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Description of document: Report of Investigation (ROI), Closing Memorandum, and Final Report for twenty-six specific General Services Administration (GSA), Office of Inspector General (OIG) investigations, 2008-2012

Requested date: 04-June-2012

Released date: 12-July-2012

Posted date: 21-January-2013

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

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

July 12, 2012

Re: Freedom of Information Act Request (OIG Tracking No.: 12-87)

This is in response to your letter dated June 4, 2012, to the General Services Administration (GSA), Office of Inspector General (OIG), in which you requested "a copy of the Report of Investigation (ROI), the Closing Memorandum and the Final Report" for thirty-four specific GSA OIG Investigations. Your request was received in the OIG on June 14, 2012.

We searched the Office of Inspector General's records. There are no responsive documents for eight of the investigations listed in your request.

Of the remaining twenty-six investigations listed in your request, we are releasing responsive documents with certain information redacted pursuant to Exemptions 4, 5, 6, 7(C), and 7(E) of the Freedom of Information Act (FOIA). Exemption 4 of the FOIA, 5 U.S.C. § 522(b)(4), protects trade secrets and commercial or financial information obtained from a person that is privileged or confidential. Exemption 5 of the FOIA, 5 U.S.C. § 552(b)(5), exempts from disclosure information pertaining to an agency's decision-making process. Exemption 6 of the FOIA, 5 U.S.C. § 522(b)(6), relates to personal information regarding persons other than yourself. Release of this information would constitute a clearly unwarranted invasion of the personal privacy of the persons mentioned in the records. Information withheld pursuant to Exemption 7(C) of the FOIA, 5 U.S.C. § 522(b)(7)(C), relates to personal information regarding persons other than yourself that is contained in investigatory files. Release of this information could reasonably be expected to constitute an unwarranted invasion of the personal privacy of the persons mentioned in the records. In one report, only Exemption 7(C) is marked in the redacted area. We are also claiming Exemption 6 for the areas marked Exemption 7(C).

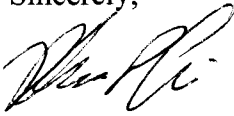
Finally, Exemption 7(E) of the FOIA, 5 U.S.C. § 522(b)(7)(E), protects information that would disclose techniques and procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or



prosecutions if such disclosure could reasonably be expected to risk circumvention of the law.

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,

A handwritten signature in black ink, appearing to read "R. Levi", written over a horizontal line.

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

Enclosure



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

April 3, 2012

MEMORANDUM FOR:

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

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

FROM:

(b) (6), (b) (7)(C)
SPECIAL AGENT
NATIONAL CAPITAL REGION
INVESTIGATIONS OFFICE (JI-W)

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

SUBJECT:

Report of Investigation: **GSA EMPLOYEE, (b) (6), (b) (7)(C)**
— POTENTIAL MISUSE OF GSA COMPUTERS

Case Number: I-12-W-3233

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

On August 31, 2010, our office received an allegation regarding General Services Administration (GSA) Public Buildings Service, Office of Organizational Resources employee, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C). It was reported that (b) (6), (b) (7)(C) bragged about (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) having access to Personally Identifiable Information (PII) at GSA, and providing that information to others (names not given).

The investigation revealed (b) (6), (b) (7)(C) did not provide PII to anyone outside of the government however; (b) (6), (b) (7)(C) acknowledged letting (b) (6), (b) (7)(C) children play games make phone calls and send text messages on (b) (6), (b) (7)(C) GSA issued blackberry. (b) (6), (b) (7)(C) further advised that (b) (6), (b) (7)(C) has the password for (b) (6), (b) (7)(C) government issued blackberry and laptop and has accessed Facebook on the laptop.

On November 1, 2010, (b) (6), (b) (7)(C) GSA Government issued laptop was forensically imaged. On May 5, 2011, a GSA OIG Evidence Technician (ET) completed a forensic examination of an imaged copy of (b) (6), (b) (7)(C) government owned laptop. The purpose of the examination was to determine if the laptop was used to provide PII to others outside of the government. The review did not reveal PII being shared however; it did identify Facebook chat logs found on the imaged drive.

On October 25, 2011, (b) (6), (b) (7)(C) was interviewed and disclosed the following: (b) (6), (b) (7)(C) has been employed at GSA for approximately twenty one years. (b) (6), (b) (7)(C) is an (b) (6), (b) (7)(C) and uses the following internal databases to perform (b) (6), (b) (7)(C) duties: E2 Super-user, E-TAMS, Fed Desk and Sharepoint store. (b) (6), (b) (7)(C) establishes new user accounts for some systems such as Fed-Desk and has access to GSA employee's PII such as social security numbers and dates of birth.

National Capital Region
Investigations Office (JI-W)
300 D ST SW, Washington, DC 20024
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(b) (6), (b) (7)(C) has had training on how to treat PII. (b) (6), (b) (7)(C) is also aware of GSA's policy on the use of government computers.

(b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) does not have a close relationship with (b) (6), (b) (7)(C) has not seen (b) (6), (b) (7)(C) in a year but speaks with (b) (6), (b) (7)(C) periodically. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) father told people in an internet chat room that (b) (6), (b) (7)(C) worked for the federal government and that (b) (6), (b) (7)(C) could look up anyone. It was because (b) (6), (b) (7)(C) boasting in the chat room that a guy emailed (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) GSA email account and asked if (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) responded to the email and informed the individual that (b) (6), (b) (7)(C). The individual posted (b) (6), (b) (7)(C) comments on a blog in the chat room. (b) (6), (b) (7)(C) had (b) (6), (b) (7)(C) log onto the chat room website to see what was said about (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) not to tell (b) (6), (b) (7)(C) anything about the blogs and to keep (b) (6), (b) (7)(C) out of it.

(b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) takes (b) (6), (b) (7)(C) government issued cell phone and makes calls and sends text messages against (b) (6), (b) (7)(C) wishes. (b) (6), (b) (7)(C) also uses (b) (6), (b) (7)(C) government issued computer to access Facebook. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) knows the password for (b) (6), (b) (7)(C) government issued computer and (b) (6), (b) (7)(C) government issued blackberry. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was aware of GSA's rules about not sharing passwords.

(b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) made (b) (6), (b) (7)(C) supervisor, (b) (6), (b) (7)(C), aware of (b) (6), (b) (7)(C) using (b) (6), (b) (7)(C) government issued blackberry a week prior to the interview.

On March 15, 2012, (b) (6), (b) (7)(C) PBS, GSA, for Violation of General Administration Agency Order, ADM 7800.11a, Personal Use of Agency Office Equipment and GSA Information Technology, General Rules of Behavior CIO 2104.1.

This matter does not require any further investigation or action.



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

February 22, 2012

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

MEMORANDUM FOR:

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

SPECIAL AGENT IN CHARGE (JI-W)

FROM:

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

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

SUBJECT:

Report of Investigation: (b) (6), (b) (7)(C) – POSSIBLE
PROCUREMENT INTEGRITY VIOLATION

Case Number: Z-11-W-2950

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

This case was initiated based upon information received from a GSA Contracting Officer (CO). The CO received an email/self-disclosure from contractor Truestone, which stated Truestone may have received non-public information from (b) (6), (b) (7)(C), an embedded GSA contractor working for Science Applications International Corporation (SAIC). As an embedded GSA contractor, (b) (6), (b) (7)(C) may have had access to non-public information.

From approximately September 2011 to February 2012, GSA OIG Special Agents interviewed the CO, the Supervisory Contract Specialist, a Truestone employee, (b) (6), (b) (7)(C) supervisor, and (b) (6), (b) (7)(C). After speaking with the CO and the Supervisory Contract Specialist, they determined (independently from the GSA OIG investigation) that the information Truestone received from (b) (6), (b) (7)(C) did not give Truestone a competitive advantage. After making that determination and after receiving a mitigation plan from Truestone, the CO awarded a contract to Truestone.

Through the interviews it was determined Truestone did have a meeting with (b) (6), (b) (7)(C) concerning a contract proposal; however the information that was shared during the meeting was considered public and general in nature. It was also determined that (b) (6), (b) (7)(C) did not have access to contracting files concerning the Request For Proposal (RFP) that Truestone was responding to.

This matter will be closed and does not require any further investigation or action.



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

July 20, 2009

MEMORANDUM FOR: (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:
Irregularities by a GSA Contract Employee
Case Number: Z08W1667

This memorandum presents the findings of my investigation.

On May 5, 2008, Reporting Agent reviewed an anonymous complaint reported to the General Services Administration (GSA), Office of Inspector General (OIG), through the GSA OIG hotline.

The complaint alleged that (b) (6), (b) (7)(C), a former GSA contract employee, had embezzled approximately \$500,000.00 from GSA by authoring bogus contracts while working as a Contract Specialist inside of a GSA regional office.

Upon review of investigative developments made in relation to the original complaint, this case has been converted to I09-W-0380.





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

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July 14, 2011

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

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

SUBJECT: Case Closing Memorandum

Case Title – (b) (6), (b) (7)(C) – (b) (6), (b) (7)(C)
[REDACTED] – SAN DIEGO, CA
Case Number – I1192333

This memorandum presents the findings of our investigation.

In January 2011, the Pacific Rim Regional Office of Investigations (JI-9) initiated an investigation after receiving a referral from (b) (6), (b) (7)(C) [REDACTED], Human Resources Division, Pacific Rim Region, U.S. General Services Administration (GSA), San Francisco, CA, regarding the alleged misuse of a FasTrak toll pass by (b) (6), (b) (7)(C) [REDACTED], a (b) (6), (b) (7)(C) [REDACTED] assigned to the GSA Public Buildings Service Service Center in San Diego, CA. (b) (6), (b) (7)(C) [REDACTED] reported that an internal office review disclosed the possible fraudulent activity on the Service Center's FasTrak account. (b) (6), (b) (7)(C) [REDACTED] also reported that (b) (6), (b) (7)(C) [REDACTED] confessed to the FasTrak misuse when confronted by (b) (6), (b) (7)(C) [REDACTED] supervisor, (b) (6), (b) (7)(C) [REDACTED], (b) (6), (b) (7)(C) [REDACTED] Service Center.

The investigation revealed (b) (6), (b) (7)(C) [REDACTED] misused a Government-issued FasTrak toll pass for repeated travel in (b) (6), (b) (7)(C) [REDACTED] personal vehicle from February 2010 to December 2010. In addition to (b) (6), (b) (7)(C) [REDACTED] previous admission to (b) (6), (b) (7)(C) [REDACTED], (b) (6), (b) (7)(C) [REDACTED] admitted to a JI-9 agent during an interview that (b) (6), (b) (7)(C) [REDACTED] knowingly and willingly used the toll pass for travel in (b) (6), (b) (7)(C) [REDACTED] personal vehicle but stated the use was only for travel to various work sites during working hours. Furthermore, (b) (6), (b) (7)(C) [REDACTED] admitted that (b) (6), (b) (7)(C) [REDACTED] added (b) (6), (b) (7)(C) [REDACTED] personal vehicle information to the Service Center's FasTrak account.

(b) (6), (b) (7)(C) [REDACTED] agreed to pay restitution for (b) (6), (b) (7)(C) [REDACTED] misuse of the FasTrak toll pass. Based on an estimate prepared by the Service Center FasTrak account manager, which (b) (6), (b) (7)(C) [REDACTED] did not dispute, the approximate loss to GSA for (b) (6), (b) (7)(C) [REDACTED] misuse of the toll pass was \$940.

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450 Golden Gate Avenue, Suite 7-5262, San Francisco, CA 94102

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On May 24, 2011, (b) (6), (b) (7)(C) issued (b) (6), (b) (7)(C) an (b) (6), (b) (7)(C) based on JI-9's investigative findings.

On June 28, 2011, (b) (6), (b) (7)(C), Human Resources Division, Pacific Rim Region, GSA, San Francisco, CA, advised JI-9 that (b) (6), (b) (7)(C).

On June 29, 2011, (b) (6), (b) (7)(C) advised JI-9 that (b) (6), (b) (7)(C) was issued (b) (6), (b) (7)(C) and not required to pay restitution to GSA for (b) (6), (b) (7)(C) misuse of the FasTrak toll pass.

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

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

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

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February 9, 2012

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

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

SUBJECT: Case Closing Memorandum

Case Title: Construction Proactive New San Diego U.S.
Courthouse
Case File Number: V10L0070

This memorandum serves as the final report in this matter.

On October 30, 2009, the Pacific Rim Regional Investigations Office opened a proactive case concerning the construction of the new U.S courthouse in San Diego, CA. From its inception until the agent who initiated the case left the agency, no investigative action took place. Inasmuch as any allegations of fraud regarding the courthouse will be investigated under a separate case and due to a lack of investigative resources to conduct pro-active work at this time, this investigation is closed.

Should you have any questions concerning this matter, please feel free contact me at (b) (6), (b) (7)(C) [REDACTED] or the case agent, Assistant Special Agent in Charge (b) (6), (b) (7)(C) [REDACTED], at (b) (6), (b) (7)(C) [REDACTED] or (b) (6), (b) (7)(C) [REDACTED].

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Pacific Rim Regional Investigations Office (JI-9)
450 Golden Gate Avenue, Suite 7-5262, San Francisco, CA 94102



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

NATIONAL CAPITAL REGION
OFFICE OF INVESTIGATIONS

August 10, 2011

MEMORANDUM FOR:

(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:
(b) (6), (b) (6), (b) (7)(C) **EMPLOYEE MISCONDUCT**

Case Number: Z-11-W-2067

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

On August 19, 2010, JI-W received the information from (b) (6), (b) (7)(C), Regional Commissioner, Public Buildings Service (WP), General Service Administration (GSA): that on October 16, 2009, (b) (6), (b) (7)(C), Contracting Officer (CO), GSA, awarded Contract No GS-11P-10-YT-C-0031 to Jamison Professional Services (JPS). JPS had a requirement, as part of the contract, to provide a level I Secretary/Administrative Assistance (Administrative Assistance) to support the Building Manager at the National Courts Building. After the contract was awarded, (b) (6), (b) (7)(C), GSA, telephoned (b) (6), (b) (7)(C), JPS, recommending (b) (6), (b) (7)(C) for the Administrative Assistance position. After JPS hired (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), GSA, telephoned (b) (6), (b) (7)(C) to thank (b) (6), (b) (7)(C) for the "Favor for (b) (6), (b) (7)(C) Friend (b) (6), (b) (6), (b) (7)(C)

On October 25, 2010, (b) (6), (b) (7)(C) was interviewed about the matter. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) requested that (b) (6), (b) (7)(C) hire a specific candidate for an Administrative Assistant's position in (b) (6), (b) (7)(C) office. (b) (6), (b) (7)(C) called and requested that (b) (6), (b) (7)(C) hire (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) wanted to do something for (b) (6), (b) (7)(C) friend (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) was emailed a resume for (b) (6), (b) (7)(C) by (b) (6), (b) (7)(C). (Attachment 1) (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) telephoned (b) (6), (b) (7)(C) on a regular basis to request that (b) (6), (b) (7)(C) hire (b) (6), (b) (7)(C) for the position in (b) (6), (b) (7)(C) office. (b) (6), (b) (7)(C) gave (b) (6), (b) (7)(C) four (4) additional qualified candidates to interview and pick from to fill the vacancy in (b) (6), (b) (7)(C) office. (b) (6), (b) (7)(C) continually insisted that (b) (6), (b) (7)(C) hire (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) did not feel (b) (6), (b) (7)(C) held any qualified experience for the position. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) had to disqualify candidates (b) (6), (b) (7)(C) felt were qualified for the position in order to hire (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated at the beginning of (b) (6), (b) (7)(C) employment, (b) (6), (b) (7)(C) was Acting Building Manager. (b) (6), (b) (7)(C) believed that (b) (6), (b) (7)(C) took part in (b) (6), (b) (7)(C) performance reviews but was not certain.

On October 25, 2010, (b) (6), (b) (7)(C) was interviewed and stated (b) (6), (b) (7)(C) requested that (b) (6), (b) (7)(C) hire (b) (6), (b) (7)(C) for the Administrative Assistance position for (b) (6), (b) (7)(C) office. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) twice (2) if hiring (b) (6), (b) (7)(C) would create an issue or a conflict. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was unsure of how it might look if (b) (6), (b) (7)(C) was hired because (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) direct supervisor. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that hiring (b) (6), (b) (7)(C) would not create an issue or a conflict. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was the Administrative Assistant before (b) (6), (b) (7)(C) was hired. (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was not performing as needed and needed to be replaced. (b) (6), (b) (7)(C) recommended (b) (6), (b) (7)(C) for the position. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) would have replaced (b) (6), (b) (7)(C) even if (b) (6), (b) (7)(C) was not available. (b) (6), (b) (7)(C) stated if (b) (6), (b) (7)(C) was ever Acting Building Manager then it would have been for only one (1) or two (2) days. (b) (6), (b) (7)(C) would have been Acting Building Manager if (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), D.C. Service Center, were out of the office, out of town or on leave. (b) (6), (b) (7)(C) was unsure who conducted (b) (6), (b) (7)(C) performance reviews, but believed it was (b) (6), (b) (7)(C).

On December 14, 2010, (b) (6), (b) (7)(C) was interviewed. (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) of the open Administrative Assistance position. When investigators initially asked (b) (6), (b) (7)(C) how (b) (6), (b) (7)(C) obtained (b) (6), (b) (7)(C) resume, (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) submitted (b) (6), (b) (7)(C) resume to (b) (6), (b) (7)(C). Investigators then presented (b) (6), (b) (7)(C) with an email (b) (6), (b) (7)(C) sent to (b) (6), (b) (7)(C). The email contained an attachment, (b) (6), (b) (7)(C) resume. (b) (6), (b) (7)(C) responded, (b) (6), (b) (7)(C) did not recall sending the email, but (b) (6), (b) (7)(C) must have. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was not part of the interview process involving (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) had a discussion with (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) applying for the position, but stated (b) (6), (b) (7)(C) should pick the best qualified person. (b) (6), (b) (7)(C) spoke to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), D.C. Service Center, about (b) (6), (b) (7)(C) applying for the Administrative Assistance position at the DC Service Center. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) had no issues with (b) (6), (b) (7)(C) being hired. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) has never been acting Building Manager. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) does not rate (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) annual performance plan or performance ratings.

On February 1, 2011, (b) (6), (b) (7)(C) was interviewed. (b) (6), (b) (7)(C) was notified by (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was going to be hired by a contractor. (b) (6), (b) (7)(C) asked if there would be a problem if (b) (6), (b) (7)(C) worked for a contractor. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that it would be okay for (b) (6), (b) (7)(C) to work for a contractor. (b) (6), (b) (7)(C) stated the conversation with (b) (6), (b) (7)(C) was very short and very general. (b) (6), (b) (7)(C) was never told by (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) would be working for a contractor in the DC Service Center that (b) (6), (b) (7)(C) oversees. (b) (6), (b) (7)(C) stated if (b) (6), (b) (7)(C) knew (b) (6), (b) (7)(C) was going to work in the DC Service Center then (b) (6), (b) (7)(C) would not have advised (b) (6), (b) (7)(C) that it was okay for (b) (6), (b) (7)(C) to work there. (b) (6), (b) (7)(C) could not remember when (b) (6), (b) (7)(C) contacted (b) (6), (b) (7)(C), but believed it was one (1) to two (2) years ago.

(b) (6), (b) (7)(C) was notified sometime in the summer of 2010 by (b) (6), (b) (7)(C), Contracting Officer, GSA, that (b) (6), (b) (7)(C) was working in the DC Service Center and there is a possible (b) (6), (b) (7)(C) relationship between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) later called (b) (6), (b) (7)(C) who informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was working for JPS as an administrative assistant in the DC Service Center. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was uncomfortable about (b) (6), (b) (7)(C) working there but saw no conflict. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) felt uncomfortable because (b) (6), (b) (7)(C) supervisor (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) to hire (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) would have brought the issue to counsel if there was a problem. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was a good employee and performed (b) (6), (b) (7)(C) duties.

On October 25, 2010, (b) (6), (b) (7)(C) was interviewed. (b) (6), (b) (7)(C) was hired by JPS in September 2009 for an Administrative Assistance position. (b) (6), (b) (7)(C) was informed of the open position by (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) submitted (b) (6), (b) (7)(C) resume, transcripts and references over the internet to JPS. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was interviewed by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) prior to (b) (6), (b) (7)(C) employment at JPS. Investigators informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) emailed (b) (6), (b) (7)(C) resume to (b) (6), (b) (7)(C) prior to (b) (6), (b) (7)(C) interview with (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) gave (b) (6), (b) (7)(C) a copy of (b) (6), (b) (7)(C) resume a long

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time ago to review when [REDACTED] applied for a federal intern position at GSA, but [REDACTED] did not give [REDACTED] resume for [REDACTED] current position at JPS. [REDACTED] stated [REDACTED] does not have any financial obligation with [REDACTED] since [REDACTED] has started working for JPS. [REDACTED] has not lived with [REDACTED] since [REDACTED] has started working for JPS. [REDACTED] is not aware of any possible agreements [REDACTED] had with GSA employees for [REDACTED] to obtain [REDACTED] current position at JPS.

After [REDACTED] was interviewed [REDACTED] was moved from the National Courts Building in D.C. to the United States District Court in Greenbelt, Maryland.

On April 5, 2011, Cathleen Kronopolus, Regional Commissioner, Public Buildings Services, proposed [REDACTED] [REDACTED]

On July 22, 2011, investigators were informed by [REDACTED], Assistant Regional Counsel, National Capital Region, that [REDACTED] received a [REDACTED].

This matter does not require any further investigation or action.

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Northeast Regional Investigations Office

December 28, 2011

MEMORANDUM FOR THE FILE

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

FROM:

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

SPECIAL AGENT IN CHARGE (JI-2)

SUBJECT:

CASE CLOSING MEMORANDUM

ATTEMPT TO RECOVER PAYMENT MADE BY GSA TO GSA
VENDOR (b) (6), (b) (7)(C)

File Number: Z1122209

On September 27, 2010, information was referred to the General Services Administration (GSA), Office of Inspector General (OIG), Southwest Regional Investigations Office (JI-4), from (b) (6), (b) (7)(C), Property Management Division, 401 West Peachtree Street, Atlanta, GA, that GSA issued in error, two checks to a bidder by the name (b) (6), (b) (7)(C). These two checks were issued in error with the same sales number to (b) (6), (b) (7)(C) on March 6, 2009, and March 31, 2009. GSA contacted (b) (6), (b) (7)(C), but without success, to resolve the erroneous duplicate check, that was issued on March 31, 2009, and deposited by (b) (6), (b) (7)(C) on April 6, 2009. On December 15, 2010, this matter was referred to the GSA OIG, Northeast Regional Investigations Office (JI-2), for further investigation. The following summarizes the results of our investigation.

On December 17, 2010, a JI-2 Special Agent received from (b) (6), (b) (7)(C), via email, information on (b) (6), (b) (7)(C) from the GSA's Auction website that listed (b) (6), (b) (7)(C) user profile. This user profile revealed that (b) (6), (b) (7)(C) registered a company by the name of Global Terminal, Shipping, and Auto Sales, LLC, located at 3976 Park Avenue, Bronx, NY.

On January 10, 2011, a JI-2 Special Agent conducted an NCIC and CLEAR database query on (b) (6), (b) (7)(C), along with the social security number (b) (6), (b) (7)(C) provided to GSA. The search revealed no results for (b) (6), (b) (7)(C). However, the search revealed a (b) (6), (b) (7)(C), residing at (b) (6), (b) (7)(C), Bronx, NY. In addition, a Dun & Bradstreet search was also conducted and disclosed one additional business by the name of Global Shipping and Auto Sales INC., located at 3980 Park Avenue, Bronx, NY.

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On May 17, 2011, JI-2 Special Agents visited (b) (6), (b) (7)(C) Bronx, NY. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) changed (b) (6), (b) (7)(C) name from (b) (6), (b) (7)(C) to (b) (6), (b) (7)(C), in 2005, when (b) (6), (b) (7)(C) became a citizen of the United States of America. (b) (6), (b) (7)(C) was born on (b) (6), (b) (7)(C), and his social security number is (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) graduated from (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) never worked for the federal government and (b) (6), (b) (7)(C) never worked for GSA. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) currently works for (b) (6), (b) (7)(C) New York, NY, as a Consultant. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) never purchased any equipment from GSA or participated in any GSA auctions. Additionally, (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) never received any payment, in any form, from GSA, nor does (b) (6), (b) (7)(C) have any association or knowledge of a company by the name of Global Terminal Shipping Auto LLC, the company name submitted by (b) (6), (b) (7)(C) to GSA. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) received a visit from a Postal Inspector by the name of (b) (6), (b) (7)(C), approximately three years ago, looking for a (b) (6), (b) (7)(C) and advised (b) (6), (b) (7)(C) was not the (b) (6), (b) (7)(C) was looking for.

On June 02, 2011, a JI-2 Special Agent visited Norwax Associate, 1046 McLean Ave, Yonkers, NY, the Management Office for (b) (6), (b) (7)(C) Bronx, NY, and (b) (6), (b) (7)(C) Bronx, NY, and spoke with (b) (6), (b) (7)(C) Norwax Associates. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) lived at both addresses. (b) (6), (b) (7)(C) further stated that (b) (6), (b) (7)(C) informed them of the change of name when (b) (6), (b) (7)(C) became a U.S. citizen and provided the Agent with a copy of (b) (6), (b) (7)(C) social security card and photo.

On June 10, 2011, (b) (6), (b) (7)(C) visited JI-2 to inquire about the case. While at JI-2, (b) (6), (b) (7)(C) signed a sworn statement to affirm (b) (6), (b) (7)(C) was not the (b) (6), (b) (7)(C) that JI-2 was looking for. Also, (b) (6), (b) (7)(C) provided JI-2 a copy of (b) (6), (b) (7)(C) Driver's License.

On June 24, 2011, a JI-2 Special Agent conducted a site visit at 3940 & 3980 Park Avenue, Bronx, New York. The site visit revealed that the aforementioned locations were vacant with no activity. In addition, the Agent spoke to an employee at J&R Auto World Corp, 3960 Park Avenue, Bronx, NY, and an employee at ACE Fire Door Corp, 4000 Park Avenue, Bronx, NY, which are neighboring businesses, to ascertain the identification of (b) (6), (b) (7)(C), and other valuable information as to (b) (6), (b) (7)(C) whereabouts. However, they did not know of (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) whereabouts. Additionally, the Agent showed them a photo of (b) (6), (b) (7)(C) that resides at (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Bronx, NY, however, they did not recognize (b) (6), (b) (7)(C). The Agent was able to obtain from a sign at the vacant location, 3980 Park Avenue, Bronx, NY, the name (b) (6), (b) (7)(C) (LNU), as the landlord, (b) (6), (b) (7)(C). The Agent called the number and spoke to (b) (6), (b) (7)(C) who refused to give detailed information about (b) (6), (b) (7)(C), however, stated that (b) (6), (b) (7)(C) knew (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) rented 3980 Park Avenue, Bronx, NY, and left without notice sometime in 2009. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was working through (b) (6), (b) (7)(C) attorney to collect the money (b) (6), (b) (7)(C) owes (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was not comfortable answering questions and wanted the Agent to contact (b) (6), (b) (7)(C) attorney, Cohn & Cohn at 212-571-6200. The Agent called Cohn & Cohn and spoke to Cohn, who refused to give his first name, but stated (b) (6), (b) (7)(C) neither knew (b) (6), (b) (7)(C) nor (b) (6), (b) (7)(C). The Agent attempted on numerous occasions to meet with (b) (6), (b) (7)(C) but (b) (6), (b) (7)(C) was never available.

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On September 08, 2011, a JI-2 Special Agent telephonically contacted (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), GSA Personal Property Management, 401 West Peachtree Street, Suite 2600, Atlanta, GA, to request additional information that (b) (6), (b) (7)(C) might have on (b) (6), (b) (7)(C), since (b) (6), (b) (7)(C) retired and (b) (6), (b) (7)(C) took over the (b) (6), (b) (7)(C) case from (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) would request the project folder, and (b) (6), (b) (7)(C) would get in contact with (b) (6), (b) (7)(C), 401 West Peachtree Street, Suite 2600, Atlanta, GA, the GSA employee that had sent the checks to (b) (6), (b) (7)(C), to ascertain whether, or not, (b) (6), (b) (7)(C) provided a second social security number to GSA, as was alluded to in the initial complaint from (b) (6), (b) (7)(C).

On October 28, 2011, a JI-2 Special Agent telephonically contacted (b) (6), (b) (7)(C), to follow up on the previous conversation. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) had every file relating to the (b) (6), (b) (7)(C) case searched and the search revealed that they could not find a second social security number that (b) (6), (b) (7)(C) could have submitted to GSA. As a result, the Agent stated to (b) (6), (b) (7)(C), who took over this matter from (b) (6), (b) (7)(C), that efforts by JI-2 to locate (b) (6), (b) (7)(C) were unsuccessful.

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

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Northeast and Caribbean Regional Investigations Office

July 9, 2010

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

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

SUBJECT: Case Closing Memorandum
(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C), Building Management Specialist
GSA/Public Buildings Service
Northeast and Caribbean Region
Brooklyn, New York

File No. I970111

In May 1996, the GSA/Office of Inspector General, Northeast and Caribbean Regional Investigations Office (JI-2), received information that a GSA/Public Building Service (PBS) employee was soliciting bribes from a GSA mechanical maintenance contractor. JI-2 initiated an investigation that ultimately uncovered widespread corruption involving the procurement and administration of construction, maintenance and repair/alteration contracts awarded by two PBS property management centers (PMC) --- the Manhattan PMC and the Brooklyn-Queens-Long Island PMC.

The investigation revealed a corrupt pattern of awards by a small group of GSA/PBS employees to a select group of contractors. The investigation developed evidence that for at least five years certain GSA/PBS employees were awarding contracts for the repair, renovation and/or maintenance of GSA facilities in exchange for cash payoffs, vacation trips, free renovations to personal residences and other items of value.

This 2½-year investigation culminated in October 1998 with the arrest by JI-2 and other GSA/OIG Special Agents of (b) (6), (b) (7)(C) and five other GSA Building Management Specialists and 10 construction contractors on felony charges of bribery, a violation of 18 USC 201. At the time of (b) (6), (b) (7)(C) arrest on October 7, 1998, (b) (6), (b) (7)(C) was an Assistant Building Manager assigned to the GSA Building Management Office (BMO) at the U.S. Customs House, 6 World Trade Center, New York, NY. For most of (b) (6), (b) (7)(C) GSA career, however, (b) (6), (b) (7)(C)

was assigned to the BMO at 225 Cadman Plaza, Brooklyn, NY (Brooklyn BMO), and it was at that location where [REDACTED] engaged in the criminal activity uncovered by this investigation. The Brooklyn BMO is part of the Brooklyn, Queens, Long Island Property Management Center (BQLIPMC).

The other GSA Building Management Specialists arrested by JI-2 and other GSA/OIG Special Agents included [REDACTED] (JI-2 case number I960114); [REDACTED] (I970101); [REDACTED] (I970112); [REDACTED] (I970115); and [REDACTED] (I980143).

The investigation revealed that for several years while assigned to the Brooklyn BMO, [REDACTED] solicited, accepted, and in numerous instances demanded, cash, vacation trips, free lunches and/or goods from various GSA/PBS contractors to whom [REDACTED] also awarded hundreds of thousands of dollars in repair, renovation and or maintenance contracts. [REDACTED] solicited, demanded and/or received over \$100,000 in bribe/kickback payments, and routinely solicited from contractors a kickback equal to 10% of the value of the contract [REDACTED] awarded to them.

JI-2 investigation disclosed [REDACTED] solicited and accepted cash bribes and, on occasion, other items of value, such as a paid vacation and free construction work on [REDACTED] residence, from the following GSA contractors:

1. [REDACTED], [REDACTED], Brooklyn, NY
 - a. A. PALAZZOTTO CONTRACTING CORP., 46 Woodhull St., Brooklyn, NY
 - b. BESTCO CONTRACTING INC., 46 Woodhull St., Brooklyn, NY
 - c. ASBESTOS CONTROL INDUSTRIES, INC., 318 11th St., Brooklyn, NY
2. [REDACTED], [REDACTED], Morganville, NJ
 - a. DAFRA GENERAL CONTRACTING INC., 7 Syngle Way, Morganville, NJ
3. [REDACTED], E. Patchogue, NY
 - a. ALL STATE STORE FRONTS AND GLASS, 474 W. Main St., Patchogue, NY
4. [REDACTED], West Islip, NY
 - a. PEMA (PUMP & ELECTRIC MOTOR ASSOCIATES), 34-36 31st St., Long Island City, NY
 - b. INTERNATIONAL ASBESTOS REMOVAL, 68-08 Woodside Ave., Woodside (Queens), NY
 - c. TEE JAY CONSTRUCTION, 63-33 98th St., Rego Park (Queens), NY
5. [REDACTED], E. Setauket, NY
 - a. NORTH COAST MECHANICAL INC., 15 Conscience Circle, E. Setauket, NY
 - b. NORTHERN COAST GENERAL CONTRACTING, INC., 9 Saxon St., MELVILLE, NY
6. [REDACTED], Fresh Meadows, NY
 - a. GREEN STAR ENTERPRISES, INC., 9-11 44th Dr., Long Island City, NY
7. [REDACTED], Great Neck, NY
 - a. EAGLE MASTER SIGNS AND AWARDS, 156 E. 23rd St., 2nd Floor, New York, NY
8. [REDACTED], New York, NY

- a. EAGLE MASTER LOCKSMITHS AND DOORCHECK SERVICE (also doing business as EAGLE MASTER SECURITY), 307 Third Ave., New York, NY

Investigation disclosed these aforementioned contractors had an understanding with (b) (6), (b) (7)(C) that in exchange for GSA contracts THEY would, in turn, kickback 10% of the value of the GSA contracts to (b) (6), (b) (7)(C).

Investigation also disclosed that (b) (6), (b) (7)(C) solicited and accepted multiple bribes from (b) (6), (b) (7)(C), the owner of GSA/PBS contractor ET CONSTRUCTION, 530 82ND Street, Brooklyn, NY, in exchange for awarding numerous contracts to ET CONSTRUCTION for alterations and repairs to GSA/PBS facilities. (Additional details regarding (b) (6), (b) (7)(C) involvement in bribing GSA/PBS employees can be found in the previously mentioned (b) (6), (b) (7)(C) Report of Investigation [I970101]).

On June 30, 1999, (b) (6), (b) (7)(C), pursuant to a plea agreement with the U.S. Attorney's Office (USAO)/Eastern District of New York (EDNY), pled guilty to a one-count Information charging (b) (6), (b) (7)(C) with accepting bribes as a government official, a felony violation of 18 USC 201(b)(2)(C). On that same day, (b) (6), (b) (7)(C) resigned from (b) (6), (b) (7)(C) position with GSA. On March 11, 2005, (b) (6), (b) (7)(C) appeared at U.S. District Court (USDC)/EDNY, and was sentenced to three years probation with 200 hours community service per year; \$100,000 restitution and a \$100 special assessment.

(b) (6), (b) (7)(C), under the three aforementioned companies, was a GSA contractor from approximately 1991 to 1997. PALAZZOTTO CONTRACTING and BESTCO did general construction work, while ACI performed asbestos abatement services. (b) (6), (b) (7)(C) three companies received over \$175,000 in GSA contract work during this time period. Investigation disclosed that (b) (6), (b) (7)(C) received between \$5000 and \$15,000 in cash bribes from (b) (6), (b) (7)(C) in exchange for arranging for the award of GSA contracts to (b) (6), (b) (7)(C) companies.

On October 6, 1998, (b) (6), (b) (7)(C) was arrested by GSA/OIG Special Agents and charged with bribery of a government official, a felony violation of 18 USC 201(b)(1)(C). On September 10, 2002, pursuant to a plea agreement with the USAO/EDNY, (b) (6), (b) (7)(C) pled guilty to a one-count Information charging (b) (6), (b) (7)(C) with giving gratuities to a government official, a felony violation of 18 USC 201(c)(1)(A). On May 16, 2003, (b) (6), (b) (7)(C) was sentenced at USDC/EDNY to two years probation that included four months of home confinement requiring PALAZZOTTO to wear an electronic monitoring bracelet; \$5700 restitution; and a \$100 special assessment.

DAFRA GENERAL CONTRACTING (DAFRA), during the period 1993 to 1997, was awarded over \$344,000 in GSA/PBS repair and alteration contracts. (b) (6), (b) (7)(C), DAFRA, paid (b) (6), (b) (7)(C) approximately \$10,000 in cash bribes. DAFRA performed repair

and alteration contract work almost exclusively at the USDC/EDNY and at the 850 Third Avenue Federal Office Building (FOB).

On October 6, 1998, (b) (6), (b) (7)(C) was arrested by GSA/OIG Special Agents on charges of paying bribes to government officials, a felony violation of 18 USC 201(b)(1)(C). When interviewed by JI-2 Agents, (b) (6), (b) (7)(C) informed that, in addition to making cash payoffs to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) also made cash payoffs to GSA Building Management Specialist (b) (6), (b) (7)(C) Brooklyn BMO, in exchange for GSA work. (See JI-2 case file I970115.) On May 31, 2001, (b) (6), (b) (7)(C), pursuant to a plea agreement with the USAO/EDNY, pled guilty to an one-count Information charging (b) (6), (b) (7)(C) with paying bribes to a government official, a felony violation of 18 USC 201(b)(1)(C). On April 18, 2002, (b) (6), (b) (7)(C) appeared at USDC/EDNY and was sentenced to two years probation; \$5000 restitution and a \$100 special assessment.

ALL STATES STORE FRONTS AND GLASS was awarded approximately \$28,500 in GSA/PBS repair and alteration contracts during 1993. All of these contracts were for work at Cadman Plaza. In exchange for these contracts (b) (6), (b) (7)(C), ALL STATES STORE FRONTS AND GLASS, paid (b) (6), (b) (7)(C) between \$5000 and \$6000 in bribes that included an all expense paid trip to Disney World for (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) family.

On October 6, 1998, (b) (6), (b) (7)(C) was arrested by GSA/OIG Agents and charged with paying bribes to a government official, a felony violation of 18 USC 201(b)(1)(C). On June 6, 2001, (b) (6), (b) (7)(C), pursuant to a plea agreement with the USAO/EDNY, pled guilty to the aforementioned bribery charge. Subsequently, on July 26, 2002, (b) (6), (b) (7)(C) appeared at USDC/EDNY and was sentenced to one year probation and a \$100 special assessment.

PEMA, during the period 1992 to 1994, was awarded over \$58,600 in GSA repair and alteration contracts. These contracts were almost exclusively for work at Cadman Plaza. IAR was awarded over \$62,600 in GSA contracts during 1994 and 1995 for asbestos abatement work at Cadman Plaza and the 850 Third Avenue FOB. In exchange for these contracts (b) (6), (b) (7)(C), in (b) (6), (b) (7)(C) capacity as (b) (6), (b) (7)(C) of PEMA, and/or a sales representative for IAR, paid (b) (6), (b) (7)(C) between \$6000 and \$10,000 in cash bribes. JI-2's investigation also disclosed evidence that (b) (6), (b) (7)(C) paid cash bribes to GSA Building Management Specialist (b) (6), (b) (7)(C) in exchange for GSA contracts at the 201 Varick Street FOB. (See JI-2 case file I970112.)

On October 6, 1998, (b) (6), (b) (7)(C) was arrested by GSA/OIG Agents and charged with paying bribes to government officials, a felony violation of 18 USC 201(b)(1)(C). On June 6, 2001, (b) (6), (b) (7)(C), pursuant to a plea agreement with the USAO/EDNY, pled guilty to a one-count Information charging (b) (6), (b) (7)(C) with giving gratuities to a government employee, a felony violation of 18 USC 201(c)(1)(A). On May 22, 2002, (b) (6), (b) (7)(C) appeared at USDC/EDNY and was sentenced to three years probation, of which four months was to be served as home confinement; a \$5000 fine; and a \$100 special assessment.

During the period 1994 through 1996, NORTH COAST was awarded over \$165,950 in GSA/PBS repair and alteration contracts. These contracts were for work at Cadman Plaza and the 850 Third Avenue FOB. NORTHERN COAST, during the period 1994 to 1995 was awarded \$26,445 in GSA contract work mostly at Cadman Plaza. NORTH COAST primarily performed HVAC (Heating, Ventilation and Air Conditioning) and plumbing work, while NORTHERN COAST performed general construction work.

On October 6, 1998, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), NORTH COAST AND NORTHERN COAST, was arrested by GSA/OIG Agents and charged with bribing a government official, a felony violation of 18 USC 201(b)(1)(C). Investigation disclosed that (b) (6), (b) (7)(C) had paid (b) (6), (b) (7)(C) at least \$10,000 to \$12,000 in cash bribes in exchange for GSA contracts, but had agreed to pay (b) (6), (b) (7)(C) at least another \$15,000 in cash bribes on other GSA contracts. Investigation also disclosed (b) (6), (b) (7)(C) had paid cash bribes to (b) (6), (b) (7)(C) (1970112) in exchange for GSA work, possibly at the 201 Varick Street FOB.

On April 19, 2001, (b) (6), (b) (7)(C), pursuant to a plea agreement with the USAO/EDNY, pled guilty to a one-count Information charging (b) (6), (b) (7)(C) with bribery of a government official, a felony violation of 18 USC 201(b)(1)(C). On October 19, 2001, (b) (6), (b) (7)(C) appeared at USDC/EDNY and was sentenced to three years probation, to include twelve months home confinement; \$10,000 restitution; and a \$100 special assessment.

During 1996 to 1997, GREEN STAR was awarded \$183,101 in GSA repair and alteration work, of which \$159,696 was for GSA contract GS02P96DTC0067. This contract was initially awarded on July 29, 1996, for \$147,250. Subsequent modifications and change orders resulted in a final contract cost to GSA of \$159,696. The contract was for the removal of block walls and asbestos from the 5th floor of Cadman Plaza, in space previously occupied by the USAO/EDNY.

Review of the contract file disclosed this was an emergency procurement, and the file contained a justification for 'other than full and open competition'. The file review disclosed three contractors were solicited for bids: GREEN STAR; ASBESTOS MANAGEMENT GROUP (AMG), Jamaica (Queens), NY; and R&J INSULATION COMPANY, INC. (R&J INSULATION), South Hackensack, NJ. GREEN STAR was the lowest bidder at \$147,250, and ITS bid was signed (b) (6), (b) (7)(C), (b) (6), (b) (7)(C). R&J INSULATION was the next lowest bidder at \$150,000, and ITS bid was signed (b) (6), (b) (7)(C), (b) (6), (b) (7)(C). AMG was the highest bidder at \$166,500, and ITS bid was signed (b) (6), (b) (7)(C).

JI-2's investigation developed evidence that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) conspired to restrict the bidding on this contract to a limited group of predetermined bidders. This made it possible for the bids to be rigged so as to ensure the contract was awarded to GREEN STAR. Subsequent to the award of the contract, (b) (6), (b) (7)(C), GREEN STAR, made three separate cash payments totaling approximately \$12,000 to (b) (6), (b) (7)(C) in return for (b) (6), (b) (7)(C) behind

the scenes role in limiting the bidding on the contract and thereby putting GREEN STAR in a favorable position to win the contract award.

On October 6, 1998, (b) (6), (b) (7)(C) was arrested by GSA/OIG Agents. On July 17, 2002, (b) (6), (b) (7)(C) was indicted by a Federal Grand Jury/EDNY on one count of bribery conspiracy, a felony violation of 18 USC 371, and one count of bribery of a government official, a felony violation of 18 USC 201(b)(1)(C). On April 15, 2003, (b) (6), (b) (7)(C), pursuant to a plea agreement with the USAO/EDNY, pled guilty to a one-count superseding Information charging (b) (6), (b) (7)(C) with paying gratuities (cash) to a government official, a felony violation of 18 USC 201(c)(1)(A). Subsequently, on September 26, 2003, (b) (6), (b) (7)(C) appeared at USDC/EDNY and was sentenced to two years probation; \$10,000 fine, and a \$100 special assessment.

The USAO/EDNY declined criminal prosecution of (b) (6), (b) (7)(C) citing insufficient evidence to sustain a successful prosecution. The investigation did not develop sufficient evidence to justify the referral of (b) (6), (b) (7)(C) to the USAO/EDNY for prosecutorial consideration.

During the period 1993 through 1996, EAGLE MASTER SIGNS AND AWARDS, INC. was awarded at least \$37,126 in GSA contracts. On October 7, 1998, (b) (6), (b) (7)(C), EAGLE MASTER SIGNS AND AWARDS INC. (also doing business as ARTMASTER SIGNS AND AWARDS), was arrested by GSA/OIG Agents and charged with bribery of a government official, a felony violation of 18 USC 201(b)(1)(C). On December 5, 2002, (b) (6), (b) (7)(C), pursuant to a plea agreement with the USAO/EDNY, pled guilty to a one-count Information charging (b) (6), (b) (7)(C) with bribery, a felony violation of 18 USC 201(b)(1)(C). On October 3, 2003, (b) (6), (b) (7)(C) appeared at USDC/EDNY, and was sentenced to one year probation; up to 250 hours of community service; \$2000 restitution; a \$1000 fine; and a \$100 special assessment.

On October 7, 1998, (b) (6), (b) (7)(C), EAGLE MASTER LOCKSMITHS AND DOORCHECK SERVICE, INC. (also doing business as EAGLE MASTER SECURITY), New York, NY was arrested by GSA/OIG Agents and charged with bribery of a government official, a felony violation of 18 USC 201(b)(1)(C). Subsequently, On December 5, 2002, the bribery charge filed against (b) (6), (b) (7)(C) was dismissed by the USDC/EDNY on motion of the USAO/EDNY. The USAO/EDNY cited insufficient evidence to sustain a criminal prosecution of (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) are (b) (6), (b) (7)(C).)


(b) (5), (b) (6), (b) (7)(C), (b) (7)(E)

(b) (5), (b) (6), (b) (7)(C), (b) (7)(E)



JI-2 has concluded the investigation, and the case file will be closed.

cc: Official File JI-2

:cr:I970111:07/09/2010



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

NATIONAL CAPITAL REGION
OFFICE OF INVESTIGATIONS

July 13, 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:

**GAO #52072; CYBERDATA INC. FALSELY BILLED PBS
ON AN OPERATIONS AND MAINTENANCE CONTRACT**

Case Number: Z08W-1894

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 information received from the Government Accountability Office (GAO) alleging CYBERDATA INC., located in Herndon, Virginia, was awarded several contracts with GSA, which included software codes that were developed from THEIR sister company in China. The software codes were developed and billed to the government under the pretense of an 8A Minority set aside. Furthermore, CYBERDATA INC. allegedly fraudulently billed GSA Public Building Service (PBS) for an Operation & Maintenance contract, where there were no time-entry systems established to record the number of labor hours per task.

On July 12, 2010, GSA contracting officer, assigned to the CYBERDATA INC's contract, was telephonically interviewed. The contracting officer stated (b) (6), (b) (7)(C) was not aware of CYBERDATA INC. having an Operation & Maintenance contract. To (b) (6), (b) (7)(C) knowledge, CYBERDATA INC. has only a "Scheduled 70" contract, which exclusively provides professional services and not software codes.

In the professional services agreement, CYBERDATA INC. provided technical staff such as systems engineers, project managers, and other support staff. Additionally, since (b) (6), (b) (7)(C) has been overseeing their contract, (b) (6), (b) (7)(C) has not observed or dealt with any unscrupulous issues regarding the company or their business practices.

This matter does not require any further investigation or action.





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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

February 25, 2010

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

FROM: (b) (6), (b) (7)(C)
SPECIAL AGENT-IN-CHARGE (JI-3)

SUBJECT: Closing Memorandum re:
Region 3 Construction Projects Proactive

File No.: V07-0010

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

This proactive investigation was initiated to detect potential fraud in construction contracts in the Mid-Atlantic Region (Region 3). The purpose of this investigation was to identify Region 3 construction contracts with the potential for false claims and/or false statements.

Due to the implementation of the American Recovery and Reinvestment Act (ARRA), this case is being closed in order to better focus on ARRA funded construction projects. The new proactive case is V103-0340.

This proactive investigation resulted in the initiation of one reactive case, I-093-0072. However, due to the aforementioned ARRA, this case is being closed to dedicate resources to the new proactive case.

Mid-Atlantic Regional
Investigations Office (JI-3)
600 Arch Street, RM 4452, Philadelphia, PA 19106
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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

December 17, 2009

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

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

SUBJECT: Report of Investigation re:
Unethical Behavior by GSA Employee

Case Number: Z-08-W-1469

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 an anonymous letter alleging several unethical behavior patterns by (b) (6), (b) (7)(C), Program Specialist, Federal Acquisition Service (FAS). This office investigated (b) (6), (b) (7)(C) alleged misuse of a government owned vehicle and accepting gifts or services from contractors.

Numerous interviews were conducted of contract employees working at the Willow Wood facility, that (b) (6), (b) (7)(C) and management of past vendors who worked on contracts supporting (b) (6), (b) (7)(C). While all interviewed, including (b) (6), (b) (7)(C), acknowledged a close working relationship between (b) (6), (b) (7)(C) and mail room contract employees, no unethical behavior was found.

The individuals who worked on the contract supporting (b) (6), (b) (7)(C), all acknowledged assisting (b) (6), (b) (7)(C) with various personal moves for (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C). However all of the moves were conducted on their own time (weekends) and did not utilize a government owned vehicles as alleged. They all stated they assisted (b) (6), (b) (7)(C) on their own time and (b) (6), (b) (7)(C) compensated them with either appropriate cash offer for their services and/or provide meals for them while they assisted (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C), formerly (b) (6), (b) (7)(C) manager of the FAS mail room contract, stated (b) (6), (b) (7)(C) had a very good professional relationship with (b) (6), (b) (7)(C). They occasionally went to lunch at Fuddruckers, located across from the Willow Wood facility, however (b) (6), (b) (7)(C) would always pay for (b) (6), (b) (7)(C) own meal. (b) (6), (b) (7)(C) denied attending any

sporting events with (b) (6), (b) (7)(C) or providing (b) (6), (b) (7)(C) with tickets to attend any such events.

This matter does not require any further investigation or action.



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

SOUTHEAST REGIONAL INVESTIGATIONS OFFICE

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

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

SUBJECT: Report of Investigation:
 (b) (6), (b) (7)(C) ■■■
 Public Buildings Service (PBS)
 Miami Property Management Center (4PSAM)

Our File No: I1142006

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

On October 7, 2010 the General Services Administration (GSA), Office of Inspector General (OIG), Southeast Regional Investigations Office, received an anonymous Hotline Complaint. According to the complaint, (b) (6), (b) (7)(C) ■■■ Board that oversaw the child care center in the Richard Bolling Federal Building. The Board was responsible for assisting the child care center by allowing vendors to sell items at the federal courthouse and collecting a portion of the proceeds for the child care center. The complainant alleged that (b) (6), (b) (7)(C) ■■■ received kickbacks from vendors who sold jewelry at a federal building.

The GSA OIG, Fort Lauderdale Resident Field Investigations Office, conducted an investigation into possible employee misconduct or kickbacks received by (b) (6), (b) (7)(C) ■■■. During an interview of (b) (6), (b) (7)(C) ■■■ by GSA OIG Special Agents, (b) (6), (b) (7)(C) ■■■ denied any misconduct or having received any kickbacks and provided a sworn affidavit. Additional investigative efforts did not disclose evidence of criminal activity by (b) (6), (b) (7)(C) ■■■.

This matter does not require any further investigation or action.

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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

May 6, 2011

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
NATIONAL CAPITAL REGION
INVESTIGATIONS OFFICE (JI-W)

SUBJECT:

Report of Investigation Re:

**NASA PURCHASE CARDS COMPROMISED
NATIONWIDE**

Case Number: I11W2064

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

On October 21, 2010, our office received information from (b) (6), (b) (7)(C), Office of Charge Card Management, GSA, that NASA purchase card (P-cards) account numbers were being compromised nationwide and impacting P-card accounts at all NASA Centers.

(b) (6), (b) (7)(C) related that no other government agencies have reported the level of fraud that NASA was experiencing. NASA's P-cards are acquired through JP Morgan Chase Company (JPMC) of New York, NY.

A review of the allegations were conducted by obtaining information from JPMC, U.S. Bank, Citibank, and Total Systems (TSYS); coordinating with GSA, NASA OIG, JPMC, NASA P-card administrators, and NASA procurement officials at the NASA Shared Services Center; reviewing NASA credit card statements; and obtaining information from merchants.

GSA has contracts with JPMC, U.S. Bank, and Citibank to issue government P-cards. All three banks use TSYS to create the account numbers and print the credit cards.

The information received from U.S. Bank and Citibank revealed they (b) (4), (b) (7)(E)

(b) (4), (b) (7)(E)

(b) (4), (b) (7)(E)

The RA suggested (b) (6), (b) (7)(C) speak with the GSA Contracting Office about issuing a modification to the GSA SmartPay 2 Master Contract to define the definition of random more specifically than the contract's current wording which states, "provide single randomly generated account numbers with the ability to have multiple sub-accounts each with individual card numbers."

The RA participated in teleconferences with GSA, NASA OIG, NASA, JPMC, and TSYS. JPMC has continuously asked NASA to agree to reissue all its P-cards but NASA has been hesitant since the P-cards that were compromised and re-issued have been re-compromised. The RA advised the other two government issuing banks are (b) (4), (b) (7)(E)

(b) (4), (b) (7)(E)

Transactions have occurred throughout the United States, Europe, and Asia. The proceeds of the fraudulent transactions were sent to recipients in four different continents. The vast majority of the transactions were small dollar losses and likely not to warrant individual prosecution even if laboriously traced and investigated. Since JPMC has reimbursed NASA for the dollar loss created by the fraud to the P-card program, there is no apparent loss to the government.

This matter does not require any further investigation or action.



U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

February 7, 2011

MEMORANDUM FOR: CATHLEEN KRONOPOLUS
REGIONAL COMMISSIONER (WP)

FROM: (b) (6), (b) (7)(C) *no*
SPECIAL AGENT IN CHARGE (JI-W)

SUBJECT: Report of Investigation re:
(b) (6), (b) (7)(C) - POSSIBLE EMPLOYEE MISCONDUCT

Case Number: Z-11-W-2067

This memorandum presents the findings of our investigation regarding the captioned matter. This report is furnished to you for any action you may deem appropriate.

On August 19, 2010, our office received the following information from (b) (6), (b) (7)(C) [redacted], Public Buildings Service (WP), General Service Administration (GSA): that on October 16, 2009, (b) (6), (b) (7)(C) [redacted] Contracting Officer (CO), GSA, awarded Contract No GS-11P-10-YT-C-0031 to Jamison Professional Services (JPS). JPS had a requirement, as part of the contract, to provide a level I Secretary/Administrative Assistance (Administrative Assistance) to support the Building Manager at the National Courts Building. After the contract was awarded, (b) (6), (b) (7)(C) [redacted], GSA, telephoned (b) (6), (b) (7)(C) [redacted], JPS, recommending (b) (6), (b) (7)(C) [redacted] for the Administrative Assistance position. After JPS (b) (6), (b) (7)(C) [redacted], (b) (6), (b) (7)(C) [redacted], GSA, telephoned (b) (6), (b) (7)(C) [redacted] to thank (b) (6), (b) (7)(C) [redacted] for the "Favor for Friend (b) (6), (b) (7)(C) [redacted]."

On October 25, 2010, (b) (6), (b) (7)(C) [redacted] was interviewed about the matter. (b) (6), (b) (7)(C) [redacted] stated (b) (6), (b) (7)(C) [redacted] requested that (b) (6), (b) (7)(C) [redacted] hire a specific candidate for an Administrative Assistant's position in (b) (6), (b) (7)(C) [redacted] office. (b) (6), (b) (7)(C) [redacted] called and requested that (b) (6), (b) (7)(C) [redacted] hire (b) (6), (b) (7)(C) [redacted] because (b) (6), (b) (7)(C) [redacted] wanted to do something for (b) (6), (b) (7)(C) [redacted] friend (b) (6), (b) (7)(C) [redacted]. (b) (6), (b) (7)(C) [redacted] was emailed a resume for (b) (6), (b) (7)(C) [redacted] by (b) (6), (b) (7)(C) [redacted]. (Attachment 1) (b) (6), (b) (7)(C) [redacted] stated (b) (6), (b) (7)(C) [redacted] is (b) (6), (b) (7)(C) [redacted]. (b) (6), (b) (7)(C) [redacted] stated (b) (6), (b) (7)(C) [redacted] telephoned (b) (6), (b) (7)(C) [redacted] on a regular basis to request that (b) (6), (b) (7)(C) [redacted] hire (b) (6), (b) (7)(C) [redacted] for the position in (b) (6), (b) (7)(C) [redacted] office. (b) (6), (b) (7)(C) [redacted] gave (b) (6), (b) (7)(C) [redacted] four (4) additional qualified candidates to interview and pick from to fill the vacancy in (b) (6), (b) (7)(C) [redacted] office. (b) (6), (b) (7)(C) [redacted] continually insisted that (b) (6), (b) (7)(C) [redacted] hire (b) (6), (b) (7)(C) [redacted]. (b) (6), (b) (7)(C) [redacted] did not feel (b) (6), (b) (7)(C) [redacted] held any qualified experience for the position. (b) (6), (b) (7)(C) [redacted] stated (b) (6), (b) (7)(C) [redacted] had to disqualify candidates (b) (6), (b) (7)(C) [redacted] felt were qualified for the position in order to hire (b) (6), (b) (7)(C) [redacted]. (b) (6), (b) (7)(C) [redacted] stated at the beginning of (b) (6), (b) (7)(C) [redacted] employment, (b) (6), (b) (7)(C) [redacted] was Acting Building Manager. (b) (6), (b) (7)(C) [redacted] believed that (b) (6), (b) (7)(C) [redacted] took part in (b) (6), (b) (7)(C) [redacted] performance reviews but was not certain.

On October 25, 2010, (b) (6), (b) (7)(C) was interviewed and stated (b) (6), (b) (7)(C) requested that (b) (6), (b) (7)(C) hire (b) (6), (b) (7)(C) for the Administrative Assistance position for (b) (6), (b) (7)(C) office. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) twice (2) if hiring (b) (6), (b) (7)(C) would create an issue or a conflict. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was unsure of how it might look if (b) (6), (b) (7)(C) was hired because (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) direct supervisor. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that hiring (b) (6), (b) (7)(C) would not create an issue or a conflict. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was the Administrative Assistant before (b) (6), (b) (7)(C) was hired. (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was not performing as needed and needed to be replaced. (b) (6), (b) (7)(C) recommended (b) (6), (b) (7)(C) for the position. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) would have replaced (b) (6), (b) (7)(C) even if (b) (6), (b) (7)(C) was not available. (b) (6), (b) (7)(C) stated if (b) (6), (b) (7)(C) was ever Acting Building Manager then it would have been for only one (1) or two (2) days. (b) (6), (b) (7)(C) would have been Acting Building Manager if (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), D.C. Service Center, were out of the office, out of town or on leave. (b) (6), (b) (7)(C) was unsure who conducted (b) (6), (b) (7)(C) performance reviews, but believed it was (b) (6), (b) (7)(C).

On December 14, 2010, (b) (6), (b) (7)(C) was interviewed. (b) (6), (b) (7)(C) informed (b) (6), (b) (7)(C) of the open Administrative Assistance position. When investigators initially asked (b) (6), (b) (7)(C) how (b) (6), (b) (7)(C) obtained (b) (6), (b) (7)(C) resume, (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) submitted (b) (6), (b) (7)(C) resume to (b) (6), (b) (7)(C). Investigators then presented (b) (6), (b) (7)(C) with an email (b) (6), (b) (7)(C) sent to (b) (6), (b) (7)(C). The email contained an attachment, (b) (6), (b) (7)(C) resume. (b) (6), (b) (7)(C) responded, (b) (6), (b) (7)(C) did not recall sending the email, but (b) (6), (b) (7)(C) must have. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was not part of the interview process involving (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) had a discussion with (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) applying for the position, but stated (b) (6), (b) (7)(C) should pick the best qualified person. (b) (6), (b) (7)(C) spoke to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), D.C. Service Center, about (b) (6), (b) (7)(C) applying for the Administrative Assistance position at the DC Service Center. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) had no issues with (b) (6), (b) (7)(C) being hired. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) has never been acting Building Manager. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) does not rate (b) (6), (b) (7)(C) on (b) (6), (b) (7)(C) annual performance plan or performance ratings.

On February 1, 2011, (b) (6), (b) (7)(C) was interviewed. (b) (6), (b) (7)(C) was notified by (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was going to be hired by a contractor. (b) (6), (b) (7)(C) asked if there would be a problem if (b) (6), (b) (7)(C) worked for a contractor. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that it would be okay for (b) (6), (b) (7)(C) to work for a contractor. (b) (6), (b) (7)(C) stated the conversation with (b) (6), (b) (7)(C) was very short and very general. (b) (6), (b) (7)(C) was never told by (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) would be working for a contractor in the DC Service Center that (b) (6), (b) (7)(C) oversees. (b) (6), (b) (7)(C) stated if (b) (6), (b) (7)(C) knew (b) (6), (b) (7)(C) was going to work in the DC Service Center then (b) (6), (b) (7)(C) would not have advised (b) (6), (b) (7)(C) that it was okay for (b) (6), (b) (7)(C) to work there. (b) (6), (b) (7)(C) could not remember when (b) (6), (b) (7)(C) contacted (b) (6), (b) (7)(C), but believed it was one (1) to two (2) years ago.

(b) (6), (b) (7)(C) was notified sometime in the summer of 2010 by (b) (6), (b) (7)(C), Contracting Officer, GSA, that (b) (6), (b) (7)(C) was working in the DC Service Center and there is a possible (b) (6), (b) (7)(C) relationship between (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) later called (b) (6), (b) (7)(C) who informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was working for JPS as an administrative assistant in the DC Service Center. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was uncomfortable about (b) (6), (b) (7)(C) working there but saw no conflict. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) felt uncomfortable because (b) (6), (b) (7)(C) supervisor (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) to hire (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) would have brought the issue to counsel if there was a problem. (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was a good employee and preformed (b) (6), (b) (7)(C) duties.

On October 25, 2010, (b) (6), (b) (7)(C) was interviewed. (b) (6), (b) (7)(C) was hired by JPS in September 2009 for an Administrative Assistance position. (b) (6), (b) (7)(C) was informed of the open position by (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) submitted (b) (6), (b) (7)(C) resume, transcripts and references over the internet to JPS. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) was interviewed by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) prior to (b) (6), (b) (7)(C) employment at JPS. Investigators informed (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) emailed (b) (6), (b) (7)(C) resume to (b) (6), (b) (7)(C) prior to (b) (6), (b) (7)(C) interview with (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) gave (b) (6), (b) (7)(C) a copy of (b) (6), (b) (7)(C) resume a long time ago to review when (b) (6), (b) (7)(C) applied for a federal intern position at GSA, but (b) (6), (b) (7)(C) did not give (b) (6), (b) (7)(C) resume for (b) (6), (b) (7)(C) current position at JPS. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) does not have any financial obligation with (b) (6), (b) (7)(C) since (b) (6), (b) (7)(C) has started working for JPS. (b) (6), (b) (7)(C) has not lived with (b) (6), (b) (7)(C).

(b) (5), (b) (7)(C) since (b) (6) has started working for JPS. (b) (5), (b) (7)(C) is not aware of any possible agreements (b) (6) had with GSA employees for (b) (5), (b) (7)(C) to obtain (b) (6)'s current position at JPS.

After (b) (6), (b) (7)(C) was interviewed (b) (5), (b) (7)(C) was moved from the National Courts Building in D.C. to the United States District Court in Greenbelt, Maryland.

You are advised this report is from a system of records known as "GSA/ADM 24, Investigation Case Files," which is subject to the provisions of the Privacy Act of 1974. Consequently, this report may be disclosed to appropriate GSA officials who have a need for the report in the performance of their duties.

The forgoing is provided for whatever action you deem appropriate. Please furnish me within 30 days of receipt of this report the results of any administrative actions or management decision made in this matter by executing the attached Disposition Report. If administrative action is merely proposed, I request that you inform me of the anticipated date that final action will be taken. Please execute the Disposition report only upon completion of management's final decision in this matter.

Your attention is invited to the protective markings on this report, which restrict its duplication. If this report or any part of it is to be duplicated, my office should be notified.

After the report has been served its purpose, it must be returned to my office.

Should you have any questions or require additional information, please telephone me at (202) 252-0024.



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

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ADMINISTRATIVE DATA PAGE

Character of Case: MISUSE OF GOVERNMENT PROPERTY

Subject: (b) (6), (b) (7)(C)

San Diego Service Center
San Diego Field Office
Public Buildings Service
U.S. General Services Administration
880 Front Street, Suite 4236
San Diego, CA 92101
DOB: (b) (6), (b) (7)(C)
SSN: (b) (6), (b) (7)(C)

OIG Case File Number: I1192333

Date of Report: April 7, 2011

Prepared By: (b) (6), (b) (7)(C)
Special Agent
Pacific Rim Regional Office of Investigations (JI-9)
Office of Inspector General
U.S. General Services Administration

Approved By: (b) (6), (b) (7)(C)
Special Agent in Charge
Pacific Rim Regional Office of Investigations (JI-9)
Office of Inspector General
U.S. General Services Administration

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BASIS FOR INVESTIGATION

On January 24, 2011, (b) (6), (b) (7)(C), Labor Relations Officer, Human Resources Division, Pacific Rim Region, U.S. General Services Administration (GSA), San Francisco, CA, provided information to the Pacific Rim Regional Office of Investigations (JI-9) regarding the alleged misuse of a FasTrak toll pass by (b) (6), (b) (7)(C), a (b) (6), (b) (7)(C) assigned to the GSA San Diego Service Center in San Diego, CA. FasTrak is an electronic toll collection system that allows users to prepay bridge tolls, eliminating the need to stop at the toll plaza. As the user passes through a toll lane, the toll transponder is scanned and the toll is automatically deducted from a prepaid toll balance. The GSA San Diego Service Center setup a FasTrak account to simplify official Government travel in the San Diego area. (b) (6), (b) (7)(C) reported that an internal office review disclosed the possible fraudulent activity on the Service Center's FasTrak account. (b) (6), (b) (7)(C) also reported that (b) (6), (b) (7)(C) confessed to the FasTrak misuse when confronted by (b) (6), (b) (7)(C) supervisor, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), GSA San Diego Service Center. (b) (6), (b) (7)(C) provided JI-9 copies of the FasTrak account data (Exhibit 1).

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SYNOPSIS

The investigation revealed (b) (6), (b) (7)(C) misused a Government-issued FasTrak transponder for repeated travel in (b) (6), (b) (7)(C) personal vehicle from February 2010 to December 2010. (b) (6), (b) (7)(C) admitted to a JI-9 agent during an interview that (b) (6), (b) (7)(C) knowingly and willingly used the transponder for travel in (b) (6), (b) (7)(C) personal vehicle but stated the use was only for travel to various work sites during working hours. In addition, (b) (6), (b) (7)(C) admitted that (b) (6), (b) (7)(C) added (b) (6), (b) (7)(C) personal vehicle information to the GSA San Diego Service Center's FasTrak account.

(b) (6), (b) (7)(C) agreed to pay restitution for (b) (6), (b) (7)(C) misuse of the FasTrak transponder. Based on an estimate prepared by the GSA San Diego Service Center, which (b) (6), (b) (7)(C) did not dispute, the approximate cost to GSA for (b) (6), (b) (7)(C) misuse of the transponder was \$940.

According to Penalty Guide, Table 2 of GSA Directive CPO 9751.1, *Maintaining Discipline*, the appropriate penalty for the "unauthorized use, removal, or possession of Government property" is a suspension or removal (1st offense) or removal (2nd offense).

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DETAILS OF INVESTIGATION

ALLEGATION: (b) (6), (b) (7)(C) misused Government property (FasTrak toll pass).

On January 31, 2011, JI-9 agents gathered information from (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) GSA San Diego Service Center, regarding the alleged FasTrak misuse. (b) (6), (b) (7)(C) confirmed that (b) (6), (b) (7)(C) is (b) (6), (b) (7)(C) supervisor. (b) (6), (b) (7)(C) advised that (b) (6), (b) (7)(C) set up the FasTrak account and obtained one toll pass that was used by (b) (6), (b) (7)(C). The purpose of the FasTrak account was to save time on Government travel since there are toll roads in the San Diego area and near border stations, including the Otay Mesa and San Ysidro Port of Entry Stations (Exhibit 2).

(b) (6), (b) (7)(C) advised JI-9 agents that (b) (6), (b) (7)(C) set up the FasTrak account and obtained one transponder that was to be used between two Government vehicles (b) (6), (b) (7)(C) placed on the account. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) pre-loaded the account with \$2,000 from fiscal year 2008 end of year money. (b) (6), (b) (7)(C) said that prior to (b) (6), (b) (7)(C) receiving the FasTrak transponder in February 2010, (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) it was only for use in the Government vehicle. (b) (6), (b) (7)(C) said that after setting up the FasTrak account, (b) (6), (b) (7)(C) checked the account once or twice but did not notice anything unusual. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) had recently noticed a big jump in FasTrak usage, so (b) (6), (b) (7)(C) reviewed the account statements and noticed numerous charges that were not consistent with GSA mission requirements. (b) (6), (b) (7)(C) advised some of the suspicious travel included northbound travel on Route 54, which is near where (b) (6), (b) (7)(C) lives. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) checked the FasTrak account and noticed that (b) (6), (b) (7)(C) personal vehicles, a pickup truck and car, had been added to the account. (b) (6), (b) (7)(C) contacted the FasTrak office and learned the personal vehicles were added to the account in February 2010, but the FasTrak representative was unable to identify who added the vehicles to the account. (b) (6), (b) (7)(C) locked the account and retrieved the FasTrak transponder from (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) conducted a review of the FasTrak account statements and noted that from February 2010 to January 2011 when (b) (6), (b) (7)(C) had possession of the FasTrak transponder, there was \$940 in tolls for locations and times that were inconsistent with GSA's mission requirements (Exhibit 2).

On March 22, 2011, (b) (6), (b) (7)(C) advised a JI-9 agent during an interview after acknowledging a Kalkines warning that (b) (6), (b) (7)(C) used the FasTrak toll pass for travel in (b) (6), (b) (7)(C) personal vehicle to and from (b) (6), (b) (7)(C) assigned duty location at the Otay Mesa border station. (b) (6), (b) (7)(C) confirmed that (b) (6), (b) (7)(C) previously confessed to (b) (6), (b) (7)(C) supervisor (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) used the FasTrak in (b) (6), (b) (7)(C) personal vehicles. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) only used the FasTrak during working hours in support of (b) (6), (b) (7)(C) duties and did so to save time when traveling to (b) (6), (b) (7)(C) assigned work sites. (b) (6), (b) (7)(C) stated that because it was in direct support of (b) (6), (b) (7)(C) work, (b) (6), (b) (7)(C) believed the FasTrak could be used to access toll roads. (b) (6), (b) (7)(C) acknowledged (b) (6), (b) (7)(C) added (b) (6), (b) (7)(C) personal vehicles to the FasTrak account. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) knew there was a method for reimbursement of travel expenses for official travel in (b) (6), (b) (7)(C) personal vehicle but said that it was difficult to do and so (b) (6), (b) (7)(C) never submitted the required vouchers. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) was previously advised that the estimated amount for the FasTrak use in (b) (6), (b) (7)(C) personal vehicle was \$940. (b) (6), (b) (7)(C)

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agreed with the estimated amount and expressed willingness to pay the money back (Exhibit 3).

(b) (6), (b) (7)(C) provided a signed, sworn statement acknowledging (b) (6), (b) (7)(C) use of the FasTrak transponder in (b) (6), (b) (7)(C) personal vehicle (Exhibit 3).

A JI-9 review of GSA Directive CPO 9751.1 revealed that item 1 of Table 2 of the Penalty Guide concerning the “unauthorized use, removal, or possession of Government property” identifies the appropriate disciplinary action is a suspension or removal (1st offense) or removal (2nd offense) (Exhibit 4).

The Code of Federal Regulations, Title 5, section 2635 (5 CFR § 2635) prescribes the Standards of Ethical Conduct for Employees of the Executive Branch. 5 CFR § 2635.101(b)(9) states that “employees shall protect and conserve Federal property and shall not use it for other than authorized activities.” Furthermore, 5 CFR § 2635.704, *Use of Government Property*, defines Government property as “any form of real or personal property in which the Government has an ownership, leasehold, or other property interest as well as any right or other intangible interest that is purchased with Government funds, including the services of contractor personnel.” 5 CFR § 2635.704(a) states that an employee has a duty to protect and conserve Government property and shall not use such property, or allow its use, for other than authorized purposes (Exhibits 5 and 6).

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DISPOSITION

This investigation is closed, pending a review by GSA management to determine whether administrative action is warranted.

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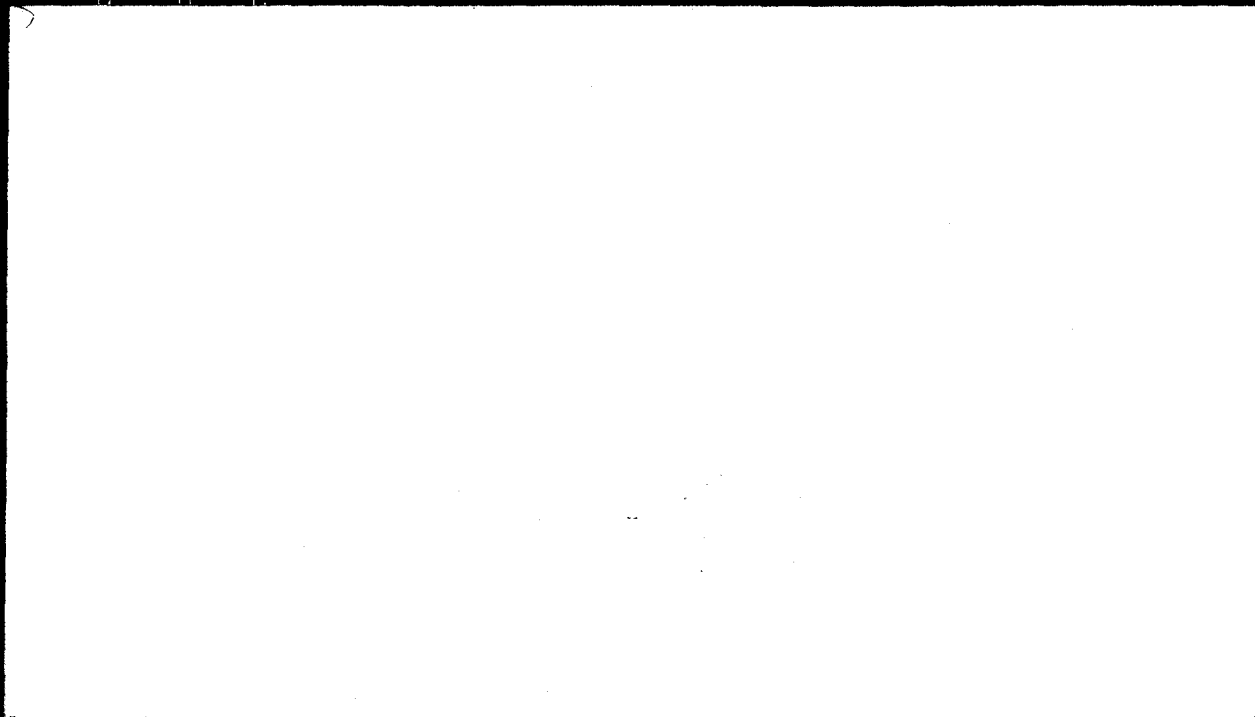
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EXHIBITS

1. Memorandum of Activity, (b) (6), (b) (7)(C), January 24, 2011
2. Memorandum of Activity, Information from (b) (6), (b) (7)(C), January 31, 2011
3. Memorandum of Interview, (b) (6), (b) (7)(C), March 22, 2011
4. GSA Directive CPO 9751.1, *Maintaining Discipline*, Table 2
5. 5 CFR § 2635.101, *Standards of Ethical Conduct for Employees of the Executive Branch*
6. 5 CFR § 2635.704, *Use of Government Property*

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REPORT OF INVESTIGATION

OFFICE OF INSPECTOR GENERAL
GENERAL SERVICES ADMINISTRATION

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THIS REPORT MUST BE RETURNED AFTER IT HAS SERVED ITS PURPOSE.

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October 30, 2008

MEMORANDUM FOR CHARLES J. AUGONE
ASSISTANT INSPECTOR GENERAL
FOR INVESTIGATIONS (JI)

FROM: (b) (6), (b) (7)(C) [REDACTED] (b) (6), (b) (7)(C) [REDACTED]
SPECIAL AGENT-IN-CHARGE (JI-2)

SUBJECT: Letter Report
(b) (6), (b) (7)(C) [REDACTED]
(b) (6), (b) (7)(C) [REDACTED], Building Management Specialist
GSA/Public Buildings Service
Northeast and Caribbean Region
Brooklyn, NY

File No.: I970111

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BACKGROUND OF INVESTIGATION

In May 1996, the GSA/Office of Inspector General, Northeast and Caribbean Regional Investigations Office (JI-2) (formerly known as the New York Zone Investigations Office) received information that a GSA/Public Building Service (PBS) employee was soliciting bribes from a GSA mechanical maintenance contractor. JI-2 initiated an investigation that ultimately uncovered widespread corruption involving the procurement and administration of construction, maintenance and repair/alteration contracts awarded by two PBS property management centers (PMC), the Manhattan PMC and the Brooklyn-Queens-Long Island PMC.

The investigation included the review and analysis of thousands of GSA/PBS documents involving the award of construction contracts, as well as small purchase orders for repair work and maintenance, at various GSA/PBS facilities encompassing a 5-year period from approximately 1993 to 1998. The analysis revealed a corrupt pattern of awards by a small group of GSA/PBS employees to a select group of contractors. The investigation developed evidence that for at least five years certain GSA/PBS employees were awarding contracts for the repair, renovation and/or maintenance of GSA facilities in exchange for cash payoffs, vacation trips, free renovations to personal residences and other items of value.

This 2½-year investigation culminated in October 1998 with the arrest by JI-2 and other GSA/OIG Special Agents of (b) (6), (b) (7)(C) and five other GSA Building Management Specialists and 10 construction contractors on felony charges of bribery, a violation of 18 USC 201. At the time of (b) (6), (b) (7)(C) arrest on October 7, 1998, (b) (6), (b) (7)(C) was an Assistant Building Manager assigned to the GSA Building Management Office (BMO) at the U.S. Customs House, 6 World Trade Center, New York, NY. For most of (b) (6), (b) (7)(C) GSA career, however, (b) (6), (b) (7)(C) was assigned to the BMO at 225 Cadman Plaza, Brooklyn, NY (Brooklyn BMO), and it was at that location where (b) (6), (b) (7)(C) engaged in the criminal activity uncovered by this investigation. The Brooklyn BMO is part of the Brooklyn, Queens, Long Island Property Management Center (BQLIPMC).

The other GSA Building Management Specialists arrested by JI-2 and other GSA/OIG Special Agents included (b) (6), (b) (7)(C) (JI-2 case number 1960114); (b) (6), (b) (7)(C) (1970101); (b) (6), (b) (7)(C) (1970112); (b) (6), (b) (7)(C) (1970115); and (b) (6), (b) (7)(C) (1980143). The individual reports of investigation pertaining to (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) were previously provided to the Regional Administrator (2A), Northeast and Caribbean Region.

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THE INVESTIGATION

(b) (6), (b) (7)(C) [REDACTED], (b) (6), (b) (7)(C) [REDACTED], **BUILDING MANAGEMENT SPECIALIST, GSA/PBS, BROOKLYN BUILDING MANAGEMENT OFFICE, 225 CADMAN PLAZA, BROOKLYN, NY**

The investigation revealed that for several years while assigned to the Brooklyn BMO, (b) (6), (b) (7)(C) [REDACTED] solicited, accepted, and in numerous instances demanded, cash, vacation trips, free lunches and/or goods from various GSA/PBS contractors to whom [REDACTED] also awarded hundreds of thousands of dollars in repair, renovation and or maintenance contracts. (b) (6), (b) (7)(C) [REDACTED] solicited, demanded and/or received over \$100,000 in bribe/kickback payments, and routinely solicited from contractors a kickback equal to 10% of the value of the contract [REDACTED] awarded to them.

Investigation further revealed that (b) (6), (b) (7)(C) [REDACTED] had wide discretion in selecting the contractors [REDACTED] asked to submit bids. This enabled (b) (6), (b) (7)(C) [REDACTED] to restrict the competition to a "short list" of contractors that were not only willing to pay bribes and/or kickbacks, but could also be "trusted" not to talk about these illegal arrangements. This allowed a dishonest employee like (b) (6), (b) (7)(C) [REDACTED] to take advantage of the procurement system for personal gain without detection for several years.

JI-2 investigation disclosed (b) (6), (b) (7)(C) [REDACTED] solicited and accepted cash bribes and, on occasion, other items of value, such as a paid vacation and free construction work on [REDACTED] residence, from the following GSA contractors:

1. (b) (6), (b) (7)(C) [REDACTED], Brooklyn, NY
 - a. A. PALAZZOTTO CONTRACTING CORP., 46 Woodhull St., Brooklyn, NY
 - b. BESTCO CONTRACTING INC., 46 Woodhull St., Brooklyn, NY
 - c. ASBESTOS CONTROL INDUSTRIES, INC., 318 11th St., Brooklyn, NY
2. (b) (6), (b) (7)(C) [REDACTED], Morganville, NJ
 - a. DAFRA GENERAL CONTRACTING INC., 7 Syngle Way, Morganville, NJ
3. (b) (6), (b) (7)(C) [REDACTED], E. Patchogue, NY
 - a. ALL STATE STORE FRONTS AND GLASS, 474 W. Main St., Patchogue, NY
4. (b) (6), (b) (7)(C) [REDACTED], West Islip, NY
 - a. PEMA (PUMP & ELECTRIC MOTOR ASSOCIATES), 34-36 31st St., Long Island City, NY
 - b. INTERNATIONAL ASBESTOS REMOVAL, 68-08 Woodside Ave., Woodside (Queens), NY
 - c. TEE JAY CONSTRUCTION, 63-33 98th St., Rego Park (Queens), NY
5. (b) (6), (b) (7)(C) [REDACTED], E. Setauket, NY
 - a. NORTH COAST MECHANICAL INC., 15 Conscience Circle, E. Setauket, NY

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- b. NORTHERN COAST GENERAL CONTRACTING, INC., 9 Saxon St., MELVILLE, NY
- 6. (b) (6), (b) (7)(C), Fresh Meadows, NY
 - a. GREEN STAR ENTERPRISES, INC., 9-11 44th Dr., Long Island City, NY
- 7. (b) (6), (b) (7)(C), Great Neck, NY
 - a. EAGLE MASTER SIGNS AND AWARDS, 156 E. 23rd St., 2nd Floor, New York, NY
- 8. (b) (6), (b) (7)(C), New York, NY
 - a. EAGLE MASTER LOCKSMITHS AND DOORCHECK SERVICE (also doing business as EAGLE MASTER SECURITY), 307 Third Ave., New York, NY

Investigation disclosed these aforementioned contractors had an understanding with (b) (6), (b) (7)(C) that in exchange for GSA contracts THEY would, in turn, kickback 10% of the value of the GSA contracts to (b) (6), (b) (7)(C).

Investigation also disclosed that (b) (6), (b) (7)(C) solicited and accepted multiple bribes from (b) (6), (b) (7)(C), the (b) (6), (b) (7)(C) of GSA/PBS contractor ET CONSTRUCTION, 530 82ND Street, Brooklyn, NY, in exchange for awarding numerous contracts to ET CONSTRUCTION for alterations and repairs to GSA/PBS facilities. (Additional details regarding (b) (6), (b) (7)(C) involvement in bribing GSA/PBS employees can be found in the previously mentioned (b) (6), (b) (7)(C) Report of Investigation [I970101]).

On June 30, 1999, (b) (6), (b) (7)(C), pursuant to a plea agreement with the U.S. Attorney's Office (USAO)/Eastern District of New York (EDNY), pled guilty to a one-count Information charging (b) (6), (b) (7)(C) with accepting bribes as a government official, a felony violation of 18 USC 201(b)(2)(C). On that same day, (b) (6), (b) (7)(C) resigned from (b) (6), (b) (7)(C) position with GSA. On March 11, 2005, (b) (6), (b) (7)(C) appeared before U.S. District Court Judge Edward R. Korman, U.S. District Court (USDC)/EDNY, and was sentenced on the aforementioned bribery charge. (b) (6), (b) (7)(C) was sentenced to three years probation with 200 hours of community service per year; \$100,000 restitution and a \$100 special assessment.

(b) (6), (b) (7)(C), A. PALAZZOTTO CONTRACTING CORP. (PALAZZOTTO CONTRACTING); BESTCO CONTRACTING INC. (BESTCO); ASBESTOS CONTROL INDUSTRIES, INC. (ACI), BROOKLYN, NY

(b) (6), (b) (7)(C), under the three aforementioned companies, was a GSA contractor from approximately 1991 to 1997. PALAZZOTTO CONTRACTING and BESTCO did general construction work, while ACI performed asbestos abatement services. (b) (6), (b) (7)(C) three companies received over \$175,000 in GSA contract work during this time period. (b) (6), (b) (7)(C) directly arranged for the award of at least \$51,200 of that amount. Investigation disclosed that

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(b) (6), (b) (7)(C) received between \$5000 and \$15,000 in cash bribes from (b) (6), (b) (7)(C) in exchange for arranging for the award of GSA contract work to (b) (6), (b) (7)(C) companies.

PALAZZOTTO CONTRACTING performed work at several GSA locations to include the U.S. District Courthouse (USDC) and Federal Office Building (FOB) (also known as Cadman Plaza), 225 Cadman Plaza East, Brooklyn, NY, and the FOB, 850 Third Avenue, Brooklyn, NY; USDC/Southern District of New York (SDNY) (also known as Foley Square), 40 Foley Square and the FOB, 201 Varick Street, both in Manhattan, NY. Most of the contracts awarded to BESTCO were for work performed at Cadman Plaza, Foley Square and the 201 Varick Street FOB, while ACI was awarded work almost exclusively at the 850 Third Avenue FOB.

On October 6, 1998, (b) (6), (b) (7)(C) was arrested by GSA/OIG Special Agents and charged with bribery of a government official, a felony violation of 18 USC 201(b)(1)(C). On September 10, 2002, pursuant to a plea agreement with the USAO/EDNY, (b) (6), (b) (7)(C) pled guilty to a one-count Information charging (b) (6), (b) (7)(C) with giving gratuities to a government official, a felony violation of 18 USC 201(c)(1)(A). On May 16, 2003, (b) (6), (b) (7)(C) was sentenced at USDC/EDNY to two years probation that included four months of home confinement requiring (b) (6), (b) (7)(C) to wear an electronic monitoring bracelet; \$5700 restitution; and a \$100 special assessment.

(b) (6), (b) (7)(C), DAFRA GENERAL CONTRACTING, INC.,
MORGANVILLE, NJ

DAFRA GENERAL CONTRACTING (DAFRA), during the period 1993 to 1997, was awarded over \$344,000 in GSA/PBS repair and alteration contracts. (b) (6), (b) (7)(C) awarded or arranged for the award to DAFRA of at least \$307,400 of that amount and, in turn, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), DAFRA, paid (b) (6), (b) (7)(C) approximately \$10,000 in cash bribes. DAFRA performed repair and alteration contract work almost exclusively at the USDC/EDNY and at the 850 Third Avenue FOB.

On October 6, 1998, (b) (6), (b) (7)(C) was arrested by GSA/OIG Special Agents on charges of paying bribes to government officials, a felony violation of 18 USC 201(b)(1)(C). When interviewed by JI-2 Agents, (b) (6), (b) (7)(C) informed that, in addition to making cash payoffs to (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) also made cash payoffs to GSA Building Management Specialist (b) (6), (b) (7)(C), Brooklyn BMO, in exchange for GSA work. (See JI-2 case file I970115.) On May 31, 2001, (b) (6), (b) (7)(C), pursuant to a plea agreement with the USAO/EDNY, pled guilty to an one-count Information charging (b) (6), (b) (7)(C) with paying bribes to a government official, a felony violation of 18 USC 201(b)(1)(C). On April 18, 2002, (b) (6), (b) (7)(C) appeared at USDC/EDNY and was sentenced to two years probation; \$5000 restitution and a \$100 special assessment.

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(b) (6), (b) (7)(C), ALL STATES STORE FRONTS AND GLASS, PATCHOGUE, NEW YORK

ALL STATES STORE FRONTS AND GLASS was awarded approximately \$28,500 in GSA/PBS repair and alteration contracts during 1993, and **(b) (6), (b) (7)(C)** awarded or arranged for the award of all these contracts. All of these contracts were for work at Cadman Plaza. In exchange for these contracts **(b) (6), (b) (7)(C)**, ALL STATES STORE FRONTS AND GLASS, paid **(b) (6), (b) (7)(C)** between \$5000 and \$6000 in bribes that included an all expense paid trip to Disney World for **(b) (6), (b) (7)(C)** and **(b) (6), (b) (7)(C)** family.

On October 6, 1998, **(b) (6), (b) (7)(C)** was arrested by GSA/OIG Agents and charged with paying bribes to a government official, a felony violation of 18 USC 201(b)(1)(C). On June 6, 2001, **(b) (6), (b) (7)(C)**, pursuant to a plea agreement with the USAO/EDNY, pled guilty to the aforementioned bribery charge. Subsequently, on July 26, 2002, **(b) (6), (b) (7)(C)** appeared at USDC/EDNY and was sentenced to one year probation and a \$100 special assessment.

(b) (6), (b) (7)(C), PUMP AND ELECTRIC MOTOR ASSOCIATES (PEMA), LONG ISLAND CITY, NEW YORK; AND SALES REPRESENTATIVE, INTERNATIONAL ASBESTOS REMOVAL (IAR), WOODSIDE (QUEENS), NEW YORK

PEMA, during the period 1992 to 1994, was awarded over \$58,600 in GSA repair and alteration contracts, of which approximately \$48,507 was awarded by **(b) (6), (b) (7)(C)**. These contracts were almost exclusively for work at Cadman Plaza. IAR was awarded over \$62,600 in GSA contracts during 1994 and 1995 for asbestos abatement work at Cadman Plaza and the 850 Third Avenue FOB. In exchange for these contracts **(b) (6), (b) (7)(C)**, in **(b) (6), (b) (7)(C)** capacity as the **(b) (6), (b) (7)(C)** of PEMA, and/or a sales representative for IAR, paid **(b) (6), (b) (7)(C)** between \$6000 and \$10,000 in cash bribes. JI-2's investigation also disclosed evidence that **(b) (6), (b) (7)(C)** paid cash bribes to GSA Building Management Specialist **(b) (6), (b) (7)(C)**, in exchange for GSA contracts at the 201 Varick Street FOB. (See JI-2 case file I970112.)

On October 6, 1998, **(b) (6), (b) (7)(C)** was arrested by GSA/OIG Agents and charged with paying bribes to government officials, a felony violation of 18 USC 201(b)(1)(C). On June 6, 2001, **(b) (6), (b) (7)(C)**, pursuant to a plea agreement with the USAO/EDNY, pled guilty to a one-count Information charging **(b) (6), (b) (7)(C)** with giving gratuities to a government employee, a felony violation of 18 USC 201(c)(1)(A). On May 22, 2002, **(b) (6), (b) (7)(C)** appeared at USDC/EDNY and was sentenced to three years probation, of which four months was to be served as home confinement; a \$5000 fine; and a \$100 special assessment.

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(b) (6), (b) (7)(C), NORTH COAST MECHANICAL INC. (NORTH COAST), E. Setauket, NY; AND **(b) (6), (b) (7)(C)**, NORTHERN COAST GENERAL CONTRACTORS, INC. (NORTHERN COAST), MELVILLE, NY

During the period 1994 through 1996, NORTH COAST was awarded over \$165,950 in GSA/PBS repair and alteration contracts, all of which **(b) (6), (b) (7)(C)** had a role in awarding to that company.

These contracts were for work at Cadman Plaza and the 850 Third Avenue FOB. NORTHERN COAST, during the period 1994 to 1995 was awarded \$26,445 in GSA contract work mostly at Cadman Plaza, and **(b) (6), (b) (7)(C)** had a role in awarding at least \$24,745 of this work. NORTH COAST primarily performed HVAC (Heating, Ventilation and Air Conditioning) and plumbing work, while NORTHERN COAST performed general construction work.

On October 6, 1998, **(b) (6), (b) (7)(C)**, **(b) (6), (b) (7)(C)**, NORTH COAST AND NORTHERN COAST, was arrested by GSA/OIG Agents and charged with bribing a government official, a felony violation of 18 USC 201(b)(1)(C). Investigation disclosed that **(b) (6), (b) (7)(C)** had paid **(b) (6), (b) (7)(C)** at least \$10,000 to \$12,000 in cash bribes in exchange for GSA contracts, but had agreed to pay **(b) (6), (b) (7)(C)** at least another \$15,000 in cash bribes on other GSA contracts. Investigation also disclosed **(b) (6), (b) (7)(C)** had paid cash bribes to **(b) (6), (b) (7)(C)** in exchange for GSA work, possibly at the 201 Varick Street FOB.

On April 19, 2001, **(b) (6), (b) (7)(C)**, pursuant to a plea agreement with the USAO/EDNY, pled guilty to a one-count Information charging **(b) (6), (b) (7)(C)** with bribery of a government official, a felony violation of 18 USC 201(b)(1)(C). On October 19, 2001, **(b) (6), (b) (7)(C)** appeared at USDC/EDNY and was sentenced to three years probation, to include twelve months home confinement; \$10,000 restitution; and a \$100 special assessment.

(b) (6), (b) (7)(C), GREEN STAR ENTERPRISES, INC. (GREEN STAR), LONG ISLAND CITY, NY

During 1996 to 1997, GREEN STAR was awarded \$183,101 in GSA repair and alteration work, of which \$159,696 was for GSA contract GS02P96DTC0067. This contract was initially awarded on July 29, 1996, for \$147,250. Subsequent modifications and change orders resulted in a final contract cost to GSA of \$159,696. The contract was for the removal of block walls and asbestos from the 5th floor of Cadman Plaza, in space previously occupied by the USAO/EDNY. The GSA Contract Specialist was **(b) (6), (b) (7)(C)**, and **(b) (6), (b) (7)(C)** was the Contracting Officer.

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Review of the contract file disclosed this was an emergency procurement, and the file contained a justification for 'other than full and open competition'. The file review disclosed three contractors were solicited for bids: GREEN STAR; ASBESTOS MANAGEMENT GROUP (AMG), Jamaica (Queens), NY; and R&J INSULATION COMPANY, INC. (R&J INSULATION), South Hackensack, NJ. GREEN STAR was the lowest bidder at \$147,250, and ITS bid was signed (b) (6), (b) (7)(C). R&J INSULATION was the next lowest bidder at \$150,000, and ITS bid was signed (b) (6), (b) (7)(C). AMG was the highest bidder at \$166,500, and ITS bid was signed (b) (6), (b) (7)(C).

Jl-2's investigation developed evidence that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) conspired to restrict the bidding on this contract to a limited group of predetermined bidders. This made it possible for the bids to be rigged so as to ensure the contract was awarded to GREEN STAR. Further investigation disclosed that, subsequent to the award of the contract, (b) (6), (b) (7)(C), GREEN STAR, made three separate cash payments totaling approximately \$12,000 to (b) (6), (b) (7)(C) in return for (b) (6), (b) (7)(C) behind the scenes role in limiting the bidding on the contract and thereby putting GREEN STAR in a favorable position to win the contract award.

On October 6, 1998, (b) (6), (b) (7)(C) was arrested by GSA/OIG Agents. On July 17, 2002, (b) (6), (b) (7)(C) was indicted by a Federal Grand Jury/EDNY on one count of bribery conspiracy, a felony violation of 18 USC 371, and one count of bribery of a government official, a felony violation of 18 USC 201(b)(1)(C). On April 15, 2003, (b) (6), (b) (7)(C) pursuant to a plea agreement with the USAO/EDNY, pled guilty to a one-count superseding Information charging (b) (6), (b) (7)(C) with paying gratuities (cash) to a government official, a felony violation of 18 USC 201 (c)(1)(A). Subsequently, on September 26, 2003, (b) (6), (b) (7)(C) appeared at USDC/EDNY and was sentenced to two years probation; \$10,000 fine, and a \$100 special assessment.

Concurrent with (b) (6), (b) (7)(C) sentencing, the aforementioned indictment was dismissed on motion of the USAO/EDNY. The USAO/EDNY declined criminal prosecution of (b) (6), (b) (7)(C) citing insufficient evidence to sustain a successful prosecution. The investigation did not develop sufficient evidence to justify the referral of (b) (6), (b) (7)(C) to the USAO/EDNY for prosecutorial consideration.

(b) (6), (b) (7)(C), EAGLE MASTER SIGNS AND AWARDS, INC., NEW YORK CITY, NY, AND (b) (6), (b) (7)(C), EAGLE MASTER LOCKSMITHS AND DOORCHECK SERVICE, INC. (ALSO DOING BUSINESS AS EAGLE MASTER SECURITY), NEW YORK CITY, NY

During the period 1993 through 1996, EAGLE MASTER SIGNS AND AWARDS, INC. was awarded at least \$37,126 in GSA contracts, and (b) (6), (b) (7)(C) had a role in the award of at least one of those contracts, which was valued at \$1995.00.

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On October 7, 1998, (b) (6), (b) (7)(C), EAGLE MASTER SIGNS AND AWARDS INC. (also doing business as ARTMASTER SIGNS AND AWARDS), was arrested by GSA/OIG Agents and charged with bribery of a government official, a felony violation of 18 USC 201(b)(1)(C). On December 5, 2002, (b) (6), (b) (7)(C) appeared before U.S. Magistrate Judge Steven M. Gold, USDC/EDNY, and pursuant to a plea agreement with the USAO/EDNY, pled guilty to a one-count Information charging (b) (6), (b) (7)(C) with bribery, a felony violation of 18 USC 201(b)(1) (C). Also on December 5, 2002, the original October 7, 1998, bribery charge against (b) (6), (b) (7)(C) was dismissed by the USDC/EDNY on the motion of the USAO/EDNY. On October 3, 2003, (b) (6), (b) (7)(C) appeared at USDC/EDNY, and was sentenced to one year probation; up to 250 hours of community service; \$2000 restitution; a \$1000 fine; and a \$100 special assessment.

On October 7, 1998, (b) (6), (b) (7)(C), EAGLE MASTER LOCKSMITHS AND DOORCHECK SERVICE, INC. (also doing business as EAGLE MASTER SECURITY), New York, NY was arrested by GSA/OIG Agents and charged with bribery of a government official, a felony violation of 18 USC 201(b)(1)(C). Subsequently, On December 5, 2002, the bribery charge filed against (b) (6), (b) (7)(C) was dismissed by the USDC/EDNY on motion of the USAO/EDNY. The USAO/EDNY cited a lack of sufficient evidence to sustain a criminal prosecution of (b) (6), (b) (7)(C).

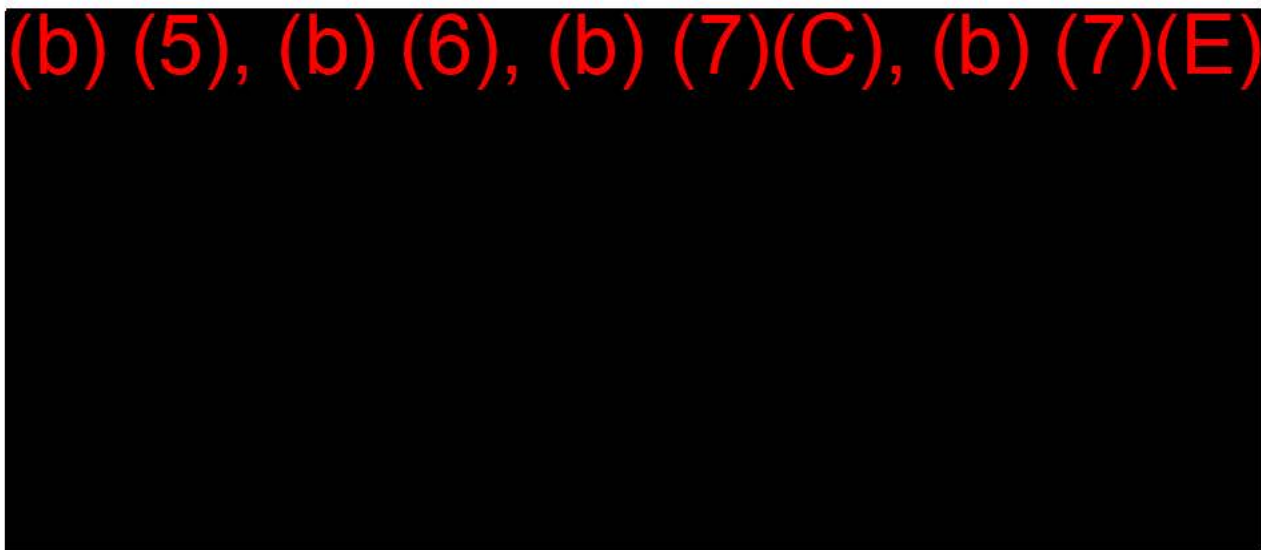
Investigation disclosed that (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) are (b) (6), (b) (7)(C) and, consequently, there is a close affiliation between EAGLE MASTER SIGNS AND AWARDS, INC., and EAGLE MASTER LOCKSMITHS AND DOORCHECK SERVICE, INC. (also doing business as EAGLE MASTER SECURITY).

SUBJECTS OF INVESTIGATION THAT WERE NOT PROSECUTED

(b) (5), (b) (6), (b) (7)(C), (b) (7)(E)

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(b) (5), (b) (6), (b) (7)(C), (b) (7)(E)



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cc: Official File JI-2

(b) (6), (b) (7)(C):I970112:10/30/2008

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Office of Inspector General
Pacific Rim Regional Office of Investigations

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ADMINISTRATIVE DATA PAGE

Character of Case: MISUSE OF A GOVERNMENT PROPERTY

Subject:

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

San Diego Service Center
San Diego Field Office
Public Buildings Service
U.S. General Services Administration
880 Front Street, Suite 4236
San Diego, CA 92101

DOB: (b) (6), (b) (7)(C)

SSN: (b) (6), (b) (7)(C)

OIG Case File Number: I1192334

Date of Report: March 9, 2011

Prepared By:

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

Special Agent
Pacific Rim Regional Office of Investigations (JI-9)
U.S. General Services Administration Office of Inspector General

Approved By:

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

Special Agent in Charge
Pacific Rim Regional Office of Investigations (JI-9)
U.S. General Services Administration Office of Inspector General

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BASIS FOR INVESTIGATION

On January 24, 2011, (b) (6), (b) (7)(C), Labor Relations Officer, Human Resources Division, Pacific Rim Region, U.S. General Services Administration (GSA), San Francisco, CA, provided information to the Pacific Rim Regional Office of Investigations (JI-9) regarding the alleged misuse of Government property by (b) (6), (b) (7)(C) assigned to the GSA San Diego Service Center in San Diego, CA. Specifically, the Government property in question was a FasTrak transponder (i.e. toll pass), an electronic toll collection system that allows users to prepay bridge tolls. As the user passes through a toll lane, the transponder is scanned and the toll is automatically deducted from a prepaid toll balance, thus eliminating the need to stop at the toll plaza. The FasTrak account was setup to simplify official Government travel in the San Diego area. (b) (6), (b) (7)(C) reported that (b) (6), (b) (7)(C) confessed to (b) (6), (b) (7)(C) supervisor, (b) (6), (b) (7)(C), GSA San Diego Service Center, San Diego Field Office, when (b) (6), (b) (7)(C) confronted (b) (6), (b) (7)(C) about the alleged misuse after an internal office review disclosed possible fraudulent activity on the San Diego Service Center's FasTrak account (Exhibit 1).

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SYNOPSIS

The investigation revealed (b) (6), (b) (7) used a Government-issued FasTrak toll pass for repeated personal travel in the San Diego area from October 2008 to January 2010. (b) (6), (b) (7) admitted to JI-9 agents during a voluntary interview that (b) (6), (b) (7) knew the toll pass was for official Government use only. (b) (6), (b) (7) also admitted that (b) (6), (b) (7) knowingly and willingly removed it from a Government vehicle and used it in (b) (6), (b) (7) personal vehicle, but stated the use was to travel to and from work locations. (b) (6), (b) (7) acknowledged it was a mistake to do so and agreed to pay restitution to GSA for (b) (6), (b) (7) misuse of the FasTrak toll pass. Based on an estimate prepared by the GSA San Diego Service Center, which (b) (6), (b) (7) did not dispute, the approximate cost to GSA for (b) (6), (b) (7) misuse amounted to \$375.55.

According to Penalty Guide, Table 2 of GSA Directive CPO 9751.1, *Maintaining Discipline*, the appropriate penalty for the “unauthorized use, removal, or possession of Government property” is a suspension or removal (1st offense) or removal (2nd offense).

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DETAILS OF INVESTIGATION

ALLEGATION: [REDACTED] misused Government property (FasTrak toll pass).

On January 31, 2011, JI-9 agents gathered information from [REDACTED] (b) (6), (b) (7)(C), GSA San Diego Service Center, regarding [REDACTED] alleged FasTrak misuse. [REDACTED] confirmed that [REDACTED] is [REDACTED] (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) advised that [REDACTED] set up the FasTrak account and obtained one toll pass that was used by [REDACTED] and later by [REDACTED] (b) (6), (b) (7)(C). The purpose of the FasTrak account was to save time on Government travel since there are toll roads in the San Diego area and near border stations, including the Otay Mesa Port of Entry Station where [REDACTED] was assigned (Exhibit 2).

[REDACTED] (b) (6), (b) (7)(C) advised [REDACTED] set up the FasTrak account and obtained one toll pass that was to be used between two Government vehicles [REDACTED] identified on the account. [REDACTED] said [REDACTED] pre-loaded the account with \$2,000, which came from fiscal year 2008 year-end money. [REDACTED] (b) (6), (b) (7)(C) said that prior to [REDACTED] picking up the FasTrak toll pass [REDACTED] told [REDACTED] it was only for use in the Government vehicle. [REDACTED] stated that after setting up the FasTrak account, [REDACTED] checked it once or twice but did not notice anything unusual. [REDACTED] (b) (6), (b) (7)(C) said [REDACTED] recently noticed a big jump in usage, so [REDACTED] reviewed the statements and observed that most of the charges were for the Route 54 toll road heading toward the Otay boarder station. [REDACTED] noted this made [REDACTED] suspicious since there was no obvious GSA work that would have necessitated official travel on Route 54. [REDACTED] (b) (6), (b) (7)(C) stated that [REDACTED] then conducted a complete review of the account and all FasTrak statements to determine which tolls were likely not for official Government travel. [REDACTED] said [REDACTED] review revealed that [REDACTED] (b) (6), (b) (7)(C) personal vehicle had been added to the account, although [REDACTED] was unable to determine who made the addition. Furthermore, [REDACTED] review of FasTrak statements dated October 1, 2008, to January 31, 2010, disclosed \$375.55 in tolls attributed to [REDACTED] for locations and times that were inconsistent with GSA's mission requirements (Exhibit 2).

On January 31, 2011, [REDACTED] (b) (6), (b) (7)(C) advised JI-9 agents during an interview after acknowledging a *Kalkines Warning* that [REDACTED] used the FasTrak toll pass for travel in [REDACTED] (b) (6), (b) (7)(C) personal vehicle to and from [REDACTED] assigned duty location at the Otay Mesa border station. [REDACTED] said [REDACTED] knew the FasTrak toll pass was for Government use and that [REDACTED] only used it to go to and from work. [REDACTED] said [REDACTED] just wanted to make the best use of [REDACTED] time. [REDACTED] said that [REDACTED] supervisor recently told [REDACTED] the FasTrak toll pass was not for personal use, but prior to that, [REDACTED] did not know it was illegal for [REDACTED] to use it in the way [REDACTED] had previously. [REDACTED] said [REDACTED] did not know how [REDACTED] personal vehicle was added to the FasTrak account. [REDACTED] said [REDACTED] never contacted the FasTrak office and denied ever adding [REDACTED] personal vehicle to the account. [REDACTED] agreed that \$375 was the approximate amount of [REDACTED] FasTrak usage in [REDACTED] personal vehicle and that [REDACTED] accepted responsibility for the usage and agreed to pay the money back. [REDACTED] provided a signed, sworn statement acknowledging [REDACTED] use of the FasTrak toll pass in [REDACTED] personal vehicle (Exhibit 3).

A JI-9 review of GSA Directive CPO 9751.1 revealed that item 1 of Table 2 of the Penalty Guide concerning the "unauthorized use, removal, or possession of Government property" identifies the appropriate disciplinary action is a suspension or removal (1st offense) or removal (2nd offense) (Exhibit 4).

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The Code of Federal Regulations, Title 5, section 2635 (5 CFR § 2635) prescribes the Standards of Ethical Conduct for Employees of the Executive Branch. 5 CFR § 2635.101(b)(9) states that “employees shall protect and conserve Federal property and shall not use it for other than authorized activities.” Furthermore, 5 CFR § 2635.704, *Use of Government Property*, defines Government property as “any form of real or personal property in which the Government has an ownership, leasehold, or other property interest as well as any right or other intangible interest that is purchased with Government funds, including the services of contractor personnel.” 5 CFR § 2635.704(a) states that “an employee has a duty to protect and conserve Government property and shall not use such property, or allow its use, for other than authorized purposes” (Exhibits 5 and 6).

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DISPOSITION

This investigation is closed, pending a review by GSA management to determine whether administrative action is warranted.

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EXHIBITS

1. Memorandum of Activity, (b) (6), (b) (7)(C) Referral Concerning (b) (6), (b) (7)(C), January 24, 2011
2. Memorandum of Activity, Information from (b) (6), (b) (7)(C), January 31, 2011
3. Memorandum of Interview, (b) (6), (b) (7)(C), January 31, 2011
4. GSA Directive CPO 9751.1, *Maintaining Discipline*, Table 2 (page 8 only)
5. 5 CFR § 2635.101, *Basic Obligations of Public Service*
6. 5 CFR § 2635.704, *Use of Government Property*

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February 10, 2009

MEMORANDUM FOR:

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

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

OFFICE OF THE CONTROLLER (QB)
FEDERAL ACQUISITION SERVICE

FROM:

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

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

SUBJECT:

Report of Investigation re:

Alleged Misuse of Government Property

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

**Staff Assistant
GSA/Federal Acquisition Service**

File Number: Z07-0022

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This memorandum presents the findings of our investigation regarding the captioned subject.

On December 17, 2006, (b) (6), (b) (7)(C), GSA/Federal Acquisition Service (FAS), Office of the Controller (QB), informed a GSA/ Office of Inspector General (OIG), Mid-Atlantic Regional Investigations Office (JI-W) Special Agent of possible unauthorized equipment purchases made from the internal ordering system of the Office of the Controller, FAS.

Specifically, (b) (6), (b) (7)(C) alleged (b) (6), (b) (7)(C), Staff Assistant, Office of the Controller, FAS, 2200 Crystal Dr., Arlington, VA, used (b) (6), (b) (7)(C) supply ordering authorization to place multiple orders for unauthorized maintenance equipment.

Supplies for the Office of the Controller are routinely purchased using the internal ordering system, which is managed by the GSA Customer Service Center (CSC). GSA Global Supply provides products ordered through the CSC.

On December 17, 2006, (b) (6), (b) (7)(C) provided to a JI-W Agent a 2006 Office of the Controller, CSC ordering history for (b) (6), (b) (7)(C) account activity and Federal Express delivery receipts for items returned to Global Supply. The CSC ordering history for (b) (6), (b) (7)(C) 2006 account activity reflected 3 orders containing non-office supply items (Attachment #1).

On December 27, 2006, (b) (6), (b) (7)(C), GSA/CSC, advised a JI-W Special Agent that CSC pin number (b) (6), (b) (7)(C) for the Office of the Controller account, belonged specifically to (b) (6), (b) (7)(C) during the time of the suspicious supply orders. (b) (6), (b) (7)(C) then provided the JI-W Special Agent with information to access the Global Supply ordering history to enable the JI-W Special Agent to locate Global Supply orders placed by (b) (6), (b) (7)(C) during the year 2006 (Attachment #2). Information located in the Global Supply ordering database corroborated data supplied by (b) (6), (b) (7)(C).

According to information received through the Global Supply ordering database, the unique pin number assigned to (b) (6), (b) (7)(C) was used to place order # 2717839 on April 25, 2006, which included a Cordless Screwdriver Drill with carrying case; order # 2727977 on May 4, 2006, which included a Socket set with Socket wrench; and order # 2887401 on September 28, 2006, that included a 18.0 volt Electric Drill and Gloves.

On January 9, 2007, (b) (6), (b) (7)(C) voluntarily reported to JI-W for an interview (Attachment #3). Prior to the interview, (b) (6), (b) (7)(C) was issued the "Non-Custodial Warning and Assurance to Employee: This Statement is Voluntary and May Be Used Against You in a Criminal Proceeding" form which (b) (6), (b) (7)(C) read, said (b) (6), (b) (7)(C) understood and signed. (b) (6), (b) (7)(C) agreed to answer questions about (b) (6), (b) (7)(C) usage of the GSA/FAS, Office of the Controller internal ordering system. During the interview, (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) had used the Office of the Controller internal ordering system to submit requests for items other than office supplies on multiple occasions. (b) (6), (b) (7)(C) also said the non-office supply orders were for items for official use by FAS personnel outside of the Office of the Controller, to include orders for GSA contract personnel employed by GSA contractor DCA Management.

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(b) (6), (b) (7)(C) acknowledged placing an order in September 2006, which included an 18.0 volt Electric Drill (\$377.99) and Work Gloves (\$70.08). (b) (6), (b) (7)(C) said the order was placed for the DCA Management personnel working on the FAS loading dock. (b) (6), (b) (7)(C) further explained that the order was returned shortly after it arrived at the FAS building upon the request of (b) (6), (b) (7)(C), Program Analyst, GSA/FAS.

(b) (6), (b) (7)(C) placed the aforementioned September order upon the request of (b) (6), (b) (7)(C), Mover, DCA Management. (b) (6), (b) (7)(C) recalled specifically ordering a Cordless Screwdriver Drill with Carrying Case for DCA Management personnel prior to placing the September order but was not aware of its current location. (b) (6), (b) (7)(C) did not recall ordering a Socket Set and Socket Wrench in May 2006.

On January 10, 2007, (b) (6), (b) (7)(C) met with a JI-W Special Agent at 2200 Crystal Dr., Arlington, VA, for a voluntary interview (Attachment #4). During the interview, (b) (6), (b) (7)(C) admitted requesting (b) (6), (b) (7)(C) to order an electric drill and gloves in September 2006 and taking the ordered items to (b) (6), (b) (7)(C) office upon their delivery to the FAS loading dock. (b) (6), (b) (7)(C) recalled using a different electric drill on the loading dock prior to September 2006, which was ordered by (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) also recalled using a Socket wrench and socket set on the FAS loading dock in 2005 but was not aware of either items current location.

On February 7, 2007, (b) (6), (b) (7)(C), Supply Systems Analyst, GSA/ CSC, confirmed the merchandise from the September 2006 order was returned to Global Supply in its entirety. On October 19, 2006, The Office of the Controller received full credit for the amount initially billed (Attachment #5).

On February 13, 2007, (b) (6), (b) (7)(C), Facilities Management, FAS, informed a JI-W Agent that in December 2006 the Facilities staff conducted an inspection of the DCA Management work spaces and failed to locate any unauthorized items or equipment from unauthorized orders.

The current location of the ordered Socket Wrench with Socket Set (\$109.07) and the Cordless Screwdriver Drill with Carrying Case (\$178.93) could not be determined.

The Office of the Controller has since revoked the supply-ordering privileges previously afforded to (b) (6), (b) (7)(C). The CSC pin number issued to (b) (6), (b) (7)(C) is no longer active.

On February 20, 2007, (b) (6), (b) (7)(C), Assistant United States Attorney, Eastern District of Virginia, declined criminal prosecution of the matter. No further investigative action is anticipated by JI-W.

The foregoing is provided for whatever action you deem appropriate. Please furnish me within 30 days of receipt of this report the results of any administrative action or management decision made in this matter by executing the enclosed Disposition Report. If administrative action is merely proposed, I request that you inform me of the anticipated date that final action will be taken. Please complete the Disposition Report only upon completion of management's final decision in this matter.

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You are advised that this information is from a system of records known as GSA/ADM 24, "Investigation Case Files", which is subject to the provisions of the Privacy Act of 1974. Consequently, the information herein may be disclosed only to those GSA officials who may have a need for the information in the performance of their duties. If the information in this memorandum is to be used as a basis for administrative action, pertinent portions may be copied and provided to the SUBJECT only after first obtaining the approval of my office.

After the report has served its purpose it must be returned to my office.

cc: Official File JI-W: Z070022
(b) (6), (b) (7)(C) 02/10/2009

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

September 12, 2011

MEMORANDUM FOR:

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

FROM:

(b) (6), (b) (7)(C)
SPECIAL AGENT (JIW)

SUBJECT:

Report of Investigation re:
(b) (6), (b) (7)(C) – Mismanagement of ARRA Project
involving GSA fuel efficient vehicles

Case Number: Z-10-H-0705

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

This case was initiated based upon information received from a confidential complainant, alleging mismanagement, violations of rules and laws, gross waste of funds, and retaliation for whistleblowing by managers in GSA's Office of Travel, Motor Vehicles, and Card Services.

Interviews of the complainant and a contracting officer involved in the procurement of compressed natural gas (CNG) buses were conducted, and numerous documents provided by the complainant were reviewed and analyzed.

The complainant raised the following issues:

Compressed Natural Gas Bus Program

According to the complainant, GSA purchased buses from Blue Bird on behalf of the U.S. Marine Corps. Some of the buses were inoperable upon delivery. They sat unusable in parking lots for up to six months, and ultimately had to be repaired by GSA at GSA's expense. Officials from GSA Fleet met with Blue Bird representatives to revise technical requirements in the contract, in a way that relaxed many of those requirements, which the complainant felt was inappropriate. The standards should have been discussed publicly and openly if they were going to be revised. For example, at Blue Bird's suggestion, a contract term was modified to allow GSA only one day to identify any problems with delivered buses; thereafter, Blue Bird would be relieved of any responsibility for problems with the buses it delivered. The Reporting Agent (RA) could not identify a law or regulation that the above actions, if substantiated, would have violated. The decision was a policy decision; therefore, no further investigation is warranted.

New Model Year Program

The complainant also alleged problems with GSA's former "summer garage" program,¹ which instructed agencies to obligate current year appropriations, even in the absence of a firm and complete order, for vehicle purchases that would not take place until the following fiscal year. The Government Accountability Office (GAO) issued a decision on July 1, 2009, that concluded the program, as operated, violated federal fiscal law, specifically the specificity requirement of the Recording Statute, 31 U.S.C. § 1501(a)(1). The complainant stated that (b) (6), (b) (7)(C), who (b) (6), (b) (7)(C) that program, may not have been completely forthcoming with GAO during that investigation, and the current replacement program does not necessarily resolve all of the problems with the summer garage program.

GSA subsequently revised the program. Under the revised program, called the New Model Year program, contracts were supposed to be awarded October 1, 2009, but they were not awarded until January 23, 2010. The complainant alleged (b) (6), (b) (7)(C) is largely responsible for the delay. (b) (6), (b) (7)(C)

[REDACTED]

[REDACTED] There is no illegal activity alleged, and management was notified of the error. Moreover, GAO has already issued a decision concerning the program in question and changes have been made to the program.

Compressed Natural Gas (CNG) Bus Procurement – American Reinvestment and Recovery Act Funded (ARRA) Procurement

In April 2009, GSA set a goal to purchase \$285 million worth of fuel-efficient vehicles by June 1, 2009 and \$15 million worth of commercially available CNG buses by September 30, 2009. GSA said it would not issue any new contracts to purchase the CNG buses, but there were not any contracts in place under which it could fulfill its commitment, so GSA had to award new contracts. According to the complainant, the time allotted was not sufficient to properly solicit and award such contracts. GSA leadership, specifically (b) (6), (b) (7)(C) [REDACTED], failed in their responsibilities in this regard because they did not inquire sufficiently as to whether they could fulfill their commitments under existing contracts, nor did they consult with subject matter experts to determine what standards and requirements the CNG buses would need to meet.

In addition, GSA leadership failed to take into consideration that the Office of Vehicle Acquisition was already operating at capacity and was stretched to the limit by current projects; for example, there were (and still are) only two or three warranted contracting officers in the entire office, due to attrition. Although GSA posted the solicitation (GS-30F-V0032) on www.FedBizOpps.gov, the complainant believes it should have known that the major manufacturers in the CNG bus industry do not regularly check that web site because they do not frequently do government work. The complainant alleged that GSA did not properly reach out to the industry to generate competition.

As a result of those mistakes, an hour before the solicitation was to close there were no bids. (b) (6), (b) (7)(C) [REDACTED], Center for Automotive Acquisition, became concerned and approached (b) (6), (b) (7)(C) staff to discuss what action could be taken. Another employee suggested

¹ Agent Note: Officially called the AutoChoice Summer Program

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contacting New Flyer, which previously had provided CNG buses under another GSA contract, to see if it was interested in bidding. That contact was not improper according to the complainant or to the contracting officer who oversaw the award, but the complainant believes (b) (6), (b) (7)(C) should have ensured maximum competition in accordance with the Federal Acquisition Regulation (FAR) by contacting other potential bidders as well. The complainant believes the contracting officer should have allowed the solicitation to expire and issued a new solicitation. The complainant believes it was improper to allow the solicitation deadline to be extended more than once to allow New Flyer to submit its bid. The complainant believes (b) (6), (b) (7)(C) all mismanaged the procurement because of pressure from the White House to complete the procurement by the end of September 2009.

There was no violation of the FAR or other federal procurement law in the way the solicitation and award were handled. Sufficient notice was given to the federal government contractor community to meet FAR requirements for adequate competition. No law or regulation prohibits contacting a known, capable source to encourage that source to bid, in addition to advertising the solicitation. Nor does federal procurement law require multiple potential bidders be contacted if one potential bidder is contacted. Although contacting multiple potential bidders, or cancelling the solicitation and restarting the process, may have better promoted competition and resulted in more than one bid, such a deficiency does not amount to a violation of federal procurement law.

Improper Pressure – Volkswagen and Toyota

The complainant also stated that when the complainant's office updated GSA's Federal Vehicle Standards last year, which it does every year, it included several Volkswagen and Toyota vehicles. Numerous customers had requested that vehicles from these manufacturers, whose products comply with the Trade Agreements Act according to the complainant, be included in the Standards. Inclusion in the Standards makes it easier for companies to bid on contracts because they do not have to affirmatively demonstrate that their products meet GSA standards. After solicitations for new vehicles were issued, however, (b) (6), (b) (7)(C) inserted (b) (6), (b) (7)(C) into the procurement process in an inappropriate manner, according to the complainant. Specifically, (b) (6), (b) (7)(C) engaged in private discussions with representatives from both Volkswagen and Toyota to make sure they understood the scope and requirements of the contracts. (b) (6), (b) (7)(C) emphasized the high number of vehicles they could be required to provide under the contracts, which the complainant believes is why neither submitted a bid. The complainant believes (b) (6), (b) (7)(C) intentionally dissuaded Volkswagen and Toyota from submitting bids in accordance with the wishes of (b) (6), (b) (7)(C) superiors, (b) (6), (b) (7)(C), who, according to the complainant, thought that purchasing foreign-name vehicles could cause political problems.

The allegation as stated does not allege a violation of any federal procurement law, or any other law. It is not improper for a program manager to review with potential bidders the complex scope and requirements of a contract that could involve orders for hundreds or thousands of vehicles by the federal government. There is no basis to believe any improper pressure was put on Toyota or Volkswagen to intimidate them or dissuade them from bidding on contracts.

2011 School Bus Standards

Due to cost pressures, GSA Automotive has induced a "race to the bottom" by school bus manufacturers. Agencies repurpose school buses to use as shuttle buses, and budgets for such vehicles are statutorily limited. As a result, GSA Automotive was pressured into creating a new schedule of buses with stripped-down requirements. The buses will be cheap but not

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necessarily the best for customers. The companies that produce the buses are unhappy because they anticipate customer dissatisfaction with the buses. The buses will have high maintenance costs that may not make them cheap in the long run. In seeking to meet these new standards, companies such as Blue Bird are now essentially offering non-commercial items under contracts for which they are supposed to offer commercial items. The complainant disclosed [REDACTED] concerns to the Office of Special Counsel, but it found no likelihood of a violation of law, so it declined to pursue the matter further. This office also finds no likelihood of a violation of law, and likewise will not pursue the matter further.

Potential Whistleblower Retaliation

The complainant alleged whistleblower retaliation for raising concerns to management, including concerns related to the Blue Bird procurement discussed above. The complainant went to GSA Human Resources (HR) with [REDACTED] concerns. HR said it could not do anything and suggested the complainant hire an attorney if he/she believed he/she had been discriminated against. The complainant subsequently hired an attorney. In the spring of 2010, the complainant submitted a complaint to the Office of Special Counsel (OSC). OSC has since notified the complainant by letter that it has closed the case. This office will take no further action regarding such a claim.



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

December 18, 2009

MEMORANDUM FOR:

(b) (6), (b) (7)(C)
DIRECTOR, HUMAN RESOURCE SERVICES,
NATIONAL CAPITOL REGION (CPN)

FROM:

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

SUBJECT:

LETTER REPORT

(b) (6), (b) (7)(C) – CRIMINAL MISCONDUCT
Case Number: Z10W0092

On November 5, 2009, this office was contacted by GSA Human Resources Division regarding a background investigation report that it had received from the GSA Personnel Security Requirements Division (PSRD). The Office of Personnel Management sent PSRD a Federal Bureau of Investigation arrest record concerning GSA employee (b) (6), (b) (7)(C). According to the report, (b) (6), (b) (7)(C) had been arrested twice in 2009, once for driving on a suspended license and marijuana possession and once for marijuana possession. This office was advised that (b) (6), (b) (7)(C) is a driver for GSA, and having a suspended license could impact (b) (6), (b) (7)(C) eligibility to perform his duties.

This office conducted checks with the Anne Arundel County Police, Prince Georges County Police, the Prince George's County Court, Maryland state court records, and the Maryland Department of Motor Vehicles. The investigation revealed that (b) (6), (b) (7)(C) driver's license was suspended twice in August 2008. It was first suspended on August 2008, after (b) (6), (b) (7)(C) failed to appear in Maryland district court. The records do not provide the basis for (b) (6), (b) (7)(C) obligation to appear in court. (b) (6), (b) (7)(C) license was suspended a second time on August 2008, as the result of a civil judgment against (b) (6), (b) (7)(C) related to a September 2006 automobile accident. The current status of (b) (6), (b) (7)(C) driver's license is suspended.

On January 2009, (b) (6), (b) (7)(C) was arrested in Crofton, Maryland, for driving a motor vehicle on a suspended license and for possession of marijuana. (b) (6), (b) (7)(C) pleaded guilty to driving on a suspended license; prosecution of the marijuana possession charge was suspended by the state.

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On August [REDACTED] 2009, [REDACTED] (b) (6), (b) (7)(C) was arrested in Upper Marlboro, Maryland, for driving on a suspended license (and related motor vehicle charges) and for possession of marijuana. [REDACTED] (b) (6), (b) (7)(C) has retained legal counsel and demanded a jury trial to challenge both the motor vehicle charges and the possession of marijuana charge. Trial for the marijuana possession charge has been set for [REDACTED] (b) (6), (b) (7)(C) 2010. No trial date has been set related to the motor vehicle charges.

This report is furnished for your information only and no response is required. You are advised this report is from a system of records known as "GSA/ADM 24, Investigation Case Files," which is subject to the provisions of the Privacy Act of 1974. Consequently, this report may be disclosed to appropriate GSA officials who have a need for it in the performance of their duties pursuant to a routine use.

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

December 18, 2009

MEMORANDUM FOR:

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

DIRECTOR, HUMAN RESOURCE SERVICES,
NATIONAL CAPITOL REGION (CPN)

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

FROM:

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

SPECIAL AGENT IN CHARGE (JI-W)

SUBJECT:

LETTER REPORT

(b) (6), (b) (7)(C) – CRIMINAL MISCONDUCT
Case Number: Z10W0094

On November 5, 2009, this office was contacted by GSA Human Resources Division regarding a memorandum it had received from the White House Center (WHC). On October 2009, the WHC was contacted by the Annapolis, Maryland Police Department, stating that it had impounded a government van assigned to the WHC and arrested the driver, (b) (6), (b) (7)(C) for driving on a suspended license. The Annapolis Police Department provided the WHC a copy of the arrest incident report. (b) (6), (b) (7)(C) supervisor told GSA that (b) (6), (b) (7)(C) had not been authorized to drive the van on the night (b) (6), (b) (7)(C) was arrested.

This office conducted a check with the Annapolis Police and reviewed Maryland state court records. The investigation confirmed that (b) (6), (b) (7)(C) was arrested on October 2009, for driving on a suspended license. Those charges are still pending. The investigation also revealed that (b) (6), (b) (7)(C) driver's license was suspended on August 2008, after (b) (6), (b) (7)(C) failed to appear in court related to a speeding ticket issued to (b) (6), (b) (7)(C) in May 2008. The current status of (b) (6), (b) (7)(C) driver's license is suspended.

This report is furnished for your information only and no response is required. You are advised this report is from a system of records known as "GSA/ADM 24, Investigation Case Files," which is subject to the provisions of the Privacy Act of 1974. Consequently, this report may be disclosed to appropriate GSA officials who have a need for it in the performance of their duties pursuant to a routine use.



U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

**NATIONAL CAPITAL REGION
OFFICE OF INVESTIGATIONS**

March 29, 2010

MEMORANDUM FOR: FILE

FROM:

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

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

SUBJECT: PUBLIC BUILDING SERVICE (PBS) CONSTRUCTION
PROGRAM REGIONAL PROACTIVE

Case Number: V030002

The above referenced proactive case has been evaluated and is being closed.

After the evaluation review of the proactive initiative, The National Capital Region Office of Investigations will assign the respective time associated to PBS construction cases to specific case numbers in the Investigative Documentation Electronic Administrative System (IDEAS).

This matter does not require any further action.

Northeast and Caribbean Regional Investigations Office

September 28, 2009

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

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

SUBJECT: Case Closing Memorandum

Re: Possible Conflict of Interest

(b) (6), (b) (7)(C)
Public Buildings Service
Boston, MA

File Number: Z070025

The U.S. General Services Administration (GSA), Office of Inspector General (OIG), Boston Resident Field Investigations Office (JI-1) conducted a preliminary investigation to determine whether (b) (6), (b) (7)(C), Public Buildings Service (PBS), GSA, Boston, MA, had an improper or fraudulent relationship with a GSA contractor identified as TECUMSEH PROFESSIONAL ASSOCIATES (TECUMSEH), Albuquerque, NM.

The investigation was initiated based on information provided on November 21, 2006, by (b) (6), (b) (7)(C) South Service Center, PBS, GSA, Boston, MA, regarding a discussion (b) (6), (b) (7)(C) had with (b) (6), (b) (7)(C) South Service Center, PBS, GSA, Providence, RI. (b) (6), (b) (7)(C) relayed that, when meeting with (b) (6), (b) (7)(C) relative to a solicitation unrelated to TECUMSEH, (b) (6), (b) (7)(C) disclosed that one of the bidders, (b) (6), (b) (7)(C), relayed to (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) had been present during a meeting attended by (b) (6), (b) (7)(C) and two TECUMSEH employees identified as (b) (6), (b) (7)(C), during which future GSA business opportunities were discussed. The meeting was viewed as improper in that both (b) (6), (b) (7)(C) were former GSA employees who had worked with (b) (6), (b) (7)(C) during their tenure with GSA; (b) (6), (b) (7)(C) was the former (b) (6), (b) (7)(C) (retired), PBS, GSA, Boston, MA and (b) (6), (b) (7)(C) was the former (b) (6), (b) (7)(C) (retired), Property Disposal Division, PBS, GSA, Boston,

MA. (b) (6), (b) (7)(C) suggested that (b) (6) may have information regarding TECUMSEH billing GSA for hours not worked.

When interviewed by a JI-1 special agent, (b) (6), (b) (7)(C) was not able to provide additional information, other than that (b) (6), (b) (7)(C) relayed that during one such meeting attended by (b) (6), (b) (7)(C) in which future business opportunities were broached, there was some discussion about the "IG" looking at TECUMSEH and how to avoid the "IG".

(b) (6), (b) (7)(C) was subsequently interviewed by JI-1 special agents. (b) (6) advised that (b) (6) was employed by TECUMSEH from (b) (6), (b) (7)(C). Regarding the relationship between GSA and TECUMSEH, (b) (6), (b) (7)(C) relayed that (b) (6), (b) (7)(C) directed GSA business to TECUMSEH and approved payments for incomplete projects without verification that the work was performed. Further, that (b) (6), (b) (7)(C) attended meetings with (b) (6), (b) (7)(C) to discuss future GSA business opportunities for TECUMSEH (meetings which (b) (6), (b) (7)(C) viewed as improper). Regarding the meeting in which the "IG" was discussed, (b) (6), (b) (7)(C) believed that the meeting occurred during a timeframe in which the GSA/OIG had a high profile case(s) and the (b) (6), (b) (7)(C) and TECUMSEH officials believed this would enhance scrutiny regarding TECUMSEH's operations and relationship with GSA. (b) (6), (b) (7)(C) could not provide further details.

JI-1's investigation disclosed that GSA awarded TECUMSEH a Mission Oriented Business Integrated Services (MOBIS) contract (GS-10F-0212J) for the provision of consulting and facilitation services commencing in September 1999 and extended through (at least) August 2009. The hourly rates were in accordance with those negotiated in TECUMSEH's Federal Supply Service contract with GSA. A number of individual time and material/labor hour task orders were issued against TECUMSEH's MOBIS contract(s), including those utilized by GSA's Property Disposal Division, PBS, GSA, Boston, MA. According to the award documentation, time and material/labor task orders were appropriate inasmuch as it was not possible at the time of placing the contract to establish accurately the extent or duration of the work. TECUMSEH's task orders were awarded and generally administered by (b) (6), (b) (7)(C) Office of Real Property Disposal, PBS, GSA, Washington, DC. Those task orders utilized by the Property Disposal Division, PBS, GSA, Boston, MA were for program administration and technical support, target asset reviews, and disposal support. Invoices were typically generated by TECUMSEH on a monthly basis for the various task orders and forwarded to the appropriate contact for review. The primary point of contact for the aforementioned tasks in the Property Disposal Division, PBS, GSA, Boston, MA was (b) (6), (b) (7)(C).

An examination of the manner in which TECUMSEH invoiced the government for THEIR services, as well as supporting documentation and narratives, did not disclose any obvious indications that TECUMSEH was inflating THEIR hours for work performed on behalf of the

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Property Disposal Division, PBS, GSA, Boston, MA. The invoice format, content, detail, and supporting narratives, as well as the approval process was consistent with that provided to other regions.

The nature of time and mater/labor hour task orders (versus a firm, fixed price contract, for example) would likely prompt discussion regarding future work opportunities between a contractor and GSA officials. Therefore, any meetings between (b) (6), (b) (7)(C) and TECUMSEH officials to discuss future GSA work regarding these task orders would not be inappropriate. There was no evidence developed that (b) (6), (b) (7)(C) inappropriately steered work to TECUMSEH, or that (b) (6), (b) (7)(C) personally benefited from the work performed by TECUMSEH. There was no evidence that (b) (6), (b) (7)(C) had any personal or substantial involvement with TECUMSEH prior to their retirement from GSA, or that their prior status with GSA resulted in the inappropriate award of work to TECUMSEH.

In light of the above, JI-1 has concluded its investigation. No further action is warranted and the case is now closed.

cc: Official File JI-1

(b) (6), (b) (7)(C) Z070025:09/28/2009



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

NATIONAL CAPITAL REGION

January 26, 2011

MEMORANDUM FOR:

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

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

ASSISTANT SPECIAL AGENT-IN-CHARGE
NATIONAL CAPITAL REGIONAL
OFFICE OF INVESTIGATIONS (JI-W)

FROM:

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

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

SPECIAL AGENT
NATIONAL CAPITAL REGIONAL
OFFICE OF INVESTIGATIONS (JI-W)

SUBJECT:

Closing Memorandum
File No.: Z07-0054

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

On May 9, 2007, the National Capital Region Office of Investigations received a complaint from (b) (6), (b) (7)(C), Employee and Labor Relations Branch, Human Resources Division stating (b) (6), (b) (7)(C), should not be using official time to represent GSA employees that are not in the National Federation of Federal Employees (NFFE) bargaining unit.

On June 14, 2007, the Reporting Agent (RA) met with (b) (6), (b) (7)(C) regarding the complaint. (b) (6), (b) (7)(C) had no evidence to validate the allegation regarding (b) (6), (b) (7)(C) being paid for (b) (6), (b) (7)(C) representation of GSA employees. (b) (6), (b) (7)(C) related (b) (6), (b) (7)(C), GSA, Human Resource Consultant, Employee & Labor Relations, Southeast Sunbelt Region informed (b) (6), (b) (7)(C) regarding (b) (6), (b) (7)(C) representation of non-bargaining unit employees. (b) (6), (b) (7)(C) related to (b) (6), (b) (7)(C) is or has been representing non-bargaining unit employees in an EEOC (Equal Employee Opportunity Commission) forum or before the Merit Systems Protection Board (MSPB).

In October 2007, the RA contacted (b) (6), (b) (7)(C) to obtain evidence related to the allegation of payment to (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) union representation of employees before an EEOC forum or MSPB. (b) (6), (b) (7)(C) had no proof that (b) (6), (b) (7)(C) was being paid by bargaining unit employees to represent them. (b) (6), (b) (7)(C) stated (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) had an exchange of words related to who (b) (6), (b) (7)(C) is allowed to

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300 D Street SW, suite 800, Washington, D.C., 20024

represent in the bargaining unit. (b) (6), (b) (7)(C) provided the RA with a few names of individuals (b) (6), (b) (7)(C) allegedly represented.

The RA made an attempt to contact the individual (s) named by (b) (6), (b) (7)(C) who (b) (6), (b) (7)(C) represented during an EEO forum or MSPB. The individual(s) (b) (6), (b) (7)(C) provided are no longer employed with GSA.

According to GSA Policy, Article 6 – Official Time Section 3(D): Use of Official Time states “Union representatives who represent bargaining unit employees before the FLRA, MSPB or EEOC shall be authorized official time for such purposes as determined by these authorizes. This official time is not subject to the limitations established in Section 2 of this Article. (ATTACHMENT 1)

The RA reviewed (b) (6), (b) (7)(C) “Record of Official Time Used For Representation Functions” GSA Form 3079 for the time frame January 2006 through September 2007. The review revealed that neither (b) (6), (b) (7)(C) nor (b) (6), (b) (7)(C) supervisor adhered to Article 6 Section 3(K) Use of Official Time which states “All union representatives shall document their use of official time on the negotiated Form 3079 of this agreement. The form will be initialed by both the representative and the supervisor and a copy by the representative. No later than the fifth (5th) work day following the accounted for month the representative and the supervisor shall review the forms for accuracy.” (ATTACHMENT 2)

The RA attempted to interview (b) (6), (b) (7)(C) regarding the allegations on February 4, 2008. (b) (6), (b) (7)(C) did not want to continue the interview without (b) (6), (b) (7)(C) union representative. The interview was stopped until (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) union representative could reschedule.

On May 6, 2008, an interview was attempted with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), Union Representative. At this interview, (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) expressed their desire not to participate in the interview by walking out of the interview.

In June 2008, the RA contacted the Fraud and Public Corruption Division, District of Columbia U.S. Attorney’s Office to present the case. The case was declined for criminal prosecution.

The Reporting Agent could not substantiate other allegations made by (b) (6), (b) (7)(C) regarding the possibility (b) (6), (b) (7)(C) may have been receiving a financial return for (b) (6), (b) (7)(C) representation.

This matter does not require any further investigation or action.



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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

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
Pacific Rim Regional Office of Investigations

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January 10, 2011

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

FROM: (b) (7)(C) // SIGNED // (b) (7)(C) //
 SPECIAL AGENT IN CHARGE (JI-9)

SUBJECT: Case Closing Memorandum

 Case Title – GSA PBS TRAVEL CREDIT CARDS
 Case Number: Z10L0825

This memorandum presents the findings of our investigation.

On August 4, 2010, the Pacific Rim Regional Office of Investigations (JI-9) received information from (b) (7)(C) (b) (7)(C) Real Estate Branch, San Diego Service Center, Public Buildings Service (PBS), Pacific Rim Region, U.S. General Services Administration (GSA), San Diego, CA, indicating more than one of (b) (7)(C) subordinates reported suspected fraudulent charges on their GSA-issued Citibank travel credit card. [Agent Note: The affected employees already protested the alleged fraudulent charges with Citibank.]

On August 23, 2010, JI-9 reviewed the PBS employees' credit card statements containing the alleged fraudulent transactions and was unable to determine a common point of compromise.

On August 23, 2010, (b) (7)(C), Fraud Investigator, Citibank, advised JI-9 that the GSA travel credit cards were compromised through the Preferred Hotel Group. The credit cards could have been used at one of the Preferred Hotel Group's many hotels or in the bars and restaurants attached to the hotels. However, (b) (7)(C) said the credit cards were most likely compromised at the Preferred Hotel Group's corporate servers and not at individual properties. (b) (7)(C) stated that Citibank identified the date range of the compromises as June 2008 to July 2010. (b) (7)(C) said Citibank notified the appropriate personnel at the company. Furthermore, (b) (7)(C) advised that it was likely the Preferred Hotel Group would investigate the matter internally and the results of the investigation, if any, would not likely be shared with Citibank. (b) (7)(C) stated that Citibank suspects the credit cards were sold through the Internet and that is why fraudulent charges on the credit cards occurred worldwide. (b) (7)(C) stated that (b) (7)(C) could not share the number of Citibank credit cards they identified as having been compromised through the Preferred Hotel Group, which includes credit cards issued to the private sector and government customers.

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

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

NATIONAL CAPITAL REGION

June 14, 2011

MEMORANDUM FOR:

(b) (7)(C)
SPECIAL AGENT-IN-CHARGE
NATIONAL CAPITAL REGIONAL
OFFICE OF INVESTIGATIONS (JI-W)

FROM:

(b) (7)(C) (b) (7)(C)
SPECIAL AGENT
NATIONAL CAPITAL REGIONAL
OFFICE OF INVESTIGATIONS (JI-W)

SUBJECT:

Closing Memorandum
File No.: Z10W-2339

The above reference case has been evaluated and determined that there is no investigative merit and no further action is required. This case is closed in our files.

On August 11, 2010, the Reporting Agent interviewed (b) (7)(C), (b) (7)(C) Financial Management and Analysis Division. (b) (7)(C) made numerous allegations against the Office of Chief Financial Officer (CFO) for acting inappropriately toward the Controller's Office and the award of the Pegasys contract. (b) (7)(C)
(b) (7)(C) (b) (7)(C)
(b) (7)(C)
(b) (7)(C)
(b) (7)(C) (b) (7)(C)

In October 2010, the General Services Administration (GSA), Office of Inspector General (OIG), Audits and Counsel conducted an intensive review of the allegations made by (b) (7)(C)

On April 13, 2011, GSA, OIG Audits and Counsel concluded the allegations seemed to indicate the existence of management and interpersonal dynamics issues between the Chief Financial Officer and the Controller's Office, however no evidence of fraud or misconduct was substantiated.

For a more detailed explanation of the allegations and findings, please review the attached report submitted to management. (Attachment 1)

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Regional Office of Investigations (JI-W)
300 D Street SW, suite 800, Washington, D.C., 20024



U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

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February 23, 2012

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

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

SUBJECT: Case Closing Memorandum

Case Title: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)
Region 9 San Francisco, CA
Case File Number: Z1293085

This memorandum serves as the final report in this matter.

In October 2011, the Pacific Rim Regional Investigations Office (JI-9) received an anonymous complaint submitted to the U.S. General Services Administration (GSA) Office of Inspector General Hotline on September 16, 2011 alleging that (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) [REDACTED], Federal Acquisition Service (FAS), Region 9 Pacific Rim, GSA, "hasn't been seen for 4 years" and that GSA management is covering something up.

A JI-9 review of public records disclosed that (b) (6), (b) (7)(C) was listed as (b) (6), (b) (7)(C) of Argonaut Ventures, Inc. and the registered agent was named (b) (6), (b) (7)(C). The records also revealed the corporation status was categorized as delinquent in 1984 and remains suspended. Finally, the review revealed (b) (6), (b) (7)(C), who is now deceased, (b) (6), (b) (7)(C) [REDACTED].

On February 6, 2012, JI-9 agents interviewed (b) (6), (b) (7)(C), (b) (6), (b) (7)(C) [REDACTED], Fleet Management Division, FAS, Region 9, GSA, San Francisco, CA, concerning the allegations involving (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) was one of (b) (6), (b) (7)(C) direct reports, and that (b) (6), (b) (7)(C) typically contacts (b) (6), (b) (7)(C) on a weekly basis to check in and review relevant work product. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) performed analysis of Fleet programs and was part of the national preventive maintenance team; an effort to reduce cost related to the routine maintenance of GSA leased vehicles. (b) (6), (b) (7)(C) revealed that (b) (6), (b) (7)(C) works out of (b) (6), (b) (7)(C) residence and is categorized as a virtual workplace employee and not part of the telework program. (b) (6), (b) (7)(C) stated that (b) (6), (b) (7)(C) was authorized a virtual office for approximately 10 years, based on (b) (6), (b) (7)(C) and job description; the position description does not require a regular work station function. (b) (6), (b) (7)(C) said

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the virtual workplace was authorized and acknowledged by GSA; (b) (6), (b) (7)(C) personnel action form (Standard Form 50) confirmed (b) (6), (b) (7)(C) worksite as his residence located at (b) (6), (b) (7)(C) in Novato, CA.

On February 15, 2012, JI-9 agents interviewed (b) (6), (b) (7)(C) at (b) (6), (b) (7)(C) residence in Novato. After reading and signing a *Non-Custodial Warning and Assurance to Employee (Garrity)* form, (b) (6), (b) (7)(C) acknowledged that (b) (6), (b) (7)(C) performed GSA duties at (b) (6), (b) (7)(C) residence and that GSA was aware of and authorized the virtual worksite. (b) (6), (b) (7)(C) showed the agents spreadsheets and data that (b) (6), (b) (7)(C) was responsible for acquiring, analyzing, and furnishing to GSA management. (b) (6), (b) (7)(C) explained that the arrangement was due to (b) (6), (b) (7)(C).

(b) (6), (b) (7)(C) relayed that (b) (6), (b) (7)(C) had previously answered a similar allegation a few years prior and was annoyed that someone lodged another complaint.

At the conclusion of the interview, the agents asked (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) was a former friend that (b) (6), (b) (7)(C) disassociated with several years ago. (b) (6), (b) (7)(C) confirmed that (b) (6), (b) (7)(C) was deceased and had previously utilized other names. (b) (6), (b) (7)(C) explained that (b) (6), (b) (7)(C) had a falling-out with (b) (6), (b) (7)(C) due to (b) (6), (b) (7)(C). When asked about Argonaut Ventures, Inc., (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) recalled the name but was never associated with the corporation. (b) (6), (b) (7)(C) was surprised when informed that California State records listed (b) (6), (b) (7)(C) as the company (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) admitted that (b) (6), (b) (7)(C) almost went into business with (b) (6), (b) (7)(C) several years ago, but denied any knowledge of or agreement regarding Argonaut Ventures, Inc.

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

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

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U.S. GENERAL SERVICES ADMINISTRATION
Office of Inspector General

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February 23, 2012

MEMORANDUM FOR

RUTH F. COX
REGIONAL ADMINISTRATOR (9A)

FROM:

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

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

SPECIAL AGENT IN CHARGE (JI-9)

SUBJECT:

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

The Pacific Rim Regional Investigations Office (JI-9) recently concluded an investigation into an anonymous complaint against (b) (6), (b) (7)(C), Transportation Operations Specialist, Fleet Management Division, Federal Acquisition Service, Region 9 – Pacific Rim, U.S. General Services Administration (GSA), Novato, CA, alleging that (b) (6), (b) (7)(C) has been absent from work for extended periods of time without authorization and not performing (b) (6), (b) (7)(C) job duties. Our investigation did not substantiate the allegations. Conversely, it revealed GSA management granted (b) (6), (b) (7)(C) special status as a virtual workplace employee based on his job duties and to (b) (6), (b) (7)(C). Furthermore, the investigation revealed (b) (6), (b) (7)(C) is producing work product to the satisfaction of (b) (6), (b) (7)(C) management chain. Based upon our findings, the investigation is closed and no further action is warranted.

Please note this memorandum is from a system of records known as “GSA/ADM 24, Investigation Case Files,” which is subject to the provisions of the Privacy Act of 1974. Consequently, this memorandum may be disclosed only to appropriate GSA officials who have a need to know its contents. If the information in this memorandum is to be used as a basis for administrative action, pertinent portions may be copied and provided to the SUBJECT only after first obtaining the approval of my office.

If you have any questions or concerns regarding this matter, please contact me at (b) (6), (b) (7)(C) or the case agent, Special Agent (b) (6), (b) (7)(C), at (b) (6), (b) (7)(C).

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Pacific Rim Regional Investigations Office (JI-9)
450 Golden Gate Avenue, Suite 7-5262, San Francisco, CA 94102