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Description of document: Various Pension Benefit Guaranty Corporation (PBGC)
Inspector General (OIG) Closed Investigations 2016-2017

Requested date: 08-February-2021

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Source of document: Disclosure Officer
Pension Benefit Guaranty Corporation
1200 K Street, N.W., Suite 11101
Washington, D.C. 20005
Fax: (202) 229-4042
[FOIAonline](#) (preferred)

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Pension Benefit Guaranty Corporation
1200 K Street, N.W., Washington, D.C. 20005-4026

BY EMAIL

PBGC 2021-001108

May 19, 2021

Re: Request for Inspector General Records

I am responding to your Freedom of Information Act (FOIA) request to the Disclosure Division of the Pension Benefit Guaranty Corporation (PBGC), which was received, on February 8, 2021. You requested a copy of the final report, report of investigation, closing memo, and referral memo for the following investigations:

1. 15-0043-I;
2. 16-0005-I;
3. 17-0004-I; and
4. 17-0028-I.

You authorized fees in the amount of \$40.00. I processed your requests in accordance with the FOIA and PBGC's implementing regulation. I apologize for the delay.

Pursuant to your request, the PBGC Office of Inspector General conducted a search of agency records and located 16 pages. I have determined the 13 pages of the responsive records may be released to you in full or in part, as described below:

1. Pension Benefit Guaranty Corporation Resolution 2017-01(4 pages);¹
2. Close Out Memorandum-OIG Case Number 16-0005-I dated October 25, 2016 (7 pages); and
3. Close Out Memorandum-OIG Case Number 17-0004-I dated August 17, 2017 (2 pages).

It was necessary to withhold portions of the above-referenced responsive records from disclosure and fully withhold 3 pages² of responsive records. The PBGC reasonably foresees that the disclosure of this information would harm interests protected by the FOIA. I have relied on four FOIA Exemptions to withhold this information.

¹ Responsive to OIG Investigation 15-0043-I.

² Responsive to OIG Investigation 17-0028-I.

The first applicable exemption, 5 U.S.C. § 552(b)(4), permits the exemption from disclosure of matters that are "trade secrets and commercial or financial information obtained from a person and privileged or confidential." The records you have requested contain "commercial or financial information" within the meaning of the above-cited statutory language and the PBGC's regulation 29 C.F.R. § 4901.21(b)(2) and, therefore, the Disclosure Officer has determined these records are exempt from disclosure. The second applicable exemption, 5 U.S.C. § 552(b)(5), deals with internal documents: inter-agency or intra-agency memoranda or letters, opinions, advice or recommendations which would not be available by law to a party other than an agency in litigation with PBGC and as such are not required to be disclosed under 5 U.S.C. § 552(b)(5). Attorney client communications and information including the agency's deliberative processes are protected by this exemption. I have determined that the disclosure of this material would not further the public interest at this time and would impede the operations of PBGC.

The second applicable exemption, 5 U.S.C. § 552(b)(5), deals with internal documents: inter-agency or intra-agency memoranda or letters, opinions, advice or recommendations which would not be available by law to a party other than an agency in litigation with PBGC and as such are not required to be disclosed under 5 U.S.C. § 552(b)(5). Attorney client communications and information including the agency's deliberative processes are protected by this exemption. I have determined that the disclosure of this material would not further the public interest at this time and would impede the operations of PBGC.

The third applicable FOIA exemption, 5 U.S.C. § 552(b)(6), exempts from required public disclosure, "personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of personal privacy." Some of the records you requested contain "similar files" within the meaning of the above cited statutory language and the PBGC implementing regulation, 29 C.F.R. § 4901.21(b)(4). The FOIA requires agencies to conduct a balancing test. In applying Exemption 6, a balancing test was conducted, weighing the privacy interests of the individuals named in a document against the public interest in disclosure of the information. The public interest in disclosure is one that will "shed light on an agency's performance of its statutory duties." *Dep't of Justice v. Reporters Committee*, 489 U.S. 749, 773 (1989). We have determined disclosure of this information would constitute a clearly unwarranted invasion of an individual's personal privacy.

The fourth applicable exemption, 5 U.S.C. § 552(b)(7), permits the exemption from disclosure of "records compiled for law enforcement purposes" when disclosure would be detrimental to such purposes. Specifically, § 552 (b)(7)(C) prohibits disclosure if it could reasonably be expected to constitute an unwarranted invasion of personal privacy. The FOIA requires agencies to conduct a balancing test when invoking this exemption. In applying Exemption 7(C), a balancing test was conducted, weighing the privacy interests of the individuals named in a document against the public interest in disclosure of the information. The public interest in disclosure is one that will "shed light on an agency's performance of its statutory duties." *Dep't of Justice v. Reporters Committee*, 489 U.S. 749, 773 (1989). We have determined disclosure of this information would reasonably constitute and unwarranted invasion of an individual's personal privacy.

Since this response constitutes a partial denial of your request for records, I am providing you your administrative appeal rights in the event you wish to avail yourself of this process. The FOIA provides at 5 U.S.C. § 552(a)(6)(A)(i) (2014) amended by FOIA Improvement Act of 2016, Pub. L. No. 114-185, 130 Stat. 538 that if a disclosure request is denied in whole or in part by the

Disclosure Officer, the requester may file a written appeal within 90 days from the date of the denial or, if later (in the case of a partial denial), 90 days from the date the requester receives the disclosed material. PBGC's FOIA regulation provides at 29 C.F.R. § 4901.15 (2017) that the appeal shall state the grounds for appeal and any supporting statements or arguments, and shall be addressed to the General Counsel, Attention: Disclosure Division, Pension Benefit Guaranty Corporation, 1200 K Street, N.W., Washington, D.C. 20005. To expedite processing, the words "FOIA Appeal" should appear on the letter and prominently on the envelope.

In the alternative, you may contact the Disclosure Division's Public Liaison at (202)326-4040 for further assistance and to discuss any aspect of your request. You also have the option to contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001; e-mail at ogis@nara.gov; telephone at 202-741-5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769.

This completes the processing of your request. Your request was categorized as "Other." Under this category requesters are assessed search³ and duplication costs.⁴ There are no fees associated with processing this request.

You may submit future requests for PBGC records by accessing FOIAonline, our electronic FOIA processing system, at www.foiaonline.gov or by e-mail at Disclosure@pbgc.gov.

Sincerely,



Whitney Frazier-Jenkins
Deputy Disclosure Officer
Office of General Counsel
General Law and Operations Department

Enclosures

³ See 5 U.S.C. § 552(a)(4)(A)(ii)(II).

⁴ The FOIA Improvement Act of 2016 precludes an agency from charging search fees to a FOIA requester if the agency does not meet the FOIA's twenty-day time limit. As such, we did not assess search fees for this request.

PENSION BENEFIT GUARANTY CORPORATION
RESOLUTION 2017-01

With the understanding that such resolution will not be adopted unless and until unanimously approved by all Members of the Board of Directors or their designees, I hereby vote to approve the adoption of the following resolution:

WHEREAS, the Participant and Plan Sponsor Advocate is an employee of the Pension Benefit Guaranty Corporation and reports to the Board of Directors;

WHEREAS, the PBGC Board of Directors acknowledges the importance and independence of the PBGC Participant and Plan Sponsor Advocate in fulfilling the Advocate's statutory duties, including advocating for the full attainment of the rights of participants in plans trusted by PBGC, assisting pension plan sponsors and participants in resolving disputes with PBGC, and reporting annually on the Advocate's activities with participants and plan sponsors as well as the Advocate's recommendations to mitigate problems experienced by participants and plan sponsors in their dealings with PBGC;

RESOLVED, that the Advocate shall comply with all Federal and PBGC ethics laws, regulations, policies, and procedures; and

RESOLVED, that the Board encourages the Advocate to continue to proactively identify potential conflicts of interest and to otherwise consult with PBGC ethics officials.

10/21/16
Date


PHYLLIS C. BORZI
Representative of the Secretary of Labor

PENSION BENEFIT GUARANTY CORPORATION
RESOLUTION 2017-01

With the understanding that such resolution will not be adopted unless and until unanimously approved by all Members of the Board of Directors or their designees, I hereby vote to approve the adoption of the following resolution:

WHEREAS, the Participant and Plan Sponsor Advocate is an employee of the Pension Benefit Guaranty Corporation and reports to the Board of Directors;


WHEREAS, the PBGC Board of Directors acknowledges the importance and independence of the PBGC Participant and Plan Sponsor Advocate in fulfilling the Advocate's statutory duties, including advocating for the full attainment of the rights of participants in plans trusted by PBGC, assisting pension plan sponsors and participants in resolving disputes with PBGC, and reporting annually on the Advocate's activities with participants and plan sponsors as well as the Advocate's recommendations to mitigate problems experienced by participants and plan sponsors in their dealings with PBGC;

RESOLVED, that the Advocate shall comply with all Federal and PBGC ethics laws, regulations, policies, and procedures; and

RESOLVED, that the Board encourages the Advocate to continue to proactively identify potential conflicts of interest and to otherwise consult with PBGC ethics officials.

11/4/2016

Date



AMIAS GERETY
Representative of the Secretary of Treasury

PENSION BENEFIT GUARANTY CORPORATION
RESOLUTION 2017-01

With the understanding that such resolution will not be adopted unless and until unanimously approved by all Members of the Board of Directors or their designees, I hereby vote to approve the adoption of the following resolution:


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WHEREAS, the PBGC Board of Directors acknowledges the importance and independence of the PBGC Participant and Plan Sponsor Advocate in fulfilling the Advocate's statutory duties, including advocating for the full attainment of the rights of participants in plans trusted by PBGC, assisting pension plan sponsors and participants in resolving disputes with PBGC, and reporting annually on the Advocate's activities with participants and plan sponsors as well as the Advocate's recommendations to mitigate problems experienced by participants and plan sponsors in their dealings with PBGC;

RESOLVED, that the Advocate shall comply with all Federal and PBGC ethics laws, regulations, policies, and procedures; and

RESOLVED, that the Board encourages the Advocate to continue to proactively identify potential conflicts of interest and to otherwise consult with PBGC ethics officials.

Date 11.17.16



JUSTIN ANTONIPILLAI
Representative of Secretary of Commerce

PENSION BENEFIT GUARANTY CORPORATION
RESOLUTION 2017-01

With the understanding that such resolution will not be adopted unless and until unanimously approved by all Members of the Board of Directors or their designees, I hereby vote to approve the adoption of the following resolution:

WHEREAS, the Participant and Plan Sponsor Advocate is an employee of the Pension Benefit Guaranty Corporation and reports to the Board of Directors;

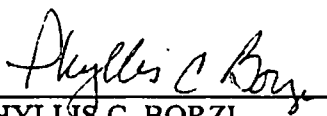
WHEREAS, the PBGC Board of Directors acknowledges the importance and independence of the PBGC Participant and Plan Sponsor Advocate in fulfilling the Advocate's statutory duties, including advocating for the full attainment of the rights of participants in plans trusted by PBGC, assisting pension plan sponsors and participants in resolving disputes with PBGC, and reporting annually on the Advocate's activities with participants and plan sponsors as well as the Advocate's recommendations to mitigate problems experienced by participants and plan sponsors in their dealings with PBGC;

RESOLVED, that the Advocate shall comply with all Federal and PBGC ethics laws, regulations, policies, and procedures; and

RESOLVED, that the Board encourages the Advocate to continue to proactively identify potential conflicts of interest and to otherwise consult with PBGC ethics officials.

10/21/16

Date



PHYLLIS C. BORZI
Representative of the Secretary of Labor



Pension Benefit Guaranty Corporation
Office of Inspector General
1200 K Street, N.W., Washington, D.C. 20005-4026

October 25, 2016

(b)(4)
Title [REDACTED] Contract (b)(6), (b)(7)(c)
Investigator [REDACTED]
Subject Close-Out Memorandum
Investigation # 16-0005-I

(b)(6) **INVESTIGATIVE INITIATION**

On November 19, 2015, [REDACTED] contacted the PBGC OIG alleging that [REDACTED] (a PBGC contractor) and PBGC violated a FAR rule prohibiting firms such as [REDACTED] from gaining an unfair advantage under: 9.505-1. FAR rule 9.505-1 is as follows: (b)(4)

Providing systems engineering and technical direction. (a) A contractor that provides systems engineering and technical direction for a system but does not have overall contractual responsibility for its development, its integration, assembly, and checkout, or its production shall not- (1) Be awarded a contract to supply the system or any of its major components; or (2) Be a subcontractor or consultant to a supplier of the system or any of its major components. (b) Systems engineering includes a combination of substantially all of the following activities: determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design. Technical direction includes a combination of substantially all of the following activities: developing work statements, determining parameters, directing other contractors' operations, and resolving technical controversies. In performing these activities, a contractor occupies a highly influential and responsible position in determining a system's basic concepts and supervising their execution by other contractors. Therefore, this contractor should not be in a position to make decisions favoring its own products or capabilities.

Potential Violations (b)(4)

Conflict of Interest: FAR rule 9.505-1 prohibits firms such as [REDACTED] from gaining an unfair advantage.

(b)(6), (b)(7)(c) ACTION TAKEN

(b)(4)

- PBGC OIG Special Agent (b)(6) (Case Agent) obtained all (b)(6) contracts in existence for the last 3 years. None of the contracts contained any statements for the mitigation of organizational conflicts of interest (OCI). (b)(6)
- On November 30, 2015, Case Agent called (b)(6) to gain a better understanding of (b)(6) issues regarding (b)(4) having an unfair advantage at PBGC. (b)(6) provided the following information during the phone call: (b)(6)
 - PBGC Procurement Department (PD) Division Chief Steven Kvalevog (b)(6) brought (b)(6) as PBGC was in need of help with their IT procurements. (b)(6)
 - During a March 15, 2015 meeting at PBGC, (b)(6) the services (b)(4), (b)(6) could provide to PBGC. Attendees at the meeting included (b)(6) (b)(4) and others.
 - (b)(6) PBGC IT Department. Per (b)(6), this is a definite violation of the FAR, as it gives (b)(6) an unfair advantage at PBGC. (b)(4) should have to choose either the (b)(6). They cannot have both. (b)(6) did not know the names of these contracts and which contract had an earlier effective date.
 - Other companies in similar situations have divested parts of their companies so as not to be in violation of the FAR.
 - When (b)(6) later spoke with (b)(6) about the March meeting, (b)(6) told (b)(6) that PBGC had decided to use "organic resources" in dealing with their IT procurement problems. (b)(6) questions this decision for two reasons. First, (b)(6) questions why PBGC contacted (b)(6) for assistance and then decided to use organic resources, when those currently in position at PBGC have not been able to fix PBGC's IT procurement issues. Second, (b)(6) questions how PBGC can let (b)(4) have the (b)(6) contract at the same time as the (b)(6) contract, as it is a clear violation of the FAR. (b)(4)
 - (b)(6) would like an explanation as to why PD decided to fix their IT procurement issues with organic resources rather than with the assistance of (b)(6). (b)(6) stated that (b)(6) non-profit was established for (b)(4), (b)(6) solving the type of issues that PBGC is experiencing. (b)(6)

- Case Agent agreed to email (b)(6) a brief request for more information to supplement (b)(6) initial complaint submission.
- After the phone call with (b)(6), Case Agent emailed (b)(6) a request for additional information, including further explanation of the FAR violation and some specific issues at PBGC that prompted PD to enlist (b)(6) services.

(b)(4), (b)(6)

- On January 26, 2016, (b)(6) emailed the following additional information to Case Agent:

- (b)(6) ○ I recently met with the FAR Council headed up by GSA OGP, (b)(6) on this issue. (b)(6) said they will be sending some updates out on unmitigatable OCI issues that cannot be firewalled off with OCI mitigation plans. This occurs when a company has a core competency that is well known by all the staff, and compensation and stock plans that encourage employees to promote these capabilities. (b)(4) contact several years ago for this same reason, as has DHS rulings on OCI.
- The fact that senior government officials working with me to bring our skills on board were halted without cause suggests that (b)(4) has weighed in on our possible engagement. Calls to the senior (b)(4) PM who (b)(6) attended our presentation without disclosure that (b)(4) was a contractor suggests a serious problem. (b)(4) multi-million (b)(4) of IT Services and Products creates a unfair situation for all other suppliers as the acquisition support team has the means and access to influence evaluation factors and market research that would undermine best value and real competition.

(b)(4)

On January 26, 2016, Case Agent emailed PBGC Procurement Department Chief Steve Kvalevog and informed him of the following: (b)(4)

- (b)(4) • (b)(4) received a complaint stating that (b)(4) has an unfair advantage at PBGC, due to having both an (b)(4) contract in the IT Department at the same time as a (b)(4) support contract with the Procurement Department.
- The complainant stated that this is a definite violation of the FAR 9.505-1.
- It appears that the complainant was talking about the (b)(4) contract and (b)(4)

(b)(4)

(b)(6) Case Agent asked (b)(6) to weigh in on the complaint by addressing whether or not there may be an issue. Also, Case Agent asked (b)(4) to let him know if any steps were or are being taken to mitigate any potential unfair advantage, if applicable.

(b)(6)

On January 29, 2016, [REDACTED] responded as follows:

- We have researched all of the current contracts in PBGC awarded to the various divisions of (b)(4) which resulted in the following:

- PD has a task order, (b)(4) with (b)(4), Federal (DUNS (b)(4) written against the (b)(4). The task order is for acquisition support services. This task order is not a contract. (b)(4) (b)(4)

- [REDACTED] (b)(4)
[REDACTED] The Work Order provides [REDACTED] (b)(4)

- (b)(4) (b)(4) (b)(4) (b)(4)
○ ITIOD has a task order, [REDACTED] also with [REDACTED] Federal (DUNS (b)(4) written against the multiple award IDIQ contract, [REDACTED] (b)(4) for the [REDACTED] (b)(4)

(b)(4) [REDACTED] The task order provides services for planning and migration of PBGC's unstructured data, including H Drive, I Drive, Plumtree Portal and Intranet to SharePoint in the cloud. This request is also to plan and migrate PBGC's email to exchange in the cloud.

- (b)(4) ○ ITIOD has a task order (b)(4), with (b)(4) Federal (DUNS (b)(4) written against the (b)(4). The [REDACTED] (b)(4)

- ITIOD has a task order (b)(4), with (b)(4) Federal (DUNS (b)(4) written against the (b)(4). The task order is for the [REDACTED] (b)(4)

- PD can provide copies of these contracts for the OIG's review, if necessary. (b)(6)

On February 5, 2016, Case Agent submitted a Request for Legal Review of Potential Violation of FAR 9.505-1 through [REDACTED] Acting AIGI to the OIG Senior Investigative Counsel. At this point in the investigation, Case Agent had concluded that the two contracts mentioned by (b)(6) were:

- [REDACTED]

(b)(4)

- Procurement Department Contracting Support Services contract (b)(4)
- However, the other (b)(4) contracts with PBGC may be at issue, as well.

On May 3, 2016, Acting SAC asked that the request for legal review header be changed, so the request was routed through the OIG Chief of Staff to the OIG Chief Counsel.

On May 13, 2016, the Chief of Staff returned the request. He asked that the following questions be answered before a decision could be made as to whether a violation of FAR 9.505.1 exists or not:

- Since (b)(4)'s contract with PD is not (b)(4) based support, what kind of support are they providing to PD?
- Did the support they provided under the contract with PD, include touching in anyway the contracts they were awarded for work in ITBMD or ITIOD?

On May 19, 2016, Case Agent emailed (b)(6) the following follow-up questions:

- Are there currently or should there be any OCI mitigation plans regarding the contracts awarded to (b)(4)?
- Has PD been firewalled (b)(4) off from work that could pose potential OCI?
- Has (b)(4) been awarded any additional contracts since you sent the below January 29 email? If so, please provide the solicitation and award files for them.

On June 2, 2016, (b)(6) responded as follows:

- There are currently OCI plans in place regarding the (b)(4) contract in PD.
- (b)(4) is excluded from accessing procurement sensitive pre-award actions when either party identifies it as a potential for the company to bid on.
- No new awards have been made since our last email in January 2016.

(b)(4) Case Agent requested copies of the OCI plans and on June 15, 2016, (b)(6) provided a (b)(6) OCI Mitigation Plan for their work in the PBGC Procurement Department (Attachment 1).

On July 25, 2016, Case Agent requested that OIG Auditor (b)(6) who was on detail to OIG CI, take the following steps to verify that (b)(4) was following through on their own OCI Mitigation Plan: (b)(4)

- Obtain OGC's review of (b)(4) OCI Risk Mitigation Plan for the Solicitation (b)(4) (i.e. PD Support Services Contract), if applicable. If not done, determine if they should have reviewed it.
- Determine if (b)(4) employees working on other PBGC contracts are firewalled off from the PD contract both organizationally (no employee overlap or supervision) and physically (workspace).

- Obtain PD contract employees annual documentation that they understand the OCI plan and its requirements.
- Determine if (b)(4) communicated any potential impaired objectivity OCI to PD.
- Ensure that no (b)(4) employee working in PD has worked on other (b)(4) bid and proposals for other PBGC contracts.
- Obtain periodic reviews (audits) done by (b)(4) to ensure the effectiveness of the OCI plan.

On August 3, 2016, PD replied to the above bulleted items (Attachment 2). Certain items required OIG to obtain documentation directly from (b)(4) (b)(6)

On August 9, 2016, (b)(6), (b)(7)(c) (b)(4) emailed a request for additional information directly to (b)(6) (b)(6) of (b)(4) and (b)(6) responded on August 10, 2016 (Attachment 3).

On August 10, 2016, PD sent a response to the last bulleted item (Attachment 4).

On September 30, 2016, (b)(6) delivered spreadsheets to the Case Agent showing the hours worked by (b)(4) employees. Case Agent reviewed the documents and requested additional information from (b)(6) (Attachment 5).

On October 5, 2016, (b)(6) (b)(6) provided the Case Agent with a legend showing the contracts on which the (b)(4) employees worked (Attachment 6).

(b)(4)

CONCLUSION

(b)(4) had an OCI mitigation plan in place at PBGC. OIG's review of the plan and supporting documentation indicated that (b)(4) applied the plan during their contracting with PBGC, so they were able to adequately mitigate any potential conflicts of interest.

RECOMMENDATION

No further action is deemed warranted.

DISPOSITION

Case is being closed to files.

CONCUR:


 Conrad Quarles
 Assistant Inspector General
 for Investigations

10/25/16
 Date

Attachments:

- 1 - OCI Mitigation Plan – PBGC
- 2 - PDs Aug 3 Responses
- 3 - Aug 9 Request to [REDACTED] and [REDACTED] Aug 10 Response
- 4 - Aug 10 PD Response to Last Bulleted Item
- 5 - MOA - [REDACTED] Employee Time Records (9-30-16)
- 6 - [REDACTED] Legend



Office of Inspector General
Pension Benefit Guaranty Corporation

August 17, 2017

TO: File

FROM: [REDACTED]

Special Agent

SUBJECT: Close-Out Memorandum - OIG Case Number: 17-0004-I

In September 2016, we received information alleging [REDACTED] (b)(6), Information Technology (IT)

(b)(6) [REDACTED] (b)(6) [REDACTED] while serving as a member of a Technical Evaluation Panel (TEP) evaluating an EAD support services contract proposal from

(b)(4) [REDACTED] failed to disclose that [REDACTED] was a former [REDACTED] (b)(4) employee and improperly shared contract information with [REDACTED] (b)(4) (b)(6)

(b)(6) We found no evidence that [REDACTED] (b)(6) [REDACTED] improperly shared contract information; and we conclude that [REDACTED] failure to disclose [REDACTED] prior employment did not violate any conflict of interest laws, rules, regulations or procedures. However, in the course of our investigation, [REDACTED] (b)(6)

(b)(6) [REDACTED] (b)(6) [REDACTED] Given these facts and other facts described below, we find reasonable grounds to believe that [REDACTED] (b)(6) [REDACTED] by failing to disclose to PBGC ethics officials or Procurement Department (PD) officials before evaluating (b)(4) [REDACTED] contract proposal that [REDACTED] (b)(6) formerly worked for (b)(4) [REDACTED] may have created an appearance of a lack of impartiality in violation of the Standards of Ethical Conduct and the PBGC Ethics Handbook.

(b)(6) On December 9, 2016 we reported our findings in a Risk Advisory to Procurement Department (PD) Director Arthur Block. On February 15, 2017, we reported our findings in an investigative report to PBGC CIO Robert Scherer and PBGC General Counsel Judith Starr. (b)(6)

On January 13, 2017, Mr. Block responded to the Risk Advisory. [REDACTED] reported that PD took action to amend the *Conflict of Interest Certification* form to address the issue of past employment with bidders, and included an additional slide to our TEP training presentation that focuses attention on the importance of identifying and avoiding real or perceived conflicts of interest.

(b)(6) On April, 17, 2017, we received an email from the Corporation that [REDACTED] (b)(6) [REDACTED] was counseled by [REDACTED] management team related to the appearance of impartiality in the particular incident.

Close-out Memorandum; OIG Case #17-0004-I

August 17, 2017

Page 2

Due to PD's appropriate response, this case is now closed.

CONCUR:

CONRAD QUARLES

Digitally signed by CONRAD
QUARLES
Date: 2017.08.17 15:57:08 -04'00'

Conrad Quarles
Assistant Inspector General
for Investigations

Date