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Description of document: General Services Administration (GSA) Office of the Inspector General (OIG) closing memo, Report of Investigation and the final report for nine specified closed investigations, 2009-2012

Requested date: 24-May-2012

Released date: 27-June-2012

Posted date: 09-July-2012

Date range of documents: 09-Nov-2009 – 19-June-2012

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

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U.S. GENERAL SERVICES ADMINISTRATION  
Office of the Inspector General

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June 27, 2012

Re: Freedom of Information Act Request (OIG Tracking No.: 12-77)

This is in response to your Freedom of Information Act (FOIA) request dated May 24, 2012, in which you requested a copy of the closing memo, the Report of Investigation and the final report for nine specified closed investigations. Your request was received in this office on June 1, 2012.

We searched Office of Inspector General's records and found documents responsive to your request which we are releasing to you with certain information redacted under exemptions 5, 6, 7(C), 7(D), and 7(E) of the FOIA. Exemptions 6 and 7(C) relate to personal information regarding persons other than yourself. Release of information covered by Exemption (6) of the FOIA, 5 U.S.C. §522(b)(6), would constitute a clearly unwarranted invasion of the personal privacy of the persons mentioned in the records. Release of information covered by Exemption 7(C) of the FOIA, 5 U.S.C. §522(b)(7)(C), could reasonably be expected to constitute an unwarranted invasion of the personal privacy of the persons mentioned in the records. In addition, Exemption 5 of the FOIA, 5 U.S.C. § 552(b)(5), protects confidential communication between an attorney and his client relating to a legal matter for which the client has sought legal advice. Certain information is also being withheld pursuant to Exemption 7(D) of the FOIA, 5 U.S.C. § 552(b)(7)(D). Release of this information could disclose the identity of confidential sources, e.g., private institutions that furnished information on a confidential basis. Finally, redactions marked Exemption 7(E) of the FOIA, 5 U.S.C. §522(b)(7)(E), protect information that would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law.

File number Z0970735 contained no documents responsive to your request. In addition, certain responsive documents related to case number I060216, which originated with the Federal Election Commission (FEC), Office of Inspector General, were referred to the FEC FOIA Requester Service Center for review and release determination. The FEC



will respond to you directly regarding that portion of the file. If you have questions about the status of your request, you can contact:

FOIA Requester Service Center  
Federal Election Commission  
Attn: Candace Salley  
999 E Street, NW, Room 408  
Washington, DC 20463  
[FOIA@fec.gov](mailto:FOIA@fec.gov)  
Fax: (202) 219-1043

You have the right to appeal the adequacy of our search or for disclosure of any undisclosed information by writing to the Freedom of Information Act Officer, Office of the Inspector General, General Services Administration, 1800 F Street, NW, Room 5326, Washington, D.C. 20405, within 120 days of your receipt of this letter. The appeal must be in writing and contain a statement of reasons for the appeal. Please enclose copies of your initial request and this response. The envelope and letter should be clearly marked as a "Freedom of Information Act Appeal."

Sincerely,



Richard P. Levi  
Counsel to the Inspector General  
(FOIA Officer)

Enclosure



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**U.S. GENERAL SERVICES ADMINISTRATION**  
Office of Inspector General

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**SOUTHEAST REGIONAL INVESTIGATIONS OFFICE**

November 9, 2009

MEMORANDUM FOR: GREGORY G. ROWE  
ASSISTANT INSPECTOR GENERAL  
FOR INVESTIGATIONS (JI)

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

SUBJECT: Closing Memorandum:  
(b) (7)(C), (b) (6) Et Al

Our File No.: I040195

This memorandum serves as the administrative closing of this investigative file number due to the related OIG file number I070088 for the same subjects. File number I040195 was initiated to capture the criminal investigation and file number I070088 was initiated to track the civil investigation against the same subjects in anticipation of multiple subjects in various jurisdictions under each investigation. The civil investigation has progressed significantly during the course of the investigation and continues as an ongoing matter at the time of this report; however, the criminal investigation has not progressed under the direction of the Assistant United States Attorney's Office with no immediate action anticipated from the Southern District of Mississippi.

Based on the lack of criminal actions under criminal file number I040195, and the related file for the same subjects, this investigation will be closed. Any further actions related to the subjects will be captured under the related OIG file number I070088.

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Office of Investigations (JI-4)  
401 West Peachtree Street, Suite 1701, Atlanta, GA 30308 (404) 331-5126





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**U.S. GENERAL SERVICES ADMINISTRATION**  
**Office of Inspector General**

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December 18, 2009

MEMORANDUM FOR: LYNN MCFARLAND  
INSPECTOR GENERAL  
FEDERAL ELECTION COMMISSION

FROM: GREGORY ROWE  
DEPUTY ASSISTANT INSPECTOR GENERAL  
FOR INVESTIGATIONS (JI-W) (b) (6), (b) (7)(C)

THRU: (b) (6), (b) (7)(C)  
SPECIAL AGENT IN CHARGE  
MID-ATLANTIC REGIONAL OFFICE OF INVESTIGATIONS (JI-W)

SUBJECT: (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
Case Number: I060 ~~216~~ 216 (b) (6), (b) (7)(C)

In 2006 the Federal Election Commission (FEC), Inspector General (IG) contacted our office regarding a potential conflict of interest case, which involved, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) FEC and a GSA contractor employee (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Advanced Technology Systems, Inc (ATS). Based on the information provided by FEC/OIG, we initiated a joint investigation into the matter. During the investigation we assisted FEC/OIG with witness and subject interviews, issued an IG subpoena for financial records, conducted surveillance and presented the case for criminal prosecution.

The investigation revealed that the Advanced Technology contracts that were at the center of the allegations were issued in 2002 prior to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) being hired at FEC. Further the sole source task orders that were issued to ATS after (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) began working at FEC were issued at the direction of (b) (6), (b) (7)(C), FEC, Contracting Officer Technical Representative (COTR), without any direction or guidance from (b) (6), (b) (7)(C) to award the task orders to ATS. As a result of those facts (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) Assistant United States Attorney, Fraud and Public Corruptions Division, Washington DC declined criminal prosecution of the matter.

We are now referring this matter back to FEC/OIG to determine if administrative actions should be taken against (b) (6), (b) (7)(C) due to a personal relationship with (b) (6), (b) (7)(C) that began in 2004 while (b) (6), (b) (7)(C) was working on site at the FEC. (b) (6), (b) (7)(C) also failed to formally recuse (b) (6), (b) (7)(C) from any contracting decisions relating to the ATS contracts on which (b) (6), (b) (7)(C) employment at the FEC was based.



DISPOSITION REPORT

DATE:

FROM:

SUBJECT: Report of Investigation, Copy No. \_\_\_\_\_, File No. \_\_\_\_\_

TO:

Returned is your Report of Investigation which has been reviewed, evaluated, and final disposition made as indicated in the checklist below. The nature of the administrative action is explained under DETAILS.

1. ☐ Personnel Action
2. ☐ Suspension/Debarment Action
3. ☐ Claims Awarded, Settled, or Denied — \$ \_\_\_\_\_
4. ☐ Restitution by Contractor — \$ \_\_\_\_\_
5. ☐ Savings to the Government — \$ \_\_\_\_\_
6. ☐ Agency Regulations Revised
7. ☐ No Action Warranted
8. ☐ Other

DETAILS: (Summarize details of action, including names of persons and firms involved. If "no action warranted," give reasons. Enclose documentation supporting the disposition.)

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Signature and Title of Authorized Official

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Date

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COMMENT: (For Use of Office of Inspector General, GSA)

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### SYNOPSIS

In 2006 the Federal Election Commission (FEC), Inspector General (IG), contacted our office reporting that (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), FEC, was involved in a relationship with (b) (6), (b) (7)(C), a former employee of a GSA Contractor, Advanced Technology Systems, Inc (ATS). (b) (6), (b) (7)(C) worked on site at the FEC until June (b) (6), (b) (7)(C), when (b) (6), (b) (7)(C) stopped working for ATS and reportedly moved to (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) oversaw the ATS contract and was purportedly instrumental in obtaining sole source awards for the company. It was also reported that (b) (6), (b) (7)(C) helped (b) (6), (b) (7)(C) obtain a 27% pay increase (b) (6), (b) (7)(C) first year with ATS and received salary increases every year as a result of (b) (6), (b) (7)(C) input on (b) (6), (b) (7)(C) job performance.

Based on the information provided by FEC/OIG, we initiated a joint investigation into the matter. During the investigation we assisted FEC/OIG with witness and subject interviews, issued an IG subpoena for financial records, conducted surveillance and presented the case for criminal prosecution.

The investigation revealed that the ATS contracts that were at the center of the allegations were issued in 2002 prior to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) being hired at FEC. Further the sole source task orders that were issued to ATS after (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) began working at FEC were issued at the direction of (b) (6), (b) (7)(C), FEC, Contracting Officer Technical Representative (COTR), without any direction or guidance from (b) (6), (b) (7)(C) to award the task orders to ATS.

According to ATS officials (b) (6), (b) (7)(C) promotion to team lead was partly based on performance and client recognition most of the feedback came from (b) (6), (b) (7)(C). The salary increase was based solely on performance. (b) (6), (b) (7)(C) was given a 22.7% out-of-cycle salary increase to recognize (b) (6), (b) (7)(C) responsibilities as a (b) (6), (b) (7)(C) and to bring (b) (6), (b) (7)(C) in line with (b) (6), (b) (7)(C) peers. (b) (6), (b) (7)(C) was a (b) (6), (b) (7)(C) for eight or nine months before (b) (6), (b) (7)(C) received the salary increase to reflect (b) (6), (b) (7)(C) new position.

The investigation also revealed that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) had a personal relationship that began in 2004 with them sharing rides to and from work. In 2005 (b) (6), (b) (7)(C) moved out of (b) (6), (b) (7)(C) residence with (b) (6), (b) (7)(C) then current (b) (6), (b) (7)(C) and began living between residences at (b) (6), (b) (7)(C) apartment and (b) (6), (b) (7)(C) apartment. (b) (6), (b) (7)(C) also helped (b) (6), (b) (7)(C) pay rent on a storage unit at the apartments where (b) (6), (b) (7)(C) lived so that (b) (6), (b) (7)(C) could store (b) (6), (b) (7)(C) personal belongings there. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) took trips with each other while (b) (6), (b) (7)(C) worked at the FEC. (b) (6), (b) (7)(C) stopped working at the FEC on June (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) were married (b) (6), (b) (7)(C).

As a result of those facts (b) (6), (b) (7)(C), Assistant United States Attorney, Fraud and Public Corruptions Division, Washington DC declined criminal prosecution of the matter.

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### BASIS FOR INVESTIGATION

This case was initiated based on a request for assistance received from Lynne McFarland, Inspector General, Federal Election Commission (FEC), and (b) (6), (b) (7)(C), Deputy Inspector General (DIG), FEC, reporting (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) FEC, was involved in a relationship with (b) (6), (b) (7)(C), a former employee of a GSA Contractor, Advanced Technology Systems, Inc (ATS). (b) (6), (b) (7) worked on site at the FEC until June 9, 2006, when (b) (6), (b) (7) stopped working for ATS and reportedly moved to (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) and (b) (6), (b) (7) began working at the FEC in 2004. Their personal relationship also began around the same time.

(b) (6), (b) (7)(C) reportedly oversaw the ATS contract and was instrumental in obtaining sole source awards for the company. It was also reported that (b) (6), (b) (7)(C) helped (b) (6), (b) (7) obtain a 27% pay increase (b) (6), (b) (7) first year with ATS and received salary increases every year as a result of (b) (6), (b) (7)(C) input on (b) (6), (b) (7) job performance. ATS's GSA contract number GS-35F-4704G was valued at approximately \$470,000,000.00, the majority of which was accumulated between 2004 and 2006.

On February 2, 2006, FEC officials interviewed (b) (6), (b) (7)(C) regarding (b) (6), (b) (7) oversight of the ATS contract while dating an employee of the company. (b) (6), (b) (7)(C) openly admitted to (b) (6), (b) (7) relationship with (b) (6), (b) (7) and reportedly said (b) (6), (b) (7) removed (b) (6), (b) (7)(C) from the decision making process regarding the contract [exhibit 1].

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### DETAILS OF THE INVESTIGATION

The investigation revealed that the Advanced Technology Systems, Inc.'s (ATS), contracts that were at the center of the allegations were issued in 2002 prior to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Federal Election Commission (FEC), and (b) (6), (b) (7)(C), former employee of GSA contractor, ATS, being hired at the FEC. Further the sole source task orders that were issued to ATS after (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) began working at FEC were issued at the direction of (b) (6), (b) (7)(C), FEC, Contracting Officer Technical Representative (COTR), without any direction or guidance from (b) (6), (b) (7)(C) to award the task orders to ATS.

On August 9, 2006, the Reporting Agent (RA) (b) (6), (b) (7)(C), of the General Services Administration, Mid-Atlantic Regional Office of Investigations conducted Autotrack reports on (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) PAN to determine where the two resided. (b) (6), (b) (7)(C) was listed as a possible address for each person.

On several occasions during the month of October 2006, RA (b) (7)(E) at (b) (6), (b) (7)(C). The RA observed vehicles parked in the driveway of the residence. The first vehicle, license plate number the (b) (6), (b) (7)(C) on a silver Honda Civic was registered to (b) (6), (b) (7)(C) on 3/22/2006 at (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). The second vehicle, license plate number (b) (6), (b) (7)(C) on a silver Acura was registered to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) on 6/30/2006 at (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) [exhibit 2].

During an initial interview of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) had been remarried. Therefore, RA obtained a copy of (b) (6), (b) (7)(C) marriage certificate from Clark County Nevada recorder's office. The certificate showed that (b) (6), (b) (7)(C) married (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C). The bride/groom's address was listed as (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) [exhibit 3].

In an effort to determine if (b) (6), (b) (7)(C) played a role in awarding sole source contracts to ATS, (b) (6), (b) (7)(C), Counsel to the Inspector General, FEC, and RA interviewed (b) (6), (b) (7)(C), COTR, FEC, regarding (b) (6), (b) (7)(C) knowledge of ATS' contracts with the FEC. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) played a very small role and gave little day to day direction on the ATS contract. (b) (6), (b) (7)(C) set the course of where the contract should go strategically relating to the mission of the contract which was the Campaign Finance Disclosure Database. (b) (6), (b) (7)(C) stated when more work was needed to fix glitches on the database contract with ATS the decision was made by a number of FEC personnel such as (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) was kept informed of the decisions to add more work for ATS. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) never felt pressured by (b) (6), (b) (7)(C) to award contracts to ATS and did not feel that (b) (6), (b) (7)(C) pressured (b) (6), (b) (7)(C) to award ATS sole source contracts that were unnecessary. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) never pressured (b) (6), (b) (7)(C) to favor ATS for any contracts and it was (b) (6), (b) (7)(C) idea to award ATS the sole source contracts. It was (b) (6), (b) (7)(C) who wrote the justification to award the sole source work to ATS and

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presented the idea to (b) (6), (b) (7)(C) and the CO. (b) (6), (b) (7)(C) stated that ATS was competent and it seemed like a logical step [exhibit 4].

In order to obtain information on (b) (6), (b) (7)(C) promotion and pay raise (b) (6), (b) (7)(C), Deputy Inspector General (DIG), FEC, and RA interviewed ATS employees (b) (6), (b) (7)(C) Project Manager, (b) (6), (b) (7)(C) General Counsel/ Vice President of contracts, and (b) (6), (b) (7)(C), Vice President, regarding (b) (6), (b) (7)(C) employment at the FEC [exhibits 5, 6, & 7 respectively].

The ATS employees reported that (b) (6), (b) (7)(C) was given a 22.7% out-of-cycle salary increase to recognize (b) (6), (b) (7)(C) responsibilities as a (b) (6), (b) (7)(C) and to bring (b) (6), (b) (7)(C) in line with the other (b) (6), (b) (7)(C). ATS officials acknowledged receiving comments and feedback on (b) (6), (b) (7)(C) performance from (b) (6), (b) (7)(C) FEC Information Technology Division employee, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). The feedback from FEC employees was a factor in (b) (6), (b) (7)(C) promotion to team lead and most of the feedback came from (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) promotion to team lead was partly based on performance and client recognition. The salary increase was based solely on performance.

In addition to the witness interviews of (b) (6), (b) (7)(C) and the ATS employees, (b) (6), (b) (7)(C) was interviewed on two separate occasions during the course of this investigation, in order to obtain (b) (6), (b) (7)(C) views on the allegations against (b) (6), (b) (7)(C). On December 5, 2008, (b) (6), (b) (7)(C) and RA conducted the second interview of (b) (6), (b) (7)(C) with (b) (6), (b) (7)(C) legal counsel present [exhibit 8].

(b) (6), (b) (7)(C) provided the following information: the ATS contract was already in place when (b) (6), (b) (7)(C) began working at the FEC and had been in place since 2002. (b) (6), (b) (7)(C) became the (b) (6), (b) (7)(C) of the IT section in 2004, as such (b) (6), (b) (7)(C) analyzed the disclosure database and tracked candidate filings and performed maintenance support of Disco to ensure it was integrated and mapped with other FEC data systems.

The COTR, (b) (6), (b) (7)(C), recommended ATS as a sole source, (b) (6), (b) (7)(C) did not think (b) (6), (b) (7)(C) had authority to say no to (b) (6), (b) (7)(C) recommendation because (b) (6), (b) (7)(C) thought that was the Contracting Officer's decision. The first sole source contract was awarded before (b) (6), (b) (7)(C) came on board. (b) (6), (b) (7)(C) attended weekly meetings with ATS, however (b) (6), (b) (7)(C) did not get involved in the decision making processes. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) did not think (b) (6), (b) (7)(C) had to recuse (b) (6), (b) (7)(C) from the ATS contract until February 2006, when (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C).

After (b) (6), (b) (7)(C) obtained (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) began looking for other job opportunities. When ATS learned about that, (b) (6), (b) (7)(C) received a salary increase in an effort to retain (b) (6), (b) (7)(C) as an employee. (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) supervisor with ATS and (b) (6), (b) (7)(C) was over (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) had lunch with (b) (6), (b) (7)(C) approximately six times over a four to five year span. During one of those lunch meetings, (b) (6), (b) (7)(C) asked how (b) (6), (b) (7)(C) was doing and (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was doing excellent. (b) (6), (b) (7)(C) recalled that (b) (6), (b) (7)(C) may have paid the total bill for one of the lunch meetings.

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(b) (6), (b) (7)(C) got involved in the ATS projects by attending weekly meetings in April 2004. It was during those meetings, (b) (6), (b) (7)(C) noticed that (b) (6), (b) (7)(C) was late for a couple of the meetings so (b) (6), (b) (7)(C) asked where (b) (6), (b) (7)(C) lived and offered (b) (6), (b) (7)(C) a ride in to work. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was not aware of any carpool forms that were required by FEC. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) did not try to hide the fact that (b) (6), (b) (7)(C) carpooled with (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated that several high ranking officials at the FEC to include; (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) all saw them ride in together on separate occasions and none of them voiced any concerns about it to (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) grew closer because of certain incidents that happened at work during the months of June, July and August 2004. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) had a (b) (6), (b) (7)(C) business that (b) (6), (b) (7)(C) disclosed to the FEC. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) took several trips together for (b) (6), (b) (7)(C) business:

- in July 2004 they went to Zion, Utah,
- in October 2004 they went to New England
- in December 2004 they went to Canada

(b) (6), (b) (7)(C) paid for most of the trips but (b) (6), (b) (7)(C) may have paid for (b) (6), (b) (7)(C) own airfare. (b) (6), (b) (7)(C) became good friends with (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) could talk to (b) (6), (b) (7)(C). When (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) went on trips together (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) grew much closer in 2005 and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).

In April 2004, (b) (6), (b) (7)(C) moved some of (b) (6), (b) (7)(C) personal belongings out of the residence that (b) (6), (b) (7)(C) shared with (b) (6), (b) (7)(C) then current (b) (6), (b) (7)(C) for fear that (b) (6), (b) (7)(C) would destroy them. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) moved (b) (6), (b) (7)(C) belongings into (b) (6), (b) (7)(C) garage and paid (b) (6), (b) (7)(C) rent for the storage. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) had to pay \$100 a month extra for the storage garage; however (b) (6), (b) (7)(C) paid (b) (6), (b) (7)(C) \$1000.00 a month beginning in December 2004. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) paid (b) (6), (b) (7)(C) a total of approximately \$3,400 by check between September 2004 to April 2005. (b) (6), (b) (7)(C) lawyer provided copies of four checks that (b) (6), (b) (7)(C) made payable to (b) (6), (b) (7)(C) in relation to renting the storage garage at (b) (6), (b) (7)(C) apartment. (b) (6), (b) (7)(C) split (b) (6), (b) (7)(C) time staying at (b) (6), (b) (7)(C) apartment and (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), apartment. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) leased (b) (6), (b) (7)(C) current residence that (b) (6), (b) (7)(C) shares with (b) (6), (b) (7)(C) located at (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), from (b) (6), (b) (7)(C) in March 2005 and moved there in April 2005. (b) (6), (b) (7)(C)

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

(b) (6), (b) (7) received (b) (6), (b) (7)(C) in late 2004 or early 2005 and wanted to live a private life. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) stated (b) (6), (b) (7) and (b) (6), (b) (7) opened a joint account at Chevy Chase bank after they were married. (b) (6), (b) (7)(C) stated (b) (6), (b) (7) and (b) (6), (b) (7) exchanged gifts and shared expenses. (b) (6), (b) (7) was aware of the rule about not receiving gifts from contractors over \$20.00. (b) (6), (b) (7)(C) stated that at no point did (b) (6), (b) (7) work for ATS while they were married.

After interviewing (b) (6), (b) (7)(C) RA obtained copies of (b) (6), (b) (7)(C) financial documents. A review of the documents showed that (b) (6), (b) (7)(C) deposited a total of 20 checks between March 2005 and April 2007 that were written to (b) (6), (b) (7) by former GSA contract employee (b) (6), (b) (7)(C), the checks totaled \$69,600.00. The final check was dated 4/02/2007, in the amount of \$51,000.00.

There were a total of four checks cashed that (b) (6), (b) (7)(C) wrote to (b) (6), (b) (7) between December 2004 and April 2005. Those checks totaled \$3,400.00.

There were a total of fifteen checks written by (b) (6), (b) (7)(C) between March 2005 and August 2006 to (b) (6), (b) (7)(C) the owner of the property located at (b) (6), (b) (7)(C) (b) (6), (b) (7)(C). The checks were for rent that totaled \$29,299.76. From March 2005 through June 2006 the payments were \$1,900.00 a month and the payments for July and August 2006 were \$2,050.00 a month.

There was also a check written to American Home title dated 3/30/2007 in the amount of \$5,000.00 for a "deposit on (b) (6), (b) (7)(C)." ."

On October 14, 2009, RA telephonically contacted (b) (6), (b) (7)(C), Assistant United States Attorney (AUSA), Fraud and Public Corruptions Division, Washington DC to update (b) (6), (b) (7) on the progress of the case. RA informed AUSA (b) (6), (b) (7)(C) that since their previous meeting several witness interviews had been conducted that did not corroborate some of the allegations against (b) (6), (b) (7)(C). In addition, RA had issued an Inspector General subpoena to obtain financial records for (b) (6), (b) (7)(C) and found no evidence that (b) (6), (b) (7) had received payments from the GSA contractor ATS. However, (b) (6), (b) (7)(C) had admitted that (b) (6), (b) (7) and (b) (6), (b) (7) had moved in to the same residence and they had exchanged checks to each other for trips and rent payments. RA also informed AUSA (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) and (b) (6), (b) (7) were married after the investigation began and currently reside together in Virginia. AUSA (b) (6), (b) (7)(C) stated that in consideration of the aforementioned facts (b) (6), (b) (7) did not think this case warranted criminal prosecution and declined prosecution of this matter [exhibit 9].

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**LIST OF EXHIBITS**

September 18, 2006 Memorandum.....	Exhibit 1
Virginia Department of Motor Vehicles reports.....	Exhibit 2
Marriage Certificate.....	Exhibit 3
(b) (6), (b) (7)(C) - Memorandum of Interview.....	Exhibit 4
(b) (6), (b) (7)(C) – Memorandum of Interview.....	Exhibit 5
(b) (6), (b) (7)(C) – Memorandum of Interview.....	Exhibit 6
(b) (6), (b) (7)(C) – Memorandum of Interview.....	Exhibit 7
(b) (6), (b) (7)(C)– Memorandum of Interview.....	Exhibit 8
Declination e-mail.....	Exhibit 9

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FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

September 18, 2006

**MEMORANDUM**

TO: Lynne A. McFarland  
Inspector General

FROM: [REDACTED] (b) (6), (b) (7)(C)  
Deputy General Counsel  
Office of General Counsel

SUBJECT: Meeting with (b) (6), (b) (7)(C) - February 2, 2006

(b) (5)

(b) (5)



0308 32838 1403 NLET  
AM.DCGSA0000  
12:05 03/08/2007 09611  
12:05 03/08/2007 61621 VADMVRH99  
\*MRI8313627  
TXT

2

OPERATOR: Administrator  
AGENCY: GSA/OIG  
LOCATION: 300 D STREET SW, SUITE 800, WASHINGTON, DC 20024  
I WOULD LIKE TO OBTAIN A VEHICLE REGISTRATION HISTORY  
ON A SILVER HONDA CIVIC VA LICENSE NUMBER (b) (6), (b) (7)(C) AND A  
SILVER ACURA WITH LICENSE PLATE NUMBER (b) (6), (b) (7)(C). THE  
VEHICLES ARE REGISTERED AT (b) (6), (b) (7)(C). (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) I WOULD LIKE TO KNOW HOW LONG THEY HAVE  
BEEN REGISTERED AT THIS ADDRESS.  
MRI 232838 IN: NLII 12613 AT 08MAR2007 14:03 OUT: DMV1 27 AT 08MAR2007 14:03

DSAVR

MAR 14 2007

PRIVACY UPDATE  
RESEARCH CLERK #0



TRANSCRIPT OF VEHICLE RECORD AS OF 03/14/2007

PAGE: 1

REQUESTED FOR:

GSA  
300 D STREET SW, SUITE (b) (6), (b) (7)(C)  
WASHINGTON DC 20024

RSN FOR REQ: LAW ENFORCEMENT

USER ID: (b) (6), (b) (7)(C)  
LOC: 206

REQUESTED BY:

GSA  
300 D STREET SW, SUITE (b) (6), (b) (7)(C)  
WASHINGTON DC 20024

INFORMATION PROVIDED BY REQUESTOR: (b) (6), (b) (7)(C)

VEHICLE OWNER(S) - NAME/ADDRESS:

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

VEHICLE TITLE INFORMATION:

TITLE NO: (b) (6), (b) (7)(C)  
TITLE EST DT: 05/03/2004  
PURCHASE DT: 04/03/2004  
VEHICLE YEAR: 2004  
EMPTY/GROSS WGT: 2,672  
ODOMETER: 5  
SALES PRICE: 21,027.00  
DLR PROC: 289.00  
DISPOSITION:

VEHICLE MAKE: HONDA  
BODY TYPE: 4D SDN  
MODEL: CIVIC  
VIN: (b) (6), (b) (7)(C)

GVWR/GCWR:  
ODOMETER TYPE: ACTUAL MILEAGE  
SALES TAX PD: 630.81  
PROC TAX: 8.67  
DISPOSITION DT:

NCIC CHECKED: NO  
OWNERSHIP DOC: CERTIF OF ORGIN  
DEALER: (b) (6), (b) (7)(C)  
CURRENT VCO: GRAY/  
ORIGINAL VCO: GRAY/  
PPTR VEHICLE USE: PERSONAL

VEHICLE REGISTRATION INFORMATION:

CURRENT PLATE#: (b) (6), (b) (7)(C)  
PLATE STATUS: RENEWAL  
VEHICLE USE: PRIVATE  
INSURANCE: YES  
UNINSURED-FEE-PD: NO  
LOCAL VEH REGIST: NO

PLATE TYP: ALTERNATE FUEL  
ISSUE REASON: EXCHANGE  
RENEWAL UPDATE: 03/22/2006  
PLATE EXPIRE DT: 04/30/2007  
METAL PLATE ISS DT: 05/03/2004

NO PRIOR REGISTRATION INFORMATION ON FILE

LIEN1: STAT DT:05/03/2004 TYPE:ORI  
AMERICAN HONDA FINANCE CORPORA  
8601 MCALPINE PARK DRIVE  
#230  
CHARLOTTE NC 28211  
FILING DATE: 04/26/2004

OTHER VEHICLE INFORMATION: NONE ON FILE



TRANSCRIPT OF VEHICLE RECORD AS OF 03/14/2007

PAGE: 1

REQUESTED FOR:

GSA  
300 D STREET SW, SUITE (b) (6), (b) (7)(C)  
WASHINGTON DC 20024

RSN FOR REQ: LAW ENFORCEMENT

USER ID: (b) (6), (b) (7)(C)  
LOC: 206

REQUESTED BY:

GSA  
300 D STREET SW, SUITE (b) (6), (b) (7)(C)  
WASHINGTON DC 20024

INFORMATION PROVIDED BY REQUESTOR: (b) (6), (b) (7)(C)

VEHICLE OWNER(S) - NAME/ADDRESS:

(b) (6), (b) (7)(C), AND  
(b) (6), (b) (7)(C) OR (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)

VEHICLE TITLE INFORMATION:

TITLE NO: (b) (6), (b) (7)(C)  
TITLE EST DT: 07/21/2006  
PURCHASE DT: 06/30/2006  
VEHICLE YEAR: 2006  
EMPTY/GROSS WGT: 3,493  
ODOMETER: 55  
SALES PRICE: 30,499.00  
DLR PROC: 299.00  
DISPOSITION:  
NCIC CHECKED: NO  
OWNERSHIP DOC: CERTIF OF ORGIN  
DEALER: (b) (6), (b) (7)(C)  
CURRENT VCO: SILVER/  
ORIGINAL VCO: SILVER/  
PPTR VEHICLE USE: PERSONAL

VEHICLE MAKE: ACURA  
BODY TYPE: 4D SDN  
MODEL: 3.2TL  
VIN: (b) (6), (b) (7)(C)  
GVWR/GCWR:  
ODOMETER TYPE: ACTUAL MILEAGE  
SALES TAX PD: 914.97  
PROC TAX: 8.97  
DISPOSITION DT:

VEHICLE REGISTRATION INFORMATION:

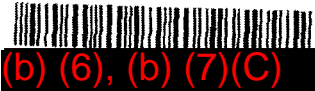
CURRENT PLATE#: (b) (6), (b) (7)(C)  
PLATE STATUS: ORIGINAL  
VEHICLE USE: PRIVATE  
INSURANCE: YES  
UNINSURED-FEE-PD: NO  
LOCAL VEH REGIST: NO  
PLATE TYP: STANDARD ISSUE  
ISSUE REASON: 1ST ISSUE  
RENEWAL UPDATE: 06/30/2006  
PLATE EXPIRE DT: 06/30/2007  
METAL PLATE ISS DT: 06/30/2006

NO PRIOR REGISTRATION INFORMATION ON FILE

LIEN1: STAT DT:07/21/2006 TYPE:ORI  
AMERICAN HONDA FINANCE CORPORA  
8601 MCALPINE PARK DRIVE  
#230  
CHARLOTTE NC 28211  
FILING DATE: 07/14/2006







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

Fee: \$10.00  
N/C Fee: \$0.00

06/20/2006 09:31:34

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

Requestor:  
RECORDER CLARK COUNTY

Frances Deane DNY  
Clark County Recorder

Pgs: 1

State of Nevada  
Marriage Certificate

No. (b) (6), (b) (7)(C)

State of Nevada }  
County of Clark } SS:

This is to certify that the undersigned, Minister (b) (6), (b) (7)(C)  
(print name and title of official performing marriage)  
did on the 11<sup>th</sup> day of June 20(b) (6), (b) (7)(C)  
at Imperial Palace (address or church) Las Vegas (City) Nevada,  
join in lawful wedlock (b) (6), (b) (7)(C)  
(Groom)  
of (b) (6), (b) (7)(C), State/Country of VIRGINIA,  
and (b) (6), (b) (7)(C)  
(Bride)  
of (b) (6), (b) (7)(C), State/Country of VIRGINIA,  
with their mutual consent, in the presence of (b) (6), (b) (7)(C)  
(Witness)

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

Signature of Official Performing Marriage (Black Ink Only)

Minister (b) (6), (b) (7)(C)  
Print Name and Title of Official

100005 Maryland Pkwy #1116  
Address of Official Performing Marriage

Las Vegas NV 89122  
City, State and Zip Code



Shirley B. Parraguirre  
Shirley B. Parraguirre, County Clerk

Bride/Groom Address: (b) (6), (b) (7)(C)  
\_\_\_\_\_  
\_\_\_\_\_

This Certificate must be presented to the Clark County Recorder within ten days.  
300 S. Grand Central Parkway, Las Vegas, Nevada 89155-1510



**FOR OFFICIAL USE ONLY**

**REPORT INSERT - OFFICE OF INSPECTOR GENERAL  
MEMORANDUM OF INTERVIEW**

INTERVIEW OF	DATE OF INTERVIEW
(b) (6), (b) (7)(C)	October 1, 2008

On October 1, 2008, Reporting Agent (RA) (b) (6), (b) (7)(C), of the Mid-Atlantic Regional Office of Investigations, and (b) (6), (b) (7)(C), Counsel to the Inspector General, Federal Election Commission (FEC), interviewed (b) (6), (b) (7)(C), Contracting Officer Representative (COTR), Federal Election Commission, regarding (b) (6) knowledge of GSA contractor, Advanced Technology Systems, Inc. (ATS) contract with the FEC. The interview was conducted at the FEC offices located at 999 E Street, NW, Washington, DC 20463. The interview began at approximately 10:00 AM and ended at approximately 10:50 AM.

(b) (6), (b) (7)(C) stated that a company called Advanced Technology Systems (ATS) began the Information Technology (IT) work at FEC however after beginning the job ATS decided it no longer wanted the job and terminated the contract. FEC then competed the work as a result; ATS won the bid and was awarded the contract. It took some time for the FEC to get ATS up to speed on the FEC's IT database therefore, it seemed logical and cost effective to (b) (6), (b) (7)(C) to sole source additional work to ATS.

(b) (6), (b) (7)(C) stated that in (b) (6) role as the COTR (b) (6) could only suggest or make recommendations to (b) (6), (b) (7)(C) Contracting Officer (CO), FEC on contracting matters and advise (b) (6), (b) (7)(C) on technical matters. (b) (6), (b) (7)(C) stated it was (b) (6) idea to keep awarding work to ATS and presented (b) (6), (b) (7)(C) idea to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) and the CO. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) is the current FEC CO for the ATS contract.

(b) (6), (b) (7)(C) related that (b) (6) contact at ATS was (b) (6), (b) (7)(C), Program Manager, who oversaw a number of projects for ATS. The work being performed at FEC by ATS was one of (b) (6), (b) (7)(C) projects. (b) (6), (b) (7)(C) stated that (b) (6) also spoke with (b) (6), (b) (7)(C), Vice President, ATS on occasion. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) was no longer with ATS.

(b) (6), (b) (7)(C), ATS Project Manager, worked on site at FEC and was in charge of the ATS employees. (b) (6), (b) (7)(C) reported directly to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) stated that there was weekly progress meetings held at FEC and (b) (6), (b) (7)(C) attended approximately two meetings per month. (b) (6), (b) (7)(C) stated (b) (6) believed (b) (6), (b) (7)(C) took over approximately two to three years ago for the former ATS Project Manager, (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) never attended the weekly meetings and neither did the FEC C O.

(b) (6), (b) (7)(C) stated (b) (6) was not sure about the succession but thought that (b) (6), (b) (7)(C) preceded (b) (6), (b) (7)(C) as the ATS Project Manager. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) also reported to (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) was above (b) (6), (b) (7)(C) may have attended weekly progress meetings at FEC once or twice a year.

(b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) worked on site at FEC as the ATS Project Manager prior to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was hired as a permanent FEC employee by (b) (6), (b) (7)(C) at which time (b) (6), (b) (7)(C) was promoted to Project Manager to replace (b) (6), (b) (7)(C)

ASSIGNMENT NUMBER	REPORTING AGENT	DATE PREPARED	SUPERVISOR
106-0216	(b) (6), (b) (7)(C) SA (b) (6), (b) (7)(C)	10-01-2008	(b) (6), (b) (7)(C) ASAC (b) (6), (b) (7)(C)

OTHER ADMINISTRATIVE INFORMATION (Use continuation sheet, GSA Form 9506-C)

**FOR OFFICIAL USE ONLY**

Continuation Sheet

PERSON INTERVIEWED	ASSIGNMENT NUMBER	DATE PREPARED	PAGE
(b) (6), (b) (7)(C)	106-0216	10-01-08	2 OF 2
(To be used with GSA Form 9506-A and GSA Form 9506-B)			

(b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) played a very small role and gave little day to day direction on the ATS contract. (b) (6), (b) (7)(C) set the course of where the contract should go strategically relating to the mission of the contract which was the Campaign Finance Disclosure Database. (b) (6), (b) (7)(C) stated when more work was needed to fix glitches on the database contract with ATS the decision was made by a number of FEC personnel such as (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) was kept informed of the decision to add more work for ATS. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) never felt pressured by (b) (6), (b) (7)(C) to award contracts to ATS and did not feel that (b) (6), (b) (7)(C) pressured (b) (6), (b) (7)(C) to award ATS sole source contracts that were unnecessary. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) never pressured (b) (6), (b) (7)(C) to favor ATS for any contracts and it was (b) (6), (b) (7)(C) idea to award ATS the sole source contracts. It was (b) (6), (b) (7)(C) who wrote the justification to award the sole source work to ATS and presented the idea to (b) (6), (b) (7)(C) and the CO. (b) (6), (b) (7)(C) stated that ATS was competent and it seemed like a logical step.

(b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) may have gone to lunch for an IT function or happy hour with ATS employees however (b) (6), (b) (7)(C) paid for (b) (6), (b) (7)(C) own lunch and drinks. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) has season tickets to the Redskins Football games and on occasion (b) (6), (b) (7)(C) ran into (b) (6), (b) (7)(C) at some of the games because ATS had a sky box at the Redskins stadium. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) had been to the ATS sky box to look around but that (b) (6), (b) (7)(C) had (b) (6), (b) (7)(C) own tickets to get into the game.

(b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) knows there are provisions precluding (b) (6), (b) (7)(C) from accepting gifts from contractors and (b) (6), (b) (7)(C) has never crossed that line. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) does not know about any other FEC employees crossing the line because (b) (6), (b) (7)(C) does not have many friends at work.

(b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) heard stories in the office about (b) (6), (b) (7)(C) having a personal relationship with (b) (6), (b) (7)(C) however, (b) (6), (b) (7)(C) never asked (b) (6), (b) (7)(C) about it and (b) (6), (b) (7)(C) never discussed it with (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was going through a (b) (6), (b) (7)(C) shortly after (b) (6), (b) (7)(C) began working at the FEC.

(b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) never reported the rumors about (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) relationship to anyone because (b) (6), (b) (7)(C) did not know if the rumors were true. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) boss not (b) (6), (b) (7)(C) friend so (b) (6), (b) (7)(C) would not share any information on (b) (6), (b) (7)(C) personal relationships with (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) could not recall any instances where (b) (6), (b) (7)(C) would have gotten upset about not being informed about a decision relating to the ATS contract.

(b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) did not know any details about why (b) (6), (b) (7)(C) left ATS other than (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) accepted another position. (b) (6), (b) (7)(C) did not know what company the other position was with.

At the end of the meeting (b) (6), (b) (7)(C) added that before (b) (6), (b) (7)(C) left the FEC (b) (6), (b) (7)(C) had seen (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) come into work together on occasion. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) thought it was strange that an FEC employee and an FEC contractor were riding in to work together.



**FOR OFFICIAL USE ONLY**

**REPORT INSERT - OFFICE OF INSPECTOR GENERAL**

**MEMORANDUM OF INTERVIEW**

<b>INTERVIEW OF</b>  (b) (6), (b) (7)(C)	<b>DATE OF INTERVIEW</b>  December 5, 2008
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On December 5, 2008, Reporting Agent (RA) (b) (6), (b) (7)(C), of the Mid-Atlantic Regional Office of Investigations, and (b) (6), (b) (7)(C), Counsel to the Inspector General, Federal Election Commission (FEC), interviewed (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), FEC, regarding (b) (6), (b) (7)(C) knowledge of GSA contractor, Advanced Technology Systems' (ATS) contract with the FEC and (b) (6), (b) (7)(C) relationship with former ATS employee (b) (6), (b) (7)(C). Also in attendance were (b) (6), (b) (7)(C) attorney's (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), of O'Melveny & Myers LLP. The interview was conducted at the General Services Administration (GSA), Office of Inspector General's (OIG), office located at 300 D Street, SW, Suite 800, Washington, DC 20024. The interview began at approximately 9:00 AM and ended at approximately 11:35 AM.

(b) (6), (b) (7)(C) was advised of (b) (6), (b) (7)(C) rights, (b) (6), (b) (7)(C) acknowledged that (b) (6), (b) (7)(C) understood (b) (6), (b) (7)(C) rights and signed an Advisement of rights form (Attachment 1).

(b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) began working at the FEC in September 2003 as the (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) came onboard with the FEC as a grade 15 and in 2005 (b) (6), (b) (7)(C) entered the Senior Level grade status. (b) (6), (b) (7)(C) advised RA that when (b) (6), (b) (7)(C) accepted the position at the FEC (b) (6), (b) (7)(C) was new to the government from the private sector and was not aware of some government rules. Prior to working at the FEC (b) (6), (b) (7)(C) spent three years as the Chief of Technology for a company called (b) (6), (b) (7)(C) and prior to that (b) (6), (b) (7)(C) was the Senior Vice President of IT for a company called (b) (6), (b) (7)(C) located in Richmond, VA.

(b) (6), (b) (7)(C) stated the ATS contract was already in place when (b) (6), (b) (7)(C) came onboard and had been in place since 2002. (b) (6), (b) (7)(C) became the (b) (6), (b) (7)(C) of the IT section in 2004, as such (b) (6), (b) (7)(C) analyzed the disclosure database and tracked candidate filings and performed maintenance support of Disco to ensure it was integrated and mapped with other FEC data systems.

(b) (6), (b) (7)(C) stated that when (b) (6), (b) (7)(C) came onboard in 2003 (b) (6), (b) (7)(C) staff consisted of (b) (6), (b) (7)(C) Program Management, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Branch Manager of Infrastructure, and (b) (6), (b) (7)(C). Once onboard he also hired (b) (6), (b) (7)(C) who replaced (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), Database Manager, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), who was initially the Q&A Manager of the ATS contract later (b) (6), (b) (7)(C) applied for a position that was posted on USA Jobs and was hired, (b) (6), (b) (7)(C) added that (b) (6), (b) (7)(C) was not on the interview team however (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) were, they made the recommendation to (b) (6), (b) (7)(C) to hire (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated that while (b) (6), (b) (7)(C) was still employed by ATS (b) (6), (b) (7)(C) was reassigned to work at HUD before (b) (6), (b) (7)(C) came on board to work on site at the FEC. (b) (6), (b) (7)(C) is currently employed at the FEC. (b) (6), (b) (7)(C) stated there was no connection between (b) (6), (b) (7)(C) promotion and the FEC hiring (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) began working at the FEC in February 2004 on a part time basis until April 2004 when (b) (6), (b) (7)(C) took over management of the FEC project and began working full time. ATS' sole source contract began in January 2004. (b) (6), (b) (7)(C) led that contract for 13 months and (b) (6), (b) (7)(C) put the architecture in place. (b) (6), (b) (7)(C) got involved in the project by attending weekly meetings in April 2004. It was during those meetings that (b) (6), (b) (7)(C) noticed that (b) (6), (b) (7)(C) was late for a couple of the meetings so (b) (6), (b) (7)(C) asked

<b>ASSIGNMENT NUMBER</b>  106-0216	<b>REPORTING AGENT</b>  (b) (6), (b) (7)(C) SA (b) (6), (b) (7)(C)	<b>DATE PREPARED</b>  12-05-2008	<b>SUPERVISOR</b>  (b) (6), (b) (7)(C) ASAC (b) (6), (b) (7)(C)
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OTHER ADMINISTRATIVE INFORMATION (Use continuation sheet, GSA Form 9506-C)

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where (b) (6), (b) (7)(C) lived and as it turned out that THEY lived close to each other so (b) (6), (b) (7)(C) offered (b) (6), (b) (7)(C) a ride in to work and (b) (6), (b) (7)(C) accepted. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was not aware of any carpool forms that were required by FEC. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) did not try to hide the fact that (b) (6), (b) (7)(C) carpooled with (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) all saw them ride in together on separate occasions and none of them voiced any concerns about it to (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) stated that in June 2004 (b) (6), (b) (7)(C) received a call at (b) (6), (b) (7)(C) office from a (b) (6), (b) (7)(C) who told (b) (6), (b) (7)(C) to, "stop seeing that contractor." On July 22<sup>nd</sup> (b) (6), (b) (7)(C) received a second threatening phone call from a (b) (6), (b) (7)(C) telling (b) (6), (b) (7)(C) to, "stop seeing (b) (6), (b) (7)(C)." (b) (6), (b) (7)(C) believed it to be the same (b) (6), (b) (7)(C) who made the first phone call. In August of 2004 (b) (6), (b) (7)(C) received a threatening phone call and (b) (6), (b) (7)(C) reported the incidents to (b) (6), (b) (7)(C), FEC Human Resources (b) (6), (b) (7)(C) who suggested that (b) (6), (b) (7)(C) report it to the Federal protective Service (FPS). (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) reported the incident to FPS on August 9, 2004, the case agent was (b) (6), (b) (7)(C) and the FPS case number was (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) did not know who placed the calls to (b) (6), (b) (7)(C) however, in October 2004 (b) (6), (b) (7)(C), FEC, Budget Officer, came into (b) (6), (b) (7)(C) office to speak with (b) (6), (b) (7)(C) and while in (b) (6), (b) (7)(C) office (b) (6), (b) (7)(C) placed (b) (6), (b) (7)(C) legs on top of (b) (6), (b) (7)(C) desk and (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) to take them down. Later the same week there was a second incident where (b) (6), (b) (7)(C) wore tight pants into (b) (6), (b) (7)(C) office and while looking out of the window with (b) (6), (b) (7)(C) back turned to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) began to sway (b) (6), (b) (7)(C) hips in a suggestive way. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) shunned (b) (6), (b) (7)(C) a couple of times thereafter. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) was aware that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) were involved in a relationship and the two were (b) (6), (b) (7)(C). Coincidentally, the accusations against (b) (6), (b) (7)(C) were first reported in February 2006.

(b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) grew closer because of all the happenings at work. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) stayed (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) had a (b) (6), (b) (7)(C) business that (b) (6), (b) (7)(C) disclosed to the FEC. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) took several trips together for (b) (6), (b) (7)(C) business; in July 2004 they went to Zion, Utah, in October 2004 they went to New England and in December 2004 they went to Canada – (b) (6), (b) (7)(C) paid for most of the trips but (b) (6), (b) (7)(C) may have paid for (b) (6), (b) (7)(C) own airfare. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) became good friends because (b) (6), (b) (7)(C) could talk to (b) (6), (b) (7)(C). When (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) went on trips together they (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) grew much closer in 2005 and (b) (6), (b) (7)(C).

In April 2004 (b) (6), (b) (7)(C) resided at (b) (6), (b) (7)(C) then current (b) (6), (b) (7)(C) lived there sporadically – (b) (6), (b) (7)(C) had (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) moved some of (b) (6), (b) (7)(C) personal belongings out of the residence for fear that (b) (6), (b) (7)(C) then current (b) (6), (b) (7)(C) would destroy them. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) moved (b) (6), (b) (7)(C) belongings into (b) (6), (b) (7)(C) garage and paid (b) (6), (b) (7)(C) rent for the storage garage. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) had to pay \$100 a month extra for the storage garage however (b) (6), (b) (7)(C) paid (b) (6), (b) (7)(C) \$1000.00 a month beginning in December 2004. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) paid (b) (6), (b) (7)(C) a total of approximately \$3,400 by check between September 2004 to April 2005. (b) (6), (b) (7)(C) provided copies of four checks that (b) (6), (b) (7)(C) made payable to (b) (6), (b) (7)(C) in relation to renting the storage garage at (b) (6), (b) (7)(C) apartment (Attachment 2). (b) (6), (b) (7)(C) lived half and half between (b) (6), (b) (7)(C) apartment and (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) apartment where (b) (6), (b) (7)(C) slept on the couch. (b) (6), (b) (7)(C) rented a one bedroom apartment at (b) (6), (b) (7)(C) apartments in (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) rented a one bedroom apartment at (b) (6), (b) (7)(C) apartment complex in (b) (6), (b) (7)(C).

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(b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) used a post office box in 2005 for privacy because (b) (6), (b) (7)(C) received an anonymous call in February 2005, from someone who said they knew where (b) (6), (b) (7)(C) lived. This frightened (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) by the (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) left (b) (6), (b) (7)(C) for fear of being (b) (6), (b) (7)(C) too. (b) (6), (b) (7)(C) received (b) (6), (b) (7)(C) in late 2004 or early 2005 and wanted to live a private life. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) leased (b) (6), (b) (7)(C) current residence that (b) (6), (b) (7)(C) shares with (b) (6), (b) (7)(C) located at (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), from (b) (6), (b) (7)(C) who resides at (b) (6), (b) (7)(C), in March 2005 and moved in April 2005. (b) (6), (b) (7)(C) lease ended in May 2005 and (b) (6), (b) (7)(C) moved in with (b) (6), (b) (7)(C) and paid half the rent at (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) address. In July 2005 (b) (6), (b) (7)(C) came to stay with them for about 4 months. (b) (6), (b) (7)(C) provided copies of 14 checks that (b) (6), (b) (7)(C) made payable to (b) (6), (b) (7)(C) between July 2004 and July 2006 (Attachment 3).

(b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) opened a joint account at Chevy Chase bank after they were married. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) exchanged gifts and shared expenses. (b) (6), (b) (7)(C) was aware of the rule about not receiving gifts from contractors over \$20.00

**(b) (6), (b) (7)(C) ROLE ON THE SOLE SOURCE ATS CONTRACTS:**

The COTR, (b) (6), (b) (7)(C) recommended ATS as a sole source, (b) (6), (b) (7)(C) did not think (b) (6), (b) (7)(C) had authority to say no to (b) (6), (b) (7)(C) recommendation because (b) (6), (b) (7)(C) thought that was the Contracting Officer's decision. The First sole source contract was awarded before (b) (6), (b) (7)(C) came on board. (b) (6), (b) (7)(C) attended weekly meetings with ATS however (b) (6), (b) (7)(C) did not get involved in the decision making processes. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) did not think (b) (6), (b) (7)(C) had to recuse (b) (6), (b) (7)(C) from the ATS contract until February 2006 when (b) (6), (b) (7)(C) met with (b) (6), (b) (7)(C). However, (b) (6), (b) (7)(C) did not formally recuse (b) (6), (b) (7)(C) from the contract even after meeting with (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) provided (b) (6), (b) (7)(C) with a copy of an anonymous letter that alleged that (b) (6), (b) (7)(C) was having an inappropriate relationship with (b) (6), (b) (7)(C) and that (b) (6), (b) (7)(C) was steering contracts to (b) (6), (b) (7)(C) employer's company because of it. (b) (6), (b) (7)(C) advised (b) (6), (b) (7)(C) not to talk about work with (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) admitted to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) had a personal relationship with (b) (6), (b) (7)(C). As a result of that meeting with (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) asked if (b) (6), (b) (7)(C) should recuse (b) (6), (b) (7)(C) from the new contract. (b) (6), (b) (7)(C) never received a response.

(b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) 2006 bonus was held up until 2007 when (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) the case was closed. (b) (6), (b) (7)(C) thought OGC had finished their investigation and (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) was glad it was behind them.

After (b) (6), (b) (7)(C) obtained (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) began looking for other job opportunities. ATS learned about that and gave (b) (6), (b) (7)(C) a salary increase in an effort to retain (b) (6), (b) (7)(C) as an employee. (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C) supervisor with ATS and (b) (6), (b) (7)(C) was over (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) had lunch with (b) (6), (b) (7)(C) approximately 6 times over a 4 to 5 year span. During one of those lunch meetings (b) (6), (b) (7)(C) asked how (b) (6), (b) (7)(C) was doing and (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was doing excellent. (b) (6), (b) (7)(C) recalled that (b) (6), (b) (7)(C) may have paid the total bill for one of the lunch meetings.

(b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) did not receive any gifts or money from anyone at ATS. (b) (6), (b) (7)(C) did not attend any ATS parties or ATS sponsored functions. ATS never paid for any travel for (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) and no one from ATS attended THEIR wedding.



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Continuation Sheet

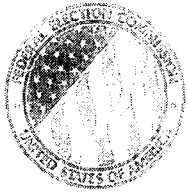
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(b) (6), (b) (7)(C) received a new job offer in April 2006. (b) (6), (b) (7)(C) left ATS/FEC in May 2006. At no point did (b) (6), (b) (7)(C) work for ATS while they were married.

(b) (6), (b) (7)(C) stated the only discussion (b) (6), (b) (7)(C) had with anyone at the FEC regarding (b) (6), (b) (7)(C) relationship with (b) (6), (b) (7)(C) was with (b) (6), (b) (7)(C) in 2006. (b) (6), (b) (7)(C) never spoke to the ethics official or asked anyone if (b) (6), (b) (7)(C) relationship with (b) (6), (b) (7)(C) was a problem because (b) (6), (b) (7)(C) did not think there was a problem.

In 2004 and 2005 (b) (6), (b) (7)(C) stated the ethics training by the FEC was poor and (b) (6), (b) (7)(C) simply received an email covering the 14 principles of Ethical conduct that (b) (6), (b) (7)(C) was required to read.

In 2006 (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) conducted an excellent ethics brief in a conference room. (b) (6), (b) (7)(C) stated no one raised their concerns to (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) relationship with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) wasn't trying to hide it.



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20461

Office of Inspector General

ADVICE OF RIGHTS/WAIVER (GARRITY)  
(FEDERAL EMPLOYEE NOT IN CUSTODY)

You are being contacted to solicit your cooperation in an official inquiry regarding misconduct or improper performance of official duties. The authority to conduct this interview is contained in the Inspector General Act of 1978, 5 U.S.C. App. 3. The matter under investigation could also constitute a violation of law that could result in criminal prosecution of responsible individuals. This inquiry pertains to an alleged conflict of interest involving Advanced Technology Systems, Inc. (ATS).

I, **(b) (6), (b) (7)(C)**, have been advised that **(b) (6), (b) (7)(C)** is a Special Agent with the General Services Administration, Office of Inspector General, and **(b) (6), (b) (7)(C)** is Counsel to the Inspector General of the Federal Election Commission, Office of Inspector General. I have also been advised that:

1. I have the right to remain silent if my answers may incriminate me;
2. If I do decide to answer questions or make a statement, my statement will be voluntarily made and I may stop answering at any time;
3. Anything I say may be used as evidence in both an administrative proceeding and in any future criminal proceeding;
4. Although I would normally be expected to answer questions regarding my official duties, if I refuse to answer the questions posed to me on the grounds that the answers may tend to incriminate me, I cannot be discharged solely for remaining silent.

WAIVER

I have read this statement of my rights and understand what my rights are. I am willing to make a voluntary statement and answer any questions. I understand and know what I am doing. No promises or threats have been made to me, and no pressure or coercion of any kind has been used against me to induce me to execute this waiver of my rights.

Signature: **(b) (6), (b) (7)(C)**

Date & Time: 12/5/08 9:12 AM

Witness (if available): **(b) (6), (b) (7)(C)**

Place: 300 D. St SW Suite 800 Washington, DC 20024

**RESTRICTED INFORMATION:** This report is confidential and may contain information that is prohibited from disclosure by the Privacy Act, 5 USC 552a. Therefore, this report is furnished solely on an official need-to-know basis and must not be released or disseminated to any other party without prior written consent of the Inspector General of the Federal Election Commission or designee. Unauthorized release may result in civil liability and/or compromise ongoing federal investigations.

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PAY TO THE  
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(b) (6), (b) (7)(C)	12/23/2004	\$1,000.00	000000000003001	00000000008112132178	Posted Items

Wachovia Bank, N.A. certifies that the above image is a true and exact copy of the original item issued by the named customer, and was produced from original data stored in the archives of Wachovia Bank, N.A. or its predecessors.

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Account	Date	Amount	Serial Number	Sequence	Status
(b) (6), (b) (7)(C)	2/3/2005	\$800.00	000000000003012	000000000008113899782	Posted Items

Wachovia Bank, N.A. certifies that the above image is a true and exact copy of the original item issued by the named customer, and was produced from original data stored in the archives of Wachovia Bank, N.A. or its predecessors.

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

3021

3.1.05

88-54/514  
BRANCH 77824

DATE

PAY TO THE  
ORDER OF

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

\$ 800 <sup>00</sup>/<sub>100</sub>

Eight Hundred & ———

00  
100

DOLLARS



Security  
Features  
Detailed on  
Back

2005-2



**WACHOVIA**  
Wachovia Bank, N.A.  
wachovia.com

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

FOR

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

3021 ⑈00000080000

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

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

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

42-375

Account	Date	Amount	Serial Number	Sequence	Status
(b) (6), (b) (7)(C)	3/3/2005	\$800.00	00000000003021	00000000008115146027	Posted Items

Wachovia Bank, N.A. certifies that the above image is a true and exact copy of the original item issued by the named customer, and was produced from original data stored in the archives of Wachovia Bank, N.A. or its predecessors.

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

3036

68-54/514  
BRANCH 77824

4.6.05 DATE

PAY TO THE ORDER OF (b) (6), (b) (7)(C) \$ 800.00

Eight Hundred & 00/100 DOLLARS

WACHOVIA  
Wachovia Bank, N.A.  
wachovia.com

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

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

(b) (6), (b) (7)(C) 3036 00000080000

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

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

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

2005  
2A

Account	Date	Amount	Serial Number	Sequence	Status
(b) (6), (b) (7)(C)	4/11/2005	\$800.00	00000000003036	00000000008111323228	Posted Items

Wachovia Bank, N.A. certifies that the above image is a true and exact copy of the original item issued by the named customer, and was produced from original data stored in the archives of Wachovia Bank, N.A. or its predecessors.

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

1893

Date 05/27/05

68-531/560  
50102

Pay to the  
Order of (b) (6), (b) (7)(C)

\$ 1,000

One Thousand Only

Dollars

**BB&T**

BRANCH BANKING AND TRUST COMPANY  
FAIRFAX, VIRGINIA

For RENT

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

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

1893

0000100000

© Charles A. American

GUARDIAN SAFETY GREEN WOOD

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

1892

Date 05/12/05

68-531/560  
50102

Pay to the  
Order of (b) (6), (b) (7)(C)

\$ 1,000

One Thousand

Dollars

**BB&T**

BRANCH BANKING AND TRUST COMPANY  
FAIRFAX, VIRGINIA

For Expenses

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

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

1892

0000100000

© Charles A. American

GUARDIAN SAFETY GREEN WOOD

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

1879

Date March 18, 05

68-531/560  
50102

Pay to the  
Order of (b) (6), (b) (7)(C)

\$ 1,200

One Thousand Two hundred

Dollars

**BB&T**

BRANCH BANKING AND TRUST COMPANY  
FAIRFAX, VIRGINIA

For May Rent/more

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

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

1879

0000120000

© Charles A. American

GUARDIAN SAFETY GREEN WOOD

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

1835

Date 04/29/04

68-531/560  
50102

Pay to the  
Order of (b) (6), (b) (7)(C)

\$ 250.00

Two Hundred & Fifty

00

Dollars

**BB&T**

BRANCH BANKING AND TRUST COMPANY  
FAIRFAX, VIRGINIA

For UT TRIP

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

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

1835

0000025000



(b) (6), (b) (7)(C) 1844  
Date June 28 05 68-531/560  
50102  
Pay to the Order of (b) (6), (b) (7)(C) \$ 1,000. —  
One Thousand Dollars  
BB&T  
BRANCH BANKING AND TRUST COMPANY  
FAIRFAX, VIRGINIA  
For RENT (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) 1844 ⑆00006100000⑆  
GUARDIAN SAFETY GREEN WASH

(b) (6), (b) (7)(C) 1904  
Date 08/08/05 68-531/560  
50102  
Pay to the Order of (b) (6), (b) (7)(C) \$ 800.00  
Eight hundred Dollars  
BB&T  
BRANCH BANKING AND TRUST COMPANY  
FAIRFAX, VIRGINIA  
For RENT (Aug) (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) 01904 ⑆00000080000⑆  
GUARDIAN SAFETY GREEN WASH

(b) (6), (b) (7)(C) 1910  
Date Aug 29 05 68-531/560  
50102  
Pay to the Order of (b) (6), (b) (7)(C) \$ 1,000. —  
One Thousand Only Dollars  
BB&T  
BRANCH BANKING AND TRUST COMPANY  
FAIRFAX, VIRGINIA  
For (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) 01910 ⑆00001000000⑆  
GUARDIAN SAFETY GREEN WASH

(b) (6), (b) (7)(C) 1915  
Date 10/03/05 68-531/560  
50102  
Pay to the Order of (b) (6), (b) (7)(C) \$ 1,000.00  
One Thousand Only Dollars  
BB&T  
BRANCH BANKING AND TRUST COMPANY  
FAIRFAX, VIRGINIA  
For BROKER (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) ⑆01915 ⑆000001000000⑆



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

1920

Date 10/31/05 68-531/560  
50102

Pay to the Order of (b) (6), (b) (7)(C) \$ 1,000.00

One Thousand & 00/100 Dollars

**BB&T**  
BRANCH BANKING AND TRUST COMPANY  
FAIRFAX, VIRGINIA

For NOV. (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) 01920 ⑈0000100000⑈

GUARANTY SAFETY GREEN WOOL

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

1933

Date Dec. 28 '05 68-531/560  
50102

Pay to the Order of (b) (6), (b) (7)(C) \$ 1,500.-

Fifteen Hundred Only (One Thousand Five hundred) Dollars

**BB&T**  
BRANCH BANKING AND TRUST COMPANY  
FAIRFAX, VIRGINIA

For December (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) 01933 ⑈0000150000⑈

GUARANTY SAFETY GREEN WOOL

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

1937

Date 01/31/06 68-531/560  
50102

Pay to the Order of (b) (6), (b) (7)(C) \$ 1,000.-

One Thousand Only Dollars

**BB&T**  
BRANCH BANKING AND TRUST COMPANY  
FAIRFAX, VIRGINIA

For FEB. 06 (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) 01937 ⑈0000100000⑈

GUARANTY SAFETY GREEN WOOL

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

1943

Date Feb. 27 '06 68-531/560  
50102

Pay to the Order of (b) (6), (b) (7)(C) \$ 900.00

Nine hundred Only Dollars

**BB&T**  
BRANCH BANKING AND TRUST COMPANY  
FAIRFAX, VIRGINIA

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

(b) (6), (b) (7)(C) 01943 ⑈0000090000⑈

GUARANTY SAFETY GREEN WOOL

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

1946

Date 03/24/06 68-531/560  
50102

Pay to the Order of (b) (6), (b) (7)(C) \$ 1,000.-

One Thousand Only Dollars

**BB&T**  
BRANCH BANKING AND TRUST COMPANY  
FAIRFAX, VIRGINIA

For (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) MP

⑆01946⑆ ⑆0000100000⑆

GUARANTY SAFETY GREEN WOOD

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

1950

Date May 01 '06 68-531/560  
50102

Pay to the Order of (b) (6), (b) (7)(C) \$ 1,000.-

One Thousand Only Dollars

**BB&T**  
BRANCH BANKING AND TRUST COMPANY  
FAIRFAX, VIRGINIA

For (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) MP

⑆01950⑆ ⑆0000100000⑆

GUARANTY SAFETY GREEN WOOD

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

1954

Date May 25 '06 68-531/560  
50102

Pay to the Order of (b) (6), (b) (7)(C) \$ 1,000

One Thousand Only Dollars

**BB&T**  
BRANCH BANKING AND TRUST COMPANY  
FAIRFAX, VIRGINIA

For (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) MP

⑆01954⑆ ⑆0000100000⑆

GUARANTY SAFETY GREEN WOOD

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

1958

Date 06/30/06 68-531/560  
50102

Pay to the Order of (b) (6), (b) (7)(C) \$ 1,000.—

*One Thousand* Dollars

**BB&T**  
BRANCH BANKING AND TRUST COMPANY  
FAIRFAX, VIRGINIA

For *Rent* (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) 01958 0000100000

GUARDIAN SAFETY GREEN PAPER

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

1959

Date 07/01/06 68-531/560  
50102

Pay to the Order of (b) (6), (b) (7)(C) \$ 1,000.—

*One Thousand* Dollars

**BB&T**  
BRANCH BANKING AND TRUST COMPANY  
FAIRFAX, VIRGINIA

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

(b) (6), (b) (7)(C) 01959 0000100000

GUARDIAN SAFETY GREEN PAPER





"(b) (6), (b) (7)(C)" (USADC)"  
<(b) (6), (b) (7)(C)@usdoj.gov>

10/14/2009 12:02 PM

To (b) (6), (b) (7)(C)@gsa.gov>

cc

bcc

Subject (b) (6) FEC matter

History: This message has been replied to.

Dear Special Agent (b) (6), (b) (7)(C)

(b)(5)

Sincerely,

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

Assistant United States Attorney  
Fraud and Public Corruption Section  
District of Columbia

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

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





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**U.S. GENERAL SERVICES ADMINISTRATION**  
**Office of Inspector General**

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July 2, 2010

MEMORANDUM FOR: (b) (6), (b) (7)(C)  
ASSISTANT SPECIAL AGENT-IN-CHARGE (JI-W)

FROM: (b) (6), (b) (7)(C)  
SPECIAL AGENT (JI-W)

SUBJECT: Report of Investigation re:  
**Employee Misconduct**

Case Number: Z-10-H-0344

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


This case was initiated based on a complaint letter alleging (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) Strategic Planning and Analysis Branch, Federal Acquisition Service (FAS), improperly pressured a subordinate employee to defer jury duty and forged the employee's signature on a letter to the clerk of the Loudon County Circuit Court requesting the employee be excused from jury duty. This office reviewed the investigative file of the General Services Administration (GSA) Human Resources (HR) division, which initially investigated the matter; conducted additional interviews and inquiries; and presented the case to the Commonwealth Attorney's Office for Loudon County, Virginia for consideration of possible criminal prosecution.

The complaint alleges that in November 2009, (b) (6), (b) (7)(C) exerted pressure on a subordinate employee to seek deferment of from jury duty in Loudon County, Virginia, so that the employee could attend an event and receive on-the-job training from a more experienced employee. On the night before the employee's scheduled jury service, the complainant alleged that (b) (6), (b) (7)(C) wrote a letter purporting to be from the employee that requested deferment of the employee's jury service. The letter stated the employee's job could be negatively impacted if the employee served jury duty that day. (b) (6), (b) (7)(C) signed the employee's name to the letter as if the employee had written and signed it.

This office reviewed the interview notes of (b) (6), (b) (7)(C) HR Specialist (Employee Relations), who interviewed (b) (6), (b) (7)(C) and the employee who was summoned for jury duty. (b) (6), (b) (7)(C) supervisor, (b) (6), (b) (7)(C), was also interviewed. Based on those interviews, it was unclear whether the employee consented to (b) (6), (b) (7)(C) writing and signing the letter on the employee's behalf, although it was clear the employee felt pressured into seeking deferment of jury service.

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On May 12, 2010, prior to the conclusion of this office's investigation, (b) (6), (b) (7)(C), Acting Deputy Commissioner, GSA FAS, (b) (6), (b) (7)(C)



The Loudon County Commonwealth Attorney's Office declined to prosecute (b) (6), (b) (7)(C) due to insufficient evidence of criminal activity.

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**U.S. GENERAL SERVICES ADMINISTRATION**  
**Office of Inspector General**

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August 2, 2010

MEMORANDUM FOR:

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

FROM:

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)  
SPECIAL AGENT (JI-W)

SUBJECT:

Report of Investigation re:

**MOTOROLA-FALSE CLAIMS  
QUI TAM**

Case Number: I-07-0127

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

On February 16, 2007, the General Services Administration (GSA) Office of Inspector General (OIG), National Capital Region Office of Investigations (JI-W), received information of a Qui Tam filed by a Relator alleging MOTOROLA Inc. (MOTOROLA) defrauded the United States Government by failing to provide GSA with current and accurate discounting practice information during contract negotiations for GSA contract# GS-35F-1125D. The Relator alleged MOTOROLA's failure to disclose accurate discount information resulted in overcharges to the United States Government in excess of \$100 million dollars.

From June 2007 to March 2008, GSA OIG Special Agents, General Counsel, and officials from the U.S. Department of Justice reviewed GSA contract files GS-35F-1125D and GS-35F-0004L, reviewed documents obtained from MOTOROLA through an Inspector General subpoena, conducted interviews of former MOTOROLA employees and current GSA procurement officials.

On February 24, 2010, The Relator voluntarily dismissed the civil complaint filed against MOTOROLA. The Reporting Agent was subsequently informed by officials at the U.S. Department of Justice that the United States Government declined intervention of the complaint against MOTOROLA.

This matter does not require any further investigation or action.





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**Northeast Regional Investigations Office**

April 15, 2011

MEMORANDUM FOR THE FILE

FROM:

(b) (6), (b) (7)(C)  
SPECIAL AGENT IN CHARGE (JI-2)

SUBJECT:

**CASE CLOSING MEMORANDUM**

COGENERATION PLANT- MISMANAGEMENT  
201 VARICK STREET, NEW YORK, NY

File Number: I0920929

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

On September 23, 2008, the General Services Administration (GSA), Office of Inspector General (OIG), Northeast Regional Investigations Office (JI-2), received information from (b) (7)(D), that the CoGeneration Plant (CGP) project, Contract GS-00P-05-BSD-0359, located at 201 Varick Street, NY, was mismanaged. (b) (7)(D) stated the project began in 2004, under the direction of (b) (6), (b) (7)(C), GSA-Manhattan Service District, 26 Federal Plaza, New York, NY, and was completed in 2007. The Operating and Maintenance (O&M) expense required to service the CGP was not considered and resulted in the CGP sitting dormant when the warranty expired. (b) (7)(D) was not sure if the CGP involved fraud, but believed the project was mismanaged. The following summarizes the results of our investigation.

On March 19, 2009, a JI-2 Special Agent interviewed (b) (6), (b) (7)(C), Contract Specialist, GSA, Public Building Service (PBS), 26 Federal Plaza, New York, NY, who provided the following information. (b) (6), (b) (7)(C) stated (b) (6) was assigned the CGP project, GS-00P-05-BSD-0359, (b) (6), (b) (7)(C). The project cost GSA \$8 million to install, and the installation was completed in September 2007. However, the plant was not used until October 2008. (b) (6) stated it was difficult to find a contractor who qualified to provide GSA with an O&M agreement for the CGP. (b) (6) stated that most PBS installation contracts and O&M contracts are prepared simultaneously. However, this installation contract was signed and approved before the terms of the O&M contract were agreed upon. (b) (6) stated GSA was still trying to finalize terms of an O&M contract with Con Edison Solutions (CES), 100 Summit Lake Drive, Valhalla, NY, 10595, with CES requesting GSA to cap its liability at

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ten million dollars to service the CGP. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C), retired GSA Contracting Officer, signed off on the installation contract knowing that the O&M contract details were not agreed upon between GSA and CES. (b) (6) stated the CGP was supposed to save GSA \$250,000 a year if CES serviced it. However, it is now going to cost GSA over \$300,000 a year to operate it.

On July 9, 2009, JI-2 Special Agents interviewed (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) Property Manager, GSA/PBS, 290 Broadway, New York, NY, who provided the following information. After only being with GSA for under a year, (b) (6) was tasked by GSA management to correct the problems GSA was having with the CGP. CGP was to make 201 Varick Street a self sustainable building and to conserve energy, "go green." At the time of the interview, (b) (6), (b) (7)(C) stated the CGP runs but does not stay running due to ongoing mechanical problems and exorbitant contractor tariffs. The GSA contract required the CGP be commissioned by CES, which (b) (6), (b) (7)(C) explained commissioned to mean that the plant must be running for a predetermined amount of time. (b) (6), (b) (7)(C) stated the predetermined amount of time is usually approximately 10,000 hours. CES ran the CGP for about two weeks but did not properly commission CGP as required by the contract. (b) (6), (b) (7)(C) stated there was no service contract for the CGP, and that CES stated they would run the CGP because other contractors are not capable or willing to run the CGP successfully. (b) (6) stated that the CGP cost GSA \$8 million to install. Additionally, (b) (6) stated it would take at least five-hundred thousand dollars to get the plant running properly and then about a million dollars a year to have full time stationary engineers on site to maintain it. (b) (6), (b) (7)(C) opined that these additional expenses incorporated with the initial anticipated operation expenses of the CGP would cost GSA more money than the project would ever provide in savings.

On November 12, 2009, JI-2 Special Agents interviewed (b) (6), (b) (7)(C), Acquisition (b) (6), (b) (7)(C), GSA/PBS, 26 Federal Plaza, New York, NY, who provided the following information. (b) (6) was the (b) (6), (b) (7)(C) of GSA's Manhattan Service Center at the time CGP's negotiations were taking place. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) removed the responsibility of the O&M from the contract, and (b) (6) understanding was that (b) (6), (b) (7)(C) wanted to change how the O&M on the CGP would be done. (b) (6), (b) (7)(C) attempted to renegotiate the O&M contract with CES, after (b) (6), (b) (7)(C) retired, but was unsuccessful. CES agreed to ensure the CGP was up and running for two weeks, but left after running the CGP for a few days. The CGP started leaking after CES left. It is common for PBS to award the installation contract for a project to one contractor and award the O&M contract for the same project to a different contractor. (b) (6), (b) (7)(C) stated GSA was not misled by CES; however, terms regarding the O&M could not be agreed upon after the installation contract was awarded.

On September 10, 2010, a JI-2 Special Agent re-interviewed (b) (6), (b) (7)(C), Contract Specialist, GSA/PBS, who provided the following information. (b) (6) stated that the negotiation for the CGP project was already in progress when the contract was assigned to (b) (6), (b) (7) in (b) (6), (b) (7). The installation of the CGP was completed in 2007; however, the CGP was not used until October 2008. At the time the contract was outlined, GSA did not have the expertise of a CGP contract. As a result, GSA relied on CES. The contract for

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installation was approved by GSA before the terms and conditions of O&M contract was agreed upon. CES subsequently did not agree to any of the terms and conditions offered by GSA regarding the O&M work. [REDACTED] was unhappy as to the way the project turned out. The CGP is now working but through another O&M contract. [REDACTED] opined that CES did not do anything illegal but did not act in good faith.

On October 26, 2010, a JI-2 Special Agent interviewed [REDACTED], [REDACTED] CES, who provided the following information. [REDACTED] was the [REDACTED] on the CGP project. CES did not have any problems with GSA during the construction of the CGP. The terms and conditions of the O&M could have been negotiated before the contract was signed; however, CES could not reach an agreement with GSA. GSA had the option of setting the contract in motion without an O&M contract in place and that is what they did. CES wanted an O&M contract before the commencement of the project but could not reach an agreement with GSA and GSA wanted to go ahead with the project. After the project was completed, GSA did not operate the plant for about a year because they did not have the O&M contract in place. CES never walked away from the job. [REDACTED] stated that CES assists GSA and the company which currently has the O&M contract for the CGP when they need assistance with maintenance. [REDACTED] claimed that CES provides assistance to GSA without financial reimbursement because CES has a name to maintain. The projection of a \$250,000 yearly profit to GSA by CES was not a contractual requirement nor was it a guaranteed savings. [REDACTED] opined that CES did not do anything wrong according to the contract.

On January 10, 2011, a JI-2 Special Agent received from [REDACTED] part of the O&M contract for the CGP. The O&M states that the contract number is GS-06F-0025R, and the contractor is LB&B Associates Inc. (LB&B), 9891 Broken Land Parkway, Suite 400, Columbia, MD 21046. The O&M contract outlines LB&B's responsibilities in maintaining the CGP from December 1, 2010 through December 31, 2012.

Based upon interviews of both GSA and CES personnel, it appears the contract for the CGP installation was awarded to CES prior to any agreement being made upon the O&M aspect of the project. This resulted in GSA and CES not being able to come to an agreement on an O&M contract, which consequently resulted in the CGP being inactive for a period of time. This investigation did not disclose any indicators of criminal or civil fraud associated with the GSA contracts; however, the quick award of the contract by GSA prior to establishing an O&M agreement with CES appears to have played a role in the subsequent issues that have plagued the project over the last few years.

Consequently, JI-2 has concluded its investigation and no further action is warranted.







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

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September 9, 2011

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

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

SUBJECT: Case Closing Memorandum

Case Title: SUSPECTED WEX CREDIT CARD FRAUD -  
G41-1607G - PITTSBURGH, CA AND SURROUNDING  
AREA  
Case Number: I1090943

This memorandum presents the findings of our investigation.

On August 26, 2010, (b) (6), (b) (7)(C), Region 9 (b) (6), (b) (7)(C) Card Services Team, Fleet Management Division, Federal Acquisition Service, U.S. General Services Administration (GSA), notified the Pacific Rim Regional Office of Investigations (JI-9) of possible fraudulent Wright Express (WEX) credit card transactions associated with U.S. Government vehicle number G41-1607G, a National Parks Service (NPS) vehicle. According to (b) (6), (b) (7)(C) over 150 suspected fraudulent transactions totaling \$12,508.47 were posted to the WEX card during the period of July 27, 2010, to August 22, 2010.

On September 10, 2010, JI-9 agents met with the managers of three of the gas stations where the WEX card was used to gather any available information regarding the suspect transactions. (b) (6), (b) (7)(C), the manager of the Circle K station in Pittsburg, CA, said (b) (6), (b) (7)(C) noticed suspicious activity around the fuel pumps on August 19<sup>th</sup> and went outside to see what was happening. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) saw two (b) (6), (b) (7)(C) males who appeared to be collecting money and assisting other individuals fueling various vehicles. (b) (6), (b) (7)(C) noted the license plate numbers of several vehicles, including the plate number (b) (6), (b) (7)(C) (California license plate number (b) (6), (b) (7)(C)) of a vehicle that may have been driven by one of the aforementioned (b) (6), (b) (7)(C) males. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) called the Pittsburg Police Department and subsequently reported the suspicious activity to Officer (FNU) (b) (6), (b) (7)(C).

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On September 10, 2010, JI-9 determined that Pittsburg Police Department wrote a report on the incident but took no further action.

During the period of September 10 – 28, 2010, JI-9 agents obtained vehicle registration data associated with the license plate numbers provided by (b) (6), (b) (7)(C) with increased interest on California license plate number (b) (6), (b) (7)(C). The data revealed that California license plate (b) (6), (b) (7)(C) corresponded to a 1986 Toyota sedan registered to (b) (6), (b) (7)(C) in San Francisco. Agents determined the address for (b) (6), (b) (7)(C) was a commercial mail box, and subsequently identified a possible physical address for (b) (6), (b) (7)(C) in Bay Point, CA.

On September 20, 2010, JI-9 agents interviewed (b) (6), (b) (7)(C), Property Technician/Vehicle Coordinator, NPS, San Francisco, CA. (b) (6), (b) (7)(C) said that on August 2, 2010, (b) (6), (b) (7)(C), Office Operations (b) (6), (b) (7)(C) Park Stewardship and Volunteer Management Programs, Golden Gate National Parks Conservancy, notified (b) (6), (b) (7)(C) via email that the WEX card for G41-1607G was lost. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) contacted GSA via email on August 3, 2010, and requested a new WEX card. (b) (6), (b) (7)(C) said that when the replacement card did not arrive, (b) (6), (b) (7)(C) contacted GSA again via email on August 23, 2010, and repeated (b) (6), (b) (7)(C) request for a replacement card. (b) (6), (b) (7)(C) said the replacement card arrived shortly after the second request. (b) (6), (b) (7)(C) recalled that during a routine monthly review of vehicle usage conducted after (b) (6), (b) (7)(C) second request for a replacement card, (b) (6), (b) (7)(C) noticed the lost WEX card had been used repeatedly from July 27, 2010, through August 22, 2010. (b) (6), (b) (7)(C) advised that the Golden Gate National Parks Conservancy, the non-profit branch of the NPS, used G41-1607G and that (b) (6), (b) (7)(C) maintained the vehicle use logs.

On September 20, 2010, JI-9 agents interviewed (b) (6), (b) (7)(C) who advised (b) (6), (b) (7)(C) learned on July 30, 2010, that the WEX card was missing. (b) (6), (b) (7)(C) noted that the WEX card was kept in a blue and pink wallet and both the wallet and WEX card were missing. (b) (6), (b) (7)(C) stated that when not in use, all the office vehicles were normally parked with the doors locked in the parking lot outside Building 34 at Fort Mason in San Francisco and the keys were kept inside Building 34. (b) (6), (b) (7)(C) said there was no evidence of any forced entry into the vehicle or Building 34. (b) (6), (b) (7)(C) advised that (b) (6), (b) (7)(C) tracked vehicle use by the staff on a calendar that (b) (6), (b) (7)(C) maintained and noted that, according to (b) (6), (b) (7)(C) calendar, G41-1607G was last fueled on July 21, 2010.

On September 20, 2010, JI-9 agents interviewed (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) Park Stewardship Programs, Golden Gate National Parks Conservancy, San Francisco, CA. (b) (6), (b) (7)(C) advised (b) (6), (b) (7)(C) reviewed the fuel transactions for the missing WEX card and plotted the locations of the transactions on a map and discovered that the majority were in Pittsburg, Antioch, and Bay Point – all in California. Based on that observation, (b) (6), (b) (7)(C) opined a possible suspect could be (b) (6), (b) (7)(C), a trail crew volunteer. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) age (b) (6), (b) (7)(C) came to the Park Stewardship Program from a program for troubled youths. (b) (6), (b) (7)(C) described (b) (6), (b) (7)(C) as a good worker who earned \$25 a day in addition to free housing. (b) (6), (b) (7)(C) advised that (b) (6), (b) (7)(C) has access to Building 34 both during the day and after hours. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) previously worked for Espy's Carpet Care, a carpet business in Pittsburg, and might still work there occasionally. (b) (6), (b) (7)(C) said Espy's

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Carpet Care is located in close proximity to several of the gas stations where the fraudulent transactions took place. (b) (6), (b) (7)(C) said that according to emergency contact information that (b) (6), (b) (7)(C) office maintains, (b) (6), (b) (7)(C) has a (b) (6), (b) (7)(C) who lives in Antioch. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) has a California driver's license but does not have a car.

On December 9, 2010, JI-9 agents attempted to locate (b) (6), (b) (7)(C) at the Bay Point address, but the current residents stated they had lived there since July 2010 and did not know (b) (6), (b) (7)(C).

On December 9, 2010, JI-9 agents telephoned (b) (6), (b) (7)(C) who refused to meet in-person with the agents. During the phone conversation, (b) (6), (b) (7)(C) denied knowing anything about the WEX card theft and unauthorized use. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) only used a gas card once while working for the Trail Crew at the Golden Gate National Parks Conservancy in the summer of 2010. (b) (6), (b) (7)(C) denied ever using a gas card while in the Golden Gate National Parks Conservancy Stewardship Program between June and July in 2009. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) previously lived in Antioch and went to high school there. (b) (6), (b) (7)(C) denied knowing (b) (6), (b) (7)(C) and declined to assist the agents in reviewing surveillance video.

On March 16, 2011, JI-9 agents then obtained employment information from California Employment Development Department which disclosed (b) (6), (b) (7)(C) last recorded employment was in 2007.

Due to the inability to locate (b) (6), (b) (7)(C) and no specific evidence linking (b) (6), (b) (7)(C) to the WEX card theft, this investigation is closed. If further information is developed, this investigation will be reopened.

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

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June 14, 2012

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

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

SUBJECT: Case Closing Memorandum

Threats to Release Personally Identifiable Information

(b) (6), (b) (7)(C)  
Administrative Support Contractor  
Plaza Personnel, LTD  
4047 Central Street, Kansas, City, MO

File Number: Z1010769

This investigation was initiated on August 2, 2010, when the U.S. General Services Administration (GSA), Office of Inspector General, New England Regional Investigations Office (JI-1), received information from (b) (6), (b) (7)(C) Northeast Operations Center, Supplier Management, Federal Acquisition Service (FAS), regarding (b) (6), (b) (7)(C), Administrative Support Contractor, GSA/FAS, hired under GSA contract number GS-07F-0023N, Plaza Personnel, LTD., 4047 Central Street, Kansas City, MO. (b) (6), (b) (7)(C) reported that on July 29, 2010, (b) (6), (b) (7)(C) allegedly told another GSA contract employee about a database (b) (6), (b) (7) discovered containing GSA FAS/Supplier Management personnel's Personally Identifiable Information (PII) and told this employee that when (b) (6), (b) (7) quit (b) (6), (b) (7) job (b) (6), (b) (7) would leave with a "bang" by using the PII against GSA. The following morning, this incident was reported to the Department of Homeland Security, Federal Protective Service (DHS/FPS) before (b) (6), (b) (7)(C) reported to work. Immediately after learning of the incident, GSA Information Technology (IT) Division removed the laptop assigned to (b) (6), (b) (7)(C) from the office to determine if the file with the PII data had been copied, forwarded or printed. Upon (b) (6), (b) (7)(C) arrival for work on July 30, 2010, (b) (6), (b) (7) was relieved from duty and (b) (6), (b) (7) government identification card was confiscated before the DHS/FPS escorted (b) (6), (b) (7) out of the Thomas P. O'Neill, Federal Office Building (FOB), Boston, MA. In addition to reporting this incident to JI-1, (b) (6), (b) (7)(C) also reported the incident to the GSA Office of the Senior Agency Information Security Officer. JI-1 obtained and reviewed a copy of the DHS/FPS incident report which corroborated (b) (6), (b) (7)(C) complaint.

JI-1 obtained the hard drive that was removed from the laptop assigned to (b) (6), (b) (7)(C) and it was sent to a JI-3 Special Agent certified as a Seized Computer Evidence Recovery Specialist (SCERS) to conduct a forensic examination of the hard drive for any evidence that (b) (6), (b) (7)(C)

accessed files containing PII data and to determine if any of the PII data was downloaded, emailed or transferred to any other device. On September 14, 2010, the SCERS Special Agent obtained a disk which contained (b) (6), (b) (7)(C) network share storage where (b) (6), (b) (7)(C) Lotus Notes e-mail archive files were maintained.

On October 7, 2010, the SCERS Special Agent provided a forensic report of the hard drive and Lotus e-mail account assigned to (b) (6), (b) (7)(C). The examination concluded (b) (6), (b) (7)(C) had access to a [shared] file (b) (6), (b) (7)(C), the file containing PII data. However, the examination showed (b) (6), (b) (7)(C) only accessed this file on July 29, 2010, the day (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) saw the file on (b) (6), (b) (7)(C) computer. There was no evidence (b) (6), (b) (7)(C) downloaded the file onto the hard drive. There was evidence that three external devices were attached to (b) (6), (b) (7)(C) assigned laptop when (b) (6), (b) (7)(C) was logged on (b) (6), (b) (7)(C) computer, however, there was no corollary information between the insertion of external devices and the access to the file in question. It was noted in the report that only the most recent date and time the external device was attached to the hard drive would be maintained in the Microsoft Windows registry. No definitive evidence was identified that (b) (6), (b) (7)(C) downloaded files to an external device although it is possible to transfer files to an external device without leaving evidence that such an action took place. The review of the Lotus e-mail account did not identify any relevant information.

On November 16, 2010, JI-1 Special Agents interviewed (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) had only mistakenly opened that file containing the PII data within the database (b) (6), (b) (7)(C) on July 29, 2010. (b) (6), (b) (7)(C) claimed (b) (6), (b) (7)(C) clicked on an icon on the left window pane of the file (b) (6), (b) (7)(C) was working with when the file containing the PII data appeared. (b) (6), (b) (7)(C) said prior to this date (b) (6), (b) (7)(C) had not entered that file and did not know it existed. [This corroborates the information contained in the SCERS forensic report] (b) (6), (b) (7)(C) denied showing the file with the PII data to anyone and stated (b) (6), (b) (7)(C) did not copy, download, print or otherwise remove the information in that file for any reason or to cause harm towards GSA employees. (b) (6), (b) (7)(C) denied showing the file in question to (b) (6), (b) (7)(C), GSA Contract Employee, or making any threatening remarks about what (b) (6), (b) (7)(C) would do with the information when (b) (6), (b) (7)(C) was no longer working at the GSA facility. When asked why (b) (6), (b) (7)(C) did not report discovering the database file to (b) (6), (b) (7)(C) supervisor, (b) (6), (b) (7)(C) claimed (b) (6), (b) (7)(C) supervisor left the office at 2:30 p.m. and had planned on reporting it the following day. [The SCERS forensic report indicated the file in question was accessed by (b) (6), (b) (7)(C) at 1:59 p.m.] The following day (b) (6), (b) (7)(C) employment at GSA was terminated.

On November 19, 2010, JI-1 Special Agents re-interviewed (b) (6), (b) (7)(C) who reiterated what (b) (6), (b) (7)(C) reported to (b) (6), (b) (7)(C) supervisor and the DHS/FPS on July 30, 2010.

On November 22, 2010, JI-1 was advised that (b) (6), (b) (7)(C) computer was no longer in the system to check when the Microsoft Office Windows 2007 migration was performed but other computers in the area appeared to have been migrated on June 8, 2010. According to all of the information JI-1 received, it appears that the file in question was only shared on other computers when this migration was performed. Since this incident occurred, however, the database file with the PII data was modified to delete PII data and further encryption was going to be used.

According to (b) (6), (b) (7)(C) the database file containing the spreadsheet with PII data was restricted to GSA FAS/Supplier Management personnel in Boston, MA. There were seventy five (75) names on the spreadsheet, both former and current employees where emergency contact information was viewable (i.e. home address, telephone numbers and dates of birth), and of those, approximately nine (9) employees Social Security Account Numbers (SSAN) were in view. (b) (6), (b) (7)(C) further advised that the nine employees where the SSAN's may have been breached were offered free credit monitoring services for one year.

JI-1 does not contemplate any further investigation on this matter, and the case is closed.



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Northeast and Caribbean Regional Investigations Office

December 21, 2009

MEMORANDUM FOR THE FILE

FROM:

(b) (6), (b) (7)(C)(b) (6), (b) (7)(C)  
SPECIAL AGENT IN CHARGE (JI-2)

SUBJECT: Case Closing Memorandum

GSA New England Region Holiday Party  
GSA/Public Building Service  
New England Region  
Boston, MA 02222

File Number: Z1010188

On December 11, 2009, the GSA/Office of Inspector General (OIG), Boston Resident Field Investigations Office (JI-1), received an email complaint alleging possible waste, fraud and abuse by GSA/Public Building Service (PBS), New England Region, personnel attending a December 2009 "All Hands" meeting that coincides with a previously scheduled Holiday party. The complainant states this event occurs annually and it is costing the taxpayers thousands of dollars each year and believes it is waste, fraud and abuse.

According to the complainant, GSA associates from the New England Region were paid per diem for three days to attend the "All Hands" meeting and later stayed for the holiday party. Additionally, the complainant further states that the meeting was a "farce" and that it concluded at 2:00 p.m., giving the associates ample time to return to their duty locations or home.

In November 2008, JI-1 received a similar complaint on the same subject and it was documented under Case File Number Z0910081. This case was determined to be a management issue and was forwarded to Dennis R. Smith, Regional Administrator, New England Region, for management review. On May 4, 2009, Acting Regional Administrator Glenn C. Rotondo responded by advising that these meetings were legitimate, substantive meetings designed to review critical regional issues, provide training and strengthen morale. Acting Regional Administrator Rotondo further advised that it was regional management's practice to plan the holiday party to coincide with these meetings in order to afford associates who are not located in Boston the opportunity to meet with their fellow employees in a business as well as social setting.

JI-1 will not conduct an investigation into this matter, and this case will be closed.

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June 19, 2012

MEMORANDUM FOR THE FILE

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

SUBJECT: Case Closing Memorandum

GSA NEW ENGLAND REGION HOLIDAY PARTY

File Number: Z1010188

On December 11, 2009, the U.S. General Services Administration (GSA), Office of Inspector General (OIG), New England Regional Investigations Office (JI-1), received an email complaint alleging possible fraud, waste and abuse by GSA, Public Building Service (PBS), New England Region personnel attending a December 2009 "All Hands" meeting that coincided with a previously scheduled holiday party. The complainant stated this event occurred annually and was costing the taxpayers thousands of dollars each year and believes it was waste, fraud and abuse. According to the complainant, GSA New England Region employees were paid per diem for three days to attend an "All Hands" meeting and later stayed for the holiday party. Additionally, the complainant further states that the meeting was a "farce" and that it concluded at 2:00 p.m., giving the associates ample time to return to their duty locations or home.

JI-1 Special Agents reviewed relevant documents and interviewed GSA New England Region employees who authorized and coordinated the All Hands meeting and holiday party held on December 9, 2009. JI-1 Special Agents also interviewed a sample of GSA New England Region employees who attended both the All Hands meeting and holiday party held on December 9, 2009. All GSA employees interviewed stated the All Hands meeting served a legitimate purpose and need for the GSA employees who attended. According to those interviewed, the training began at 8:30 a.m. and concluded at approximately 3:30 p.m. Those who authorized and coordinated both functions advised the All Hands meeting was held in disregard for the holiday party. All GSA employees interviewed advised the GSA New England Region holiday party held on December 9, 2009, was attended voluntarily and absolutely no government funds were used to pay for the event. Those who attended the holiday party paid \$30.00 each, which was used to cover all of the costs for the event. An interview was conducted of the non-GSA affiliated General Manager hosting the holiday party who provided a receipt/invoice and corroborated how payments were made for the event. Additionally, a review was conducted of all travel vouchers associated with and submitted by GSA New England Region employees for the All Hands meeting and holiday party. All vouchers appeared to be in accordance with GSA policies and regulations.

This investigation did not substantiate the claims made on December 11, 2009. This investigation is now closed.

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