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Office of Inspector General Inspector General (OIG)
Investigations 2016-2021

Requested date: 11-August-2025

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Source of document: FOIA Officer
Office of Inspector General
U.S. Department of Commerce
Room 7896
1401 Constitution Avenue, NW
Washington, DC 20230
Email: FOIA@oig.doc.gov
FOIA.gov

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August 27, 2025

VIA E-MAIL

RE: FOIA Request No. DOC-OIG-2025-000282

This letter is regarding your Freedom of Information Act (FOIA) request, tracking number DOC-OIG-2025-000282, received by the Department of Commerce, Office of Inspector General (OIG), on August 11, 2025, in which you seek copies of the following:

“A copy of the concluding report (such as ROI, final report, closing memo, etc.) for each of the following seven Dept. of Commerce OIG Closed Investigations: 16-0173, 16-0761, 16-1504, 16-0995, 17-0256, 18-0964, and 19-0714. You may limit the scope of this request to only substantiated investigations.”

A search of records maintained by the OIG has located eighteen (18) pages that are responsive to your request. In processing your request, we considered the foreseeable harm standard when reviewing the records and applying FOIA exemptions. It was determined that the all of pages must be withheld in part under FOIA exemption (b)(6), 5 U.S.C. § 552(b)(6), which protects information in personnel, medical, or similar files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, and FOIA exemption (b)(7)(C), 5 U.S.C. § 552(b)(7)(C), which protects law enforcement information, the disclosure of which could reasonably be expected to constitute an unwarranted invasion of personal privacy.

Copies of the pages are enclosed, with the redactions noted.

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

You have the right to appeal this determination. Any appeal must be received within ninety (90) calendar days of the date of this response letter. An appeal may be sent by e-mail to FOIA@oig.doc.gov. Processing of paper copies of FOIA requests or appeals sent via mail or other carrier will be subject to delays.

An appeal may also be sent by mail to the following office:

Counsel to the Inspector General
U.S. Department of Commerce
Office of Inspector General, Office of Counsel
14th and Constitution Avenue, N.W.
Room 20047
Washington, D.C. 20230

The appeal should include a copy of the original request and this letter. In addition, the appeal should include a statement of the reasons why you believe that the determination was in error. The appeal letter, the envelope, and the e-mail subject line should be clearly marked "Freedom of Information Act Appeal." The e-mail and Office of Counsel mailbox are monitored only on working days during normal business hours (8:30 a.m. to 5:00 p.m., Eastern Time, Monday through Friday). FOIA appeals posted to the e-mail box or the Office of Counsel mailbox after normal business hours will be deemed received on the next normal business day. If the 90th calendar day falls on a Saturday, Sunday, or legal public holiday, an appeal received by 5:00 p.m., Eastern Time, the next business day will be deemed timely. An appeal received after the 90-day limit will not be considered.

If you have any questions or concerns or would like to discuss any aspect of your request, you may contact the analyst who processed your request, Laura Main, by telephone at (202) 794-8066 or by email at foia@oig.doc.gov. You may also contact me, the OIG FOIA Public Liaison, at:

Jennifer Piel
U.S. Department of Commerce
Office of Inspector General, Office of Counsel
14th and Constitution Avenue, N.W.
Room 20047
Washington, D.C. 20230
Telephone at (202) 794-8066; email at foia@oig.doc.gov

In addition, you may 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; facsimile at (202) 741-5769

Sincerely,
**JENNIFER
PIEL**
Jennifer Piel
FOIA Officer

Digitally signed by
JENNIFER PIEL
Date: 2025.08.27
14:43:00 -05'00'

Enclosures



**OFFICE OF INSPECTOR GENERAL
OFFICE OF INVESTIGATIONS**

REPORT OF INVESTIGATION

CASE TITLE:

Raven Services Corporation (Ctr.); [REDACTED]
(NOAA)

FILE NUMBER:

16-1504

TYPE OF REPORT:

☐ Interim ☒ Final ☐ Supplemental

BASIS FOR INVESTIGATION

On August 16, 2016, the U.S. Department of Commerce (DOC), Office of Inspector General (OIG), Office of Investigations (OI), received a complaint from [REDACTED] National Oceanic and Atmospheric Administration (NOAA), Western Regional Center (WRC), 7600 Sand Point Way NE, Seattle, WA 98115, alleging multiple improprieties involving the solicitation and performance of operations and maintenance contract (AB1330-13-NC-0236), herein referred to as the contract, awarded to Raven Services Corporation, 9200 Church Street, Suite 203, Manassas, VA 20110 (Raven). [REDACTED] reported [REDACTED] and [REDACTED] NOAA WRC employees [REDACTED] shared procurement sensitive information with Raven [REDACTED] in order to assist [REDACTED] in being awarded the contract. [REDACTED] also stated Raven had systemic poor performance issues such as not having enough employees to work the required amount of hours for the contract and not holding the proper certifications.

DOC OIG initiated an investigation into these allegations on September 1, 2016. The potential violations included, 31 USC §3729 (Civil False Claims), 41 USC §423 (Procurement Integrity Act), and 18 USC §641 (Theft of Public Property).

Distribution: OIG: X Bureau/Organization/Agency Management: _____ DOJ: _____ Other (specify): _____

Signature of Case Agent:

[REDACTED]

Date:
8/12/2021

Signature of Approving Official:

[REDACTED]

Date:
8/12/2021

Name/Title:

[REDACTED]

Name/Title:

[REDACTED]

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SUMMARY OF INVESTIGATION

DOC OIG/OI was able to substantiate procurement integrity violations committed by [REDACTED] and [REDACTED] during the source selection evaluation board (SSEB), in which [REDACTED] and [REDACTED] encouraged members of the SSEB to change their scores to favor Raven winning the contract. All additional allegations were either unsubstantiated or unfounded. No evidence was discovered during the course of the investigation that would indicate [REDACTED] and/or [REDACTED] received personal benefit or gain as a result of the award of the contract to Raven. No evidence or corroborating information was discovered during the course of this investigation to support Raven was engaged in contract fraud matters or improprieties not already addressed by NOAA.

METHODOLOGY OF INVESTIGATION

To address the allegations, the DOC OIG reviewed written and oral testimony from the complainant, interviewed multiple current and former NOAA employees involved in the solicitation and administration of the contract, reviewed emails of NOAA employees involved in the contract, reviewed contract documents, issued multiple subpoenas to Raven and state employment agencies and subsequently reviewed return materials, and interviewed the Raven CEO to attempt and confirm or refute claims made to DOC OIG.

DETAILS OF INVESTIGATION

Background

From approximately April 16, 2013 through January 14, 2017, Raven, provided operations and maintenance services to the NOAA-WRC to fulfill work as detailed in the contract performance work statement. The contract was a firm fixed price contract with the ability of the Government to exercise five options years to Raven, with a potential period of performance ending November 30, 2018. The following is a brief timeline of events in regards to the lifecycle of the contract awarded to Raven:

January 22, 2013: NOAA Seattle Contracting Office solicits for the contract under investigation via a request for quotes (RFQ) (AB-1330-13-RQ-0142)

February 20, 2013: Raven submits bid and proposal in response to the RFQ.

February 26, 2013: SSEB meets to rate applicants who bid on RFQ.

April 13, 2013: Raven is officially awarded the contract.

January 9, 2014: NOAA exercises Option Year #1 to continue the contract with Raven.

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December 1, 2014: NOAA exercises Option Year #2 to continue the contract with Raven.

November 18, 2015: NOAA exercises Option Year #3 to continue the contract with Raven.

January 12, 2016: Letter of Concern is issued to Raven from NOAA citing multiple poor performance issues.

November 16, 2016: Contract Modification to extend Option Year #3 period of performance for 31 days, from December 1-31, 2016.

December 28, 2016: Contract Modification to extend Option Year #3 period of performance for 14 days, from January 1-14, 2017.

January 14, 2017: Period of performance expires for the contract.

During the course of this investigation, other allegations were brought forward by current and former NOAA employees not included in the initial complaint. The following is a detailed summary of all allegations and subsequent investigative activity relates to each complaint:

Allegation: [REDACTED] and [REDACTED] manipulated members of the SSEB to change their scores to favor Raven winning the contract.

This allegation is substantiated.

OIG interviewed [REDACTED] wherein [REDACTED] mentioned [REDACTED] may have been on the SSEB for the contract awarded to Raven. During this interview, [REDACTED] mentioned [REDACTED] may have had a relationship with [REDACTED] and disclosed procurement sensitive information to [REDACTED] in order to assist Raven in winning the contract.

OIG reviewed electronic communications from [REDACTED] [REDACTED], NOAA-WRC, Government Information System (GIS), which revealed identification of the SSEB final recommendation report of the NOAA Acquisition and Grants Office and the Technical Evaluation Team (TET) scores pertaining to rating the bidders who submitted proposals for the RFQ. A review of the reports indicated Raven received a consensus rating of "Excellent" in all categories compared to the other bidder, and was rated much higher by all four evaluators' individual scores who served on the SSEB/TET.

OIG interviewed [REDACTED] [REDACTED], NOAA-WRC, who indicated [REDACTED] served on the SSEB to rate the bidders on the RFQ, which resulted in Raven being awarded the contract. [REDACTED] indicated [REDACTED] felt pressure to change [REDACTED] scores to be more "in-line" with other SSEB members by [REDACTED] however, indicated [REDACTED] did not recall [REDACTED] or any other SSEB member asking or directing [REDACTED] to change [REDACTED] individual scores when rating Raven's proposal.

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OIG interviewed [REDACTED] NOAA-WRC, who indicated [REDACTED] and [REDACTED] were on the SSEB to analyze proposals for the aforementioned RFQ. [REDACTED] stated [REDACTED] and [REDACTED] originally scored Raven much lower than [REDACTED] and [REDACTED] did in regards to their review of competitors' proposals for the contract. [REDACTED] further stated [REDACTED] recalled getting explicit instruction from [REDACTED] to change [REDACTED] scores during the SSEB consensus meeting. [REDACTED] stated [REDACTED] recalled [REDACTED] stating, in effect, it would be in best interest of the U.S. Government to contract with Raven. [REDACTED] further stated [REDACTED] was unsure if [REDACTED] stated the aforementioned at the direction of [REDACTED]

OIG interviewed [REDACTED] NOAA-WRC, who stated [REDACTED] had an in-person conversation with [REDACTED] wherein [REDACTED] admitted [REDACTED] directed [REDACTED] and [REDACTED] to increase their scores for Raven while serving on the SSEB in order for them to win the contract. [REDACTED] further stated follow-up conversations with both [REDACTED] and [REDACTED] confirmed this aforementioned information and they admitted to changing their scores so Raven would be rated more favorably than the other bidders and be awarded the contract.

Allegation: [REDACTED] and [REDACTED] leaked procurement sensitive information to [REDACTED] in order to assist Raven in winning the contract. In return, [REDACTED] hired family members and friends of [REDACTED] at Raven to work on the contract.

This allegation is unsubstantiated.

OIG interviewed [REDACTED] who stated [REDACTED] heard [REDACTED] may have shared procurement sensitive information with [REDACTED] Raven CEO, in order to assist [REDACTED] in being awarded the contract.

OIG coordination with [REDACTED] who provided a document summarizing meeting minutes from August 16, 2016 related to a discussion between NOAA and Raven in regards to the contract. A review of the content of the minutes documented [REDACTED] brought forward information willingly to NOAA-WRC staff during this meeting indicating, "Raven was asked to lower their price proposal in order to be competitive and have a better chance of winning the contract per conversation with NOAA management." [REDACTED] indicated the meeting minutes were drafted by [REDACTED] NOAA-WRC.

OIG interviewed [REDACTED] who confirmed [REDACTED] drafted the August 16, 2016 meeting minutes. [REDACTED] stated [REDACTED] did not recall if [REDACTED] explicitly stated Raven was asked to lower their bid price by a NOAA employee. [REDACTED] stated [REDACTED] did recall hearing the aforementioned from either [REDACTED] or [REDACTED] and could not explain the documentation discrepancy.

OIG interviewed [REDACTED] and [REDACTED] who were not aware of this allegation.

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OIG interviewed [REDACTED] who denied [REDACTED] or anyone else at Raven, to [REDACTED] knowledge, received procurement sensitive information from anyone at NOAA to assist Raven in submitting a winning bid for the contract.

OIG interviewed [REDACTED] NOAA-WRC, who indicated [REDACTED] was involved with the contract during the solicitation and award process, however, moved into upper management positions shortly after award of the contract. [REDACTED] indicated [REDACTED] did not recall any malfeasance or improprieties in regards to the solicitation or award of this contract involving NOAA employees or Raven.

OIG interviewed [REDACTED] ([REDACTED]), [REDACTED] CACI, Inc., NOAA-WRC, who stated [REDACTED] did not recall any improprieties in regards to the award of the contract, or any sort of collusion between Raven and NOAA employees resulting in the disclosure of procurement sensitive information to Raven.

OIG reviewed Raven's Employee Wage Reports from the Washington Employment Security Department, which revealed the [REDACTED] of current NOAA-WRC employee, [REDACTED] worked at Raven during the contract period of performance. Further review of the subpoena return materials revealed [REDACTED] of [REDACTED] worked at Raven.

OIG interviewed [REDACTED] who confirmed [REDACTED] ([REDACTED]) worked for Raven from early [REDACTED] through early [REDACTED]. [REDACTED] indicated [REDACTED] approached [REDACTED] directly about the job opening [REDACTED] applied to. [REDACTED] indicated [REDACTED] did not approach [REDACTED] or another other NOAA employee about getting [REDACTED] a job at Raven. [REDACTED] further stated to [REDACTED] knowledge, [REDACTED] did not have an inappropriate relationship with Raven personnel or receive/solicit anything of value for [REDACTED] being hired with Raven.

OIG interviewed [REDACTED] who indicated [REDACTED] was hired by Raven in early [REDACTED] as an [REDACTED]. [REDACTED] stated [REDACTED] worked for Raven until [REDACTED] left in early [REDACTED] due to getting another job. In regards to [REDACTED] employment with Raven, [REDACTED] indicated [REDACTED] was told by [REDACTED] about the Raven position opening. [REDACTED] indicated [REDACTED] or [REDACTED] did not approach [REDACTED] or another other NOAA employee about getting a job at Raven. [REDACTED] further stated to [REDACTED] knowledge, [REDACTED] did not have an inappropriate relationship with Raven personnel or receive/solicit anything of value from Raven for [REDACTED] employment.

Allegation: Raven lacked the appropriate number of qualified employees to successfully discharge the duties present in the contract performance work statement.

This allegation is unsubstantiated.

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OIG interviewed [REDACTED] who indicated Raven may have had unqualified staff working on the contract, as well as not had the adequate amount of personnel to adequately address work orders and preventative maintenance orders.

OIG interviewed [REDACTED] who stated Raven took an extended period of time to backfill positions with permanent and qualified personnel. [REDACTED] indicated Raven was also utilizing a local Seattle temp agency to hire temporary employees, and believed many did not have the correct licenses or certifications to work in the positions they were hired for on the contract.

OIG reviewed Raven employee files in conjunction with Raven's Employee Wage Reports from the WAESD, which revealed Raven appeared to have adequate staff employed through the lifecycle of the contract, to include having adequate technical professional personnel (electricians, general maintenance contractors, technicians, etc.) and a consistent number of employees.

OIG reviewed the performance work statement for the contract, which revealed it did not specifically require an exact number of total employees or specifically licensed/certified tradesman to be employed as part of the contract. Rather the performance work statement cited requiring an adequate amount of staff to accomplish all work outlaid in the contract to industry standards.

Allegation: Raven employees were not properly certified and voided the warranty on Daikin Heating, Ventilation, and Air Conditioning (HVAC) Units at NOAA-WRC Campus, resulting in a loss to the U.S. Government.

This allegation is substantiated.

OIG interviewed [REDACTED] who indicated Raven employees did not hold proper certifications to perform work on HVAC Units at the NOAA-WRC.

OIG interviewed [REDACTED] who stated Raven voided the warranty on a Daikin HVAC rooftop units through performing maintenance on it while it was under warranty by the manufacturer. [REDACTED] stated the HVAC unit continued to have issues and NOAA had to pay for the Daikin manufacturer's representative to come out and perform maintenance on the unit even after Raven voided the warranty and failed to make the proper repairs. [REDACTED] further clarified Raven personnel were not properly trained and certified to work on Daikin HVAC units. [REDACTED] indicated [REDACTED] did contact [REDACTED] and identify the need for [REDACTED] employees to receive Daikin certifications.

OIG reviewed email communications and documents provided by [REDACTED] which revealed notes from a January 19, 2016 meeting between Raven and NOAA personnel. The meeting notes documented several issues related to performance and unlicensed staff with Raven. Specifically, the meeting notes summarized Raven personnel voided the warranty on three Daikin HVAC units located at Building 8, NOAA-WRC. The meeting notes also documented Raven personnel

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reporting they were unqualified to work on the units. The meeting notes concluded with an indication Raven would incur the cost of the voided HVAC warranties and other financial loss to NOAA as the result of inadequately addressed maintenance orders through a reduction to their January 2016 payment.

OIG reviewed Raven invoices pertaining to the contract, which confirmed Raven did repay the U.S. Government via two payment deductions to their January 2016 invoice totaling \$63,254.00.

Coordination with the United States Department of Justice

OIG coordinated with the United States Department of Justice, Civil Division, Fraud Section, and the United States Attorney's Office for the Western District of Washington, who declined to open a file on this matter based on evidence presented and the statute of limitations expiring on improprieties occurring during the contract solicitation.

Disposition of DOC OIG Investigation

No additional investigative activity or referrals are anticipated. OIG determined NOAA did not exercise option years after they identified poor performance with Raven and recouped financial damages as described above. Raven is no longer a contractor at the NOAA-WRC and has not been awarded a contract by Department of Commerce since 2013. Both [REDACTED] and [REDACTED] [REDACTED]. This is a final report.

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**OFFICE OF INSPECTOR GENERAL
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REPORT OF INVESTIGATION**

CASE TITLE:

North American Security (Census)

FILE NUMBER:

17-0256-I

TYPE OF REPORT:
☐ Interim ☒ Final ☐

Supplemental

BASIS FOR INVESTIGATION

In December 2016, [REDACTED] (Complainant), [REDACTED] North American Security (NAS) filed a whistleblower complaint with the U.S. Department of Commerce (Department), Office of Inspector General (OIG). The Complainant believed [REDACTED] at NAS. NAS is a contractor which provides armed security guards for the National Oceanic and Atmospheric Administration (NOAA), Silver Spring, MD, and the U.S. Census Bureau (Census), Bowie, MD. Interviews for the whistleblower complaint revealed that [REDACTED] (Subject 1), [REDACTED] NAS, extorted money from a NAS armed security guards in exchange for passing firearms qualification scores in September 2016. Further investigation revealed between September 2016 and March 2017, seven more NAS armed security guards were forced to pay money in exchange for passing firearms qualification scores or risk not being placed on the work schedule and not being paid. Three additional NAS employees were also identified as colluding with Subject 1 to extort money from NAS armed security guards in exchange for passing firearms qualification scores: [REDACTED] (Subject 2), [REDACTED] (Subject 3), [REDACTED] and [REDACTED] (Subject 4), [REDACTED]. This case was worked with the General Services Administration OIG, the Defense Intelligence Agency OIG, the Health and Human Services OIG, and the Maryland State Police. The whistleblower allegations were investigated under a separate investigation and reported under case number 17-0021-W.

Distribution: OIG: X Bureau/Organization/Agency Management: X DOJ: ____ Other (specify):

Signature of Case Agent:

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Name/Title:

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SUMMARY OF INVESTIGATIVE FINDINGS

The OIG found evidence to substantiate allegations that between September 2016 and March 2017, Subjects 1-4 extorted money from eight NAS armed security guards in exchange for passing firearms qualification scores and new hire training. On October 10, 2017, this investigation was accepted for prosecution by the Office of the State's Attorney, Prince George's County, MD. On October 31, 2017, Subject's 1-4 were indicted and arrest warrants were issued. On November 7, 2017, Subject's 1-4 were arrested.

DETAILS OF INVESTIGATION & FINDINGS

The OIG's findings regarding the allegations raised in this case are set forth below along with supporting evidence.

A. There Is Sufficient Evidence to Substantiate the Allegation that Subjects 1-4 Extorted Money from NAS Armed Security Guards in Exchange for Passing Firearm Qualification Scores and Training

The OIG interviewed approximately seventy NAS armed security guards. Seven guards related between September 2016 and March 2017, they were each forced to pay \$100.00 - \$500.00 to Subjects 1-3 in exchange for passing firearms qualification scores and training. The total amount paid was approximately \$2320.00. The seven guards believed Subject 4 colluded with Subjects 1-3 and received a portion of the money because on at least two occasions Subject 4 was observed receiving money from Subjects 1 and 2.

The guards explained after they finished shooting, Subjects 1 and 2 did not let them see their target, but told them they did not pass the qualification and that they had to pay \$100.00-\$250.00 or they would not give them a passing score. Subjects 1 and 2 said if they did not receive a passing score, they would not be placed on the work schedule and would not be paid. The guards related on other occasions Subject's 1-3 ordered them to pay \$100.00-\$250.00 in advance of the firearms qualifications to ensure a passing score.

An eighth guard related ■ was forced to pay Subject 1 \$500.00 for onboard training when ■ was a new hire. This guard paid Subject 1 with a blank money order. Interviews of NAS personnel and contract personnel revealed new armed security guards should not have paid for onboard training.

One of the seven guards provided a photograph taken of a second guard handing \$100.00 check to Subject 3 in exchange for a passing firearms qualification score. The guard who made the payment was interviewed and affirmed the photograph depicted ■ payment in exchange for a passing firearms qualification score. The first guard also provided a copy of a cleared check, in the amount of \$100.00, which ■ paid to the Subject 3 in exchange for a passing firearms qualification score. A third guard stated ■ deposited \$100.00 into Subject 1's bank account at an ATM, in exchange for a passing firearms qualification score.

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A fourth guard provided in September 2016, [REDACTED] was told by Subject 1 that [REDACTED] did not pass [REDACTED] firearms qualification and was ordered to pay \$250 to have [REDACTED] failing score changed to a passing score. This guard offered text messages with Subject 1 wherein [REDACTED] argued over the payment and Subject 1 conceded and gave [REDACTED] a passing score without making a payment.

Subject 3 was interviewed and affirmed the photograph abovementioned depicted [REDACTED] receipt of \$100.00 check in exchange for a passing firearms qualification score. Subject 3 also confirmed the cleared check, in the amount of \$100.00 abovementioned was payment for a passing firearms qualification score. Subject 3 stated [REDACTED] also made personal payments to Subjects 1 and 2 in exchange for [REDACTED] own passing firearms qualification scores since September 2016. Subject 3 felt compelled to pay Subjects 1 and 2 to ensure [REDACTED] received a passing score or feared not being put on the schedule and not being paid. Subject 3 said Subjects 1 and 2 became nervous to solicit payment directly from guards in exchange for passing firearms qualification scores and directed Subject 3 to coordinate the payments. Subject 3 said in March 2017 [REDACTED] began collecting money from several guards in exchange for passing firearms scores and turned the money over to Subjects 1 and 2. Subject 3 said [REDACTED] took the money for Subjects 1 and 2 because [REDACTED] feared they would not put [REDACTED] on the work schedule and [REDACTED] would not get paid if [REDACTED] did not agree. Subject 3 insisted [REDACTED] did not keep any of the money. Subject 3 added that in addition to the personal payments [REDACTED] made to Subjects 1 and 2, [REDACTED] gave them over \$400.00 of [REDACTED] own money to for slippers, a baby stroller, and lunch. Subject 3 related in September 2016, [REDACTED] passed [REDACTED] firearms qualification, but [REDACTED] was still directed by Subjects 1 and 2 to pay them \$40.00 each, to ensure [REDACTED] retained a passing score.

A monitored phone call was conducted between Subject 1 and a confidential informant (CI). Subject 1 confirmed receipt of the CI's \$100.00 payment, acknowledging the money was paid to Subject 3 and turned over to [REDACTED] Subject 1 noted it was payment for the shooting range.

Interviews and database checks revealed Subjects 1 and 2 were certified firearms instructors in the State of Maryland and the District of Columbia. Checks also revealed Subjects 1 and 4 qualified armed security guards for the DIA. Coordination with DIA OIG showed no evidence Subjects 1-4 extorted money from DIA contracted security guards for firearms qualification scores or training.

On October 10, 2017, this investigation was accepted for prosecution by the Office of the State's Attorney, Prince George's County, MD. On October 31, 2017, Subjects 1-4 were indicted and arrest warrants were issued. On November 7, 2017, all four subjects were arrested on eleven counts, including extortion and conspiracy.

Following the arrests, interviews of subjects and witnesses, search warrants on subjects' phones, and email reviews revealed Subject's 2 and 4 provided cardio pulmonary resuscitation (CPR) training through the American Red Cross (ARC) to armed security guards with Paragon Systems contracted by HHS to a facility in Gaithersburg, MD. Further investigation revealed Subject 2 did not provide CPR training to several guards, but collected money for the training and provided them with a CPR certification card. The investigation also showed Subject 2 took money from one guard for baton and

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OC spray training, but did not provide the training and gave them certifications. The prosecutor chose not to charge Subject 2 with additional counts of extortion or falsifying official documents; however, on August 18, 2018, the ARC permanently revoked Subject 2's instructor certification.

On March 23, 2018 and May 11, 2018, Subjects 2 and 1 respectively, entered into plea agreements in open Circuit Court, Prince George's County, MD, to Maryland Criminal Law Article, Section 3-705 (Extortion—Threat Verbally). Subject 2 was sentenced to sixteen hours of community service; eighteen months suspended incarceration; and eighteen months' probation, the first twelve of which are supervised. Subject 1 was sentenced to five years in prison with all but 1 day suspended (1 day credit given); unsupervised/un-papered probation for three years; and restitution in the amount of \$1,690.00. Charges were dropped against Subject 3 due to lack of evidence. Charges were dropped against Subject 4 because of [REDACTED] cooperation with this investigation.

On July 23, 2020 the Department Suspension and Debarment Office (SDO) debarred Subject 1 from government procurement and non-procurement programs and from directly or indirectly receiving the benefits of federal assistance programs for the period July 15, 2020 to July 23, 2023. On July 31, 2020 SDO declined debarment of Subject 2 due to rehabilitative steps [REDACTED] took, but with the understanding that if Subject 2 is employed by the federal government within the next three years [REDACTED] will take government ethics training. If [REDACTED] violates the agreement, [REDACTED] would be subject to suspension and debarment. On December 18, 2020, SDO declined suspension and debarment of Subject 3 because of [REDACTED] cooperation with this investigation. Suspension and debarment was not considered for Subject 4 due to lack of evidence with [REDACTED] role in the extortion scheme.

B. There Is Sufficient Evidence to Substantiate the Allegation that NAS Violated their Contract with NOAA and Census

A review of the NAS contracts with NOAA and Census for armed security guards showed the NOAA contract was for \$25 million and spanned five years (2015 - 2020) and the Census contract was for \$4 million and spanned five years (2014 - 2019). The contracts stated that it "shall provide Maryland State Certified security guards and supervisors to fully staff all posts for all locations" covered by the contract, and specified that "all guard personnel must be certified by the State of Maryland to carry a hand gun... at all times." Further that the contract "shall comply with the Maryland State training requirement for all guards," that all guards "must be certified to carry and fire a weapon in the State of Maryland," and that all guards "shall qualify with [their] chosen firearm semi-annually, and receive annual refresher training on firearms ... [given] by a certified trainer or training organization."

A review of NAS documents and coordination with the Maryland State Police revealed none of the Subjects were certified firearms instructors in the State of Maryland. As a result, the security guards on the NOAA and Census contracts were neither legally qualified with their firearm nor were they certified to act in the capacity of an armed security guard as both contracts operated in the State of Maryland. Consequently, NAS immediately qualified approximately one hundred armed security guards

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using an outside contractor to satisfy the contract requirements. NAS also terminated Subjects 1-4 from the contracts.

On June 18, 2020, NAS responded to a Show Cause Letter from the SDO detailing their mitigation plan and satisfied the SDO's concerns.

On March 28, 2017, [REDACTED] Assistant United States Attorney, Greenbelt, MD, declined prosecution of this investigation related to contract violations due to a low dollar loss. On October 4, 2017, [REDACTED] Assistant Attorney General, declined prosecution of this investigation related to contract violations due to a low dollar loss.

NOAA and Census were briefed on this investigation as it unfolded and were privy to arrests of the subjects and corrective actions taken by NAS. This investigation is being closed.

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CMS Document #	Description
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7	IRF - Review of NAS Contract (Dec. 23, 2016)
9	IRF - Receipt of Info from [REDACTED] Regarding Guard Posts (Feb. 15, 2017)
10	IRF - Interview with [REDACTED] (Feb. 27, 2017)
11	IRF - Interview with [REDACTED] (Mar. 13, 2017)
12	IRF - Interview with [REDACTED] (Mar. 17, 2017)
13	IR - Interview with [REDACTED] (Mar. 22, 2017)
14	IRF - Interview [REDACTED] (Mar. 23, 2017)
15	IRF - Interview with [REDACTED] (Mar. 23, 2017)
16	IRF - Interview with [REDACTED] (Mar. 24, 2017)
17	IRF - Interview with [REDACTED] (Mar. 23, 2017)
18	IRF - Interview with [REDACTED] (Mar. 27, 2017)
19	IR - Interview with [REDACTED] (Mar. 27, 2017)
20	IRF - Interview with [REDACTED] (Mar. 27, 2017)
21	IRF - Information Received from MDSP (Mar. 30, 2017)
22	Preservation Letter ATT Wireless (Apr. 2, 2017)
23	Preservation Letter T-Mobile (Apr. 2, 2017)
24	Preservation Letter Sprint (Apr. 2, 2017)
25	Preservation Letter Verizon Wireless (Apr. 2, 2017)
26	IR - Interview of [REDACTED] (Mar. 30, 2017)
28	IRF - Receipt of Information from MDSP Licensing (Apr. 5, 2017)
29	IRF - Receipt of Information from [REDACTED] (Mar. 30, 2017)
30	IRF - Interviews with [REDACTED] and [REDACTED] (Apr. 5, 2017)
31	IRF - Information Received Regarding [REDACTED] NRA Cert (Apr. 7, 2017)
32	IRF - Interview with [REDACTED] (Apr. 7, 2017)
33	IRF - NOAA and Census Contract Review (Mar. 29, 2017)
34	IRF - Interview with [REDACTED] (Apr. 6, 2017)
35	IRF - Consensually Monitored Phone Calls with CI-2017-001 (Apr. 6, 2017)
36	IRF - Report of FINCEN and Open Source Searches (Mar. 29, 2017)

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