) (7)(C)
 SPECIAL AGENT IN CHARGE (JI-5)

SUBJECT: Closing Memorandum
 File Number: V1152367

This memorandum serves to close V1152367. On February 10, 2011, JI-5 took a proactive approach and monitored the excess/surplus property program in Region 5.

During the course of this proactive investigation JI-5 worked with the regional state agencies for surplus property to determine if there was any fraud, waste, or abuse within the program. GSA area property managers were also given a fraud awareness briefing in 2014.

No further investigation is warranted and the case is closed.

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Office of Investigations (JI-5)
230 South Dearborn Street, Suite (b) (7)(F) Chicago, IL 60604 (312/353-7779)



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

GREATER SOUTHWEST REGION INVESTIGATIONS OFFICE

May 8, 2015

MEMORANDUM FOR

FROM:

(b) (6), (b) (7)(C)

SPECIAL AGENT IN CHARGE (JI-7)

SUBJECT:

GSA PROPERTY ADVERTISED FOR SALE ON WEBSITES

File No. V1273536

This is to advise you that the above-captioned investigation was officially closed on this date.

This proactive investigation was initiated in response to case number I1172279, GSA purchased Marathon Watches sold on Ebay. The investigation of the sale of Marathon watches purchased through GSA contracts highlighted the need to proactively look for GSA property being sold online. Additionally, the Office of Investigations has previously identified other GSA property such as GSA Fleet license plates and WPA artworks for sale online.

The proactive efforts our office made during the course of the investigation did not identify any additional GSA property that was for sale in the Greater Southwest Region. Our office will continue to monitor sites that might sale GSA property; however, for administrative reasons this investigation was closed.

If you have any questions, please call me at (b) (6), (b) (7)(C)

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Office of Investigations (JI-7)
819 Taylor Street, Room (b) (7)(F) Fort Worth, TX 76102 (817/978-2589)



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

June 10, 2015

MEMORANDUM TO FILE

FROM:

(b) (6), (b) (7)(C)

Special Agent in Charge, Washington, D.C.

SUBJECT:

Hotline Z15H3708

Review of the allegation revealed the subject of the complaint voluntarily separated from government service in 2013. As such, this matter is administratively closed to Office of Investigations files and may be re-opened or incorporated into more substantive allegations, in the event they may be received.



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U.S. GENERAL SERVICES ADMINISTRATION

Office of Inspector General

CENTRAL REGIONAL INVESTIGATIONS OFFICE

MEMORANDUM FOR

FILE

(b) (6), (b) (7)(C)

FROM:

(b) (6), (b) (7)(C)

SPECIAL AGENT IN CHARGE (JI-5)

SUBJECT:

Closing Memorandum

File Number: Z1253993

This memorandum serves to close Z1253993. The complaint and examination into allegations against GSA employee (b) (6), (b) (7)(C) were unfounded. No evidence was made available, or discovered, that would substantiate that any GSA rules or policies were violated in granting (b) (6), (b) (7)(C) "virtual employee" status.

No further investigation is warranted and the case is closed.

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Office of Investigations (JI-5)

230 South Dearborn Street, Suite 2000 Chicago, IL 60604 (312/353-7779)



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

SOUTHEAST REGIONAL INVESTIGATIONS OFFICE

MEMORANDUM FOR

(b) (6), (b) (7)(C)
SPECIAL AGENT-IN-CHARGE
OFFICE OF INVESTIGATIONS (JI-4)

FROM:

(b) (6), (b) (7)(C), (b) (7)(F) (b) (6), (b) (7)(C), (b) (7)(F)
SPECIAL AGENT
OFFICE OF INVESTIGATIONS (JI-4)

SUBJECT:

Report of Investigation re:

(b) (6), (b) (7)(C) Employee Misconduct

Case Number: Z14M5077

This memorandum presents the findings of our investigation. No further actions or referrals are necessary to close this matter.

This investigation was predicated on an allegation by (b) (6), (b) (7)(C) Director, GSA, that (b) (6), (b) (7)(C) Supervisory Realty Specialist, GSA, was engaged in a pattern of employee misconduct including steering contract and leasing awards and engaging in unauthorized private leasing transactions with GSA contractors. According to the allegation, it appeared to (b) (6), (b) (7)(C) that the GSA Source Selection Board (SSB) for the Southeast Region, or specifically (b) (6), (b) (7)(C) who was the lead of the SSB), was potentially steering the award of contracts to certain contractors. Additionally, (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) believed (b) (6), (b) (7)(C) owned and operated a personal leasing business called Smart Market Realty and was conducting commercial real estate transactions with contractors that (b) (6), (b) (7)(C) has awarded leasing projects to in (b) (6), (b) (7)(C) position with GSA.

Based upon the initial referral, GSA OIG conducted an investigation including interviewing GSA employees, GSA Contractors, business associates of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) reviewing Source Selection Board reviews by GSA's Procurement Management Review, and with assistance from GSA Counsel, Region 4, reviewing (b) (6), (b) (7)(C) current and past SF-450s as well as GSA Counsel's accompanying approvals. GSA OIG also investigated the corporate history and documentation relating to all businesses affiliated with (b) (6), (b) (7)(C) past and present, during (b) (6), (b) (7)(C) employment with GSA, as well as identified (b) (6), (b) (7)(C) current outside employment as an independent contractor with United Realty Group and (b) (6), (b) (7)(C) personal website, (b) (6), (b) (7)(C) com.

The investigation did not reveal evidence of the steering of contract awards or of a quid pro quo between (b) (6), (b) (7)(C) and any contractors. The investigation did not reveal evidence that (b) (6), (b) (7)(C) has ever conducted a commercial real estate transaction outside of GSA.

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Office of Investigations (JI-4)

401 West Peachtree Street, Suite (b) (6), (b) (7)(F) Atlanta, GA 30308 (404) 331-5126

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GSA OIG did not develop any information to serve as the basis for a presentation for criminal or civil prosecution or administrative action. This matter does not require any further investigation or action.

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

June 10, 2015

MEMORANDUM TO FILE

FROM:

(b) (6), (b) (7)(C)

Special Agent in Charge, Washington, D.C.

SUBJECT:

Hotline Z15W5113

Review of the allegation revealed it to be generic in nature, with no specific allegation of administrative or criminal wrong doing by any one person. As such, this matter is administratively closed to Office of Investigations files and may be re-opened or incorporated into more substantive allegations, in the event they may be received.

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General
MIDWEST REGIONAL INVESTIGATIONS OFFICE

April 24, 2015

MEMORANDUM FOR: FILE

FROM: (b) (6), (b) (7)(C)
SPECIAL AGENT IN CHARGE
MIDWEST REGIONAL INVESTIGATIONS OFFICE (JI-6)

SUBJECT: (b) (6), (b) (7)(C)
Des Moines, IA
CONFLICT OF INTEREST
File No. Z1465182

This is to advise you that we have completed our investigation of (b) (6), (b) (7)(C) Facilities Operations Specialist, Public Buildings Service (PBS), GSA, Des Moines, IA, regarding an alleged Conflict of Interest.

On March 6, 2014, this office received a Fraudnet allegation from a complainant stating that (b) (6), (b) (7)(C) went on a one week fishing trip with a supervisor from LB&B Associates, Inc. (LB&B), a GSA operations and maintenance contractor. The complainant also stated that (b) (6), (b) (7)(C) went on similar types of hunting trips with a supervisor of Goodwill, a GSA cleaning contractor whose contract (b) (6), (b) (7)(C) administers. There was also a complaint that during the winter of 2013 GSA needed to replace the boiler in the Davenport Courthouse, and that it was purportedly sole sourced to LB & B due to (b) (6), (b) (7)(C) relationship with the LB & B supervisor.

On April 9, 2014, (b) (6), (b) (7)(C) was interviewed by federal agents and stated that (b) (6), (b) (7)(C) is friends with (b) (6), (b) (7)(C), Supervisor, LB & B, and went on a fishing trip; however, (b) (6), (b) (7)(C) notified (b) (6), (b) (7)(C) supervisor and paid (b) (6), (b) (7)(C) own way. (b) (6), (b) (7)(C) subsequently provided federal agents a Wells Fargo bank statement indicating the withdrawal of funds was for the trip, and an email that discussed the down payment for Ayers Resort. In regard to the hunting trips, (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) is friends with (b) (6), (b) (7)(C) Supervisor, Goodwill, a GSA cleaning contractor, and (b) (6), (b) (7)(C) has gone hunting and fishing with (b) (6), (b) (7)(C) in Iowa, but never on overnight trips.

The investigation revealed that the contracts are awarded by (b) (6), (b) (7)(C) Contract Specialist, GSA, PBS, Des Moines, IA, and (b) (6), (b) (7)(C) administers the contracts for the Des Moines and Davenport, IA, courthouses. A review of (b) (6), (b) (7)(C) emails indicate that (b) (6), (b) (7)(C) continues to be critical of the contractor's performance despite being friends with contractor employees.

In conclusion, the investigation found no evidence to indicate that (b) (6), (b) (7)(C) received gratuities; however, (b) (6), (b) (7)(C) activities could easily give the appearance of a conflict of interest. (b) (6), (b) (7)(C) supervisor was notified of (b) (6), (b) (7)(C) trip and did not prohibit it, and did advise they should discuss in the future if this comes up again.

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Page Two
File Number Z1465182

On November 18, 2014, a Letter Report was provided to the Region 6 Regional Administrator and the Region 6 PBS Regional Commissioner to make them aware of the situation. On March 30, 2015, (b) (6), (b) (7)(C), PBS, Kansas City, MO, informed this office that (b) (6), (b) (7)(C) supervisor, (b) (6), (b) (7)(C) had a discussion with (b) (6), (b) (7)(C) regarding the importance of concerns related to the appearance of impropriety that impacted (b) (6) fishing trip that was the subject of the investigation. (b) (6), (b) (7)(C) stated that (b) (6) is convinced that (b) (6), (b) (7)(C) is now well aware of the concern for both this specific instance and the concept of appearance in general.

The case was officially closed on April 24, 2015. All related documents have been transferred to this case file in IG-IDEAS.

If you have any questions, please call Special Agent (b) (6), (b) (7)(C), (b) (7)(F), Midwest Regional Investigations Office at (b) (6), (b) (7)(C), (b) (7)(F).

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General
Pacific Rim Regional Office of Investigations

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October 27, 2015

MEMORANDUM FOR: (b) (6), (b) (7)(C)
ASSISTANT INSPECTOR GENERAL FOR INVESTIGATIONS (JI)

FROM: (b) (6), (b) (7)(C) 10/27/2015
SPECIAL AGENT IN CHARGE (JI-9)

SUBJECT: Case Closing Memorandum

Case Title – Alleged WPA Artwork
Case File Number – I15980035

This memorandum serves as the Final Report of Investigation in this matter.

On August 24, 2015, JI-9 received a referral from JI-W concerning a purported WPA painting for sale. **Interior** by artist (b) (6), (b) (7)(C) was offered on Clars Auction Gallery website.

Agents subsequently reviewed and imaged the watercolor at the auction gallery. During the review, the WPA FAP label was immediately apparent, stamped on the reverse side of the painting. Clars staff temporarily removed the painting from the Auction.

The GSA Fine Arts Program Office determined **Interior** was commissioned by the WPA during the New Deal era. Based on the determination, Clars and the consignor, (b) (6), (b) (7)(C) released the painting to the custody of JI-9.

On October 23, 2015, U.S. Art took possession of the painting for transfer to Washington, D.C.

Based on the aforementioned, this matter is closed.

If you have any questions or concerns regarding this matter, please contact me at (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C), (b) (7)(F) @gsaig.gov.

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

March 16, 2015

MEMORANDUM FOR: FILE

FROM:

(b) (6), (b) (7)(C)

SPECIAL AGENT-IN-CHARGE
MID-ATLANTIC REGIONAL INVESTIGATIONS OFFICE (JI-3)

SUBJECT: **CASE CLOSING MEMORANDUM**

GSA/Chief Information Officer-Reports of Unauthorized Network
Access, PII Data Loss, and Computer Theft

File Number: V113-2451

This memorandum presents the findings of our investigation. No further actions or referrals are necessary to close this matter.

On March 10, 2011, the U.S. General Services Administration (GSA)/Office of Inspector General (OIG), Mid-Atlantic Regional Investigations Office (JI-3), initiated this proactive case to catalog referrals received from the GSA/Office of the Chief Information Officer (CIO). Specifically, GSA/CIO informed JI-3 of all instances of lost or potentially lost Personally Identifiable Information, any type of network intrusion, any criminal activity involving GSA computer systems, and stolen/lost electronic devices. During this proactive investigation, JI-3 received approximately 295 referrals. Approximately 45 of these were referred to JI offices local to the incident for whatever action they deemed appropriate.

On November 12, 2014, (b) (6), (b) (7)(C), National Computer Forensics Coordinator, GSA/OIG, notified JI-3 that (b) (6), (b) (7)(C) will initiate Complaint or Matters Not Investigated cases in the new E-Case system for each report received from the CIO, in order to take advantage of the statistical capabilities of E-Case. Therefore, this proactive case is no longer required and is closed.

Office of Investigations (JI-3)
William J. Green Federal Office Building
600 Arch Street, Room (b) (7)(F) Philadelphia, PA 19106

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

CENTRAL REGIONAL INVESTIGATIONS OFFICE

MEMORANDUM FOR FILE

FROM:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

SPECIAL AGENT IN CHARGE (JI-5)

SUBJECT:

Closing Memorandum
File Number: Z1253813

This memorandum serves to close Z1253813. (b) (6), (b) (7)(C) a GSA PBS Region 5 employee, who maintains residence in Chicago, IL; used (b) (6), (b) (7)(C) GSA travel card for lodging in Chicago and the Chicago suburb of Oak Brook Terrace on three (3) occasions between October 2011 and march 2012. The total amount charged at these hotels was \$596.19.

Further review unveiled that (b) (6), (b) (7)(C) changed duty stations from Chicago to Fishers, Indiana, making travel to Chicago and suburbs within travel guidelines. The investigation also determined payroll overpaid (b) (6), (b) (7)(C) due to a reduced locality pay. The overpayment was corrected in pay period 19 of that year.

No further investigation is warranted and the case is closed.

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Office of Investigations (JI-5)

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

March 4, 2015

MEMORANDUM FOR FILE

FROM:

(b) (6), (b) (7)(C)

MID-ATLANTIC REGIONAL INVESTIGATIONS
OFFICE (JI-3)

SUBJECT: **CASE CLOSING MEMORANDUM**

One World Trade Center Lease – Broker Involvement

File Number: Z1224214

This memorandum presents the findings of our investigation. No further actions or referrals are necessary to close this matter.

This case was opened based on information provided by the GSA OIG Real Property Audit Office (JA-R) in a Suspicion of Irregularity (SOI) report dated August 3, 2012. The SOI summarized JA-R's concerns regarding broker involvement in the One World Trade Center (1WTC) lease in New York, NY. JA-R was concerned that GSA's broker, Studley Inc., New York, NY, was going to collect a broker's commission of over \$3.5 million for performing minimal work on the negotiation of the lease, based on JA-R's belief that Studley became involved in the project after substantial lease terms had already been established. Additionally, JA-R was concerned that the Bruce I. Selfon Company, Naples, FL, was involved in the negotiation of the lease because (b) (6), (b) (7)(C) had been a subject in a GSA OIG investigation in the past. JA-R relayed that Selfon and Royal 1 WTC Management LLC were representing the landlord, Port Authority of NJ/NY, in the transaction and therefore stood to gain approximately \$4.35 million in commission.

From August 2012 to approximately October 2013, the GSA OIG Mid-Atlantic Regional Office of Investigations (JI-3) conducted numerous interviews of GSA employees involved with the lease and reviewed thousands of pages of documents relating to the lease transaction. Additionally, special agents from the Port Authority of NJ/NY Office of Inspector General conducted interviews of Port Authority employees who were also involved in the negotiation of the 1WTC lease. It was determined that Studley had become involved in the lease negotiations

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through a consultant contract years before JA-R believed they had started performing work on the lease. Subsequent to the GSA consultant contract, Studley was awarded a task order under the GSA National Broker Contract 2 (NBC 2) under which they continued to negotiate the lease terms on behalf of GSA. Studley was paid directly by GSA for work they performed under the consultant contract and was paid directly by the Port Authority, via broker commission, for the work they did under the NBC 2 task order. The Port Authority was aware that Studley had previously been compensated by GSA for consultant work on the lease prior to the Port Authority paying Studley their commission fee pursuant to the lease terms. Additionally, it was determined that Selfon was not a broker in the deal, but was instead hired directly by the Port Authority to be a liaison or go-between with GSA in order to get the deal done. The Port Authority paid Selfon \$638,563 to assist in the lease negotiation and to help ensure the deal with GSA went through. This investigation did not identify any evidence of criminal activity associated with Studley's and/or Selfon's involvement in the 1WTC lease.

On October 24, 2013, JI-3 relayed the results of the investigation to JA-R and requested that JA-R consider auditing the consultant contract and the NBC 2 task order awarded to Studley to determine if GSA overpaid Studley for services provided. Considering the commission paid to Studley pursuant to the NBC 2 task order was paid directly by the Port Authority pursuant to lease terms, it was suggested that JA-R review the history of the lease rates to determine if the Port Authority increased rates to compensate for the commission paid to Studley. JA-R agreed to perform the audit and assigned it to the GSA OIG Southeast Sunbelt Audit Office (JA-4) to complete.

On March 2, 2015, JA-4 provided the results of their audit, Audit Report Number A140138/P/4/R15001, Audit of GSA's Contract Use for the World Trade Center Lease. According to the report, there were no reportable findings or recommendations resulting from the audit. However, they did identify contract administration and documentation issues associated with three of the four contracts they reviewed pursuant to their audit of the 1WTC.

Based on the results of JA-4's audit and JI-3's preliminary investigation, this matter does not require any further investigation or action.



U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General
Pacific Rim Regional Office of Investigations

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September 25, 2015

MEMORANDUM FOR: (b) (6), (b) (7)(C)
ASSISTANT INSPECTOR GENERAL FOR INVESTIGATIONS (JI)

FROM: (b) (6), (b) (7)(C) 09/25/2015
SPECIAL AGENT IN CHARGE (JI-9)

SUBJECT: Case Closing Memorandum

Case Title – (b) (6), (b) (7)(C)
Case File Number – Z13L4736

This memorandum recommends closure of this case.

This investigation was initiated based on information provided by an informant from the private sector. The informant alleged that General Services Administration (GSA) Public Building Service employee (b) (6), (b) (7)(C)) improperly solicited outside employment with the informant's private company while a GSA employee.

The informant, during an interview, displayed an employment contract, allegedly prepared by (b) (6), (b) (7)(C) describing a consultant position with the informant's company. The informant also displayed what appeared to be GSA documents related to upcoming real estate projects that (b) (6), (b) (7)(C) allegedly provided. The informant ultimately did not offer (b) (6), (b) (7)(C) a job or offer anything for the GSA documents. The informant would not turn over the original documents during the interview; the informant agreed to make copies of the documents and provide them to the GSA Office of Inspector General (OIG).

Shortly after the informant came forward, (b) (6), (b) (7)(C) received a disability retirement from GSA.

GSA OIG made repeated attempts to obtain the documents from the informant, but the informant would not provide them.

(b) (6), (b) (7)(C) was interviewed and denied ever solicited outside employment while a GSA employee. (b) (6), (b) (7)(C) also denied improperly providing proprietary GSA documents to anyone. (b) (6), (b) (7)(C) said did not work as a consultant after leaving GSA; (b) (6) had health problems and travelled the country to assist (b) (6) recovery.

As the informant failed to provide the documents in question, and the veracity of (b) (6), (b) (7)(C) denial could not be determined, the criminal potential of the case is negligible. Additionally, (b) (6), (b) (7)(C) retirement renders the administrative potential negligible, as well. For these reasons this investigation is closed.

Should you have any questions concerning this matter, please feel free contact me at (b) (6), (b) (7)(C) or the case agent, Special Agent (b) (6), (b) (7)(C), (b) (7)(F), at (b) (6), (b) (7)(C), (b) (7)(F) or (b) (6), (b) (7)(C), (b) (7)(F) @gsaig.gov.

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

Northeast Regional Investigations Office

February 11, 2015

MEMORANDUM FOR: THE FILE

(b) (6), (b) (7)(C)

FROM:

SUBJECT: **CASE CLOSING MEMORANDUM**

REGION 2- REVIEW OF CONFERENCES AND TRAININGS

File Number: I1424171

The investigation of the captioned subject has been completed and the case will be closed.

This case was initiated by the U.S. General Services Administration (GSA), Office of Inspector General (OIG), Northeast Regional Investigations Office (JI-2), New York, NY, to review GSA Region 2 conferences and training sessions that occurred during Fiscal Year 2010 through July 20, 2012, for indicators of fraud. JI-2 selected and reviewed seven conferences and training sessions (five Federal Acquisition Services & two Public Building Services). Throughout the course of this investigation, a JI-2 Special Agent conducted numerous interviews and reviewed hundreds of documents relating to this matter.

This investigation did not identify fraud or criminal activity associated with the reviewed training sessions and conferences, but it did identify administrative issues associated with them. On January 22, 2015, these administrative findings were shared with (b) (6), (b) (7)(C), Acting Regional PBS Commissioner, GSA Region 2, and (b) (6), (b) (7)(C), Acting Regional FAS Commissioner, GSA Region 2. At the conclusion of the meeting, both (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) concurred with the administrative findings and informed JI-2 that procedures have been put in place to prevent such matters from taking place in the future.

No further investigation of this matter will be conducted by JI-2, and the case will be closed.

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General
MIDWEST REGIONAL INVESTIGATIONS OFFICE

May 7, 2015

MEMORANDUM FOR: FILE

FROM: (b) (6), (b) (7)(C)
SPECIAL AGENT IN CHARGE
MIDWEST REGIONAL INVESTIGATIONS OFFICE (JI-6)

SUBJECT: Dark Ops
Counterfeit Markings
File No. Z1465266

Around March 18, 2014, (b) (6), (b) (7)(C), Mission Support, Department of Homeland Security, Homeland Security Investigations (DHS HSI), Springfield, MO, contacted the General Services Administration (GSA) to advise that some products sold by Dark Ops to GSA Schedule holders, International Suppliers and Southern Police Equipment, were made in China. Dark Ops removed the made in China markings and replaced them with made in the USA, which is a Customs' violation pursuant to Country of Origin Marking requirements. The product suppliers used the names of Dark Ops Holdings, Dark Ops, Pyramont North America, JDB Holdings, and Counter Sniper Optics.

HSI contacted GSA in order for GSA to remove these products from the Schedule and they advised the GSA Office of Inspector General (OIG) that they are going to (b) (7)(E) to GSA in order to ensure the potential evidence relating to the items and the Contracts are preserved. R6 Legal and the OIG worked with the Federal Acquisition Service (FAS) to ensure the relevant information was preserved. OIG investigation reflected that the Country of Origin listed for these products in FAS records was the US.

On April 28, 2014, SA (b) (6), (b) (7)(C), (b) (7)(F), DHS HSI, explained that (b) (6), (b) (7)(C) is owned by (b) (6), (b) (7)(C) and Dark Ops is owned by (b) (6), (b) (7)(C), and they formed a partnership. (b) (6), (b) (7)(C) would order products from China and then give them to (b) (6), (b) (7)(C) to alter the China markings and engrave these products to make it appear they were made in the USA. Dark Ops then sold these products to GSA Schedule holders.

The Internal Revenue Service, HSI and U.S. Postal Service were already actively investigating this matter and are (b) (7)(E). HSI's interest were sales made to the public, but during evidence review, they found that some of these products were sold through GSA and HSI wanted to ensure these products were removed from the Schedule contracts.

On April 3, 2015, SA (b) (6), (b) (7)(C), (b) (7)(F) advised that (b) (6), (b) (7)(C) is going to plea to felonies, to include money laundering and wire fraud. There was nothing in their investigation to show that either Southern Police Equipment or International Suppliers, Inc. had knowledge of the false County of Origin markings. HSI does not need any assistance from GSA OIG and GSA is no longer required to hold the cited material under the HSI preservation request.

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Page Two
Z1425266

Based upon the above, no further investigation is necessary and the case is closed.

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General
Pacific Rim Regional Office of Investigations

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April 7, 2015

MEMORANDUM FOR

(b) (6), (b) (7)(C)
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS (JI)

FROM:

(b) (6), (b) (7)(C) 4/7/2015
ACTING SPECIAL AGENT IN CHARGE (JI-9)

SUBJECT:

Case Closing Memorandum
Case Title: Qui Tam – Iron Mountain, Inc.
Case Number: I1493314

This memorandum presents the findings of our investigation.

On December 18, 2011, the U.S. Attorney's Office, Eastern District of CA provided JI-9 with a copy of a Qui Tam complaint filed in the Eastern District of CA. The Qui Tam alleged that Iron Mountain, Inc. (IM) provided false, incomplete, and inaccurate information to the government regarding its commercial pricing practices in connection with its application for a GSA Multiple Award Schedule (MAS) contract originally awarded in 2001 and the extension of that contract in 2006. According to the complaint, IM failed to meet its contractual obligations to provide GSA with accurate information about its commercial sales practices during contract negotiations and failed to comply with the price reduction clause of the GSA contracts by not extending lower prices to government customers during its performance of the contracts. The complaint also alleged that IM charged government agencies for storage meeting National Archives and Records Administration requirements when the storage provided did not meet such requirements. Prior to the Qui Tam filing, Iron Mountain made a disclosure to the GSA pursuant to the FAR regarding unspecified contract compliance issues related to its MAS contract.

JI-9 investigated the allegations jointly with the DCIS, NASAOIG, VAOIG, HUDOIG and Army CID under the direction of AUSA (b) (6), (b) (7)(C), Eastern District of CA. At the conclusion of the investigation, IM agreed to pay \$44.5M to resolve allegations under the False Claims Act that it overcharged federal agencies for record storage services under the GSA contracts.

Based on the above information, this investigation is closed and does not require any further investigation or action.

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General
GREAT LAKES REGIONAL INVESTIGATIONS OFFICE

September 18, 2015

MEMORANDUM FOR FILE

FROM: (b) (6), (b) (7)(C)
SPECIAL AGENT IN CHARGE (JI-
SUBJECT: Case Closing
Case Number Z15580033
Major General (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

This memorandum serves to close Z15580033. On August 11, 2015, The Great Lakes Region, Office of Inspector General, General Services Administration (GSA), was contacted by (b) (6), (b) (7)(C) alleging misuse of a GSA vehicle by Major General (MG) (b) (6), (b) (7)(C) Adjutant General of the Michigan National Guard (MNG), and Command Sargent Major (CSM) (b) (6), (b) (7)(C) Senior Enlisted Advisor, MNG. (b) (6), (b) (7)(C) alleges the MG misused (b) (6), (b) (7)(C) GSA vehicle by driving to Spike's Keg "O" Nails Bar, Camp Grayling, Michigan, on August 12, 2014. Accompanying the MG was CSM (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C).

The Wright Express (WEX) gas purchases were reviewed during the time of the alleged incident. No suspicious activity was identified on the WEX gas purchases.

This case was referred to (b) (6), (b) (7)(C) Commander, Field Investigative Unit, Criminal Investigative Division, Department of the Army for any action they deem appropriate.

Case closed.



U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General
Western Regional Office of Investigations

May 21, 2008

MEMORANDUM FOR:

(b) (6), (b) (7)(C)

ASSISTANT UNITED STATES ATTORNEY
UNITED STATES ATTORNEY'S OFFICE
NORTHERN DISTRICT OF CALIFORNIA
450 GOLDEN GATE AVENUE, ELEVENTH FLOOR
SAN FRANCISCO, CA 94102

FROM:

(b) (6), (b) (7)(C)

SPECIAL AGENT IN CHARGE
OFFICE OF INSPECTOR GENERAL, GSA
WESTERN REGIONAL OFFICE OF INVESTIGATIONS (JI-9)

SUBJECT:

REPORT OF CRIMINAL INVESTIGATION
Case File Number: I0891392

Enclosed is the Report of Investigation (ROI) into the fraudulent statement made by (b) (6), (b) (7)(C) Chief of Police, Blue Lake Police Department. This ROI is a summary of the investigation thus far and the case agent, Special Agent (b) (6), (b) (7)(C), (b) (7)(F), maintains the complete investigative file. Additional copies of investigative reports will be forwarded to your office as they become available.

Please advise Special Agent (b) (6), (b) (7)(C), (b) (7)(F) of additional investigative steps and prosecutorial actions to be taken, upon your review of the ROI.

Should you require any additional information, please contact Special Agent (b) (6), (b) (7)(C), (b) (7)(F) at (b) (6), (b) (7)(C), (b) (7)(F) (Desk) or (b) (6), (b) (7)(C), (b) (7)(F) (Mobile).

Thank you.



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Office of Inspector General

Western Regional Office of Investigations

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ADMINISTRATIVE DATA PAGE

Character of Case: False Statements 18 USC § 1001
Mail Fraud 18 USC §1341
Wire Fraud 18 USC §1343
Unlawful Transfer of Machineguns 18 USC § 922 (o) (1)

Subjects:

(b) (6), (b) (7)(C)

1619 Washington Avenue
McKinleyville, CA 95519

(b) (6), (b) (7)(C)

Case File Number: I0891392

Related Case File Numbers: None

Date of Report: May 20, 2008

Prepared By:

(b) (6), (b) (7)(C), (b) (7)(F)

Special Agent
Office of Inspector General, GSA
Western Regional Office of Investigations (JI-9)

Approved By:

(b) (6), (b) (7)(C)

Special Agent in Charge
Office of Inspector General, GSA
Western Regional Office of Investigations (JI-9)

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OFFICE OF INSPECTOR GENERAL
U.S. GENERAL SERVICES ADMINISTRATION

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BASIS FOR INVESTIGATION

Pursuant to the GSA, Federal Firearms Donation Program, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) of Police, Blue Lake Police Department, California, received 10 Sig Sauer pistols and 10 Colt sub-machine guns. Under this program, ownership/title always remains with GSA. GSA, Office of Inspector General (OIG), received notification from (b) (6), (b) (7)(C), GSA, Property Disposal Specialist that (b) (6), (b) (7)(C) made a fraudulent declaration regarding the number of compensated law enforcement (b) (6), (b) (7)(C) had on (b) (6), (b) (7)(C) staff, which resulted in (b) (6), (b) (7)(C) receiving more weapons than (b) (6), (b) (7)(C) was allowed. (b) (6), (b) (7)(C) also stated some of the weapons may have been loaned to other individuals which is a violation of the contract.

GSA has a personal property disposal program which federal agencies use when an agency has determined that personal property, such as computers, vehicles, and firearms, are no longer needed. The Federal Firearm Donation Program is included as part of the personal property disposal program. The agency conducts an internal screening of the property and reports to GSA the property as excess. The agency is responsible for all the reported surplus property until it is shipped or picked up by the designated recipient.

GSA ensures that information of this excess property is disseminated to a wide range of recipients including other federal agencies, nonfederal recipients, or for donation through the State Agencies for Surplus Property (SASP) to eligible state, public, or nonprofit agencies. SASPs have been established by each state to distribute surplus federal personal property.

The SASPs advise applicants of the eligibility requirements and procedures to follow when obtaining surplus federal property. The SASPs also advise the applicants of the conditions and restrictions placed on the property. One such restriction is that all surplus property obtained through this program must be put into use within one year of acquiring the property and it must continue to be used for one year after that.

SYNOPSIS

In April 2008, GSA Office of Inspector General (OIG) was notified by (b) (6), (b) (7)(C), GSA, Property Disposal Specialist, that (b) (6), (b) (7)(C) made a fraudulent declaration regarding the number of compensated law enforcement (b) (6), (b) (7)(C) had on (b) (6), (b) (7)(C) staff in order to obtain more weapons than (b) (6), (b) (7)(C) was allowed. (b) (6), (b) (7)(C) also stated some of the weapons may have been loaned to other individuals which is a violation of the contract.

Through interviews and review of records, agents concluded that (b) (6), (b) (7)(C) made a false statement when (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) had ten compensated law enforcement positions. As a result of (b) (6), (b) (7)(C) statement, (b) (6), (b) (7)(C) received ten Colt Submachine guns (Colts) and ten Sig Sauer (Sigs) handguns. Had (b) (6), (b) (7)(C) not made the false statement, the firearms would not have been shipped to (b) (6), (b) (7)(C).

It was also determined that (b) (6), (b) (7)(C) transferred three of the Colts to individuals outside of the Blue Lake Police Department without the knowledge of GSA, which is in violation of (b) (6), (b) (7)(C) agreement with GSA.

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DETAILS OF INVESTIGATION

On April 9, 2008, (b) (6), (b) (7)(C), GSA, Property Disposal Specialist, sent a fax to GSA Office of Inspector General (OIG). In the fax, (b) (6), (b) (7)(C) reported that (b) (6), (b) (7)(C) Chief of Police, Blue Lake Police Department (BLPD), made a fraudulent declaration regarding the number of compensated law enforcement (b) (6), (b) (7)(C) had on (b) (6), (b) (7)(C) staff which resulted in (b) (6), (b) (7)(C) receiving more weapons than (b) (6), (b) (7)(C) would be allowed to receive from the GSA Federal Firearms Donation Program. (b) (6), (b) (7)(C) advised that (b) (6), (b) (7)(C) had requested a temporary deferment of the BLPD from receiving any federal surplus property until an investigation is completed. (EXHIBIT 1)

On April 10, 2008, the Reporting Agent (RA) conducted a telephonic interview of (b) (6), (b) (7)(C) (EXHIBIT 2)

(b) (6), (b) (7)(C) reported that federal agencies will notify GSA of excess firearms via either the GSAXcess online database or by submitting a Standard Form 120 - Report of Excess Personal Property through the mail or fax. (b) (6), (b) (7)(C) stated in order for a local police department to receive weapons via the GSA Federal Firearms Donation Program, the Chief of Police, would submit a Letter of Intent to the State Agency for Surplus Property (SASP) indicating the number of compensated law enforcement officers the police department has and a list of desired firearms. (b) (6), (b) (7)(C) advised that the Letter of Intent is submitted to GSA by the SASP. (b) (6), (b) (7)(C) reported that if GSA has an amount equal to or greater than the number of compensated law enforcement listed on the Letter of Intent, GSA will notify the SASP that it has the requested amount. If GSA does not have the number listed on the Letter of Intent, GSA will notify the SASP of the amount available and ask that the SASP contact the police department to see if it will accept the number that is available.

(b) (6), (b) (7)(C) stated that if the police department agrees to take the firearms, the SASP will notify GSA. GSA will then supply the SASP with the name and telephone number of the federal agency's point of contact for the surplus firearms, so that the police department can arrange shipment of the weapons. (b) (6), (b) (7)(C) reported that the police department is responsible for paying the cost of shipping.

(b) (6), (b) (7)(C) reported that (b) (6), (b) (7)(C) received ten Colt Submachine guns (Colts) and ten Sig Sauer handguns (Sigs). (b) (6), (b) (7)(C) advised that one or more of the firearms may have been loaned, given, or sold to another individual, which is a violation of (b) (6), (b) (7)(C) agreement with GSA.

On April 10, 2008, the RA received two faxes from (b) (6), (b) (7)(C). One fax contained the Letter of Intent, dated March 27, 2003, and signed by (b) (6), (b) (7)(C) (EXHIBIT 3) In the Letter of Intent, (b) (6), (b) (7)(C) reported (b) (6), (b) (7)(C) had "10 compensated law enforcement positions." Also in the letter (b) (6), (b) (7)(C) requested several difference types of weapons, including Sig Sauer handguns and Colt Submachine guns. This letter was submitted to (b) (6), (b) (7)(C), SASP, who in turn submitted the letter to GSA, via fax.

The second fax contained a copy of "Firearm(s) Donation Transfer Guidelines." (EXHIBIT 4) This document outlines the guidelines for transferring firearm(s) to state or local law enforcement entities. Per the "Eligibility Requirements" section, only law enforcement agencies

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with the primary function of enforcing federal, state, and/or local laws can receive surplus firearms.

On April 23, 2008, the RA and SA (b) (6), (b) (7)(C), (b) (7)(F), GSA-OIG, met with Investigator (b) (6), (b) (7)(C) Humboldt County District Attorney's Office (HCDAO), and SA (b) (6), (b) (7)(C). During this meeting, the RA was given copies of reports written by Investigators of HCDAO which pertained to this investigation. (EXHIBIT 5) Included is a report dated April 4, 2008, written by Investigator (b) (6), (b) (7)(C). This report contains copies of documents pertaining to the federal surplus firearms transferred to BLPD through the GSA Federal Firearms Donation Program.

Specifically, the Firearm(s) Conditional Transfer Document reads in part:

"1. The Donee agrees that the firearm(s) shall be used, as stated in the letter of intent, which is hereby incorporated by reference, solely for law enforcement activities by the Donee's compensated law enforcement officers whose primary functions include the powers to apprehend and to arrest while enforcing applicable Federal, State and local laws."

"5. The Donee shall immediately report lost, stolen or unaccounted for firearms received pursuant to this conditional transfer document."

"8. The Donee shall never sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of the firearm(s), or remove the firearm(s) permanently for use outside the State."

"9. In the event, the firearm(s) is/are ever sold, traded, leased, loaned, bailed, encumbered, or otherwise disposed of in violation of the terms of this agreement, the Donee, at the option of GSA, shall be liable to the United States Government for the proceeds of the disposal or the fair market value of the firearm(s) at the time of the unauthorized transaction, as determined by GSA."

"11. In the event of a breach by the Donee or its successor in function of any of the above conditions and restrictions, interest in and to the firearm(s) shall, at the option of GSA, revert to and become the property of the United States Government, and the Donee or its successor or assigns, shall forfeit all of its or their rights, title and interest in and to the firearm(s) and may be subject to other penalties, both civil and criminal."

"15. The Donee agrees that this Firearm(s) Conditional Transfer Document was read and that the conditions and restrictions contained herein are fully understood. The Donee also agrees that the Firearm(s) Donation Transfer Guidelines, a copy of which is attached are made part of this document, was read and that the restrictions and the eligibility, transfer documentation, and disposal requirements are fully understood."

(b) (6), (b) (7)(C) signed one Firearm(s) Conditional Transfer Document for the Colts on May 23, 2005, and one for Sigs on March 7, 2006.

Included in this report are two documents titled Transfer Order. The first Transfer Order document lists Drug Enforcement Agency (DEA) in Quantico, VA as the agency who is

providing the surplus Colts. The second Transfer Order document lists Internal Revenue Service (IRS) in Plantation, FL as the agency who is providing the surplus Sigs. Both Transfer Orders list BLPD, in Blue Lake, CA as the address of where to ship the surplus firearms.

Included in this report are two documents titled Distribution Document. These documents list the City of Blue Lake as the "Bill To" entity. The Distribution Documents list the total amount due as \$300, for the Colts, and \$ 500 for the Sigs.

One additional document received was a copy of the BLPD "Department Inventory." Upon review, the RA determined that all firearms donated to BLPD through the GSA Federal Firearms Donation Program are listed on this document. (EXHIBIT 6)

On April 23, 2008, the RA, SA (b) (6), (b) (7)(C), and SA (b) (6), (b) (7)(C) conducted an interview of (b) (6), (b) (7)(C) Humboldt County District Attorney's Office (HCDAO), Code Enforcement Officer. (EXHIBIT 7)

(b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) knew (b) (6), (b) (7)(C) Rio Dell Police Department, had previously received two Colts loaned to (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) reported that (b) (6), (b) (7)(C) knew this information because (b) (6), (b) (7)(C) was and still is a Reserve Officer for Rio Dell Police Department and because (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) are "good friends."

(b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) could not recall whether (b) (6), (b) (7)(C) had asked (b) (6), (b) (7)(C) about the Colts or if (b) (6), (b) (7)(C) had offered to loan (b) (6), (b) (7)(C) a Colt. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) did make it known that (b) (6), (b) (7)(C) was interested in obtaining a submachine gun to carry on duty since (b) (6), (b) (7)(C) works in a rural area where individuals are often armed.

(b) (6), (b) (7)(C) reported that (b) (6), (b) (7)(C) was aware that (b) (6), (b) (7)(C) had excess Colts. (b) (6), (b) (7)(C) reported that (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) had received 10 Colts that were no longer needed from the Drug Enforcement Agency (DEA) for the cost of shipping, approximately \$300.

(b) (6), (b) (7)(C) reported that (b) (6), (b) (7)(C) loaned (b) (6), (b) (7)(C) a Colt in 2006 but could not recall the exact date. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) did not fill out paperwork when (b) (6), (b) (7)(C) took possession of the Colt. (b) (6), (b) (7)(C) advised that it was (b) (6), (b) (7)(C) understanding that the Colt was (b) (6), (b) (7)(C) to use as long as (b) (6), (b) (7)(C) used it as a duty weapon.

On April 23, 2008, the RA and SA (b) (6), (b) (7)(C) conducted an interview of (b) (6), (b) (7)(C) Rio Dell Police Department, (b) (6), (b) (7)(C). (EXHIBIT 8)

(b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) first met (b) (6), (b) (7)(C) while at a Chief of Police Association conference. (b) (6), (b) (7)(C) stated that in early 2005, (b) (6), (b) (7)(C) was picking up excess ballistic helmets from (b) (6), (b) (7)(C) in Blue Lake, CA. At this time, (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) about the "10-33" surplus program and how (b) (6), (b) (7)(C) had received the ballistic helmets and ten Colts from the Drug Enforcement Agency (DEA) free of charge. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was interested in the program so (b) (6), (b) (7)(C) could acquire equipment for (b) (6), (b) (7)(C) department, which (b) (6), (b) (7)(C) later did. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) had loaned (b) (6), (b) (7)(C) traffic equipment and that it was not unusual for police departments in the Humboldt County area to loan each other equipment.

(b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) accepted two Colts from (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) drafted a letter of receipt, which listed the serial numbers of the Colts. (b) (6), (b) (7)(C) stated that the letter also explained that the Colts were loaned to Rio Dell Police Department for an indefinite amount of time. (b) (6), (b) (7)(C) reported that Investigator (b) (6), (b) (7)(C) HCDAO, had previously asked (b) (6), (b) (7)(C) for a copy of the letter but (b) (6), (b) (7)(C) could not locate it. (b) (6), (b) (7)(C) reported that (b) (6), (b) (7)(C) old computer at work had "crashed" and that as a result (b) (6), (b) (7)(C) had lost some documents.

On April 23, 2008, the RA and SA (b) (6), (b) (7)(C), SA (b) (6), (b) (7)(C) Investigator (b) (6), (b) (7)(C) conducted a follow-up interview of Wiley Buck, City of Blue Lake, City Manager. (EXHIBIT 9)

(b) (6), (b) (7)(C) reported that (b) (6), (b) (7)(C) was aware that the BLPD had received weapons from another law enforcement agency but was not aware that the weapons were received through the GSA Federal Firearms Donation Program. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) was not familiar with the GSA program and took (b) (6), (b) (7)(C) word on how the program worked.

(b) (6), (b) (7)(C) advised that although BLPD did not have ten employees, (b) (6), (b) (7)(C) did not think it was unusual for BLPD to receive ten Colts or ten Sigs because (b) (6), (b) (7)(C) believed the weapons would be traded with other law enforcement agencies in the surrounding area of Blue Lake. (b) (6), (b) (7)(C) added that (b) (6), (b) (7)(C) was not aware of 10 Sigs or the fact that three of the Colts had been traded to other agencies until (b) (6), (b) (7)(C) was interviewed on April 18, 2008, by Investigators of the HCDAO. (b) (6), (b) (7)(C) stated that it is common practice for law enforcement agencies in the surrounding area to trade gear, tools, etc., due to the fact that the agencies are small and do not have a lot of funding. (b) (6), (b) (7)(C) reported (b) (6), (b) (7)(C) did not question (b) (6), (b) (7)(C) on whether or not the weapons could be traded.

In the interview of (b) (6), (b) (7)(C) conducted on April 18, 2008, by Investigators (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) the following was reported:

(b) (6), (b) (7)(C) advised that the BLPD has four (4) full-time officers; one (1) Chief, one (1) Sergeant, and two (2) Patrol Officers. (b) (6), (b) (7)(C) reported that on previous occasions (b) (6), (b) (7)(C) expressed (b) (6), (b) (7)(C) desire to have two additional Patrol Officers. (b) (6), (b) (7)(C) stated that this did not happen due to lack of money in the budget.

On April 24, 2008, the RA received an email from (b) (6), (b) (7)(C) which contained an attached Excel spreadsheet listing the names, dates of hire, dates of termination and positions of current and former BLPD employees. (EXHIBIT 10) Upon review of this document the RA determined that at no time between 2003 and the present were there ever more than five law enforcement officers on staff at BLPD.

On May 14, 2008, the RA was notified by Investigator (b) (6), (b) (7)(C) that one Sig is missing. (EXHIBIT 11) The Sig, with serial number B132804, was not recovered during the searches of the (b) (6), (b) (7)(C) residence or the BLPD. At this time the whereabouts of this firearm are unknown. As a result, the RA contacted Federal Protective Service (FPS) dispatch in San Francisco, CA, and requested that the firearm be listed as lost, missing or stolen in the California Law Enforcement Telecommunications System (CLETS), the National Crime Information Center (NCIC), and the Automated Firearms System (AFS) databases.

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LIST OF WITNESSES AND EXHIBITS

Case File No. I0891392

<u>Witness</u>	<u>Exhibit Number</u>	<u>Description</u>
(b) (6), (b) (7)(C), GSA, Property Disposal Specialist (b) (6), (b) (7)(C)	1.	Fax from (b) (6), (b) (7)(C) dated April 9, 2008 regarding Compliance Case: R8-F08-CA-01 (4 pages)
Special Agent (b) (6), (b) (7)(C), (b) (7)(F) (b) (6), (b) (7)(C), (b) (7)(F)	2.	MOI regarding the April 10, 2008, interview of (b) (6), (b) (7)(C) (2 pages)
(b) (6), (b) (7)(C), GSA Property Disposal Specialist (b) (6), (b) (7)(C)	3.	Fax from (b) (6), (b) (7)(C) regarding the Letter of Intent signed by (b) (6), (b) (7)(C) (3 pages)
Special Agent (b) (6), (b) (7)(C), (b) (7)(F) (b) (6), (b) (7)(C), (b) (7)(F)		
(b) (6), (b) (7)(C), GSA Property Disposal Specialist (b) (6), (b) (7)(C)	4.	Fax from (b) (6), (b) (7)(C) regarding the Firearm(s) Donation Transfer Guidelines" (4 pages)
Special Agent (b) (6), (b) (7)(C), (b) (7)(F) (b) (6), (b) (7)(C), (b) (7)(F)		
Investigator (b) (6), (b) (7)(C), (b) (7)(F) Humboldt County District Attorney's Office (b) (6), (b) (7)(C), (b) (7)(F)	5.	Humboldt County District Attorney's Office Investigation Report, dated April 4, 2008 (31 pages)
Investigator (b) (6), (b) (7)(C), (b) (7)(F) Humboldt County District Attorney's Office (b) (6), (b) (7)(C), (b) (7)(F)	6.	Blue Lake Police Department – Department Inventory List, dated July 5, 2007 (5 pages)

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Special Agent (b) (6), (b) (7)(C), (b) (7)(F), Bureau of Alcohol, Tobacco, Firearms and Explosives (b) (6), (b) (7)(C), (b) (7)(F)	7.	MOI regarding the April 23, 2008, interview of (b) (6), (b) (7)(C) (2 pages)
Special Agent (b) (6), (b) (7)(C), (b) (7)(F) (b) (6), (b) (7)(C), (b) (7)(F)		
Special Agent (b) (6), (b) (7)(C), (b) (7)(F) (b) (6), (b) (7)(C), (b) (7)(F)		
Special Agent (b) (6), (b) (7)(C), (b) (7)(F) Bureau of Alcohol, Tobacco, Firearms and Explosives (b) (6), (b) (7)(C), (b) (7)(F)	8.	MOI regarding the April 23, 2008, interview of (b) (6), (b) (7)(C) (1 page)
Special Agent (b) (6), (b) (7)(C), (b) (7)(F) (b) (6), (b) (7)(C), (b) (7)(F)		
Investigator (b) (6), (b) (7)(C), (b) (7)(F), Humboldt County District Attorney's Office (b) (6), (b) (7)(C), (b) (7)(F)	9.	MOI and attachment regarding the April 23, 2008, interview of (b) (6), (b) (7)(C) (3 pages)
Special Agent (b) (6), (b) (7)(C), (b) (7)(F), Bureau of Alcohol, Tobacco, Firearms and Explosives (b) (6), (b) (7)(C), (b) (7)(F)		
Special Agent (b) (6), (b) (7)(C), (b) (7)(F) (b) (6), (b) (7)(C), (b) (7)(F)		
Special Agent (b) (6), (b) (7)(C), (b) (7)(F) (b) (6), (b) (7)(C), (b) (7)(F)		
(b) (6), (b) (7)(C) City Manager, City of Blue Lake (b) (6), (b) (7)(C)	10.	Email and attachment regarding employees of the Blue Lake Police Department (2 pages)
FPS Dispatch (415) 556-1854	11.	MOA and attachment regarding the unaccounted for Sig Sauer handgun (4 pages)
Special Agent (b) (6), (b) (7)(C), (b) (7)(F) (b) (6), (b) (7)(C), (b) (7)(F)		



U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General
Pacific Rim Regional Office of Investigations

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JULY 9, 2014

MEMORANDUM FOR GEOFFREY CHERRINGTON
 ASSISTANT INSPECTOR GENERAL
 FOR INVESTIGATIONS (JI)

FROM: (b) (6), (b) (7)(C)
 SPECIAL AGENT IN CHARGE (JI-9)

SUBJECT: CASE CLOSING MEMORANDUM
 CASE TITLE: (b) (6), (b) (7)(C) - NAVAL AIR MUSEUM
 BARBERS POINT - KAPOLEI, HI
 CASE NUMBER: Z1192968

This memorandum presents the findings of our investigation.

On December 20, 2010, JI-9 received a copy of a Defense Logistics Agency (DLA) Accountability Office Report of Preliminary Inquiry regarding (b) (6), (b) (7)(C), Executive Director, Hawaii Museum of Flying (HMF), Kapolei, HI. The report reflected the preliminary findings of a DLA investigation concerning allegations that (b) (6), (b) (7)(C) wrongfully sold a Bell OH-58A helicopter hull and its Allison T-63-A-720 turbine engine that the museum received from DLA disposition services through the Hawaii State Agency for Surplus Property (SASP).

SA (b) (6), (b) (7)(C), (b) (7)(F) DLA Accountability Office, Pearl Harbor, HI provided the report for JI-9's review and requested investigative assistance. SA (b) (6), (b) (7)(E), (b) (6), (b) (7)(C), Manager, Hawaii SASP, who provided a copy of the Donee Certification and Agreement (DCA) document for the helicopter which was unsigned. (b) (6), (b) (7)(C) also provided a copy of the Munitions List Item transfer document for the helicopter which was also unsigned. According to SA (b) (6), (b) (7)(C) he helicopter hull was a Demilitarization Code B item which at the time did not require demilitarization, however, export restrictions applied.

SA (b) (6), (b) (7)(E), (b) (6), (b) (7)(C) who acknowledged receiving the helicopter in 2008 from the Army National Guard, Hilo, HI via the Hawaii State Agency for Surplus Property (HI SASP). (b) (6), (b) (7)(C) claimed that when (b) (6), (b) (7)(C) received the helicopter, (b) (6), (b) (7)(C) found many signs of demilitarization including holes in the engines and compressor. (b) (6), (b) (7)(C) admitted to selling the helicopter frame and engine separately to U.S. buyers via eBay in 2010. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) sold the items to pay museum bills and denied knowing (b) (6), (b) (7)(C) was prohibited from selling the items. (b) (6), (b) (7)(C) claimed (b) (6), (b) (7)(C) never received or signed any Donee Certification and Agreement (DCA) for the helicopter. (b) (6), (b) (7)(C) claimed the Munitions List Item (MLI) form which (b) (6), (b) (7)(C) never signed was dated March 2009 but not sent to (b) (6), (b) (7)(C) until Sept, 2010 after (b) (6), (b) (7)(C) had already sold the items in question.

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SAC (b) (6), (b) (7)(C), JI-9, contacted (b) (6), (b) (7)(C), Property Disposal Officer, Property Management Branch, Federal Acquisition Service, GSA, San Francisco, CA to determine the appropriate course of action. SAC (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) decided that a Compliance Review by the Region 9 Property Management Branch would be most appropriate action.

Based on the results of the Compliance Review (#R912CA01), GSA sent a letter to (b) (6), (b) (7)(C) Manager, HI SASP, requesting payment to the U.S. Treasury of \$13,100, the amount (b) (6), (b) (7)(C) collected for (b) (6) sale of the helicopter frame and engine. The HI SASP subsequently requested payment from (b) (6), (b) (7)(C). In (b) (6), (b) (7)(C) response letter to the HI State Procurement Office, (b) (6), (b) (7)(C) again asserted that (b) (6) never received or signed the DCA. (b) (6), (b) (7)(C) contends that the DCA was backdated by the SASP to satisfy GSA requirements. The requested \$13,100 remains unpaid.

JI-9 was unable find evidence (b) (6), (b) (7)(C) knew or should have known (b) (6) could not sell the items in question. Based on information provided by the Region 9 Property Management Branch, the helicopter hull was improperly released by the Defense Reutilization and Marketing Service and was delivered to the HMF prior to the completion of the transfer documents. The MLI form was never signed by (b) (6), (b) (7)(C) and JI-9 was unable to verify the authenticity of (b) (6), (b) (7)(C) signature on the DCA.

JI-9 determined that HMF's tax-exempt status was revoked by the Internal Revenue Service (IRS) on May 15, 2011 for failing to file an IRS Form 990 for three consecutive years. Information from the Region 9 Property Management Branch revealed HMF is not currently an active surplus property donee since they have not renewed their eligibility status since 2010. In order to renew their eligibility, HMF would need to show they are recognized by the IRS as a 501(c)3 tax-exempt organization.

This investigation is closed.

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Office of Inspector General
U.S. General Services Administration

January 28, 2013

MEMORANDUM FOR (b) (6), (b) (7)(C)
REGIONAL ADMINISTRATOR (9A)

FROM: (b) (6), (b) (7)(C)
ACTING SPECIAL AGENT IN CHARGE (JI-9)

SUBJECT: Report of Investigation re:
(b) (6), (b) (7)(C)
SENIOR ADVISOR (GS-15)
OFFICE OF THE REGIONAL COMMISSIONER
PUBLIC BUILDING SERVICE
GENERAL SERVICES ADMINISTRATION
SAN FRANCISCO, CA

Case Number: I1293654

This memorandum presents our Report of Investigation concerning the captioned matter. We request that a written response, including but not limited to the attached Disposition Report, be returned within 30 days of final action on this matter.

Attachments - Report of Investigation
Disposition Report
Exhibits

cc: (b) (6), (b) (7)(C)
Chief People Officer (C)

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REPORT OF INVESTIGATION



OFFICE OF INSPECTOR GENERAL
U. S. GENERAL SERVICES ADMINISTRATION

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WARNING!

THE REPORT SHOULD BE SAFEGUARDED TO PREVENT IMPROPER DISCLOSURE AT ALL TIMES. THE INFORMATION CONTAINED IN THIS REPORT IS GOVERNED BY THE PRIVACY ACT, AND ANY DISCLOSURE MUST BE IN ACCORDANCE WITH THAT ACT. PERSONS DISCLOSING THIS INFORMATION PUBLICLY OR TO OTHERS NOT HAVING AN OFFICIAL NEED TO KNOW ARE SUBJECT TO POSSIBLE ADMINISTRATIVE, CIVIL, AND CRIMINAL PENALTIES.

AGENCY OFFICIALS WHO RECEIVE REQUESTS FOR THE REPORT FROM THE PUBLIC SHOULD REFER THE REQUESTOR TO THE OFFICE OF INSPECTOR GENERAL, OFFICE OF COUNSEL – FREEDOM OF INFORMATION ACT OFFICER.

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FOR OFFICIAL USE ONLY**BASIS FOR INVESTIGATION**

The General Services Administration (GSA) Office of Inspector General (OIG) received a hotline complaint alleging that (b) (6), (b) (7)(C)) improperly used federal funds to pay for the college education of employees in the Real Estate Acquisition Division. The OIG also received other complaints alleging that (b) (6), (b) (7)(C) engaged in improper hiring practices, including the hiring of friends via the Student Temporary Employment Program (STEP) and the Student Career Experience Program (SCEP), despite the fact that they were not students at the time they were hired. Additionally, a complaint alleged that (b) (6), (b) (7)(C) showed favoritism to certain employees in (b) (6), (b) (7)(C) division. Another complaint alleged (b) (6), (b) (7)(C) directed that contractor employees be used to perform routine administrative functions under GSA supervision in violation of the prohibitions against personal services contracts in the Federal Acquisition Regulations (FAR).

POTENTIALLY APPLICABLE STATUTES AND REGULATIONS

FAR 37.104 – Personal services contracts

5 C.F.R. § 2635.702 – Prohibition against the use of public office for private gain

5 C.F.R. § 2635.101 – Prohibition against actions that create the appearance that an employee is violating the law or the ethical standards

5 C.F.R. § 213.3202 – Regulations regarding the Student Career Experience Program and Student Temporary Employment Program (former)

GSA Orders ADM 2325.54 and ADM 2325.2B – Prohibition against sexual misconduct (current version and version effective at the time of the alleged misconduct)

5 C.F.R. § 2635.705(a) – Misuse of official time

5 C.F.R. § 2635.705(b) – Misuse of subordinate's time

18 U.S.C. § 1001 – False statements

SUMMARY

The evidence developed during this investigation shows the following.

- (b) (6), (b) (7)(C) played a significant role in development of a task order with APSI Construction Management, Inc. (APSI), which on its face provided for the provision of personal services by contractor employees, and (b) (6), (b) (7)(C) (and other GSA managers) used contractor employees from APSI to perform routine GSA administrative functions under the direction of GSA supervisors, i.e., to perform personal services. However, we did not develop evidence showing what role (b) (6), (b) (7)(C) played in developing the task order language.

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- There were irregularities in the hiring of student trainees within the Real Estate Acquisition Division (READ). (b) (6), (b) (7)(C) was the selecting official for all hiring within READ, including the selection of student trainees. Evidence indicates that (b) (6), (b) (7)(C) assisted the child of a friend and the child of a co-worker, and that several student trainees hired under the Student Career Experience Program (SCEP) had already graduated from college and were enrolled by READ in the GSA-funded U.C. Berkeley Extension Program to support their hire under the SCEP program.
- Two subordinates in signed, sworn affidavits stated that (b) (6), (b) (7)(C) engaged in consensual sexual activity with them, including during duty hours. (b) (6), (b) (7)(C) statements differed from the statements of the women, and (b) (6), (b) (7)(C) actions could have at least created an appearance of favoritism.

PROSECUTORIAL COORDINATION

The OIG investigation revealed evidence of one potential criminal violation – 18 U.S.C. § 1001 (prohibiting false statements). An Assistant U.S. Attorney declined prosecution.

DETAILS OF INVESTIGATION

Discussed below are the GSA contract with APSI, the intern selections under the SCEP and STEP programs, and the concerns regarding sexual misconduct. In addition, during the investigation information was developed regarding a GSA audit of one of (b) (6), (b) (7)(C)'s travel vouchers. We also reviewed and summarized information pertaining to that audit.¹

APSI CONTRACT

As explained below, the evidence shows that (b) (6), (b) (7)(C) was significantly involved in development of the APSI contract, and Region 9 improperly used the APSI contract to obtain personal services from contractor employees. However, we did not develop evidence showing what role (b) (6), (b) (7)(C) played in developing the task order language.

Applicable Requirements

Pursuant to FAR 37.104(b), "Agencies shall not award personal services contracts unless specifically authorized by statute." Personal services contracts are characterized by a number of elements:

- Performance of work at government facilities;
- Principal tools and equipment are furnished by the government;
- Services are applied directly to the central work of the agency, in furtherance of its mission;

¹ The investigation also reviewed alleged improper student loan repayments and found that GSA Region 9 had improperly made loan repayments, as they were not for recruitment or retention purposes. However, the investigation found no evidence showing (b) (6), (b) (7)(C) was involved in these repayments.

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- Comparable services are performed in the agency by federal employees;
- The service is expected to be needed for more than one year; and
- Federal employees will need to supervise contractor employees in order to
 - Protect the government's interests,
 - Retain control of the function involved, or
 - Ensure that a federal employee retains responsibility for the function.

FAR 37.104(d). Because of this prohibition, service contracts typically contain language clearly stating that the contract "is not a personal services contract," and specifying that services will be managed in a manner consistent with FAR 37.104.

Evidence

On August 30, 2011, GSA awarded APSI Construction Management, Inc. (APSI) a two-year, \$2.2 million task order, GS-P-09-11-KS-0019 (Exhibit 40), against GSA schedule contract GS-23F-0054S. The task order's stated purpose was to "provide construction management and clerical support services that will allow GSA to primarily deliver construction projects that are part of the Prospectus Lease Program within Region 9." The task order further defined that clerical support contractors were to: "[m]aintain [the] calendar for scheduling, and rescheduling meetings and conferences (phone, video, face-to-face meetings) as required. Send reminders of appointments and meetings, video/conference calls notifying participants of the time, date, location and subject"; take on "[c]orrespondence management and control, files establishment and maintenance"; "[r]eview, distribute and mail all outgoing correspondence for signature to ensure proper format, grammatical and typographical accuracy according to [the] GSA Correspondence Manual"; "[r]eceive, screen and refer telephone calls, email messages and personal visitors"; "assist with travel arrangements for the staff"; "[m]aintain office equipment and prepare office supply requests"; and "[p]rocess time and attendance . . . , such as leave slips, etc." The task order provided for four construction managers and seven administrative specialists, including some specialists in locations where there was no APSI construction manager.

Statements by APSI employees

APSI employees' statements regarding their duties within Region 9 show that they were performing the same tasks as GSA employees. More specifically, they made the following statements.

(b) (6), (b) (7)(C) an APSI Administrative Assistant, provided the following information (Exhibit 3):

- (b) (6), (b) (7)(C) works exclusively with other GSA READ employees, and reports to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) all GSA employees).
- (b) (6), (b) (7)(C) previously reported to (b) (6), (b) (7)(C) until September or October 2011.
- (b) (6), (b) (7)(C) does not interact regularly with APSI managers, but has met the APSI President and Vice President once.
- (b) (6), (b) (7)(C) is treated "like a GSA employee."

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- (b) (6), (b) (7)(C) current supervisor, (b) (6), (b) (7)(C) (Supervisory Realty Specialist), considers (b) (6), (b) (7)(C) an Acting Program Support Specialist, a GSA title, although her APSI title is Administrative Assistant (a position that earns less than the GS-9 Program Support Specialist position).
- (b) (6), (b) (7)(C) duties are not related to construction projects, and (b) (6), (b) (7)(C) does not know the locations of any GSA construction projects.

(b) (6), (b) (7)(C) another APSI Administrative Assistant, assigned to Phoenix, AZ, provided the following information (Exhibit 4):

- (b) (6), (b) (7)(C) basic duty is to serve as a "backup" to (b) (6), (b) (7)(C), the GSA Phoenix Area Manager, whom (b) (6), (b) (7)(C) identified as (b) (6), (b) (7)(C) "supervisor."
- (b) (6), (b) (7)(C) performs lease and rent research, conducts real estate market analysis, performs general office work and participates in audits.
- (b) (6), (b) (7)(C) does not work on any specific leases, but has worked on leases for the Transportation Security Administration, the Social Security Administration, the United States Marshals Service, Health and Human Services, Fish and Wildlife, Bureau of Indian Affairs, and the Bureau of Alcohol, Tobacco, Firearms and Explosives.
- (b) (6), (b) (7)(C) does not get any direction from APSI regarding (b) (6), (b) (7)(C) daily tasks, and the only way APSI would know if (b) (6), (b) (7)(C) is doing a poor job would be if (b) (6), (b) (7)(C) complained.

(b) (6), (b) (7)(C) an APSI Administrative Assistant in Los Angeles, CA, provided the following information (Exhibit 5):

- (b) (6), (b) (7)(C) "supervisor" is (b) (6), (b) (7)(C), a GSA Real Estate Branch Chief, although (b) (6), (b) (7)(C) job assignments are given to (b) (6), (b) (7)(C) by (b) (6), (b) (7)(C), a GSA Administrative Assistant.
- (b) (6), (b) (7)(C) has an APSI supervisor, (b) (6), (b) (7)(C), but (b) (6), (b) (7)(C) does not speak to (b) (6), (b) (7)(C) regularly.
- (b) (6), (b) (7)(C) administrative tasks include preparing required letters for leases, scheduling regional and branch meetings, handling Freedom of Information Act requests, and keeping monthly customer meeting minutes.
- When (b) (6), (b) (7)(C) is unavailable, (b) (6), (b) (7)(C) also handles supply ordering, eLease scanning, mailings, and quarterly vehicle mileage reports.

(b) (6), (b) (7)(C), an APSI Administrative Support Specialist in San Diego, CA, provided the following information (Exhibit 7):

- (b) (6), (b) (7)(C) is responsible for approving travel for the GSA San Diego office, preparing meeting minutes for managers, assisting realty specialists, keeping office logs, sending out UPS packages, assisting with ordering office supplies, and performing other duties.
- (b) (6), (b) (7)(C) reports to (b) (6), (b) (7)(C) "supervisor," (b) (6), (b) (7)(C), a GSA Branch Chief.
- (b) (6), (b) (7)(C) does not work on construction management projects or prospectus leases.

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(b) (6), (b) (7)(C) an APSI Administrative Support Specialist in San Diego, CA, provided the following information (Exhibit 8):

- (b) (6), (b) (7)(C) is responsible for helping GSA employees with their work, and completing projects assigned to (b) (6), (b) (7)(C) by (b) (6), (b) (7)(C).
- (b) (6), (b) (7)(C) helps the GSA team create new occupancy agreements and processes time cards, but does not work on prospectus lease projects.
- (b) (6), (b) (7)(C) does not take day to day direction from anyone at APSI.

Statements by GSA supervisors

GSA supervisors described work performed under the contract similarly.

(b) (6), (b) (7)(C) a GSA Real Estate Branch Chief in Los Angeles, CA, provided the following information (Exhibit 6):

- (b) (6), (b) (7)(C) performs administrative tasks under (b) (6), (b) (7)(C) supervision; (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) determine what duties are performed by (b) (6), (b) (7)(C).
- (b) (6), (b) (7)(C) understands that there is supposed to be someone from APSI headquarters who communicates between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) but (b) (6), (b) (7)(C) rarely deals with that person.
- As (b) (6), (b) (7)(C) understood it, the APSI contract focused on directing resources to where construction management projects are located; however, the Los Angeles branch does not currently have any construction projects and is not overseeing any prospectus lease projects.
- Using contractor personnel to provide administrative support is highly beneficial due to the flexibility of assigning tasks and dealing with performance issues.
- (b) (6), (b) (7)(C) preferred using contractors instead of hiring full-time employees.
- (b) (6), (b) (7)(C) is unsure what, if any, restrictions there are on the GSA contract with APSI, but (b) (6), (b) (7)(C) personal approach is to utilize the administrative resources provided to (b) (6), (b) (7)(C) in all aspects of work within (b) (6), (b) (7)(C) branch.

(b) (6), (b) (7)(C), a GSA Branch Chief in San Diego, CA, provided the following information (Exhibit 9):

- (b) (6), (b) (7)(C) "supervises" (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) to the extent that they are supervised by someone at GSA.
- (b) (6), (b) (7)(C) is not officially assigned to supervise (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) but assumed that duty when (b) (6), (b) (7)(C) arrived in October 2011 because it had "always been that way" in the San Diego office.
- (b) (6), (b) (7)(C) has no say over their pay or benefits or their status as contractors or employees of APSI.
- (b) (6), (b) (7)(C) considers (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) to be part of (b) (6), (b) (7)(C) staff and (b) (6), (b) (7)(C) relies on them greatly. It has been a while since GSA has had administrative employees who perform the functions of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C).
- Their responsibilities in the office include clerical and administrative tasks, including assisting the leasing personnel with the scanning and retrieval of documents. (b) (6), (b) (7)(C)

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also keeps time and attendance records and sends out letters for Consumer Price Index documentation.

- (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) also help with legal forms.

Statements by GSA contracting personnel

Statements from Region 9 contracting personnel indicated their understanding that services of the type described above should not be procured through a contract vehicle.

(b) (6), (b) (7)(C), former Deputy Director of the Facilities Management & Services Programs Division, made the following statements (Exhibit 1):

- (b) (6), (b) (7)(C) requested that the Facilities and Management Division award the contract for construction management services to APSI; (b) (6), (b) (7)(C) met with APSI representatives and then requested a sole-source award, but (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) should not be meeting with APSI and the contract would have to be competed.²
- The contract replaced a similar contract previously awarded to Colliers Seeley International, Inc.
- During discussions (b) (6), (b) (7)(C) had with (b) (6), (b) (7)(C) prior to the APSI contract award, (b) (6), (b) (7)(C) made it clear to (b) (6), (b) (7)(C) that the contractor's administrative specialists were only to be used for work within the scope of the contract.
- (b) (6), (b) (7)(C) received assurances from (b) (6), (b) (7)(C) that the administrative specialists would only be used for work within the scope of the contract and at the direction of the contractor's construction managers.
- (b) (6), (b) (7)(C) determined how many construction managers and administrative specialists were needed to perform the contract tasks.

(b) (6), (b) (7)(C), a retired Contracting Officer for the Facilities Management & Services Programs Division, provided the following information (Exhibit 2):

- Under the contract terms, the contractor was to provide its own clerical support.
- The clerical support personnel required by the contract were to do work directly related to the construction management services under the direction of APSI construction managers. Those clerical support personnel "were not supposed to be substitute GSA workers."

Conclusion

The OIG is not aware of any statutory authority that would except the Real Estate Acquisition Division from the general prohibition in FAR 37.104(b). Thus, it appears that task order GS-P-09-11-KS-0019 was a prohibited personal services contract. Based on (b) (6), (b) (7)(C) statements and (b) (6), (b) (7)(C) position, we conclude that (b) (6), (b) (7)(C) played a significant role in developing the task order, though we did not develop evidence showing what role (b) (6), (b) (7)(C) played in developing the

² We did not investigate whether (b) (6), (b) (7)(C) contact with APSI or his advocacy of APSI's offer constituted improper procurement practices.

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language that called for the performance of personal services. In addition, the evidence indicates that (b) (6), (b) (7)(C) and other READ employees regularly directed APSI employees to perform tasks that constitute personal services, despite contracting personnel instructing (b) (6), (b) (7)(C) that this was not permissible.

SCEP AND STEP SELECTIONS

As explained below, the evidence shows that (b) (6), (b) (7)(C) misused the SCEP and STEP programs in several ways.

Applicable Requirements

Prior to July 2012, the federal government offered a Student Educational Employment Program, which consisted of two sub-programs: the Student Career Experience Program (SCEP) and the Student Temporary Employment Program (STEP).³ Positions filled under the STEP and SCEP programs were excepted from the usual competitive hiring procedures.

The former 5 C.F.R. § 213.3202 stated that students could be appointed to the STEP and SCEP programs only if they were pursuing a high school diploma or GED, a vocational or technical certificate, an associate's degree, a baccalaureate (bachelor's) degree, a graduate degree, or a professional degree. Under the SCEP program, once the student graduates, GSA has up to 120 days to non-competitively convert the SCEP appointment to a career, career-conditional, or term appointment. If the SCEP employee is not converted, his or her participation in the SCEP program must end. By contrast, STEP employees cannot be non-competitively converted to career or career conditional appointments and must be separated upon completion of their education.

In addition, the Standards of Ethical Conduct for Employees of the Executive Branch provide that "[a]n employee shall not use his public office . . . for the private gain of friends, relatives, or persons with whom the employee is affiliated in a nongovernmental capacity." 5 C.F.R. § 2635.702.

Evidence

(b) (6), (b) (7)(C) was the selecting official for all positions within READ, including SCEP positions (Exhibit 15). Investigation revealed that one student (b) (6), (b) (7)(C) selected by (b) (6), (b) (7)(C) for a SCEP position is the (b) (6), (b) (7)(C) of (b) (6), (b) (7)(C) personal friend (Exhibit 11). Another individual (b) (6), (b) (7)(C) selected by (b) (6), (b) (7)(C) for a SCEP position was a friend of the (b) (6), (b) (7)(C) of (b) (6), (b) (7)(C), the former Director of the Organizational Resources Division for PBS's Region 9 (Exhibit 14).

In addition, the READ employees hired through the SCEP and STEP programs may not have been eligible for those programs. Several SCEP and STEP employees were considered to be

³ In July 2012, both programs were replaced by the Pathways Program.

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“pursuing a degree” on the basis of their enrollment in a project management certificate program offered by the University of California, Berkeley, under a contract with GSA.

In June of 2009, Region 9 awarded contract GS-09P-09-KX-C-0013 to the University of California, Berkeley, to provide READ employees with a “Project Management Certification Training Program” (Exhibit 32). The contract was originally funded by Region 9’s Organizational Resources Division, but READ later funded the contract (Exhibit 33). Berkeley was to provide six different course titles as part of a six-course sequence (Exhibit 32). The courses cost either \$19,000 or \$28,000 each (for a class of 25 GSA students), totaling \$132,000 for a single run of all six courses, with an additional fee to receive the certificate itself (Exhibit 32). GSA extended the contract several times to offer the courses again in additional years, leading to a total contract value of \$669,005.25 (Exhibit 32). Funding for the contract was de-obligated and the contract was effectively terminated after Dan Tangherlini, Acting GSA Administrator, issued a memorandum restricting travel and conference spending for fiscal year 2012 (Exhibit 33).

Investigation revealed the following information about the hire of (b) (6), (b) (7)(C):

- According to (b) (6), (b) (7)(C) selected (b) (6), (b) (7)(C) for a GS-4 Clerk position from job announcement #0991432, dated April 29, 2009, and (b) (6), (b) (7)(C) was subsequently hired under the STEP guidelines on June 15, 2009. According to information provided by (b) (6), (b) (7)(C) there were 345 applicants for 8 available positions within Region 9: one GS-4 position in Sacramento; one GS-4 position in Oakland; and three GS-4, one GS-2, and one GS-1 position in San Francisco (Exhibit 41). At the time (b) (6), (b) (7)(C) was hired, (b) (6), (b) (7)(C) was a student at Cal State University East Bay (Exhibit 30).
- Emails show that (b) (6), (b) (7)(C) reviewed (b) (6), (b) (7)(C) resume before (b) (6), (b) (7)(C) submitted it and (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) to classify (b) (6), (b) (7)(C) as an expert in response to all questions on the application (Exhibit 10).
- According to transcripts (b) (6), (b) (7)(C) provided to HR, (b) (6), (b) (7)(C) graduated from Cal State East Bay on September 3, 2010 (Exhibit 30).
- As of November 19, 2010, (b) (6), (b) (7)(C) was still employed by GSA. On that date, (b) (6), (b) (7)(C) was enrolled by READ in a U.C. Berkeley Extension Program paid for by GSA, with an effective enrollment date of December 13, 2010 (Exhibits 11, 15).⁴
- Based on (b) (6), (b) (7)(C) status as a student, (b) (6), (b) (7)(C) was converted on Dec 19, 2010, from the STEP program to the SCEP program (Exhibit 15). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) would have had to concur, recommend, or approve this action (Exhibit 41).
- (b) (6), (b) (7)(C) completed the U.C. Berkeley Extension program on July 20, 2011 (Exhibit 48).
- (b) (6), (b) (7)(C) was non-competitively converted to a career-conditional appointee on September 25, 2011 (Exhibit 15).

⁴ We are not addressing whether this extension program qualifies as a vocational or technical certificate or a bachelor’s, associate’s, graduate, or professional degree program, as required by the version of 5 C.F.R. § 213.2302(b) then in effect.

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(b) (6), (b) (7)(C) in turn made the following statements (Exhibit 11).

- (b) (6), (b) (7)(C) said that in 2009 (b) (6), (b) (7)(C) was offered a summer job by (b) (6), (b) (7)(C) who is a friend of (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) should apply, and (b) (6), (b) (7)(C) sent an internet link of the job announcement to (b) (6), (b) (7)(C).
- (b) (6), (b) (7)(C) started work as a summer hire in June 2009, and after the three-month term was over, (b) (6), (b) (7)(C) was later hired as a "Co-Op". (b) (6), (b) (7)(C) does not recall having to do anything to apply for the Co-Op position except provide a copy of (b) (6), (b) (7)(C) resume.
- (b) (6), (b) (7)(C) was supposed to be converted to an intern position after (b) (6), (b) (7)(C) college graduation, but for legal reasons, this was not possible. Therefore, (b) (6), (b) (7)(C) continued working as a Co-Op.
- In December 2010, (b) (6), (b) (7)(C) supervisor (b) (6), (b) (7)(C), told (b) (6), (b) (7)(C) that if (b) (6), (b) (7)(C) did not enroll in some sort of schooling, (b) (6), (b) (7)(C) employment would be terminated. About a week later, (b) (6), (b) (7)(C) was enrolled by READ in the U.C. Berkeley Extension program. (b) (6), (b) (7)(C) did not have to do anything to enroll in the program. (b) (6), (b) (7)(C) completed the six courses involved in the U.C. Berkeley program, and received a project management certificate in June or July of 2011. (b) (6), (b) (7)(C) did not benefit from the course. She was converted to an intern position in September of 2011.

Investigation revealed the following information about the hire of (b) (6), (b) (7)(C):

- (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) is a friend of (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) learned about the Co-Op position from (b) (6), (b) (7)(C) a former GSA Co-Op (Exhibit 14). (b) (6), (b) (7)(C) is the former Director of the Organizational Resources Division for PBS's Region 9.)
- (b) (6), (b) (7)(C) graduated from California Polytechnic State University in San Luis Obispo in June of 2010 (Exhibits 24 and 36).
- In a June 2011 email discussion between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) wrote that (b) (6), (b) (7)(C) had "a couple of ideas to bring (b) (6), (b) (7)(C) on board, but am not sure if any will fly. One, we are advertising SD intern position and (b) (6), (b) (7)(C) can apply, but we tend to get lots of veterans. Occasionally we get lucky, (b) (6), (b) (7)(C) will have nothing to lose if (b) (6), (b) (7)(C) applies. Second one, is if (b) (6), (b) (7)(C) comes as a Coop to backfill (b) (6), (b) (7)(C). Go through the UC Berkeley PM classes and we can convert (b) (6), (b) (7)(C) afterward. Like we're doing with (b) (6), (b) (7)(C). Or do post graduate school while co'oping with us" (Exhibit 12).
- Subsequently, on June 14, 2011, (b) (6), (b) (7)(C) emailed (b) (6), (b) (7)(C) the notice of two student positions and stated that the Real Estate position was for (b) (6), (b) (7)(C) (Exhibit 42).
- On June 16, 2011, (b) (6), (b) (7)(C) advised (b) (6), (b) (7)(C) via email to enroll in a U.C. Berkeley course to be eligible for hire. (b) (6), (b) (7)(C) questioned whether taking one class was sufficient to meet the course load requirements of the position. (b) (6), (b) (7)(C) advised (b) (6), (b) (7)(C) via email that the human resources department had determined that taking one course qualifies (b) (6), (b) (7)(C) as a half-time student (Exhibit 13).⁵
- (b) (6), (b) (7)(C) likewise advised (b) (6), (b) (7)(C) to enroll in the U.C. Berkeley PM (Project Management) program and pay for the first class (Exhibit 13).
- (b) (6), (b) (7)(C) advised (b) (6), (b) (7)(C) that future courses would be paid for by GSA (Exhibit 13).

⁵ We have not verified whether the U.C. Berkeley defines a student taking a single course as a "half-time" student. Half-time status is required to be eligible for participation in the STEP or SCEP program.

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- According to (b) (6), (b) (7)(C) before (b) (6), (b) (7)(C) was hired (b) (6), (b) (7)(C) was interviewed by (b) (6), (b) (7)(C) who told (b) (6), (b) (7)(C) needed to enroll in the U.C. Berkeley Extension Project Management program, and that GSA would pay for the classes (Exhibit 14).
- On June 16, 2011, (b) (6), (b) (7)(C) enrolled (b) (6), (b) (7)(C) in the UCB Program and paid the \$150 registration fee. On that same day, (b) (6), (b) (7)(C) forwarded an email to (b) (6), (b) (7)(C) in the human resources department, showing that (b) (6), (b) (7)(C) had enrolled in the U.C. Berkeley Extension (Exhibit 37).
- (b) (6), (b) (7)(C) was hired under the SCEP program on August 22, 2011. At that time, (b) (6), (b) (7)(C) had not yet started taking any classes (Exhibits 14 and 43).
- (b) (6), (b) (7)(C) was later enrolled by READ in the GSA-funded U.C. Berkeley Project Management courses (Exhibit 12).
- (b) (6), (b) (7)(C) had completed 5 of the 6 courses required for the Project Management certificate when GSA cancelled the training in the spring of 2012. (b) (6), (b) (7)(C) took the last course online at (b) (6), (b) (7)(C) own expense, a cost of over \$800. (b) (6), (b) (7)(C) believed the courses were beneficial. (b) (6), (b) (7)(C) received her Project Management certificate in June of 2012 (Exhibits 14 25, and 38).
- (b) (6), (b) (7)(C) approached (b) (6), (b) (7)(C) supervisor with concerns about the Co-Op program and the opportunities for job placement (Exhibit 14).
- In July of 2012, (b) (6), (b) (7)(C) was offered an Intern/Trainee position in the GSA Service Center, which she accepted (Exhibit 14).
- (b) (6), (b) (7)(C) was non-competitively converted to a career-conditional appointee on August 12, 2012 (Exhibit 43).

The investigation revealed the following information about the hire of (b) (6), (b) (7)(C) (a third example of GSA paying for the ongoing education that was used to justify the hire):

- (b) (6), (b) (7)(C) selected (b) (6), (b) (7)(C) as a Student Trainee under the SCEP program; (b) (6), (b) (7)(C) was hired effective December 6, 2011 (Exhibit 44).
- (b) (6), (b) (7)(C) was referred to GSA by Professor (b) (6), (b) (7)(C) of San Francisco State University (Exhibit 31).
- (b) (6), (b) (7)(C) graduated from San Francisco State University in January 2012 (final exams for the fall 2011 semester ended on December 19, 2011) (Exhibits 39 and 45).
- On January 9, 2012, (b) (6), (b) (7)(C) began the U.C. Berkeley Extension Project Management program (Exhibit 26).
- GSA terminated funding for the contract with U.C. Berkeley after the Acting Administrator's April 15, 2012, memorandum restricting travel and conference spending (Exhibit 33). (b) (6), (b) (7)(C) began (b) (6), (b) (7)(C) fifth of the sixth courses on May 1, 2012, and (b) (6), (b) (7)(C) sixth on June 28, 2012. (b) (6), (b) (7)(C) may, therefore, have completed one or more of the courses for the certificate at (b) (6), (b) (7)(C) own expense (Exhibit 26).

(b) (6), (b) (7)(C), a GSA Human Resources Specialist in San Francisco, CA, made the following additional statements:

- (b) (6), (b) (7)(C) is the primary HR Specialist servicing READ (Exhibit 15).
- Based on information (b) (6), (b) (7)(C) received from OPM, certificate programs such as the Berkeley Extension Program met the student requirements of the STEP and SCEP programs, provided the certificate program lasted at least one year (Exhibit 15). (b) (6), (b) (7)(C)

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also noted that students must be attending courses at least half time (as defined by the school) to be eligible for the SCEP program (Exhibit 16).

- At one point, (b) (6), (b) (7)(C) complained to (b) (6), (b) (7)(C) supervisor, (b) (6), (b) (7)(C), that the STEP and SCEP positions were being offered to the children of GSA managers within Region 9 (Exhibit 15).
- Starting in 2008, HR began advertising those positions in order to attract candidates who did not have relatives in GSA (Exhibit 15).
- (b) (6), (b) (7)(C) did not know at the time of their hiring that (b) (6), (b) (7)(C) was the (b) (6), (b) (7)(C) of (b) (6), (b) (7)(C) friend and (b) (6), (b) (7)(C) was a friend of (b) (6), (b) (7)(C). If (b) (6), (b) (7)(C) had known, (b) (6), (b) (7)(C) would have objected to those selections and suggested that (b) (6), (b) (7)(C) select another candidate (Exhibit 16).
- At the time of these STEP and SCEP hires, (b) (6), (b) (7)(C) did not know that the U.C. Berkeley Extension Project Management courses were funded by GSA. (b) (6), (b) (7)(C) learned this after the funding was terminated and (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) each came to (b) (6), (b) (7)(C) individually to ask how they were supposed to pay for the remaining courses (Exhibit 16).
- If (b) (6), (b) (7)(C) had known that the U.C. Berkeley Project Management courses were funded by GSA, (b) (6), (b) (7)(C) would have questioned the legitimacy of using those courses to meet the SCEP requirement that participants be “students” (Exhibit 16).
- (b) (6), (b) (7)(C) believes that providing assistance to GSA applicants in completing job applications is highly inappropriate, and may constitute a violation of merit system principles (Exhibit 16).⁶

SEXUAL CONDUCT

As explained below, two subordinates stated, in signed, sworn affidavits, that (b) (6), (b) (7)(C) had a sexual relationship with them, (b) (6), (b) (7)(C) statements about those relationships differed from theirs, and (b) (6), (b) (7)(C) actions could have at least created an appearance of favoritism.

Applicable Requirements

GSA Order ADM 2325.2B, which was in effect at the time of the alleged misconduct, defines sexual misconduct as “sexual harassment or any conduct of a sexual nature by or between employees that interferes with the performance of their official duties or the official duties of other employees, including conduct that results in or gives the appearance of resulting in favoritism in employment decisions concerning one of the participants.” GSA’s current policy regarding sexual misconduct, GSA Order ADM 2325.5, uses the same definition. GSA’s policy is that the workplace shall be free from harassment, including sexual harassment and sexual misconduct.

5 C.F.R. § 2635.702 states an employee shall not use his public office for the private gain of friends, and 5 C.F.R. § 2635.101 states employees “shall endeavor to avoid any actions

⁶ This may be a reference to the requirement that “[a]ll . . . applicants for employment should receive fair and equitable treatment,” and that “[e]mployees should be . . . protected against arbitrary action [and] personal favoritism.” 5 U.S.C. § 2301(b).

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creating the appearance that they are violating the law or the ethical standards.” In addition, 5 C.F.R. § 2635.705(a) requires that an employee use official time in an honest effort to perform official duties. Similarly, § 2635.705(b) states that an employee shall not encourage, direct, coerce, or request a subordinate to use official time to perform activities other than those required in the performance of official duties or authorized in accordance with law or regulation.

Evidence

(b) (6), (b) (7)(C), a Program Analyst in READ, during (b) (6), (b) (7)(C) first interview made the following statements about (b) (6), (b) (7)(C) relationship with (b) (6), (b) (7)(C) (Exhibit 17):

- (b) (6), (b) (7)(C) had a consensual sexual encounter with (b) (6), (b) (7)(C) in 2009, approximately two weeks after (b) (6), (b) (7)(C) transfer to San Francisco.
- (b) (6), (b) (7)(C) romantic relationship with (b) (6), (b) (7)(C) lasted for approximately 2 or 2½ years. The relationship ended approximately 6-8 months prior to the interview.
- After (b) (6), (b) (7)(C) arrived in San Francisco, a personal situation developed and required (b) (6), (b) (7)(C) to move to (b) (6), (b) (7)(C) present address, a condominium in (b) (6), (b) (7)(C). The condominium is owned by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C).
- (b) (6), (b) (7)(C) has lived at this address since approximately September 2010, and pays (b) (6), (b) (7)(C) rent of \$975 a month, due on the first of every month. This payment has been consistent since September 2010, with no rent increases.
- (b) (6), (b) (7)(C) has never entered into a contract for the condo rental with (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) is unaware of the current market rate of this type of rental in (b) (6), (b) (7)(C).
- (b) (6), (b) (7)(C) pays the electric utility bills for the condo, and does not receive any other thing of value for making monthly rent payments to (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) provided a signed, sworn affidavit in which (b) (6), (b) (7)(C) attested to “a few consensual physical indiscretions involving (b) (6), (b) (7)(C) over the past 2 – 2½ years” (Exhibit 18).

During a subsequent interview regarding the APSI contract – after the OIG interviewed (b) (6), (b) (7)(C) – (b) (6), (b) (7)(C) retracted (b) (6), (b) (7)(C) prior statement and stated that (b) (6), (b) (7)(C) only had sexual relations with (b) (6), (b) (7)(C) once, claiming that (b) (6), (b) (7)(C)” (Exhibit 19).

(b) (6), (b) (7)(C), a Supervisory Program Analyst in READ, made the following statements about (b) (6), (b) (7)(C) relationship with (b) (6), (b) (7)(C) (Exhibit 20):

- (b) (6), (b) (7)(C) had a sexual relationship with (b) (6), (b) (7)(C) consisting of three separate sexual encounters in 2010 and 2011.
- The first was in 2010 at the Crescent Hotel in San Francisco during (b) (6), (b) (7)(C) AWS (alternate work schedule) day. (b) (6), (b) (7)(C) was adamant about not paying for the room with (b) (6), (b) (7)(C) credit card and offered to reimburse (b) (6), (b) (7)(C) with cash so (b) (6), (b) (7)(C) would pay for the room.
- The second sexual encounter occurred in the third floor conference room of the federal building located at 450 Golden Gate Avenue, adjacent to (b) (6), (b) (7)(C) office. The encounter occurred sometime in 2010 towards the end of the workday as GSA employees were departing the workplace.

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- The third and final sexual encounter with (b) (6), (b) (7)(C) was in early 2011, in a hotel in Pleasant Hill, California.

(b) (6), (b) (7)(C) provided a signed, sworn affidavit in which (b) (6), (b) (7)(C) acknowledged the sexual encounters with (b) (6), (b) (7)(C) (Exhibit 22).

Investigation revealed the following additional information:

- According to Crescent Hotel occupancy records, on March 3, 2010, at 11:33am, an individual using the name (b) (6), (b) (7)(C) checked into the hotel and checked out that same day at 4:00 p.m. (Exhibit 21).
- GSA's Electronic Time and Attendance Management System (ETAMS) records showed that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) were both on duty on March 3, 2010. (b) (6), (b) (7)(C) alternate work schedule day for that pay period (Feb 28 – Mar 13) was March 12, 2010 (Exhibit 27).

(b) (6), (b) (7)(C) made the following statements (Exhibit 23):

- He had a one-time sexual encounter with (b) (6), (b) (7)(C) while (b) (6), (b) (7)(C) was the READ director in Region 9.
- (b) (6), (b) (7)(C) explicitly and repeatedly denied anything other than one sexual encounter with (b) (6), (b) (7)(C) stating, "If I made a mistake that would have been it"; "one mistake, one inappropriate experience, one time, it's over."
- (b) (6), (b) (7)(C) never coerced, manipulated, or forced (b) (6), (b) (7)(C) to conduct such activity; it was a consensual relationship.
- (b) (6), (b) (7)(C) denied that (b) (6), (b) (7)(C) had sexual relations with any employee other than (b) (6), (b) (7)(C).
- (b) (6), (b) (7)(C) currently has a financial relationship with (b) (6), (b) (7)(C) in that (b) (6), (b) (7)(C) pays rent to live in a condominium (b) (6), (b) (7)(C) owns.
- Some years ago, (b) (6), (b) (7)(C) purchased a condominium in (b) (6), (b) (7)(C), for \$140,000 in order to provide a home address in the school district in which (b) (6), (b) (7)(C) nine-year-old (b) (6), (b) (7)(C) would be attending school.
- (b) (6), (b) (7)(C) was a family friend who sometimes babysat for (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) had some difficulties in her (b) (6), (b) (7)(C) situation and asked (b) (6), (b) (7)(C) if (b) (6), (b) (7)(C) could live in (b) (6), (b) (7)(C) condominium. (b) (6), (b) (7)(C) requested authorization from (b) (6), (b) (7)(C) supervisor, (b) (6), (b) (7)(C), who verbally authorized the arrangement.
- (b) (6), (b) (7)(C) move to (b) (6), (b) (7)(C) condominium was supposed to be temporary, as (b) (6), (b) (7)(C) did not pay a deposit of the first and last month's rent. Each month, (b) (6), (b) (7)(C) deposits \$975.00 to (b) (6), (b) (7)(C) bank account, which represents the monthly rent payment.
- (b) (6), (b) (7)(C) pays below market rate for the condominium; this is estimated by (b) (6), (b) (7)(C) at between \$1,000 and \$1,100 per month.

On November 7, 2012, (b) (6), (b) (7)(C) declined a second interview on the advice of (b) (6), (b) (7)(C) attorney (Exhibit 29). (b) (6), (b) (7)(C) did report in (b) (6), (b) (7)(C) Confidential Financial Disclosure Reports (OGE Forms 450) in 2011 and 2012 that (b) (6), (b) (7)(C) received income from a condominium at (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (Exhibit 28).

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(b) (6), (b) (7)(C) provided the following additional information on the supervision of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (Exhibits 16 and 41):

- (b) (6), (b) (7)(C) was originally competitively selected by (b) (6), (b) (7)(C) as a GS-8 Administrative Support Assistant in July 2009.
- (b) (6), (b) (7)(C) has since received three competitive merit promotions. For (b) (6), (b) (7)(C) first competitive merit promotion, to a GS-9 Administrative Officer position (from vacancy announcement #1091241 dated August 10, 2010), the selection certificate did not identify who made the selection. There was one other candidate who was deemed ineligible because (b) (6), (b) (7)(C) was not a current GSA employee. For (b) (6), (b) (7)(C) second competitive merit promotion, to a GS-11 Administrative Officer position (from vacancy announcement #1109070 dated August 20, 2011), the selection certificate was signed by (b) (6), (b) (7)(C), who sent an email to (b) (6), (b) (7)(C), the Region 9 Chief of Staff, stating that (b) (6), (b) (7)(C) had been selected by READ for the position. (b) (6), (b) (7)(C) concurred with the selection, which was approved by (b) (6), (b) (7)(C). For (b) (6), (b) (7)(C) third competitive merit promotion, to a GS-11/12 Program Analyst position (from vacancy announcement #1209012VBT dated December 19, 2011), there was one other candidate for the position. (b) (6), (b) (7)(C) signed the certificate for selection and sent an email to (b) (6), (b) (7)(C) recommending (b) (6), (b) (7)(C) for selection. (b) (6), (b) (7)(C) forwarded the email to (b) (6), (b) (7)(C) for approval.
- (b) (6), (b) (7)(C) was competitively selected as a GS-12 Program Analyst in October 2008. There were three other candidates for the position. The selection certificate did not identify who made the selection. (b) (6), (b) (7)(C) received a temporary promotion to a GS-14 Realty Officer in October 2011. The selection was requested via an SF-52 approved by (b) (6), (b) (7)(C). Since the position was a temporary promotion for less than 120 days, it did not require competition.

GSA's personnel records indicate the following (Exhibits 46 and 47):

- (b) (6), (b) (7)(C) performance appraisals for 2010 and 2011 were conducted by (b) (6), (b) (7)(C).
- For the 2010 rating period which ended on Sept 30, 2010, (b) (6), (b) (7)(C) gave (b) (6), (b) (7)(C) an overall rating of 5 and (b) (6), (b) (7)(C) received an individual award in the amount of \$2,809. (b) (6), (b) (7)(C) also conducted performance appraisals for six other employees during the 2010 rating period.
- In 2011, (b) (6), (b) (7)(C) gave (b) (6), (b) (7)(C) an overall rating of 4 and (b) (6), (b) (7)(C) received an individual award in the amount of \$1,019. (b) (6), (b) (7)(C) did not conduct performance appraisals for any other employees in 2011.

ADDITIONAL FINDING

During the course of this investigation, OIG learned that travel vouchers filed by and for (b) (6), (b) (7)(C) had been selected for audit by the GSA Financial and Payroll Services Division in Kansas City, MO. OIG personnel examined the vouchers, with the following results:

- (b) (6), (b) (7)(C) submitted a voucher for travel to Hawaii, Guam and Saipan in February of 2012. Based on the handwritten notes on (b) (6), (b) (7)(C) hotel receipt, it appears the hotel stay on the night of Saturday, February 4 was for personal reasons (while subsequent

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nights pertained to official business); however, the February 4 expenses were included in the voucher that (b) (6), (b) (7)(C) submitted on February 13, 2012, which was paid on February 15, 2012 (Exhibits 34, 35).

- OIG personnel contacted (b) (6), (b) (7)(C), Supervisory Accountant, GSA Financial and Payroll Services Division, who determined that as a result of the travel voucher audit conducted in October 2012, (b) (6), (b) (7)(C) was required to pay back all expenses related to (b) (6), (b) (7)(C) travel on Saturday, February 4, 2012 (Exhibit 34). Those expenses were as follows:

Hotel and tax:	\$201.71
Hotel parking:	\$30.37
Use of rental car:	\$74.44
Airport parking:	\$14.04
One day's per diem:	\$116.00
TOTAL:	\$436.56

- (b) (6), (b) (7)(C) was credited \$52.50 since (b) (6), (b) (7)(C) claimed the per diem rate for Guam on February 11, 2012, although (b) (6), (b) (7)(C) was entitled to the higher Honolulu per diem rate on that date. As a result of the credit, (b) (6), (b) (7)(C) paid back \$384.06 for (b) (6), (b) (7)(C) personal travel on February 4, 2012 (Exhibit 40).

PERMISSIBLE USE

You are advised that this report is from a system of records known as GSA/ADM 24, Investigation Case Files, which is subject to the provisions of the Privacy Act of 1974. Consequently, this report must be handled in accordance with the WARNING! page behind the cover.

We request you furnish the results of your final action in this matter by executing the attached Disposition Report. Please return the Disposition Report within 30 days of management's final action.

Should you have any questions or require additional information, please telephone me (b) (6), (b) (7)(C) or Special Agent (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C).



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

GREAT LAKES REGIONAL INVESTIGATIONS OFFICE

MEMORANDUM FOR FILE

FROM:

(b) (6), (b) (7)(C)
SPECIAL AGENT IN CHARGE (JI-5)

SUBJECT:

Closing Memorandum
File Number: Z1253922

This memorandum serves to close Z1253922, (b) (6), (b) (7)(C). On May 30, 2012, (b) (6), (b) (7)(C) Contracting Officer, GSA Public Buildings Service, Great Lakes Region, Chicago, Illinois; notified JI-5 of a complaint alleging (b) (6), (b) (7)(C) showed (b) (6), (b) (7)(C) another GSA associate, an image of a naked male on the social media website Facebook (www.Facebook.com), using (b) (6), (b) (7)(C) GSA issued computer.

On June 15, 2012, (b) (6), (b) (7)(C) GSA issued computer was obtained and shipped to (b) (6), (b) (7)(C) National Forensic Computer Administrator, Investigations Operations Division, GSA OIG, Washington, D.C.; for forensic analysis. On August 28, 2012, (b) (6), (b) (7)(C) reported forensic examination did not reveal any pornographic images, and said any Facebook images that were clicked on but not saved, would not be discoverable via forensic examination. The investigation did not develop any evidence in support of the allegation.

No further investigation is warranted and the case is closed.

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Office of Investigations (JI-5)
230 South Dearborn Street, Suite (b) (6), (b) (7)(C) Chicago, IL 60604 (312/353-7779)



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

NATIONAL CAPITAL REGION
OFFICE OF INVESTIGATIONS

December 9, 2014

MEMORANDUM FOR:

(b) (6), (b) (7)(C)

SPECIAL AGENT IN CHARGE (JI-W)

(b) (6), (b) (7)(C), (b) (7)(F)

FROM:

(b) (6), (b) (7)(C), (b) (7)(F)

SPECIAL AGENT (JI-W)

SUBJECT:

Report of Investigation re:

Conflict of Interest: (b) (6), (b) (7)(C)

Case Number: I13W4545

This memorandum presents the findings of my investigation. No further actions or referrals are necessary to close this matter.

On January 7, 2013, a proactive review of the GSA Citibank purchase credit card system identified patterns of suspected and improper use by (b) (6), (b) (7)(C). More specifically, records demonstrated that during the time period of August 2009 through July 2012, (b) (6), (b) (7)(C) awarded approximately \$382,000 in work to three (3) companies; A&J Painting, CSC Construction, and RAR Construction. All three companies are owned and operated by (b) (6), (b) (7)(C). While determining if the transaction were legitimate, (b) (6), (b) (7)(C) was interviewed on January 4, 2012, and alleged that (b) (6), (b) (7)(C) purchased fundraiser tickets from (b) (6), (b) (7)(C) and sponsored (b) (6), (b) (7)(C) football team.

On May 13, 2014 a report of investigations was issued to (b) (6), (b) (7)(C) Regional Administrator, National Capital Region, GSA regarding this matter.

On November 13, 2014, (b) (6), (b) (7)(C) issued a suspension for Conduct Unbecoming and Careless Workmanship. (b) (6), (b) (7)(C) will be suspended from duty without pay for three calendar days effective November 17, 2014, December 9, 2014 and December 15, 2014.

This matter does not require any further investigation or action.

(b) (6), (b) (7)(C)

Appro

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January 20, 2015

MEMORANDUM FOR THE FILE

FROM: (b) (6), (b) (7)(C)
SPECIAL AGENT IN CHARGE (JI-1)

SUBJECT: Case Closing Memorandum
Boston Marathon Bombing
File No.: V1314760

On April 15, 2013, the General Services Administration, Office of Inspector General, New England Regional Investigations Office, mobilized in the wake of an attack of the Boston Marathon. JI-1 special agents, in conjunction with other Office of Inspector Generals, provided support to the Federal Bureau of Investigation (FBI), Boston Joint Terrorism Task Force. In the days following the Marathon Bombings, (b) (7)(E)

(b) (7)(E) FBI
(b) (7)(E) as to who may have committed the attacks.

JI-1 special agents worked twelve to fourteen hour days gathering information that assisted the FBI's search for the attackers. (b) (7)(E)

(b) (7)(E) JI-1 special agents investigated other leads such (b) (7)(E)
(b) (7)(E) near the Moakley Courthouse, Boston, MA.

As the events unfolded on April 18, 2013, it became clear that the murder of an MIT officer in Cambridge, MA, was connected to the Marathon attacks. During the evening and into early morning hours of April 19, 2013, two suspects were tracked to Watertown, MA, where one of the suspects was killed. The FBI later released information about the Boston Marathon Bombing suspects. The following morning JI-1 special agents reported to the FBI command post in

(b) (7)(E)

(b) (7)(E) .

Towards the evening of April 19, 2013, (b) (7)(E), residents were allowed to move out or back into their homes. It was during this time that a homeowner contacted law enforcement and reported the second suspect may have been hiding in the homeowners covered boat. State police and other law enforcement authorities immediately responded and surrounded the boat. The suspect was eventually was taken into custody.

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In the aftermath of the Boston Marathon bombing, JI-1 provided its (b) (7)(E) (b) (7)(E). The United States Attorney's Office, District of Massachusetts, will be handling the federal prosecution of the criminal cases.

No further investigation of this matter is being conducted by this office and the case is closed.

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Office of Inspector General
Pacific Rim Regional Office of Investigations

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May 12, 2015

MEMORANDUM FOR LEE QUINTYNE
ASSISTANT INSPECTOR GENERAL FOR INVESTIGATIONS (JI)

FROM: [REDACTED] (b) (6), (b) (7)(C) 5/13/2015
ACTING SPECIAL AGENT IN CHARGE (JI-9)

SUBJECT: Case Closing Memorandum

Case Title - FEDERAL PROPERTIES WORKSITE ENFORCEMENT
INITIATIVE - JOINT GSA/HSI PROACTIVE INVESTIGATION
OIG File Number – V14L5139

This memorandum serves to recommend closure of this case.

On February 20, 2014, JI-9L entered into a joint, proactive investigation with agents from Homeland Security Investigations (HSI) in an effort to (b) (7)(E)

(b) (7)(E)
(b) (7)(E) HSI Special Agent (SA) (b) (6), (b) (7)(C), (b) (7)(F) was assigned to this joint investigation in order to develop information that would result in criminal, civil and administrative remedies against GSA contractors who fail to comply with employment eligibility requirements, commit contract fraud or employ unauthorized workers at federal facilities.

GSA OIG SA (b) (6), (b) (7)(C), (b) (7)(F) obtained identification information on individuals (b) (7)(E)
(b) (7)(E); specifically, in Otay Mesa, CA and San Ysidro, CA. This information was shared with HSI SA (b) (6), (b) (7)(F) who planned to query the names in (b) (7)(E) to determine if any were being investigated for workplace violations and/or identity theft.

During the course of this proactive investigation, SA (b) (6), (b) (7)(F) was re-assigned to a weapons and border task force and advised that no other HSI resources could be provided at this time.

Based on the above information, this case is closed and no further investigative activity is warranted.

Should you have any questions concerning this matter, please feel free contact me at (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) @gsaig.gov.

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Pacific Rim Regional Investigations Office (JI-9L)
24000 Avila Road, Suite (b) (7)(F) Laguna Niguel, CA 92677



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U.S. GENERAL SERVICES ADMINISTRATION

Office of Inspector General

GREATER SOUTHWEST REGION INVESTIGATIONS OFFICE

November 19, 2015

MEMORANDUM FOR FILE

FROM:

(b) (6), (b) (7)(C)

SUBJECT:

FALSE INFORMATION PROVIDED RELATED TO DAMAGES
INCURRED AT THE G H MAHON FEDERAL BUILDING AND
COURTHOUSE

File No. 11475237

This is to advise you that the above-captioned investigation was officially closed on this date.

On March 24, 2014, Acting Regional Administrator (b) (6), (b) (7)(C) and Acting Regional Commissioner for Public Building Service (b) (6), (b) (7)(C), requested an investigation into an equipment failure at the G. H. Mahon Federal Building and Courthouse. On December 9, 2013, it was discovered that the heating coil for air handling unit (AHU) number 4 had ruptured due to freezing temperatures. Before the rupture was discovered the federal courtroom of United States District Judge (b) (6), (b) (7)(C) had sustained significant damage to the woodwork and two paintings. The Operation and Maintenance Contractor, N G & G Facility Services International explained the failure was due to a failure of outside air damper to close which allowed freezing air to enter the AHU and a defective freeze stat.

On March 26, 2014, our office requested the invoices for the repair of the damper and the freeze stat. On March 27, 2014, PBS provided the invoices for the repairs: however, the invoice for the freeze stat was dated March 27, 2014. On April 9, 2014, our office inspected AHU #4 to determine if a new freeze stat was installed and to review the actuator linkage that slipped causing the outside air damper not to close. The freeze stat that was installed on AHU #4 was the model that was listed on the invoice that was dated March 27, 2014. Additionally, the other AHUs located with AHU #4 had different model freeze stats than AHU #4. The actuator linkage that controlled the outside air damper was improperly installed. A spacer that was used to self-center the actuator on the damper rod was 90 degrees off which did not allow the clamp to operate as designed.

On April 30, 2014, (b) (6), (b) (7)(C), Project Manager for N G & G Facility Services International was interviewed regarding the invoice for the freeze stat that was dated March 27, 2014, the day after it was requested. The Project Manager stated the freeze stat that was used in the repair was pulled out of stock and (b) (6), (b) (7)(C) bought the freeze stat on March 27, 2014 so (b) (6), (b) (7)(C) could provide our office with an invoice. (b) (6), (b) (7)(C), GSA, PBS, Building Manager, was interviewed on the same day and verified the information provided by (b) (6), (b) (7)(C).

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Office of Investigations (JI-7)

819 Taylor Street, Room (b) (7)(F) Fort Worth, TX 76102 (817/978-2589)

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On July 16, 2014, (b) (6), (b) (7)(C), Supervisory Building Manager, meet with our office to explain the operation of the actuator. (b) (6), (b) (7)(C) mistakenly thought the self-centering spacer moved in position when the actuator rotated. (b) (6), (b) (7)(C) provided a demonstration in an air handling unit located on the 10th floor of Fritz Lanham Federal Building, Fort Worth, TX. The self-centering spacer did not move back in position; however, it was noted that several of the actuators in the air handling unit were not properly installed. This matter was referred to the United States Attorney's Office, Western District of Texas on August 7, 2014.

On December 5, 2014, a survey of the actuators used in the Fritz Lanham Federal Building was conducted with (b) (6), (b) (7)(C). The survey identified approximately 63% of the total actuators did not have the self-centering spacer installed or installed correctly. However, it was noted that one actuator was taken loose for servicing. (b) (6), (b) (7)(C) stated that the actuator's had been installed in 2006 during a project performed by Frost and Keeling Associates, Inc.

On February 6, 2015, the case was declined by the Civil AUSA because the actuators had been installed for approximately 8 years and there was insufficient evidence to determine how the actuators had been installed initially.

If you have any questions, please call me at (b) (6), (b) (7)(C)

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General
Pacific Rim Regional Office of Investigations

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May 20, 2015

MEMORANDUM FOR: LEE QUINTYNE
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS (JI)

FROM: (b) (6), (b) (7)(C) 5/20/2015
SPECIAL AGENT IN CHARGE (JI-9)

SUBJECT: Case Closing Memorandum

Case Title – Alleged WPA Artwork For Sale – Tod
Donobedian Aniques – San Francisco, CA
Case File Number – Z15980020

This memorandum recommends closure of this case.

On May 8, 2015, The Pacific Rim Regional Office of Investigations received a referral from the New England Regional Office of Investigations concerning an alleged WPA painting offered for sale. The painting, described as Mother and Child, was reportedly created by artist Drossins [sic].

On May 14, 2015, The RA met with (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) Treasure Island, CA, warehouse. A review of the painting was negative for any signs of WPA provenance. The artist's signature was obscured by the frame and appeared to be Drosins or Drosino. Furthermore, (b) (6), (b) (7)(C) did not have records related to the painting's title. (b) (6), (b) (7)(C) was selling the painting for a client, who relayed that her uncle was an artist in or around the New Deal era.

Images were sent to the GSA Fine Arts Office for determination. Due to the limited available data, the Fine Arts Office was unable to render a conclusive determination.

Based on the aforementioned, this matter is closed.

If you have any questions or concerns regarding this matter, please contact me at (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) @gsaig.gov.

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General
Pacific Rim Regional Office of Investigations

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October 27, 2015

MEMORANDUM FOR:

(b) (6), (b) (7)(C)

ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS (JI)

FROM:

(b) (6), (b) (7)(C)

10/27/2015

SPECIAL AGENT IN CHARGE (JI-9)

SUBJECT:

Case Closing Memorandum

Case Title – Alleged Employee Misconduct – (b) (6), (b) (7)(C)

Case File Number – C15960019

This memorandum serves as the Final Report of Investigation in this matter.

On August 20, 2015, the GSA OIG Pacific Rim Office of Investigations received a Hotline complaint. Complainant (b) (6), (b) (7)(C), GSA Program Analyst, alleged unknown DHS law enforcement personnel and unknown GSA employees were following, harassing, and tampering with (b) (6), (b) (7)(C) residence and personal vehicle.

The RA subsequently contacted (b) (6), (b) (7)(C) via phone line to set up an interview, but (b) (6), (b) (7)(C) declined an in-person interview.

(b) (6), (b) (7)(C) went on to allege that (b) (6), (b) (7)(C) was being followed by subjects in uniform and claimed that these unknown subjects were tampering with (b) (6), (b) (7)(C) personal vehicle and unlawfully entered (b) (6), (b) (7)(C) dwelling. (b) (6), (b) (7)(C) also claimed that someone placed rat feces in (b) (6), (b) (7)(C) coffee. (b) (6), (b) (7)(C) was unable to provide any credible evidence or witnesses of (b) (6), (b) (7)(C) account.

When asked if (b) (6), (b) (7)(C) had filed any police reports, (b) (6), (b) (7)(C) claimed that Petaluma Police were also following (b) (6), (b) (7)(C) and therefore, (b) (6), (b) (7)(C) did not file any reports. Contact with a former supervisor revealed that (b) (6), (b) (7)(C) had episodes of paranoia, but did not consider (b) (6), (b) (7)(C) a threat to (b) (6), (b) (7)(C) or any employees.

In all, two former supervisors were contacted and were informed to contact FPS and GSA OIG should an unforeseen occurrence arise. Additionally, Federal Protective Service (FPS) was advised of the complaint and (b) (6), (b) (7)(C) employee photo was disseminated to FPS investigative staff.

Based on the aforementioned, this matter is closed.

If you have any questions or concerns regarding this matter, please contact me at (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), (b) (7)(F) [@gsaig.gov](mailto:(b) (6), (b) (7)(C), (b) (7)(F)@gsaig.gov).

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

April 8, 2015

MEMORANDUM FOR: FILE

FROM:

(b) (6), (b) (7)(C)

SPECIAL AGENT IN CHARGE
MID-ATLANTIC REGIONAL INVESTIGATIONS OFFICE (JI-3)

SUBJECT:

CASE CLOSING MEMORANDUM

(b) (6), (b) (7)(C)

Former Supervisory Program Analyst
U.S. General Services Administration
20 North 8th Street
Philadelphia, PA

File No.: I083-1563

This memorandum presents the findings of our investigation regarding the captioned matter. No further actions or referrals are necessary to close this matter.

On February 19, 2008, the Mid-Atlantic Regional Investigations Office (JI-3) received information from a complainant alleging possible misconduct on the part of (b) (6), (b) (7)(C) - (b) (6), (b) (7)(C) GS-13, former Supervisory Program Analyst, Operations Support Staff (3PA), Mid-Atlantic Region 3, U.S. General Services Administration, Philadelphia, PA.

The complainant alleged (b) (6), (b) (7)(C) inappropriately assisted RightSource Document Services (RSDS), Chicago, IL, competitors; IKON Office Solutions, Inc. (IKON), Malvern, PA, and Unisys Corporation (Unisys), Blue Bell, PA, on the then new contract solicitation, GS-03P-08-CD-D-0002, on which RSDS was the incumbent contractor. The complainant advised (b) (6), (b) (7)(C) may have given the competitors RSDS' proposal, although the complainant did not provide proof. Additionally, the complainant alleged (b) (6), (b) (7)(C) may have met with IKON representatives during the solicitation process and may have arranged for current RSDS employees to meet with competitors to discuss possible employment in the event RSDS was not awarded the new contract.

JI-3 opened a preliminary investigation into the matter. Information was developed, through interviews and records from the preliminary investigation, which confirmed aspects of the complainant's allegations and warranted a formal investigation. The investigation determined

Office of Investigations (JI-3)
William J. Green Federal Office Building
600 Arch Street, Room (b) (7)(F) Philadelphia, PA 19106

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██████████ had a business relationship, via ██████████ personally owned business, PeoplePreneurs, with Vistronix, Inc., McLean, VA, who bid on the aforementioned solicitation. Additionally, the investigation determined ██████████ had a personal relationship with (b) (6), (b) (7)(C), Chief Operating Officer, Vistronix, Inc. It was determined ██████████ did not inform the Source Selection Chair for the solicitation of the business/personal relationship and ██████████ did not seek a legal opinion regarding the business/personal relationship from GSA Regional Counsel.

On August 20, 2008, ██████████ left GSA for a GS-14 position with the Federal Emergency Management Agency, Philadelphia, PA. On September 2, 2008, JI-3 obtained ██████████ GSA issued computer and conducted a forensic analysis.

The forensic analysis revealed ██████████ appeared to have a closer relationship with (b) (6), (b) (7)(C) than was previously reported. Additionally, the recovered e-mails between (b) (6), (b) (7)(C) and ██████████ personal e-mail account revealed a request from ██████████ to (b) (6), (b) (7)(C) for tickets to a Washington Redskins versus Philadelphia Eagles game, taking place in Landover, MD, on November 11, 2008, two days prior to ██████████ signing a Conflict of Interest Acknowledgement form for the purposes of sitting on the Source Selection Board.

A review of ██████████ Office of Government Ethics Forms 450, submitted from 2007 to 2012, identified numerous false statements.

On October 24, 2008, ██████████ was referred to the U.S. Attorney's Office (USAO)/Eastern District of Pennsylvania (EDPA), for prosecutorial consideration for false statements and releasing source selection material. The USAO/EDPA accepted ██████████ for prosecution.

On March 27, 2012, a federal grand jury in the EDPA indicted ██████████ on one count of 18 U.S.C. 208, 216 (Conflict of Interest), one count of 18 U.S.C. 201(c)(1)(B) (Soliciting a Gratuity), and six counts of 18 U.S.C. 1001 (False Statements). On March 30, 2012, ██████████ surrendered ██████████ and was arraigned before U.S. Magistrate Felipe Restrepo, EDPA.

On February 11, 2013, a jury trial began before U.S. District Judge (b) (6), (b) (7)(C), EDPA. On February 19, 2013, the jury found ██████████ not guilty on all counts of the indictment.

On July 26, 2013, the U.S. Department of Homeland Security, Personnel Security Division, Office of the Chief Security Officer, revoked ██████████ access to secret and compartmentalized information. ██████████ Top Secret-SCI clearance was a requirement of ██████████ current position with FEMA. ██████████ appealed the decision.

On December 15, 2014, (b) (6), (b) (7)(C), Regional Administrator, Region III, DHS/FEMA, Philadelphia, PA, terminated ██████████ from ██████████ position as Division Director, Mission Support Division, Region III, DHS/FEMA, and removed ██████████ from federal service.

On December 31, 2014, Security Appeals Board, DHS/U.S. Secret Service unanimously upheld the revocation of ██████████ Top Secret-SCI clearance.



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

GREATER SOUTHWEST REGION INVESTIGATIONS OFFICE

May 19, 2015

MEMORANDUM FOR

FROM:

(b) (6), (b) (7)(C)

SUBJECT:

(b) (7)(E)
(b) (7)(E)- FORT BLISS, TX

File No. I1172279

This is to advise you that the above-captioned investigation was officially closed on this date.

Our case was initiated based on information from (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) - (b) (6), (b) (7)(C) Marathon Watch Company (MWC), notified our office a Marathon CSAR 300m chronograph men's wrist watch was currently being sold on eBay. (b) (6), (b) (7)(C) confirmed the watch advertised on eBay coincided with a shipment of approximately 85 watches which were delivered to Fort Bliss, TX. The watches were purchased through a GSA Multiple Award Schedule Contract, GS-14F-0027K awarded to MWC. According to the invoice provided by MWC, GSA was billed \$111,078.00 for the eighty-five watches. GSA subsequently sold the watches to the military unit at Fort Bliss, TX, for \$1,515.89 per watch totaling \$128,850.65.

(b) (7)(E)
(b) (7)(E) from an individual identified as (b) (6), (b) (7)(C). Additionally, (b) (7)(E)
(b) (7)(E)
(b) (7)(E) The (b) (7)(E) was verified as belonging to Sergeant First Class (b) (6), (b) (7)(C).

The investigation (b) (7)(E)
Our office (b) (7)(E) (b) (7)(E)
(b) (7)(E), Staff Sergeant (b) (6), (b) (7)(C) admitted (b) (6) was approached by Staff Sergeant (b) (6), (b) (7)(C) and instructed on how to place orders in the Department of the Army, Property Book Enhanced Supply System. (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) on how to alter information in the system to conceal the nature of the items ordered from the unit command. During (b) (7)(E), (b) (6), (b) (7)(C) identified First Sergeant (b) (6), (b) (7)(C), Staff Sergeant (b) (6), (b) (7)(C), First Sergeant (b) (6), (b) (7)(C), Captain (b) (6), (b) (7)(C), and Sergeant First Class (b) (6), (b) (7)(C) as co-conspirators.

Our investigation determined (b) (6), (b) (7)(C) conspired to order approximately 175 watches resulting in the approximate loss to the government of \$265,000.

Our investigation resulted in (b) (6), (b) (7)(C) being charged with violating one count of Title 18, U.S.C. § 371, Conspiracy and one count of Title 18, U.S.C. § 641, Theft of Government Property.

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(b) (6), (b) (7)(C) pled guilty to violating one count of Title 18, U.S.C. § 641, Theft of Government Property. (b) (6), (b) (7)(C) was sentenced to the custody of the United States Bureau of Prisons to be imprisoned for a term of six months, ordered to pay restitution in the amount of \$56,087.97, a special assessment of \$100.00 and three years supervised release.

(b) (6), (b) (7)(C) pled guilty to violating one count of Title 18, U.S.C. § 371, Conspiracy and two counts of Title 18, U.S.C. § 641, Theft of Government Property. (b) (6), (b) (7)(C) was sentenced to probation for a term of five years, ordered to pay restitution in the amount of \$22,435.18 and a special assessment of \$200.00.

(b) (6), (b) (7)(C) pled guilty to violating one count of Title 18, U.S.C. § 641, Theft of Government Property. (b) (6), (b) (7)(C) was ordered to pay restitution in the amount of \$3031.78, a fine of \$500.00, and a special assessment of \$100.00.

(b) (6), (b) (7)(C) pled guilty to violating one count of Title 18, U.S.C. § 641, Theft of Government Property. (b) (6), (b) (7)(C) was sentenced to probation for term of five years, a special assessment of \$100.00, and ordered to pay restitution in the amount of \$11,217.59.

(b) (6), (b) (7)(C) pled guilty to violating one count of Title 18, U.S.C. § 641, Theft of Government Property. (b) (6), (b) (7)(C) was sentenced to probation for a term of five years, a special assessment of \$100.00, and ordered to pay restitution of \$22,435.18.

(b) (6), (b) (7)(C) was granted the opportunity to resign his commission in lieu of a court martial.

The investigation was prosecuted by Assistant United States Attorneys (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), Western District of Texas.

If you have any questions, please call Special (b) (7)(F), (b) (6), (b) (7)(C) or me at (b) (6), (b) (7)(C)

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

MARCH 13, 2015

MEMORANDUM FOR:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

SPECIAL AGENT IN CHARGE (JI-W)

FROM:

(b) (6), (b) (7)(C), (b) (7)(F)

SPECIAL AGENT (JI-W)

SUBJECT:

Report of Investigation: (b) (6), (b) (7)(C)

Case Number: Z11W2978

This case was initiated based upon information provided by a GSA contractor that alleged one of (b) (6), (b) (7)(C) subcontractors may be involved in various contractor irregularities. Specifically, the GSA contractor believed (b) (6), (b) (7)(C), a realty specialist for (b) (6), (b) (7)(C) and Associates Consulting (AAC), used (b) (6), (b) (7)(C) position as a subcontractor at a GSA facility to improperly access GSA procurement data to give (b) (6), (b) (7)(C) and unfair advantage to obtain other contracts for (b) (6), (b) (7)(C) company.

During the course of this investigation, GSA emails and government records were reviewed. In addition, interviews were conducted.

(b) (6), (b) (7)(C) was interviewed. (b) (6), (b) (7)(C) confirmed the majority of AAC's contracts with GSA came by virtue of working in a GSA facility on a daily basis. However, (b) (6), (b) (7)(C) does not believe (b) (6), (b) (7)(C) has an unfair advantage over (b) (6), (b) (7)(C) competitors. (b) (6), (b) (7)(C) never viewed or had unauthorized possession of (b) (6), (b) (7)(C) competitor's proprietary information. (b) (6), (b) (7)(C) never had unauthorized access to an independent government estimate relating to a contract that (b) (6), (b) (7)(C) was competing to receive or any unauthorized access to information that has helped (b) (6), (b) (7)(C) efforts to win contracts. The majority of the contracts AAC was awarded by GSA were established through casual contact with authorized acquisition officials who work in the same GSA facility as (b) (6), (b) (7)(C) and were, therefore, more familiar with (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) was interviewed. After informing (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) may have provided realty specialist services to GSA through a contract with another 8(a) company and not through AAC, (b) (6), (b) (7)(C) explained (b) (6), (b) (7)(C) would be in violation of multiple regulations that govern the SBA 8(a) program if (b) (6), (b) (7)(C) is providing lease contract specialist service to GSA through a contract with another company. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) would specifically be in violation of Code of Federal Regulations (CFR) Title 13, Section 124-106-1a, Parts 3 and 4, as well as Section 510a which are incorporated into the 8(a) program.

Title 13, Section 124-106-a1, Parts 3 and 4, state a person participating in the SBA 8(a) program must devote full-time hours to the 8(a) business and must do so during normal working

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Office of Investigations (JI-W)
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hours. The section also requires that a disadvantaged manager receive written approval from SBA in the event (b) (6), (b) (7)(C) wishes to engage in outside employment.

This investigation did not reveal any criminal violations. It has therefore referred to SBA-OIG to investigate any administrative infractions.

This memorandum presents the findings of my investigation. No further actions or referrals are necessary to close this matter.



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Office of Inspector General

SOUTHEAST REGIONAL INVESTIGATIONS OFFICE

MEMORANDUM FOR

(b) (6), (b) (7)(C)

FOR

SPECIAL AGENT-IN-CHARGE
OFFICE OF INVESTIGATIONS (JI-4)

FROM:

(b) (6), (b) (7)(C), (b) (7)(F) **(b) (6), (b) (7)(C), (b) (7)(F)**

SPECIAL AGENT
OFFICE OF INVESTIGATIONS (JI-4)

SUBJECT:

Report of Investigation re:

(b) (6), (b) (7)(C) and **(b) (6), (b) (7)(C)**

Case Number: 112M3939

This memorandum presents the findings of our investigation. No further actions or referrals are necessary to close this matter.

This investigation was predicated from a preceding investigation regarding fraud committed by **(b) (6), (b) (7)(C)** via GSA Auctions.

On November 2, 2009, the General Services Administration (GSA), Office of Inspector General (OIG), Fort Lauderdale Resident Field Investigations Office received information regarding the sale of GSA Fleet vehicles for below market prices where the complainant was defrauded of \$370,000.00. On February 26, 2010, the GSA OIG received information concerning the fraudulent use of a certificate to obtain a title, issued by GSA, to defraud a victim of \$300,000.00 for the purchase of a yacht. GSA OIG identified **(b) (6), (b) (7)(C)** as the subject responsible for both schemes to defraud multiple victims of approximately \$670,000.00.

From February 2008 through July 2011, the GSA OIG conducted an investigation with the Miami Police Department into **(b) (6), (b) (7)(C)** fraud scheme. Subsequent **(b) (7)(E)** and **(b) (7)(E)** revealed **(b) (6), (b) (7)(C)** told victims **(b) (7)(E)** was an agent of GSA and was able to broker the sale of vessels and vehicles before GSA auctioned the property. **(b) (6), (b) (7)(C)** provided altered U.S. government forms and bogus invoices to the victims to further **(b) (6), (b) (7)(C)** fraudulent scheme. The investigation revealed that **(b) (6), (b) (7)(C)** stole the money from the victims for the alleged purchase of vehicles and vessels through GSA Auctions.

(b) (6), (b) (7)(C) was subsequently arrested and entered a guilty plea to state charges including Grand Theft and Forgery. In the course of the investigation, agents determined that **(b) (6), (b) (7)(C)** reported no income on either **(b) (6), (b) (7)(C)** personal or corporate income tax filings and initiated a separate federal investigation into those violations. GSA OIG and IRS CI conducted the federal investigation.

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On October 7, 2014, the U.S. Attorney's Office, Southern District of Florida (SDFL) filed an Information against (b) (6), (b) (7)(C) charging (b) (6), (b) (7)(C) with two counts of filing a false individual tax return in violation of 18 U.S.C. § 2, one count of filing a false corporate tax return in violation of 26 U.S.C. § 7206(1), and one count of failing to file a tax return in violation of 26 U.S.C. § 7203. (b) (6), (b) (7)(C) self-surrendered to U.S. Marshalls in the SDFL and an Initial Appearance was held by the Honorable (b) (6), (b) (7)(C) United States Magistrate Judge, SDFL.

On November 3, 2014, (b) (6), (b) (7)(C) pled guilty in the SDFL to two counts of filing a false individual tax return in violation of 18 U.S.C. § 2, one count of filing a false corporate tax return in violation of 26 U.S.C. § 7206(1), and one count of failing to file a tax return in violation of 26 U.S.C. § 7203.

On March 18, 2015, (b) (6), (b) (7)(C) was convicted in the SDFL for two counts of filing a false individual tax return in violation of 18 U.S.C. § 2, one count of filing a false corporate tax return in violation of 26 U.S.C. § 7206(1), and one count of failing to file a tax return in violation of 26 U.S.C. § 7203 and sentenced by the Honorable (b) (6), (b) (7)(C) to 27 months imprisonment and ordered to pay \$196,645.00 in restitution.

This matter does not require any further investigation or action.

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General
Pacific Rim Regional Office of Investigations

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September 1, 2015

MEMORANDUM FOR LEE QUINTYNE
ASSISTANT INSPECTOR GENERAL FOR INVESTIGATIONS (JI)

FROM: (b) (6), (b) (7)(C) 9/1/2015
SPECIAL AGENT IN CHARGE (JI-9)

SUBJECT: Case Closing Memorandum

Case Title (b) (6), (b) (7)(C) - KAMA'AINA KIDS - THEFT OF FEDERAL
SURPLUS PROPERTY - KAILUA, HI
OIG File Number – I13L4544

This memorandum serves as the Final Report of Investigation in this matter.

On May 2, 2014, a Report of Investigation was presented to Regional Administrator (b) (6), (b) (7)(C), Region 9, for review of the GSA OIG investigation into (b) (6), (b) (7)(C) of Kama'Aina Kids, a non-profit organization and their participation in the GSA Surplus Property Program.

On August 19, 2015, GSA notified the OIG that they determined that Kama'Aina Kids was ineligible to continue participation in the GSA Surplus Property Program and ordered it to return all property received from the program, which resulted in a savings to the US Government of \$234,820.00. This property will be made available for re-allocation.

Should you have any questions concerning this matter, please feel free contact me at (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) @gsaig.gov.

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Pacific Rim Regional Investigations Office (JI-9L)
24000 Avila Road, Suite # (b) (7)(F) Laguna Niguel, CA 92677



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U.S. GENERAL SERVICES ADMINISTRATION

Office of Inspector General

GREATER SOUTHWEST REGION INVESTIGATIONS OFFICE

January 26, 2015

MEMORANDUM FOR: FILE

FROM:

(b) (6), (b) (7)(C)

SPECIAL AGENT IN CHARGE (JI-7)

SUBJECT:

WPA – PARIS, TX
JESSE DAVIS PAINTING

File No. I1374792

This is to advise you that the above-captioned investigation was officially closed on this date.

Our case was initiated on May 3, 2013. The GSA Office of the Chief Architect advised that (b) (6), (b) (7)(C) was attempting to auction a WPA painting, "Nueces River" by Jesse Davis, through Heritage Auctions in Dallas, TX.

On December 12, 2014, AUSA (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) attorney, (b) (6), (b) (7)(C) had a conference in which (b) (6), (b) (7)(C) agreed that the painting belong to the Government and requested a Release Agreement.

On December 31, 2014, a Release Agreement for the artwork was completed.

On January 16, 2015, (b) (6), (b) (7)(C) and AUSA (b) (6), (b) (7)(C) observed the removal of "Nueces River" from heritage Auctions by USArt on behalf of the Government.

On January 26, 2015, Fine Arts Management Specialist (b) (6), (b) (7)(C) confirmed the painting was received by (b) (6), (b) (7)(C) office in the same condition it was shipped in.

If you have any questions, please call Special Agent (b) (6), (b) (7)(C), (b) (7)(F) or me at (b) (6), (b) (7)(C)

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Office of Investigations (JI-7)

819 Taylor Street, Room (b) (7)(F) Fort Worth, TX 76102 (817/978-2589)



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Office of Inspector General

NATIONAL CAPITAL REGION
OFFICE OF INVESTIGATIONS

May 20, 2015

(b) (6), (b) (7)(C)

MEMORANDUM FOR

SPECIAL AGENT IN CHARGE

FROM:

(b) (6), (b) (7)(C), (b) (7)(F)

(b) (6), (b) (7)(C), (b) (7)(F)

SPECIAL AGENT (JI-W)

SUBJECT:

Report of Investigation re:

(b) (6), (b) (7)(C) POSSIBLE CONFLICT OF INTEREST

Case Number: **I14W5168**

This memorandum presents the findings of my investigation. No further actions or referrals are necessary to close this matter.

The Office of Inspector General, Office of Investigations received information from **(b) (6), (b) (7)(C)** Owner, P and P Contractors Inc., whom alleged that **(b) (6), (b) (7)(C)**, Customer Service Manager, GSA, may be involved in a conflict of interest. It was alleged that **(b) (6), (b) (7)(C)** owns a construction company and awards contracts to that company. It was also discovered during an email review that **(b) (6), (b) (7)(C)** was sending Independent Government Estimates (IGE) to **(b) (6), (b) (7)(C)** Owner, Global Technology Solutions (GTS) prior to the award of multiple task orders placed against contract GS11P11MKD0004.

Through multiple witness interviews, review of Government records, Grand Jury records and Government email accounts, the investigation substantiated that **(b) (6), (b) (7)(C)** was part owner of Capital Area Constructors (CAC). It also substantiated that **(b) (6), (b) (7)(C)** concealed **(b) (6), (b) (7)(C)** ownership from GSA by not disclosing **(b) (6), (b) (7)(C)** ownership on **(b) (6), (b) (7)(C)** annual confidential Financial Disclosure Reports.

On September 29, 2014, **(b) (6), (b) (7)(C)** was interviewed in which **(b) (6), (b) (7)(C)** acknowledged **(b) (6), (b) (7)(C)** ownership in CAC and **(b) (6), (b) (7)(C)** involvement in providing IGEs to GTS during the pre award phase.

On November 5, 2015, the Assistant United States Attorney for the District of Columbia, declined to prosecute **(b) (6), (b) (7)(C)** based on the lack of loss to the Government.

On November 17, 2015, a Report of Investigation (ROI) was furnished to **(b) (6), (b) (7)(C)**, Regional Commissioner, PBS.

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On March 9, 2015, the following administration action was proposed by (b) (6), (b) (7)(C), Deputy Director, Office of Facilities; suspension for 12 calendars days. The effective dates of suspension are March 29, 2015 through April 3, 2015 and April 12, 2015 through April 17, 2015.

This matter does not require any further investigation or action.

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