

Army Procurement Fraud Branch

Procurement Fraud Advisor's Update



Harmless Explosion

Photo by Air Force Master Sgt. Andy Dunaway

April 03, 2007

SGT's Sean Bundy and Dennis First search for IEDs near Al Muradia village, Iraq, March 12. The Soldiers are from the 3rd Brigade Combat Team, 25th Infantry Division. The smoke is from a controlled IED detonation.

This photo appeared on www.army.mil.

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ARMY PROCUREMENT FRAUD ADVISOR'S UPDATE

ARMY PROCUREMENT FRAUD BRANCH
CONTRACT & FISCAL LAW DIVISION

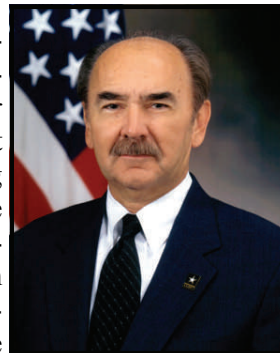
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ARMY SUSPENSION & DEBARMENT OFFICIAL'S MESSAGE

On 30 March, I along with Chris McCommas, Chief, Procurement Fraud Branch (PFB) and PFB attorney Brian Persico met with Mr. Stuart Bowen, Special Inspector General for Iraq Reconstruction (SIGIR) and senior members of his staff, to explore a closer working relationship between Army and SIGIR to facilitate efforts by the Army to expeditiously pursue possible suspension and debarment action against contractors and individuals whose actions in Iraq have brought into question their present responsibility as Government contractors. SIGIR recognizes the importance of and supports the use of suspension and debarment as an effective way to enhance contractor integrity and improve the quality of goods and services being provided in Iraq. While Army is but one of the many different federal agencies involved in contracting in Iraq, our role is particularly significant. This is important not only because of the extent of Army contracting but also the critical part such contracting plays in military action there. We made the point that investigative reports prepared by SIGIR can provide the factual basis necessary to initiate consideration of possible suspension and debarment action and that we appreciated SIGIR's support in getting such reports to us as soon as possible.

Suspension and debarment action can be an effective tool in improving the ethical quality of contractors supporting the war. Increased interest is being shown by acquisition, IG and investigative personnel

in the suspension and debarment process for the important part it is playing in addressing the contracting improprieties in Iraq and Afghanistan. We should not only be proud of our efforts to address these highly visible contracting problems there but also in addressing normal routine efforts throughout Government acquisition. A suspension and debarment official can do nothing without the work of the many involved in investigating, providing information to investigators, reviewing and preparing criminal, civil, or administrative cases which provide the factual basis necessary for a review of present responsibility. Thanks to all of you for your outstanding efforts. They do make a difference. They are very much appreciated.



MISSION

The Procurement Fraud Branch (PFB) is part of the Contract and Fiscal Law Division, U.S. Army Legal Services Agency. PFB is the Army's single centralized organization with the mission to coordinate and monitor the status of all criminal, civil, contractual, and administrative remedies in cases of fraud or corruption relating to Army procurements. The Procurement Fraud Advisor's Newsletter has been published since September of 1989 on a quarterly basis to advise Army Procurement Fraud Advisors (PFAs) on the latest developments in procurement fraud and remedies coordination. The Update is also distributed electronically to other Government fraud counsel at their request.

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CHIEF TRIAL ATTORNEY'S MESSAGE (CONT'D ON PAGE 4)

Renewed Emphasis on Procurement Fraud Reporting Requirements for FY 07:

On 21 February 2007, I conducted a conference call with most of the Procurement Fraud and Irregularities Coordinators (PFICs) throughout the Army to address concerns about the new Army procurement fraud reporting requirements implemented in FY 07. Hopefully, all Army PFICs have contacted the Procurement Fraud Advisors (PFAs) in their commands to explain the new requirements. A brief rationale for the renewed emphasis on reporting requirements and summary follows.

The role of the Army's PFAs and PFICs, as described in AR 27-40, consists of the reporting, monitoring, and assisting in the resolution of fraud cases affecting Army procurements. A review by PFB in late 2006 of procedures used to report and monitor fraud cases showed that the current system lacks regular accountability for case reporting due to its decentralized nature. The result has been that PFICs and PFB are often not able to adequately report the status of monitored cases as they progress from initial reporting to investigation and, if necessary, during action by the Department of Justice (DOJ).

Accordingly, to improve reporting procedures, PFICs will be required to report semi-annually the cases overseen by each PFA. This requirement is in addition to the continuing requirement for each PFA to submit initial flash reports. This supplemental reporting requirement will be used to improve PFB and PFIC support to PFAs and to provide a regular, standardized, means of sending information to the Army's leadership.

Flash Reports. Per AR 27-40, flash reports will be submitted when there is reasonable suspicion of procurement fraud or a procurement irregularity, or when a procuring agency refers a matter for investigation. "Reasonable suspicion" for the purposes of the Army Fraud Program, will be based on the initiation of a criminal or civil investigation of a contractor or government employee. PFA's must provide a Procurement Fraud Flash Report to PFB with a copy to his or her command PFIC. This report must contain the following information:

- (1) names, and point of contact information, of the local PFA and PFIC assigned to the case;
- (2) name(s) and address(es) of the contractor(s) or government employees;
- (3) known subsidiaries of parent firms;
- (4) contract(s) involved in the potential fraud;
- (5) nature of the potential fraud;
- (6) summary of the pertinent facts;
- (7) damages (if known); and
- (8) names and contact information of the investigative agencies involved.

By "flash report" we mean just that – a brief, accurate, summary of the items listed that informs both PFB and the PFIC of who the accused parties are, why they are accused of fraud, what the damages are, and who can be contacted for more information. It is not a final report, nor is the level of detail of a final report required. This information will be used by PFB and the PFIC to begin the coordination of remedies process,

provide notification of significant fraud cases to the Army's leadership, and allow timely responses to litigation support requests from Federal prosecutors. **It is important for all information to be transmitted electronically to PFB so that the information may be easily added into the PFB database.**

Remedies Plans: In cases considered "significant," a comprehensive remedies plan is also required. Significant cases are those cases involving an alleged loss of \$100,000 or more; corruption cases related to procurement that involve bribery, gratuities, or conflicts of interest; and any investigation into defective products (or product substitution in which a serious hazard to health, safety, or operational readiness is indicated), regardless of loss of value. Significant cases require a remedies plan at the time they are presented to DOJ, whether or not DOJ decides to take civil and/or criminal action against the subject(s) of investigation.

Reporting Chain: Both flash reports and comprehensive remedies plans must be forwarded to PFB electronically to the Chief, Procurement Fraud Branch and to the PFA's respective PFIC, as PFIC's are re-

EFFORTS AND
COURAGE ARE
NOT ENOUGH
WITHOUT
PURPOSE OR
DIRECTION.

JOHN F.
KENNEDY

CTA'S MESSAGE

sponsible/accountable for the procurement fraud cases within their areas of operation. Subsequent case updates should be sent to the PFB action attorney and the PFIC as necessary.

Semi-Annual Reports: In addition to individual case reporting, semi-annual reporting of information regarding cases handled by PFAs at their installation/agency/command has been initiated in FY 2007. Under this system, PFAs will send a semi-annual report listing the names of procurement fraud cases currently open and the names of cases closed in the previous six months to their respective PFICs. The report should contain the following:

- (1) name of the contractor and (if known) PFB case number;
- (2) description of the alleged offenses (s);
- (3) name of the command;
- (4) name of the PFA, along with contact information such as phone

number and/or e-mail address; and

- (5) a short, but current (i.e., updated) description of the case.

PFICs will consolidate this information and provide to PFB, on 1 January and 1 July of each calendar year, a report showing a snapshot of procurement fraud activity at each of their commands. Mr. Greg Campbell is the point of contact for the receipt of all reports and training information. He can be reached by telephone at (703) 696-1556 or by electronic mail at: gregory.campbell@hqda.army.mil.

The first semi-annual report is due 1 July 2007.

Training Reports: PFICs are responsible to ensure that all PFAs have attended the Procurement Fraud

Course at The Judge Advocate General's Center and School in Charlottesville, VA. **The semi-annual report due on 1 July should also include a list of current PFAs, the procurement fraud training each has received, and the date for scheduled completion of the Procurement Fraud Course.** The next course is scheduled for May of 2008.

A renewed emphasis on reporting requirements is important to the continued improvement of the Army Procurement Fraud Program. After implementation of these reporting requirements, PFB will evaluate their usefulness and make changes as necessary to minimize the burden on PFAs and PFICs, while enabling the Army's leadership to maintain visibility over procurement fraud cases.

CHIEF, PROCUREMENT FRAUD BRANCH'S MESSAGE (CONT'D ON PAGE 5)

TRACKING CRIMINAL AND CIVIL FRAUD RECOVERIES BACK TO THE ARMY.

On 17 April 2007, COL Rob and I, and PFB attorney Angelines McCaffrey, met with Army Audit Agency (AAA) Legal Counsel William Guinan and AAA auditor Charles Brownfield to discuss the Army's continuing efforts to improve the process of ensuring that money recovered through the criminal and civil fraud process, if eligible to be returned to Army commands, is, in fact, returned. The Army PFB, as the central point of contact for coordination of remedies in procurement fraud cases, has, over the past decade, facilitated the flow of information between

the Defense Finance and Accounting Service (DFAS), CID agents, PFAs and Department of Justice (DOJ) attorneys to ensure that any money owed to the Army is returned if possible. As a general principle, criminal restitution and single civil damages are eligible to be returned to Army commands, *if they can be connected to an open account*. Despite extensive follow-up efforts by PFB attorneys and paralegals during the past decade, most of these criminal and civil fraud recoveries are not returned to the Army due to the length of time between the misconduct and the conviction or civil settlement. By the time a final resolution of the case is reached, the contracts involved are no longer open,

the appropriations are expired, the lines of accounting are closed, and the money returned goes directly to the United States Treasury pursuant to the Miscellaneous Receipts Statute. Recent joint efforts by DOD services to fix the problem through legislative change have not been met with success due to fiscal law obstacles.

For the future, PFB's efforts will focus on recoveries that are eligible to be returned to local commands. PFB will review cases where criminal and civil fraud recoveries *eligible to be returned to commands* have been obtained. PFB will continue in its role of facilitating the flow of in-

CHIEF, PFB'S MESSAGE

formation between DFAS, DOJ and local commands regarding return of recoveries to those organizations. In that regard, PFB will host a workshop this summer with AAA, DFAS and DOJ representatives. Other organization with an interest in the process will be invited to attend: ASCIM, ASA (FM&C), CID, DCIS, DODIG and PFB counterparts at other DOD services. The goal of the workshop will be to determine what organizations are in the best positions to track criminal and civil fraud recoveries and determine the amount of non-expired recovered funds that could be returned to Army commands as well as the expected cost-effectiveness of that effort.

What does this mean for the local PFA? At the end of the day, the local command has the greatest interest in obtaining the return of criminal and civil fraud recoveries. The local PFA should first understand the process and then take the necessary steps to assure the return of eligible funds. As soon as a "flash report" is initiated or the local command is notified by CID that a investigation is opened, the PFA must analyze the facts of the case, in consultation with the contracting officer, to determine if any criminal or civil fraud recovery is eligible to be returned to the command. If it is eligible, the PFA should provide contract numbers and an open line of accounting to the local U.S. Attorney's Financial Litigation Unit (FLU) as soon as the case is accepted for prosecution or a civil complaint is filed. The FLUs will electronically forward recoveries and accounting information to a DOJ Debt Management Office in Washington DC. That office wires recoveries to DFAS for return to individual DOD organizations. After a criminal judgment or civil settlement has been finalized *where eligible funds have been identified*, the PFA should provide a copy of the criminal judgment or civil

settlement to PFB to Mr. Gregory Campbell (Gregory.Campbell@hqda.army.mil).

Mr. Campbell will notify the DFAS Columbus, Ohio, Debt Management Office, of the eligible debt, and that office will establish an account to collect the debt. PFB will then provide the email address of the DFAS individual responsible of oversight of the debt collection effort to the PFA. The PFA may consider enlisting the assistance of the local command Comptroller's office to follow up with the individual assigned to the debt collection at DFAS Columbus. Finally, the PFA should only close the case after the debt has been collected. Money collected should be reported to PFB as part of the biannual reports submitted to PFICs on procurement fraud cases.

DOD PROCUREMENT FRAUD WORKING GROUP CONFERENCE. On 27-February-1 March, I attended this conference, along with the Army SDO and PFB attorney Brian Persico. We participated on panels in various subjects (Fraud Year in Review, Working Relation-

ships, Fraud in Iraq, SDO Perspectives). The three day conference, held in Daytona, Florida, was attended by over 130 fraud fighters throughout DOD and by DOJ leaders providing oversight of criminal and civil fraud prosecutions and litigation. The importance and contributions of the DOD working group were acknowledged by the keynote speaker, Mr. Shay Assad, Director Defense Procurement and Acquisition (DPAP). Mr. Assad commended the group for taking the initiative to meet on a regular basis to address common issues in fighting fraud, waste, and abuse in defense procurement. Mr. Assad's presentation was followed by plenary and breakout sessions with speakers addressing topics such as money laundering, information sharing, inter-agency contracting, Berry Amendment, and contracting officer point of view ("fraud as a speed bump"). Individual DOD services held breakout sessions with their attendees. The Army breakout was well attended with 16 Army attendees from investigative agencies, contracting offices, and Army legal offices.

OUTREACH/TRAINING

PFA NOTICE: Semi-Annual Reports Due 1 July 2007

PFA's are required to send the Procurement Fraud Branch through their PFIC's by 1 July 2007 a report listing the names of procurement fraud cases currently open and the names of cases closed in the previous six months. The report should contain the following information:

1. The name of the contractor, DUNS

number, CAGE Code, and if known, PFB case number;

2. A description of the alleged offenses(s);

3. The name the command;

4. The name of the PFA, along with contact information such as phone numbers and/or e-mail address; and

5. A short but updated description of the case.

FRAUD FIGHTERS

Farewells:

CPT Joseph Bergen

(USAREUR)

Unfortunately, it is time to say "Goodbye" to another member of the fraud fighter family. CPT Joe Bergen served as the USAREUR Procurement Fraud Coordinator (PFC) from 1 April 2005 - 31 March 2007. During his tenure he processed multiple Suspension and Debarment actions that resulted in 27 firms and individuals being debarred. In addition, his efforts resulted in the U.S. Government recouping thousands of dollars. His aggressive performance as the USAREUR PFC has earned him the appreciation of PFB and the USAREUR Criminal Investigation Command, which has made him an honorary special agent. We wish him and his family well as he joins his new family at the U.S. Department of State.

CPT Michael Meketen will be taking over for CPT Bergen and will continue



to provide great support to the USAREUR SDO and to the Army fraud mission.

LTC James Dorn

(USACCK)

LTC Dorn served with USACCK for the past two years as the Procurement Fraud Irregularities Coordinator and the POC for procurement fraud and suspension/debarment issues in the region. He has done an immense job protecting the Army with very limited resources. LTC Dorn's follow-on assignment will be with the Contingency Contracting Brigade, Sekenheim, Germany. Good luck LTC Dorn!



Mr. Dennis Kim (PFB)

After two years with the Army Procurement Fraud Branch as attorney

advisor, I will be leaving this office for opportunities outside Government. I want to thank everyone I have met, called, and e-mailed during my time here at PFB for assisting me in doing my job effectively. It has been a great pleasure working with all of you in the pursuit of protecting the public fisc and the integrity of the Army procurement process. I will take the lessons I've learned from all of you and strive to work with as much dedication and professionalism in my future endeavors. I wish you all well and good luck! (Dennis Kim)



Note from the Chief, PFB: Thanks to Dennis for his outstanding contribution to the Army procurement fraud program during the past two years. Dennis skillfully completed many complex actions and made substantial contributions to the PFA Update.

NASA'S NEW FRAUD PROGRAM (CONT'D ON PAGE 7)

By Mr. Brett Egusa

National Aeronautics and Space Administration (NASA)'s Acquisition Integrity Program (AIP) was formally launched in December 2006. AIP is located at the Headquarters office in Washington, D.C. and is under the cognizance of the Office of General Counsel but represents a closely coordinated multidisciplinary effort among NASA's Office of the Inspector General, the Chief Financial Officer, the General Counsel, and the Office of

Procurement. AIP promotes transparency, accountability, and integrity within all stages of the NASA acquisition process. AIP is tasked with enhancing effective implementation of the Nation's Vision for Space Exploration by aggressively combating fraud, waste, and abuse on NASA contracts, funding instruments, and other commitments of NASA resources.

Deputy Administrator Shana Dale, in her capacity as NASA's Chief Ac-

quisition Officer and Suspension and Debarment Official (SDO), is responsible for ensuring that integrity in the acquisition process receives the highest attention and priority.

The Director of AIP is Sandra G. Nugent, NASA Senior Attorney and the former Associate District Counsel for Fraud Remedies in the Defense Contract Management



NASA'S NEW FRAUD PROGRAM

Command. AIP has two other attorneys who are responsible for supporting the AIP mission. Mr. Brett Egusa was a judge advocate for almost eight years where he was a prosecutor and advised on contract matters for the U.S. Army. Ms. Monica Aquino-Thieman was in private practice for almost eight years and most recently was a Senior Associate in the Government Contract and Litigation groups at Mayer, Brown, Rowe & Maw LLP in Washington D.C.



FRAUD COUNSEL'S CORNER (CONT'D ON PAGE 8)

Who is an Original Source?

By Ms. Angelines McCaffrey

In *Rockwell International Corp., et al. v. United States, et al.*, ____ U.S. ____, 127 S. Ct. 1397, 167 L. Ed. 2d 190 (2007), the Supreme Court clarified the meaning of the term "original source" in the False Claims Act, and indicated that a relator's right to participate in a suit is subject to jurisdictional challenge. (The False Claims Act eliminates federal-court jurisdiction over suits brought under § 3730 of the Act that are based upon public disclosure of allegations or transactions "unless the action is brought by the Attorney General or the person bringing the action is an original source of the information." 31 U.S.C. § 3730(e)(4)(A).)

From 1975 through 1989, Rockwell International Corp. managed the operations of the Rocky Flats nuclear weapons plant in Colorado, under the auspices of a management and operating contract with the Department of Energy (DOE). The relator, James Stone (Mr. Stone), worked as an engineer at

the Rocky Flats plant from 1980 to 1986. In the early 1980's, Rockwell explored the possibility of disposing of toxic pond sludge by mixing it with cement. The idea was to solidify the waste into "pondcrete" blocks that could then be stored onsite. In 1982, Mr. Stone reviewed a proposed process for manufacturing pondcrete, and concluded that proposal would not work because of a flaw in the piping system that would lead to an inadequate mixture of waste and cement, which, in turn, would lead to rapid disintegration of the pondcrete blocks.

Notwithstanding Mr. Stone's prediction, Rockwell continued with its project and began producing pondcrete blocks. Mr. Stone was laid off in March 1986. In October 1986, Rockwell knew that a substantial number of pondcrete blocks were insolid. The DOE learned of the problem in May 1988, when several blocks began to leak, leading to the ultimate discovery of thousands of insolid blocks. The media reported the story, and attributed the problem to a reduction of the ratio of concrete

to sludge in the pondcrete mixture. Mr. Stone eventually went to the FBI with allegations of environmental crimes at Rocky Flats. He provided the FBI with 2,300 pages of documents, including his 1982 engineering report predicting that the pondcrete manufacturing system would not work.

In July 1989, Mr. Stone filed a *qui tam* suit pursuant to the False Claims Act, which prohibits false or fraudulent claims for payment to the United States, 31 U.S.C. § 3729(a), and authorizes civil actions to remedy such fraud to be brought by the Attorney General, or by private individuals in the name of the Government, § 3730 (b)(1). The act provides that "no court shall have jurisdiction over an action under this section based upon the public disclosure of allegations or transactions . . . from the news media, unless the action is brought by the Attorney General or the person bringing the action is an original source of the information." § 3730 (e)(4)(A). An "original source" is "an individual who has direct and independent knowledge of the infor-

FRAUD COUNSEL'S CORNER (CONT'D ON PAGE 9)

mation on which the allegations are based and has voluntarily provided the information to the Government before filing an action under this section which is based on the information." § 3730(e)(4)(B).

In 1996, the Government intervened in Mr. Stone's action and filed an amended complaint, along with Mr. Stone. The amended complaint did not allege that the piping defect Mr. Stone predicted in 1982 resulted in the pondcrete blocks being insolid. The piping defect was also not mentioned in a statement of claims that was included in the final pretrial order. Rather, the pretrial order attributed the failure of the pondcrete blocks to a new foreman's use of an insufficient cement-to-sludge ratio (long after Mr. Stone was laid off).

The jury returned a verdict in favor of the respondents with respect to the pondcrete claims, but found for Rockwell on all the remaining claims. Rockwell then filed a post verdict motion to dismiss the pondcrete claims. The District Court denied the motion, finding that Stone was an original source. The Tenth Circuit affirmed in part, but remanded to the District Court the question of whether or not Stone had disclosed his information to the Government before filing suit. The District Court found Stone's disclosure inadequate. The Tenth Circuit disagreed with the District Court's finding and concluded that Stone was an original source.

The Supreme Court addressed whether Mr. Stone met the jurisdictional requirement of being an original source. Writing for a 6-to-2 majority (Justice Breyer did not participate), Justice

Scalia first addressed the requirement that the relator in a *qui tam* action must have "direct and independent knowledge of the information on which the allegations are based." See 31 U.S.C. § 3730(e)(4)(B). The Court concluded that the "information" to which subparagraph (B) speaks is the information on which the relator's allegations are based, not the information on which the publicly disclosed allegations (e.g., media reports) are based. The Court then addressed the question: which of the relator's allegations are the relevant ones?

The Court concluded that the term "allegations" is not limited to the allegations in the relator's original *qui tam* complaint, but, rather, the allegations in the original complaint *as amended*. Noting that a "demonstration that the original allegations were false will defeat jurisdiction," the Court also pointed out that "when a plaintiff files a complaint in federal court and then voluntarily amends the complaint, courts look to the amended complaint to determine jurisdiction." The Court then looked to Stone's allegations as amended in order to determine original-source status—specifically, the statement of claims in the final pretrial order, attributing the pondcrete defect to the new foreman's reduction of the cement-to-sludge ratio long after Mr. Stone had left Rocky Flats.

The Court concluded that Mr. Stone's statement that the pondcrete blocks would fail because of the piping system did not qualify as "direct and independent knowledge" of the pondcrete defect. The Court noted that Mr. Stone did not know the

pondcrete would fail; he merely predicted it. Moreover, the Court noted that even if a prediction would qualify as independent knowledge in some circumstances, such was not the case in the matter at bar. The Court pointed out that Mr. Stone's prediction failed because Rockwell had been able, for a time, to produce non-defective pondcrete blocks using the piping system that Stone claimed, in 1982, was defective, and noted that the "insolidity problem was caused by a new foreman's reduction of the cement-to-sludge ratio in the winter of 1986, long after Stone had left Rocky Flats."

"Because Stone did not have direct and independent knowledge of the information upon which his allegations were based [(i.e., the new foreman's reduction of the cement-to-sludge ratio after Stone's employment ended)], [the Court concluded that it] need not decide whether Stone met the second requirement of original-source status, that he voluntarily provided the information to the Government before filing his action."

The Respondents contended that even if Stone failed the original-source test with respect to his pondcrete allegations, the Government's intervention in his suit provided an independent basis of jurisdiction, making the action one "brought by the Attorney General." See Section 3730(e)(4)(A). The Court disagreed, holding that the Government's intervention did not serve as an alternative form of jurisdiction that would allow Mr. Stone to remain as the relator in the suit. Noting that the elimination of Mr. Stone as relator did not require the Government's judgment in the case to be set aside,

FRAUD COUNSEL'S CORNER

the Court pointed out that “an action originally brought by a private person, which the Attorney General has joined, becomes an action brought by the Attorney General once the private person has been determined to lack the jurisdictional prerequisites for suit.”

“What is cured here, by the jurisdictional ruling regarding Stone’s claim, is the characterization of the action as one brought by an original source. The elimination of Stone leaves in place an action pursued only by the Attorney General, that can reasonably be regarded as being ‘brought’ by him for purposes of § 3730(e)(4)(A).”

(end)



U.S. Army CH-47 Chinook helicopters prepare to land to extract U.S. Army Soldiers from Alpha Company, 2nd Battalion, 35th Infantry Regiment, 25th Infantry Division and Iraqi army soldiers from Emergency Service Unit following a cordon and search mission in Dugmat, Iraq, Jan. 30, 2007. Official Photo by: TECH. SGT. MARIA J. BARE, 1ST COMBAT CAMERA

SUSPENSIONS & DEBARMENTS AND OTHER ACTIONS (CONT'D ON PAGE 10)

Suspensions.

(1) Gratuities (USAREUR). On 26 January 2007, the Army SDO suspended Mr. Steven M. Merkes, a GS-12 Department of the Army civilian employee assigned to Headquarters, Special Operations Command, Europe, Stuttgart, Germany. This action was taken based on a criminal information filed against Mr. Merkes on 29 December 2006 in the U.S. District Court for the District of Columbia alleging that he accepted illegal gratuities in exchange for official acts from on or about January 2005 until on or about April 2005, in violation of 18 U.S.C. §201(c). In March 2005, Mr. Merkes contacted Mr. Philip H. Bloom, regarding employment in exchange for assisting Mr. Bloom's company, Global Business Group S.R.L. (GBG), to obtain Government contracts for supporting military exercises in Eastern

Europe. Mr. Bloom allegedly offered, and Mr. Merkes allegedly accepted, a position with GBG at a salary of \$12,000.00 per month in exchange for information in obtaining Government contracts. Mr. Merkes remained employed at HQSOCEUR at the time he accepted employment with GBG and received the \$24,000.00 payment from GBG. Both Mr. Bloom and GBG were suspended from contracting with the Government on 28 November 2005 as a result of a bribery and fraud scheme involving several contracts awarded to GBG by the Coalition Provisional Authority – South Central Region (CPA-SC), Iraq, between January and June of 2004. (Mr. Persico)

(2) Bribery (Kuwait). On 31 January 2007, the Army SDO suspended Chief Warrant Officer Peleti

from contracting with any agency in the executive branch of the United States Government. On 12 January 2007, a criminal information was filed against Chief Peleti in the United States District Court, Central District of Illinois, Rock Island Division, alleging that he accepted a \$50,000 bribe in return for being influenced in the performance of an official act. The information further alleged that Chief Peleti smuggled approximately \$40,000 of the bribe money from Kuwait City, Kuwait, to Dover, Delaware, on 14 December 2005. (Ms. McCaffrey)

(3) Product Substitution (USAMRMC). On 2 February 2007, the Army SDO suspended Mr. Chiching Ching Yang and his company Synpep Corporation (Synpep). Synpep and Mr. Yang were indicted in the United States District Court,

SUSPENSIONS & DEBARMENTS (CONT'D ON PAGE 11)

Northern District of California for false statements. Between July 1999 and August 2004, as part of the alleged scheme to defraud the United States, Synpep, at the direction of Mr. Yang, began to falsify the chromatograms of polypeptides produced and ultimately sold to its customers by employing several means of laboratory fraud. Yang BioScience, LLC and SynBioSci Corporation were also suspended as affiliates of Synpep. (CPT Gawin)

(4) Bribery (CPA, Iraq). On 30 March 2007, the Army SDO suspended Colonel (COL) Curtis G. Whiteford, a retired member of the U.S. Army Reserve, from contracting with the Government. Between September 2003 and July 2004, COL Whiteford was deployed to the Coalition Provisional Authority – South Central Region (CPA-SC) as part of OPERATION IRAQI FREEDOM. On 1 February 2007, COL Whiteford was indicted in the United States District Court for the District of New Jersey in connection with a bribery and fraud scheme involving multiple contracts awarded by CPA-SC during his deployment. The indictment states that COL Whiteford, in his capacity as chief of staff for CPA-SC, conspired with others to facilitate the fraudulent award of contracts and authorization of cash payments despite defective or non-performance of contract terms in exchange for cash, an automobile, and other items of value. Charges pending against COL Whiteford include wire fraud, bribery, and conspiracy. (Mr. Persico)

Proposed Debarments.

(1) Kickbacks (Iraq). On 5 January 2007, the Army SDO proposed Stephen Lowell Seamans for debarment. Beginning in October 2002, the Government's Statement of Work for Task Order 27 required KBR to provide din-

ing facility services for Camp Arifjan, Iraq. Mr. Seamans was a KBR employee, working in Kuwait as the Procurement Materials and Property Manager (PMP) from October 2002 through 23 November 2002, and from March 2003 through May 2003. As the PMP for KBR, Mr. Seamans solicited bids, and negotiated and awarded contracts, under the LOGCAP III prime contract. Mr. Seamans devised a scheme whereby he and at least one manager of "Tamimi Global, Ltd.," would receive a kickback if the subcontract for dining facility services was awarded to it. On 3 March 2006, a criminal information was filed against Mr. Seamans in the Central District of Illinois, Rock Island Division and on 27 April 2006 the Army suspended Mr. Seamans from contracting. Mr. Seamans pled guilty on 1 December 2006 to committing wire fraud and conspiracy to launder money. On 8 December 2006, Mr. Seamans was sentenced and ordered to serve a 12-month and one day term of imprisonment, 3 years of supervised release thereafter, and to pay an assessment of \$200 and restitution, to the United States Army Operations Support Command, in the amount of \$380,130. (Ms. McCaffrey)

(2) Conflict of Interest (USAREUR). On 5 January 2007, the USAREUR SDO proposed for debarment Messrs. Tamilo P. Fea and Douglas H. Johnson. On 29 July 2005, the Joint Contracting Center at Camp Bondsteel, Kosovo, issued a solicitation for the Balkan Range Support Contract to provide support personnel to support range operations at Camp Bondsteel. The contract was initially awarded to Dragon Group International (Dragon) but was recompeted as a result of a protest. While the contract was being recompeted, a CID investigation re-

vealed that Messrs. Fea and Johnson, DoD employees working at Camp Bondsteel, were instrumental in forming Dragon with the sole purpose of winning the range contract. Messrs. Fea and Johnson were in a position to tailor the statement of work in favor of Dragon and provided sensitive procurement information to Dragon. Mr. Fea was the range operations manager and controller and Mr. Johnson was the 7th Joint Military Training Command program manager at the time of the contract award. Both held positions which required them to interact closely with the contractor who won the range contract. (CPT Bergen)

(3) Tax Evasion (CECOM). On 7 January 2007, the Army SDO proposed for debarment Mmes. Kimberly Sanz, Sharon Baum, and Laura Romstedt, and their companies, Sanz, Romstedt & Baum, LLC, Commercial Properties Management Co., 19 Winterset, LLC, and 9 Cotton Patch Hills, LLC. BRTRC Technology Research Corporation (BRTRC) provides program management and technical services to the Government, predominantly the Department of Defense. Mr. Gerardo M. Sanz was the President and Chief Executive Officer. Mr. William E. Baum, Sr. and Mr. Gary N. Romstedt were Vice Presidents. The spouses of Messrs. Sanz, Baum, and Romstedt owned two vacation properties. Beginning in July 1997, BRTRC leased the two vacation properties from the Mmes. Sanz, Baum, and Romstedt. However, BRTRC did not use the vacation properties for any business purpose. Rather, both properties were used predominantly as vacation spots by the three women and their families. Messrs. Sanz, Baum, and Romstedt agreed to wrongly record the cost of the vacation properties on BRTRC's

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accounting books as a legitimate business expense, and caused BRTRC to file false corporate tax returns in which the vacation properties were treated as deductible business expenses. Messrs. Sanz, Baum, and Romstedt also filed false individual tax returns which omitted the value of the vacation properties. Messrs. Sanz and Baum also agreed amongst each other to pass a portion of the vacation properties' cost on to the Government by falsely certifying to the Government that a percentage of its lease payments on the vacation properties were allowable costs billable to the Government through a Government contract. On 21 November 2006, Sanz, Baum, and Romstedt were each charged via criminal information in the U.S. District Court for the Eastern District of Virginia with one count of Conspiracy to Defraud the United States (more specifically, the IRS) in violation of 18 U.S.C. § 371. (Mr. Zamboni)

(4) Wire Fraud /USAOSC. On 9 January 2006, The Army SDO proposed Mohammed Shabbir Khan for debarment. Mr. Khan was employed by Tamimi Global, Ltd. (Tamimi), as its Director of Operations for Kuwait and Iraq. Tamimi was KBR's subcontractor for the Camp Arifjan, DFAC. Prior to the award of the contract, Mr. Khan offered Mr. Seamans, a KBR employee, a kickback in exchange for the award of the DFAC subcontract. From about October 2002 through November 2002, Mr. Khan paid Mr. Seamans at least \$30,000 in cash as kickbacks in exchange for Mr. Seamans' award of the subcontract to Tamimi. In addition, there were 11 instances in which Mr. Khan electronically transferred various sums of money, amounting to \$72,000, to Mr. Seamans' bank account in Maryland. On 23 June 2006, in the United States District Court, Central District of Illinois, Rock Island Division, Mr. Khan pled guilty

to wire fraud, conspiracy to launder money, and making a false statement. On 8 December 2006, he was sentenced to serve a term of 51 months confinement, followed by 2 years of supervised release; ordered to pay an assessment of \$1,400; fined \$10,000; and ordered to make restitution in the amount of \$133,860 to HQ U.S. Army Operations Support Command. (Mr. Persico)

(5) Bribery (USACCK). On 17 January 2007, the Army SDO proposed for debarment Mr. Bok Won Hong and his company, Kumbo Products Company, LTD (Kumbo). On 3 July 2002, Mr. Richard James Moran, former commander of USACCK and the principal officer responsible for the execution and oversight of Government contracting and procurement, was charged and convicted in the United States District Court for the Central District of California for conspiring and accepting hundreds of thousands of dollars in bribes from Korean contractors. Mr. Hong and co-conspirator, Mr. Moran, willfully conspired and agreed with each other to solicit, offer, and receive and agree to receive bribes. Mr. Hong corruptly gave, offered, and promised monies to Mr. Moran with the intent to influence and induce Mr. Moran to violate his lawful duty not to disclose procurement information. Mr. Hong, in an attempt to conceal his misconduct, also threatened to kill Mr. Moran if he cooperated with military investigators. Mr. Hong used threats of physical force against not only Mr. Moran but his wife and her family. (Mr. Kim)

(6) Gratuities (CCAD). On 24 January 2007, the Army SDO proposed for debarment Ms. Virginia Sue Bodine, Mr. Jack E. Griffin, and Robert's Contracting (Robert's).

Robert's is a Government contractor doing business with the Army at the Corpus Christi Army Depot (CCAD), Corpus Christi, Texas. Ms. Bodine is listed as the manager of Robert's. Robert's provides maintenance and repair services and was awarded contracts worth in excess of \$450,000 in 2006. Mr. Griffin is a Government employee working at CCAD as a contracting officer representative (COR) for contracts retained by Robert's. Ms. Bodine and Mr. Griffin admitted to giving and accepting gratuities on multiple occasions. Moreover, Ms. Bodine confessed to submitting false invoices from her suppliers to the Government. (Mr. Kim)

(7) False Claim (IZ, Iraq). On 9 February 2007, the Army SDO proposed for debarment Mr. Mohammed Abdel Latif Zahed. Mr. Zahed is a United States citizen formerly employed by the Titan Corporation, in the International Zone, Baghdad, Iraq ("IZ"). According to his team leader, Mr. Zahed departed the IZ in late March 2006 on what was believed to be leave. Between 1 April and 23 June 2006, Mr. Zahed submitted timesheets stating that he was continuing to work 84 hours a week as a linguist in the IZ. On 24 June 2006, the Titan Corporation, discovering his absence from the IZ, rescinded Mr. Zahed's access to its automated timesheet program and terminated him. Prior to that date, however, payments had been made to him based on 1,008 hours of work not performed, worth \$31,998.71. These hours were presented to the U.S. Government for reimbursement under the linguist contract. In November 2006, Titan Corporation reimbursed the Government \$31,998.71 previously paid for Mr. Zahed's services. (Mr. Persico)

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(8) Bribery & False Claims (USFK). On 17 February 2007, the USFK SDO proposed ten Sinil Co. employees (Choi, Wan Keun; Park, Tai Yong; Yim, Jun Mo; Shim, Sang Kwon; Shim, Sang Ho; Yoon, Jin Keun; Lee, Hee Jeong; Kim, Con Pom; Choi, Kum Chon; Chae, Su Min), and one Government employee (Kim, Son Han), for debarment. A CID investigation indicated that Mr. Kum Chon Choi, a branch manager at Sinil, bribed Mr. Son Han Kim, an engineering technician employed by the U.S. Army, to ensure that construction shortcomings and billing discrepancies were overlooked. As a result, the Government overpaid Sinil on numerous delivery orders. The investigation of Sinil was initiated after an audit revealed measurement and construction debris overstatements, incorrect line items, and items not received on five delivery orders pertaining to a Sinil contract, Contract DAJB03-00-DO0987 (asphalt paving). The overcharges on the five delivery orders resulted in the Government overpaying Sinil \$112,982.00. (LTC Dorn)

(9) Bribery & False Claims (USFK). On 17 February 2007, the USFK SDO proposed Daeho Corp. and four employees (Kim, Sung Sik; Kim, Jin Chul; Kim, Seok Kyun; Yim, Kui Hyon) for debarment. A CID investigation indicated that Mr. Kui Hyon Yim, a field manager at Daeho, bribed Mr. Son Han Kim, an engineering technician employed by the U.S. Army, to ensure that construction shortcomings and billing discrepancies were overlooked. As a result, the Government overpaid Daeho on numerous delivery orders. The investigation of Daeho was initiated after an audit revealed measurement and construction debris overstatements, incorrect line items, and items not received on five delivery orders pertaining to another

company's contract. (LTC Dorn)

(10) False Claims (CECOM). On 5 March 2007, the Army SDO proposed for debarment Mr. Michael Rzeplinski and his company, R-ZED Engineering Services (ZED), and Mses. Connie and Kirsten Davidson. Mr. Rzeplinski was a supervisory engineer for the Army. Ms. Connie Davidson worked for GSA, first as a supervisory IT specialist, and later as the lead customer relations manager with the Federal Technology Service (FTS). Ms. Kirsten Davidson is the daughter of Ms. Connie Davidson. Mr. Rzeplinski arranged projects to be awarded to two Government contractors to provide IT-related services. He asked the contractors to hire Ms. Kirsten Davidson to perform computer-related services under his direction and each contractor billed the Army approximately \$283,000 and \$555,710, respectively. No work was actually performed by Ms. Kirsten Davidson under either contract. In addition, Mr. Rzeplinski caused one of the contractors to hire ZED, a sole proprietorship he controlled, as a subcontractor. Mr. Rzeplinski also admitted that for tax year 2004, he avoided paying federal income tax due. On 27 April 2006, Mr. Rzeplinski and Mses. Connie and Kirsten Davidson were indicted in the United States District Court of New Jersey. On 9 August 2006, Mr. Rzeplinski and Mses. Connie and Kirsten Davidson executed a plea agreement. On 29 January 2007, Mr. Rzeplinski was found guilty of conspiracy to defraud the United States with respect to false claims and tax evasion. He was sentenced to 46 months imprisonment, three years supervised release, and ordered to pay \$200 in special assessment and \$862,710.00 in criminal restitution. On 22 January 2007, Ms. Connie

Davidson was found guilty of conspiracy to file false claims. She was sentenced to 12 months and one-day imprisonment, three years supervised release, and ordered to pay \$100 in special assessment and \$395,710.00 in criminal restitution. Ms. Kirsten Davidson was found guilty of conspiracy to defraud the United States with respect to false claims. She was sentenced to 18 months imprisonment, three years supervised release, and ordered to pay \$100 in special assessment and \$290,647.35 in criminal restitution to the Army. (Mr. Kim)

(11) Bribery (USACE). On 8 March 2007, the Army SDO proposed for debarment Mr. Abdulla Hady Qussay and his construction company, Qussay A. Hady Mechanical and Electric Works (QAH), operating in Baghdad, Iraq. QAH was a subcontractor to Danube General Contracting (Danube) for a USACE construction contract with the Gulf Region Division, Central District, Baghdad. Mr. Alwan Faiq was an employee of QAH currently residing in Baghdad. Between 12 January and 19 February 2006, Mr. Faiq, on behalf of Mr. Qussay, made offers of payment to a project engineer with USACE in exchange for assistance regarding a contract held by Danube and for information to assist in securing future contracts with USACE. Messrs. Faiq and Qussay represented themselves as employees of Danube. Danube was debarred for a year and Mr. Faiq was debarred for three years on 28 December 2006. (Mr. Persico)

(12) Conspiracy (Fort Lewis). On 30 March 2007, the Army SDO proposed Mr. Mykel D. Loftus for debarment based upon his entry of a guilty plea to one count of Conspir-

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acy to Possess Stolen Government Property in violation of 18 U.S.C. §§ 371 and 641. Mr. Loftus, as part of this conspiracy, purchased various items of Government property from military personnel at Fort Lewis, Washington, during the period between 1 January 2004 and 27 October 2005. On 5 January 2006, Mr. Loftus was sentenced to six months confinement, followed by three years of supervised probation, a \$7,500.00 fine, and a \$100.00 special assessment. (Mr. Persico)

(13) Bribery (IZ, Iraq). On 30 March 2007, the Army SDO proposed SFC Keith Moore, USA, and SSG Anthony Ocampo Balisi, USA, for debarment based on admissions that they received illegal gratuities from Iraqi contractors and interpreters that they were assigned to oversee at Forward Operating Base (FOB) Union III, IZ, Baghdad, Iraq. During interviews conducted on 31 October 2006 and 3 November 2006, SFC Moore admitted to receiving over \$10,000.00 in bribes as well as phone and internet cards from Iraqi contractors. SSG Balisi was interviewed on 31 October 2006 and also admitted to receiving

\$1,000.00 in cash payments and phone cards from Iraqi linguists. (Mr. Persico)

USFK SDO removed Yibon Construction Company, five of its employees, and one Government employee from a proposed debarment status

(Yi, Chae Sil) from a proposed debarment status. The proposed debarment resulted from a (Final) CID Report of Investigation (ROI) Report dated 2 June 2006 alleging that in January 2004, Mr. Kye Nam Yi of Yibon Construction notified Mr. Song Kyu Ko, a Camp Humphreys DPW Construction Inspector, that manholes and telecommunications lines that were not on the contract schematics had been discovered in the project area. Construction ceased until the contract was modified to include electrical work, and Yibon resumed work in May 2004. Sometime in early May 2004, Mr. Ko attended a meeting with Mr. Michael McManus and Mr. Chae Sil Yi of the 501st Signal Company and Mr. Kyong Won Pak of Yibon Construction. During that meeting, it was agreed that Yibon would "borrow" some of the necessary cable supplies from 501st Signal and replace the supplies when they became commercially available, which would take at least sixty days. This agreement, while improper, enabled Yibon to begin work immediately. Yibon was

contractually obligated to provide its own construction supplies. The contracting officer was not aware of this arrangement. (LTC Dorn)

the establishment and implementation of a theater-wide personnel identification badging program for Operation Iraqi Freedom coalition forces and support personnel. The intent of the program was to control access to the International Zone (IZ) in Baghdad, Iraq. Mr. Barnes was a DI employee as a badge team leader. On or about 15 July 2005, Mr. Barnes, acting without authorization from U.S. Armed Forces, knowingly and unlawfully misappropriated a blue access badge and converted it to the use of unauthorized individuals. On 4 November 2005, the Army SDO suspended Mr. Barnes based on the criminal complaint filed in the United States District Court, Eastern District of Virginia. On 11 May 2006, Mr. Barnes pleaded guilty to one count of 18 U.S.C. § 641 (theft of Government property). Mr. Barnes was sentenced to thirty-day confinement, one year supervised release, thirty-days in the Home Confinement Program with electronic monitoring, and \$25.00 in special assessment. On 16 November 2006, the SDO proposed Mr. Barnes for debarment. (Mr. Kim)

(2) GPC Purchase Fraud (USFK). On 6 February 2007, the USFK SDO debarred Hyun Myung System Company (HMSC), its two employees (Seo, Hyun Seok; Hwang, Mun Seob), and Hyun Chin Service Company (HCSC) and its three employees (Loh, Pyong Chun; Loh, Hea Kyung; Loh, Kyong Pom) for three years. This debarment resulted from a (Final) CID Report of Investigation (ROI) Report dated 3 January 2005 that established by the preponderance of the evidence that HMSC and HCSC accepted payment by Government Purchase Card (GPC) for fraudulent purchases of 37 transformers in 2002. Mr. Fidel Diaz,

Termination of Proposed Debarment.

Improper Use of Government Equipment (USFK). On 6 February 2007, based on unique circumstances, the USFK SDO removed Yibon Construction Company, five of its employees (Yi, Chun Chae; So, Tae Kun; Yi, Chung Hui; Yi, Kye Nam; Pak, Kyong Won), and one Government employee

Debarments.

(1) Theft (IZ, Iraq). On 24 January 2007, the Army SDO debarred Mr. Thomas Nelson Barnes, III effective until 4 December 2010. On 16 March 2004, DynCorp International (DI) entered into a \$7.7 million contract with the DCMA. The primary objective of the contract was

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who has since resigned from the Federal Service and been debarred, purchased 37 transformers using his GPC over the course of year 2002. None of these transformers were ever delivered. All the transformers were "purchased" from HMSC and HCSC. In an interview with Prosecutor Chong Man Yi of the Uijongbu Prosecutor's Office, Mr. H.S. Seo of HMSC admitted to participating in Mr. Diaz's scheme to defraud the Government. Mr. H.S. Seo described Mr. Diaz's "purchase" of 28 transformers in 26 separate transactions and their split of the proceeds once the funds had been deposited into Mr. H.S. Seo's bank account. (LTC Dorn)

(3) Gratuities (USAREUR). On 15 February 2007, the USAREUR SDO debarred, until 13 December 2009, Karl-Friedrich Schilling Elektrotechnik GmbH (Firm Schilling), its managing director, Mr. Karl Schilling, Egon Brock Feuerschutzeinrichtungen GmbH (Egon Brock), and its managing director, Mr. Norman Brock. Mr. Lothar Eckrich was the former Chief of the United States Army Garrison-Heidelberg Fire Department. He was also the Contracting Officer's Representative for the fire department. Egon Brock, a German firm that provided fire protection services, provided illegal gratuities to Mr. Eckrich to include automobiles, trips, and cash. Firm Schilling provided construction services for Mr. Eckrich at his personal residence along with a number of electrical appliances. Both companies have been awarded contracts in excess of one million dollars each since year 2000 while Mr. Eckrich was the chief of the fire department. (CPT Bergen)

(4) Gratuity (USACE). On 15 February 2007, the Army SDO debarred Russell Hoffmann, former Vice President, Surdex Corporation until 1 Feb-

ruary 2008. On 18 July 2006, Mr. Hoffmann was convicted of giving a gratuity, a golf club of a value of \$654.43, to a public official. On 20 October 2006, he was sentenced to serve a 3-year term of probation, ordered to pay an assessment of \$100, and fined in the amount of \$5,000. (Ms. McCaffrey)

(5) Conspiracy (Fort Lewis). On 23 February 2007, the Army SDO debarred Private First Class Robert G. Stevens (formerly a Sergeant First Class), Private Matias C. Inocentes (formerly a Staff Sergeant), Private Arthur O. Smith (formerly a Staff Sergeant), Private David D. Wooldridge (formerly a Sergeant), Private James R. Pennington (formerly a Staff Sergeant), Private First Class Mario R. Huerta-Morales (formerly a Sergeant), and Private James E. Postell (formerly a Sergeant First Class). These individuals participated in a conspiracy to steal military equipment from Fort Lewis, Washington, and to sell the equipment to a civilian purchaser. All have been convicted by Courts-Martial at Fort Lewis. As a result, they have been debarred until 18 July 2009. (Mr. Persico)

(6) Soliciting a Gratuity (USACFSC). On 13 March 2007, the Army SDO debarred John M. Grassmick, J.G. Consulting, LLC, and Steven Louis Shavitz from contracting with the Government. Mr. Grassmick and J.G. Consulting were debarred until 16 August 2009; Mr. Shavitz was debarred until 16 August 2007. Mr. Grassmick was convicted of soliciting a gratuity, and sentenced to serve 12 months and one day of confinement; one year of supervised release; ordered to pay an assessment of \$100; and fined \$5000. Mr. Grassmick solicited the gratuity from

United Foodservice (UFS), and tied it to his having given precise information about pricing margins to Mr. Shavitz, a UFS employee. UFS used this information to adjust its price margins when it submitted a best and final offer in response to an Army solicitation. Although the contract was awarded to UFS, it was later terminated on the basis of the statement of facts incorporated into Mr. Grassmick's guilty plea on 27 June 2006. (Ms. McCaffrey)

(7) False Claim (SDDC). On 26 March 2007, the Army SDO debarred EP Productions and its president, Ms. Elizabeth Porter. EP Productions was awarded the contract for organizing and hosting the SDDC Military Transportation Symposium at the Adams-Mark Hotel, Denver, Colorado, in 2003, with an additional option year for 2004. EP Productions misrepresented the terms of the symposium contract with the hotel in order to secure a favorable contract modification for the 2004 symposium. The modification guaranteed a minimum of \$350,000 and any difference above the stated amount to be paid to EP Productions for food and beverage services per event, allegedly to cover the requirement in the hotel contract. EP Productions subsequently submitted an invoice seeking \$25,070 in reimbursement, based on a shortfall of 108 participants less than the 1,600 planned. A review of the EP Productions contract with the hotel revealed that no \$350,000 requirement existed in the contract; EP Productions was only required to pay for food and beverage services actually provided. Actual food and beverage costs incurred by EP Productions during the symposium were \$115,065.68. This amount was subject to a claim which was subsequently settled and dis-

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missed by the Court of Federal Claims with prejudice. No monies were paid to EP Productions beyond what it incurred as a result of the settlement. The debarment will continue until 6 March 2010. (MAJ Moritz)

(8) Bribery & False Claims (USFK). On 30 March 2007, the USFK SDO debarred Daeho Corp and four of its employees (Kim, Sung Sik; Kim, Jin Chul; Kim, Seok Kyun; Yim, Kui Hyon). A CID investigation indicated that Mr. Kui Hyon Yim, a field manager at Daeho, bribed Mr. Son Han Kirn, engineering technician employed by the Army, to ensure that construction shortcomings and billing discrepancies were overlooked. As a result, the U.S. Government overpaid Daeho on numerous delivery orders. The investigation of Daeho was initiated after an audit revealed measurement and construction debris overstatements, incorrect line items, and items not received on five delivery orders pertaining to another company's contract. During the subsequent investigation of that company, Mr. Su Kon Yi, a construction inspector, admitted to receiving bribes from Daeho. (LTC Dorn)

Termination of Debarment.

Bribery (Fort Bragg). On 10 January 2007, the Army SDO terminated the debarment of Master Sergeant Johnny D. Mulford. The Army SDO debarred MSG Mulford on 21 June 2005 after he received nonjudicial punishment pursuant to U.C.M.J. Article 15 for conspiracy to commit bribery, larceny, and making false official statements. The U.C.M.J. action centered on a scheme in which MSG Mulford received a kickback from a contractor who pro-

vided skydiving training to Fort Bragg Soldiers. The debarment was scheduled to terminate on 15 February 2008. At an administrative hearing held 9 January 9, 2007, MSG Mulford requested early termination of his debarment. (Mr. Zamboni)

Administrative Hearings.

(1) Kickbacks (Fort Bragg). On 9 January 2007, the Army conducted an administrative hearing in the debarment of Master Sergeant Johnny D. Mulford. On 21 June 2005, the Army SDO debarred MSG Mulford after he received nonjudicial punishment pursuant to U.C.M.J. Article 15 for conspiracy to commit bribery, larceny, and making false official statements. The U.C.M.J. action centered on a scheme in which MSG Mulford allegedly received a kickback from a contractor who provided skydiving training to Fort Bragg Soldiers. The debarment was scheduled to terminate on 15 February 2008. At the administrative hearing, MSG Mulford requested early termination of his debarment. (Mr. Zamboni)

(2) Gratuity (USACE). On 16 January 2007, the Army conducted an administrative hearing regarding the debarment period of Mr. Russell Hoffmann. The Army SDO met with Mr. Hoffmann and his counsel, Mr. Greenberg, to discuss the duration of Mr. Hoffmann's debarment. They requested that the period of debarment be limited to the period of time served under the suspension. In the alternative, they asked that Mr. Hoffmann be permitted to work for Surdex during the period of debar-

ment in a manner which would not adversely affect Surdex' compliance agreement with the Army. Mr. Hoffmann was tried and found guilty of giving a gratuity to a public official, when he provided Mr. Schwening, a former employee of the USACE, with a golf club valued at \$654.43 on October of 2003. On 20 October 2006, Mr. Hoffmann was sentenced to serve a 3-year term of probation, ordered to pay an assessment of \$100, and fined in the amount of \$5,000. On 15 February 2007, the Army debarred Mr. Hoffmann until 24 January 2008. (Ms. McCaffrey)

(3) Conspiracy and Tax Evasion (LCMC). On 22 February 2007, the Army conducted a hearing regarding the suspension of Mr. Gerardo M. Sanz and the proposed debarment of Ms. Kimberly Sanz. The Army SDO suspended Mr. Sanz on 20 December 2006, based on an indictment filed against him in the U.S. District Court for the Eastern District of Virginia. The Army SDO proposed Ms. Sanz for debarment on 9 January 2007. The 21 November 2006 indictment charged Mr. Sanz with one count of conspiracy to defraud the United States. The indictment also included Mr. Gary N. Romstedt and Mr. William E. Baum. Mr. Sanz, Mr. Romstedt, and Mr. Baum were owners of BRTRC Technology Research Corporation, a company providing program management and technical services to DoD. BRTRC leased two vacation properties from companies owned by the wives of Messrs. Sanz, Baum, and Romstedt, and wrongly accounted for the properties' costs as a "business expense." The three men caused BRTRC to file false corporate tax returns based on the properties' fraudulent characterization as a business expense. Mr. Sanz and Mr. Baum also agreed to pass a portion

Army SDO terminated the debarment of Master Sergeant Johnny D. Mulford

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of the vacation property cost to the Government by falsely certifying to the Government that a percentage of its lease payments on the properties were allowable costs billable to the Government. DCAA auditors prevented the cost mischarging before the Government paid those costs. (Mr. Zamboni)

(4) Conspiracy and Tax Evasion (LCMC). On 28 March 2007, the Army conducted a hearing regarding the suspension of Mr. Gary Neil Romstedt. The Army SDO suspended Mr. Romstedt on 20 December 2006, based on an indictment filed against him in the U.S. District Court for the Eastern District of Virginia. The 21 November 2006 indictment charged him with one count of conspiracy to defraud the United States. The indictment also included Mr. Gerardo M. Sanz and Mr. William E. Baum. All three were co-owners of BRTRC Technology Research Corporation, a company providing program management and technical services to DoD. BRTRC leased two vacation properties from companies owned by the wives of Messrs. Sanz, Baum, and Romstedt, and wrongly accounted for the properties' costs as a "business expense." The three men caused BRTRC to file false corporate tax returns based on the properties' fraudulent characterization as a business expense. (Mr. Zamboni)

Compliance Agreement.

Conspiracy and Tax Evasion (LCMC). On 20 March 2007, the Army entered into an Administrative Compliance Agreement with BRTRC Technology Research Corporation. For several years, BRTRC leased two vacation properties from companies owned by the wives of BRTRC's owners. BRTRC falsely recorded the cost of the vacation properties on their ac-

counting books as a legitimate business expense, and filed false corporate tax returns in which the vacation properties were unlawfully treated as a legitimate business expenses. BRTRC also falsely certified to the Government that a percentage of the lease payments on the vacation properties were allowable costs billable to the Government through a Government contract, and sought Government reimbursement for those costs. The five-year Compliance Agreement requires BRTRC to sever ties with the prior ownership and management, and institute elements of a comprehensive Contractor Responsibility Program, such as ethics and compliance programs and an independent Ombudsperson to monitor company activities. (Mr. Zamboni)

Show Cause Letters.

(1) Kellogg, Brown and Root/ (Iraq) Present Responsibility: In January 2007, the Army SDO sent Kellogg, Brown and Root a letter requesting information about any new developments within its area of operation that might affect its present responsibility as a Government contractor. The request was sent pursuant to the assurances KBR gave the Army on 8 November 2006 that it would keep the Army informed of such matters. (Ms. McCaffrey)

(2) Gratuities (USAMILGRP). On 16 February 2007, the Chief, PFB, issued Show Cause letters to Vertical de Aviation, Ltda. (VDA), Mr. Juan Carlos Lozano-Uribe, Vice President and General Manager of VDA, and Mr. Dennis J. Walp. The Army is considering action as a result of an investigation by the Army Criminal Investigation Command (CID) into allegations that VDA, a

Government contractor operating out of Bogota, Columbia, provided illegal gratuities to Mr. Walp, the former Deputy Chief of Contracting with the United States Army Contracting Agency—The Americas, Fort Sam Houston, Texas, assigned to the United States Military Group (USMILGRP), United States Embassy, Bogota, Colombia. The gratuities included round-trip airfare from Bogota to Cartagena, lodging and meals, and entertainment for a four-night stay at the Dann Las Velas Hotel in Cartagena over the New Year's weekend in 2006. A provision in all contracts since October 2004 clearly indicated that gifts to employees of the USMILGRP were strictly forbidden and could lead to termination of the contract. This clause, included in every contract Mr. Lozano-Uribe signed after Mr. Walp arrived, was violated. (Mr. Kim)

(3) Present Responsibility (Iraq/ SIGIR). On 27 March 2007, the Army Suspension and Debarment Official signed a show cause letter to Parsons Corporation based on allegations made by the Special Inspector General for Iraq Reconstruction (SIGIR) regarding contracts awarded to Parsons by the U.S. Army Corps of Engineers, Gulf Regional Division. These allegations called into question the effectiveness of Parsons' standards of conduct and internal control systems and, by implication, its present responsibility as a Government contractor. The Show Cause Letter requested that Parsons provide the Army Procurement Fraud Branch information regarding how its company business practices, procedures, policies, and internal controls comply with the provisions of DFARS 203.7000. Information was also requested regarding the

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manner in which Parsons requires its subcontractors to adhere to these standards. (Mr. Persico)

(4) Gratuities (USACE): On 30 March 2007, the SDO issued a letter to William F. Schwening requesting information concerning his role in accepting gifts from Russell Hoffmann, former Vice President of Surdex Corporation (Surdex), during the time Surdex was doing business with the Government, and while Mr. Schwening was a Government employee. On 18 July 2006, Mr. Hoffmann was convicted of giving Mr. Schwening a gratuity, a golf club worth \$654.43, but acquitted of accepting gratuities in exchange for performing official acts. (Ms. McCaffrey)

Request for Reconsideration.

Tax Evasion (AMC). On 12 January 2007, the Army Suspension and Debarment Official adjusted the term of debarment of Patrick Provenzano and Cable Specialties, Inc, from approximately 6.5 years, terminating on 12 December 2007, to 4.5 years, terminating on 12 December 2007. This action was based on a request from Mr. Provenzano for reconsideration of the debarment action taken against him and his company in January 2004. Mr. Provenzano's request cited the steps that he and Cable Specialties have taken to address the issues which led to the debarments and how it has actively sought to address the mitigating factors in FAR 9.406-1(a). (Mr. Persico)

Major Army Contractor Responsibility Issues.

(1) Kellogg, Brown and Root Services (Iraq) Present Responsibility: Proposed Contract Adjustment for the Cost of Security: On 6 February 2007,

the Contracting Officer (KO), Headquarters, U.S. Army Sustainment Command, Rock Island Arsenal, notified Kellogg, Brown and Root Services, Inc., Government and Infrastructure Division (KBRS), in writing, of the Government's intent to make an adjustment of \$19,652,815 under the LOGCAP III contract. The KO cited contract clause 52.216-7, "Allowable Cost and Payment," as the authority permitting the adjustment, basing the justification for the adjustment on the substantial costs invoiced by KBRS for providing security to subcontractor employees during the performance of the dining facility services contract under LOGCAP III. According to the KO, the terms of the contract provide for security to be furnished by the Government, not KBRS. On 12 February 2007, KBRS responded, and took exception to, the KO's proposed withholding, claiming it is not supported by the terms of the LOGCAP III contract. (Ms. McCaffrey)

(2) ITAR (Army Night Vision Laboratory). On 26 March 2007, a major Army contractor, ITT Corporation, entered into a plea agreement with the United States Attorney's Office for the Western District of Virginia regarding a criminal information to be filed on Wednesday, 28 March 2007. This information alleges that ITT's Night Vision Division violated the Arms Export Control Act, as implemented by the International Traffic in Arms Regulations (ITARs), on numerous occasions between the mid-1980s and 2005. Specifically, ITT is accused of knowingly violating ITARs by sending exporting technical data, drawings, specifications, services and equipment related to classified military night vision systems to third parties in Singapore and the United

Kingdom without export licenses from the Department of State. As a result of this failure to adhere to ITARs, classified information regarding night vision systems was passed on to manufacturers in the People's Republic of China. In addition, it is alleged that from the late 1990s through 2001, ITT deliberately submitted false and misleading statements regarding its compliance with ITARs to the Department of State to minimize and conceal this activity. Based upon this investigation, ITT has been accused of two counts of willful export of defense articles without a license and one count of willful omission of statements of material fact in arms export reports. ITT will plead guilty to one count of willful export of defense articles without a license and the charge of willful omission of statements of material fact in arms export reports. Regarding the second count of willful export of defense articles without a license, the parties have entered into a deferred prosecution agreement resulting in a \$2,000,000.00 criminal fine, \$28,000,000.00 in forfeitures of proceeds derived from its export of NVG technology, \$20,000,000.00 in monetary penalties to the Department of State for the ITARs violations and a \$50,000,000.00 deferred prosecution monetary penalty. This monetary penalty may be converted on a dollar for dollar basis to a corrective action credit through ITT's provision of research and development to the Army Night Vision Lab, Charlottesville, VA. Also, up to \$5,000,000.00 of the monetary penalty may be converted on a dollar for dollar basis to a remedial action credit, to be used in implementing the agreement. (Mr. Persico)

SUSPENSIONS & DEBARMENTS

Briefs and Training.

(1) Army Audit Agency (AAA) Brief. On 26 January, the Chief PFB briefed AAA leaders on the Army Procurement Fraud Program. AAA is presently considering how to become involved in fighting procurement fraud in Army field commands and activities. (Mrs. McCommas)

(2) Deputy Assistant Secretary of the Army (Policy and Procurement) Brief. On 26 January, the Army SDO and the Chief, PFB briefed Ms. Tina Ballard on the Army Procurement Fraud Program in preparation for her Congressional Testimony before the House Government Reform Committee. (Mrs. McCommas)

(3) DOD Procurement Fraud Working Group Conference. From 27 February to 1 March 2007, the Army SDO, the Chief PFB, and Mr. Brian Persico attended the annual conference in Daytona, Florida and participated on panels during the conference, widely attended by 130 DOD fraud fighters, including counterparts in the Air Force, Navy, DLA and DCMA organizations. DOJ and CID and DCIS criminal investigators and Army Procurement Fraud Advisors also attended. The purpose of the meeting was to discuss common issues in fighting procurement fraud throughout the DOD services. The following presentations were made: SDO Perspective (Mr. Kittel), Fraud Year in Review (Mrs. McCommas), Working Relationships with DOJ and Investigators (Mrs. McCommas), and Fraud in Iraq, Afghanistan and Kuwait (Mr. Persico). (Mrs. McCommas)

(4) TJAGSLC Instruction. In March 2007, Mrs. McCommas and Mr. Persico provided instruction to JAG officers in Seminars for the Graduate Class, Charlottesville, VA. Mr. Per-

sico provided instruction on Procurement Fraud in Theatre (Operational Law Group), Mrs. McCommas provided advanced instruction on Coordination of Remedies in Procurement Fraud Cases (Advanced Acquisition Group). (Mrs. McCommas)

(5) Army SDO / PFB Meet with SIGIR. On 30 Mar 07, the Army SDO and PFB attorneys met with the Special Inspector General for Iraq Reconstruction (SIGIR), Mr. Stuart Bowen, and members of the SIGIR legal office. Mr. Bowen requested the meeting to better learn about the Army's suspension and debarment process. The SIGIR was very interested in suspension and debarment as a complement to DoJ lawsuits. The SIGIR indicated that his office would enhance coordination and cooperation with PFB on potential suspension and debarment actions. (Mr. Rob Kittel, Ms. Chris McCommas, and Mr. Brian Persico)

Other.

(1) AAA Follow-Up Audit of Army Criminal and Civil Fraud Recovery Process. On 23 March 2007, the Army Audit Agency (AAA) provided the Procurement Fraud Branch (PFB) with a draft report on the recent follow-up audit it conducted of the Army criminal and civil recovery process. AAA made the following four recommendations: (1) DFAS designate one specific office to process Army fraud recoveries; (2) PFB conduct a second workshop with all the key players for the purpose of reengineering the current fraud recovery process, and to continue to conduct such workshops periodically; (3) PFB develop documentation on how the fraud recovery process works, and provide it to U.S. At-

torneys, DOJ, and the responsible people at DFAS, to ensure that recovered funds are returned to the correct Army activity; and (4) PFB request authority from DFAS to access and monitor the DFAS Monthly Debt Management Report (MDMR) for the purpose of identifying fraud recovery receivables. Written comments by TJAG are due back to AAA on 23 April 2007. Commander, USALSA, and TJAG were briefed. (Mrs. McCommas and Ms. McCaffrey)

(end)



DID YOU KNOW? (CONT'D ON PAGE 20)



U.S. Army CH-47D Chinook helicopters from the 1st Battalion, 228th Aviation Regiment, Soto Cano Air Base, Honduras, get closer to a landing area during the Joint Logistics Over The Shore 07 exercise in Puerto Quetzal, Guatemala, Feb. 11, 2007. The exercise mission is to support the humanitarian assistance exercise New Horizons which is taking place in Belize and Guatemala. (U.S. Army photo by Kaye Richey) (Released)

THE CHINOOK CH-47

The CH-47 Chinook is the Army's tandem-rotor twin-engine hauler. Now going on 50 years of service, this workhorse has been a reliable transport of ground forces, supplies, and ammunition for soldiers throughout the world. It entered Army service in 1962 for the Vietnam War and continues its service today.

Description:

The Chinook helicopter has undergone numerous upgrades since the first CH-47A model was delivered to the Army. Beginning in 1982 and ending in 1994, all CH-47A, B and C models were upgraded to the CH-47D version, which

remains the U.S. Army standard and features composite rotor blades, an improved electrical system, modularized hydraulics, triple cargo hooks, avionics and communication improvements, and more powerful engines that can handle a 19,500 lb load – nearly twice the Chinook's original lift capacity.

The CH-47D was originally powered by two T55-L-712 engines, but most are now fitted with the T55-GA-714A. With its triple-hook cargo system, the CH-47D can carry heavy payloads internally and up to 26,000 pounds externally, for example, bulldozers and 40-foot containers, at speeds over 155 mph (250 km/h). In air assault operations, it often serves as the principal mover of the 155 mm M198 howitzer, 30 rounds of ammu-

nition, and an 11-man crew. Like most US Army helicopters, the Chinook has advanced avionics and electronics, including the Global Positioning System.

The CH-47D saw wide use in Operation Enduring Freedom in Afghanistan and Operation Iraqi Freedom in Iraq. The Chinook was used in air assault missions, inserting troops into fire bases and later bringing food, water, and ammunition. It is typically escorted by attack helicopters such as the Apache (see Update 64) for protection. The CH-47D was particularly useful in the mountainous terrain of Afghanistan where high altitudes and temperatures limited the use of the Black Hawk (see Update 61).

An upgrade program exists to re-manufacture 300 of the current fleet of 425 CH-47D's to the CH-47F standard. The CH-47F upgrade program involves the installation of a new digital cockpit and modifications to the airframe to reduce vibration. The upgraded cockpit will provide future growth potential and will include a digital data bus that permits installation of enhanced communications and navigation equipment for improved situational awareness, mission performance, and survivability. Airframe structural modifications will reduce harmful vibrations, reducing operations and support (O&S) costs and improving crew endurance. Other airframe modifications will reduce by approximately 60% the time required for aircraft tear down and build-up after deployment on a C-5 or C-17. These modifications will significantly enhance the Chinook's strategic deployment

DID YOU KNOW? (CONT'D ON PAGE 21)



Iraqi army soldiers from Emergency Service Unit sit aboard a U.S. Army CH-47 Chinook helicopter following a cordon and search mission in Dugmat, Iraq, Jan. 30, 2007. (U.S. Air Force photo by Tech. Sgt. Maria J. Bare) (Released)

capability. First Unit Equipped (FUE) date for the CH-47F is September 2004.

The MH-47E is the Special Forces variant of the Chinook and will be remanufactured to the MH-47G. The MH-47 variants have in-flight refueling, a fast-rope rappelling system and other upgrades.

The Chinook's cockpit accommodates two pilots and an observer/flight engineer. The communications suite includes jam resistant HF and UHF radio systems and the helicopter is equipped with an Identification Friend or Foe (IFF) interrogator. Three machine guns can be mounted on the helicopter, two in the crew door on the starboard side and one window-mounted on the port side. Additionally, the helicopter is equipped with a suite of countermeasure systems, which could include one or more of the following: a missile ap-

proach warner, jammers, radar warner, and chaff and flare dispensers.

The Chinook has a triple hook system, which provides stability to large external loads or the capacity for multiple external loads. Large external loads such as 155mm howitzers can be transported at speeds up to 260km/h using the triple hook load configuration. Multiple external loads can be delivered to two or three separate destinations in one sortie.

The cabin provides 42 cubic meters of cargo space and 21 square meters of cargo floor area and can ac-

commodate two HMMWVs (High Mobility Multipurpose Wheeled Vehicle) or a HMMWV together with 105mm howitzer and gun crew. The main cabin can hold up to 33 fully-equipped troops. For medical evacuation, the cabin can accommodate 24 litters (stretchers).

Ramp operations can be carried out on water using an optional power-down ramp and water dam configuration.

The Improved Cargo Helicopter (ICH) is a remanufactured version of the CH-47D Chinook cargo helicopter with the new T55-GA-714A turbo-shaft engines, which are pod-mounted on either side of the rear pylon under the rear rotor blades. The ICH program is intended to restore CH-47D airframes to their original condition and extend the aircraft's life expectancy another 20 years (total life of 60 years) until the 2025-2030 timeframe. The program will remanufacture CH-47 aircraft, reduce the aircraft's vibration, thereby reducing Operations and Support costs, and allow the aircraft to operate on the digitized battlefield by incorporating a 1553 data bus. The ICH will also acquire the capability to carry 16,000 pounds of external/internal cargo. The self-sealing fuel tanks are mounted in external



Chinooks all over the World

DID YOU KNOW? (CONT'D ON PAGE 22)



The crew of a U.S. Army CH-47 Chinook helicopter from Alpha Company, 7th Battalion, 158th Aviation Regiment prepare to depart on a early morning mission from Bagram, Afghanistan, Jan. 26, 2007. (U.S. Army photo by Staff Sgt. Marcus J. Quarterman) (Released)

fairings on the sides of the fuselage. The fixed tanks hold 1,030 gallons of fuel. Three additional fuel tanks can be carried in the cargo area. In-flight refueling can extend the range of the MH-47 helicopter. The Fatcow is a CH-47 with the Extended Range Fuel System (ERFS) II system located in the cargo bay. The configuration consists of three or four fuel tanks attached to a refueling system.

Specifications:

Length: 98 ft 10 in (30.1 m)

Rotor diameter: 60 ft 0 in (18.3 m)

Height: 18 ft 11 in (5.7 m)

Disc area: 2,800 ft² (260 m²)

Empty weight: 22,450 lb (10,185 kg)

Loaded weight: 26,680 lb (12,100 kg)

Max takeoff weight: 50,000 lb (22,680 kg)

Sling-load capacity : 26,000 lb center hook; 17,000 lb forward/aft hook; 25,000 lb tandem

Powerplant: 2× Lycoming T55-GA-714 [turboshafts](#) 5,069 hp (2,800 kW) each

Performance

Maximum speed: 170 knots VNE (196 mph, 315 km/h)

Normal cruise speed: 130 knots / 137 mph

Range: 1,259 mi (1,110 nm, 2,060 km)

Service ceiling: 18,500 ft (5,640 m)

Rate of climb: 1,980 ft/min (10.1 m/s)

Manufacturer:

Aircraft - Boeing (Philadelphia, PA); Cockpit Upgrade - Rockwell Collins (Cedar Rapids, IA); Engine Upgrade - Honeywell (Phoenix, AZ); ERFS II - Robertson Aviation (Tempe, AZ)

Operators (Past and Present):

Chinooks have been sold to 16 nations and the largest users are the U.S. Army and the Royal Air Force of U.K. A commercial model of the Chinook, the **Boeing-Vertol Model 234**, is used worldwide for logging, construction, fighting forest fires and supporting petroleum exploration operations.

Text reprinted, in part, from the following references:

http://www.army.mil/fact_files_site/chinook/index.html

http://en.wikipedia.org/wiki/CH-47_Chinook

<http://www.fas.org/man/dod-101/sys/ac/h-47.htm>

<http://www.globalsecurity.org/military/systems/aircraft/h-47.htm>

SCHEDULE OF EVENTS

- 9 May 2007—ISDC Meeting to be held in the EPA Conference Suite, Level B-3, Room 3 in the Ronald Reagan Building, 1300 Pennsylvania Avenue
- 10 May 2007—DOD PFWG at Ballston (offices of Army Procurement Fraud Branch) in the 3rd Floor Conference Room.


*If you have events you wish to include on this page, please contact Army PFB.

MAY 2007

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9 ISDC	10 PFWG	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

DID YOU KNOW?

Chinooks around the World:


 United States Army, Army Reserve, and Army National Guard

 British Royal Air Force

 Italian Army


 Royal Netherlands Air Force


 Australian Army

 Republic of Singapore Air Force

 Islamic Republic of Iran Air Force and Islamic Republic of Iran Army

 Japan Ground Self-Defense Force

 Spanish Army

 Argentine Air Force and Argentine Army


 Royal Australian Air Force

 Canadian Forces Air Command

 Royal Air Force of Oman

 Egyptian Air Force


 Greek Army


 Libya Air Force

 Royal Moroccan Air Force

 Republic of Korea Air Force

 Army of the Republic of Vietnam

 Vietnam People's Air Force uses captured ex-ARVN Chinooks

 Republic of China Army

 Royal Thai Air Force

UNITED STATES ARMY LEGAL SERVICES AGENCY

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PARTING SHOTS: DOING GOOD ON HAIFA STREET



Photo by SPC Olanrewaju Akinwunmi
March 07, 2007

PFC Michael Garner, a medic, splints a man's arm.



Photo by SPC Olanrewaju Akinwunmi
March 07, 2007

Residents are happy to see the Soldiers delivering aid.

These photos appeared on www.army.mil.