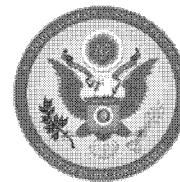




NATIONAL RECONNAISSANCE OFFICE

*Office of Inspector General
14675 Lee Road
Chantilly, VA 20151-1715*



22 September 2015

MEMORANDUM FOR DIRECTOR, NATIONAL RECONNAISSANCE OFFICE
PRINCIPAL DEPUTY DIRECTOR, NATIONAL
RECONNAISSANCE OFFICE
DEPUTY DIRECTOR, NATIONAL RECONNAISSANCE OFFICE
DIRECTOR, COMMUNICATIONS SYSTEMS DIRECTORATE
COMMANDER, [redacted]

(b)(3)

Subject: (U) Report of Investigation: Conflict of Interest and
Dereliction of Duty (Case Number 15-0010-I)

(U//~~FOUO~~) The National Reconnaissance Office (NRO)
Office of Inspector General (OIG) initiated an investigation
based on allegations of a potential conflict of interest by
[redacted] During the course of that
investigation, the OIG also obtained information regarding potential
dereliction of duty by [redacted]

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[redacted]
respectively. Attached is the final Report of Investigation regarding
both the conflict of interest and dereliction of duty allegations
for your review and possible action. [redacted] and
[redacted] are no longer assigned to the NRO.

(U//~~FOUO~~) The NRO OIG requests that you provide a written
response by 02 November 2015 that identifies any actions taken on this
matter. Please address your response to [redacted] Assistant
Inspector General for Investigations, NRO OIG.

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(U//~~FOUO~~) This Report of Investigation is available only to those
individuals to whom the OIG specifically authorizes its release.
Please notify the undersigned if other individuals require access as
part of their official duties, and the OIG will promptly review your
request.

(U//~~FOUO~~) If you have any questions concerning this report,
please contact Special Agent in Charge [redacted] at [redacted]
(secure) or [redacted] Assistant Inspector General for
Investigations, at [redacted]

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[redacted]

Acting Inspector General

Attachment:

(U) Report of Investigation:
(Case Number 15-0010-I)

cc:
D/OC/NRO
GC/NRO

Subject: (U) Report of Investigation: Conflict of Interest and
Dereliction of Duty (Case Number 15-0010-I)

[redacted] /22 Sep 15

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DISTRIBUTION:

Director, National Reconnaissance Office
Principal Deputy Director, National Reconnaissance Office
Deputy Director, National Reconnaissance Office
Director, Communications Systems Directorate
Director, Office of Contracts
General Counsel
Commander, [redacted]
OIG Official Record [redacted]

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*(U) National Reconnaissance Office
Office of Inspector General
Investigations Division*

(U) REPORT OF INVESTIGATION

(U) (15-0010-I)

22 September 2015

~~(U//FOUO)~~ Section A – Subjects:

1. ~~(U//FOUO)~~ Full Name:

[Redacted]
[Redacted]

Service: Air Force

Rank:

[Redacted]

Last NRO Position:

[Redacted] Communications Systems Directorate¹

Previous Position:

[Redacted] Silver
Eagle Contract (NRO000-11-C-0628),
Communications Systems Directorate

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2. ~~(U//FOUO)~~ Full Name:

[Redacted]
[Redacted]

Service: Air Force

Rank:

[Redacted]

Last NRO Position:

[Redacted] Communications Systems Directorate²

Previous Position:

[Redacted] Communications
Systems Directorate

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¹ Per [Redacted] security database, [Redacted] last service date at NRO was [Redacted]
² Per [Redacted] security database, [Redacted] last service date at NRO was [Redacted]

3. ~~(U//FOUO)~~ Full Name:

Service: Air Force

Rank: Captain (O-3)

Last NRO Position:

Communications Systems Directorate³

Previous Position: **Silver Eagle**

Contract (NRO000-11-C-0628), Communications Systems Directorate

4. ~~(U//FOUO)~~ Full Name:

Service: Air Force

Rank: Lieutenant Colonel (O-5)

Current Position:

Communications Systems Directorate,

Previous Position:

Communications Systems Directorate

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³ ~~(U//FOUO)~~ Per security database last service date at NRO was

(U) Section B – Predication:

5. (U//~~FOUO~~) The National Reconnaissance Office (NRO) Office of Inspector General (OIG) received a confidential complaint that [redacted], a government [redacted] in the Communications Systems Directorate (COMM), made decisions that affected the General Dynamics Silver Eagle contract⁴ during the course of her spouse’s employment with General Dynamics on the same contract. The OIG initiated an investigation as [redacted] alleged actions potentially violated Department of Defense Regulation 5500.07-R, Joint Ethics Regulation, Section 5-301 (DoD 5500.07-R), which prohibits an Air Force enlisted member from participating personally and substantially in any particular matter in which [redacted]

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6. (U//~~FOUO~~) As part of the initial investigation, the OIG obtained information that the responsible contracting officer (CO) notified [redacted] through e-mail that her support to the Silver Eagle contract created a conflict of interest since [redacted] Additional information evidenced that [redacted] continued to provide direction and input to Silver Eagle subsequent to the instruction to cease such activity. Other information indicated that [redacted] superiors, [redacted]

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[redacted] may have been witting of the CO’s prohibition, but permitted [redacted] to continue to provide direction to the Silver Eagle contractor in contravention of the CO’s written prohibition. As such, these four respective individuals may have violated Title 10 U.S.C. §892-Article 92, Failure to obey order or regulation, paragraph 3. derelict in the performance of their supervisory duties (Article 92-3).

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(U) Section C – Potential Violations:

7. (U//~~FOUO~~) Article 92-3 makes it a violation for members of the armed forces to be derelict in the performance of their duties. A violation under Article 92-3 requires (1) that the accused had certain duties, (2) that the accused knew or reasonably should have known of the duties, and (3) that the accused was willfully, or through neglect or culpable inefficiency, derelict in the performance of those duties.

8. (U//~~FOUO~~) DoD 5500.07-R states, in part, that it is improper for enlisted members to participate personally and substantially as part of their official DoD duties in any particular matter in which, to their knowledge, they, or their spouses, have a financial interest.

(U) Section D – Investigative Findings:

9. (U//~~FOUO~~) From approximately 7 September 2012 to 30 April 2014 [redacted] was [redacted] in COMM [redacted] was responsible for the day-to-day management of property under the Silver Eagle contract, a contract that provides operation and maintenance services to the NRO’s information technology and telecommunications (IT) networks. [redacted] specific duties included, but were not

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⁴ (U//~~FOUO~~) NRO000-11-C-0628.

limited to, management and oversight of the spare parts process and the property surveys performed by Silver Eagle personnel, as well as providing Silver Eagle contract award fee input.

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10. (U//~~FOUO~~) Contemporaneous with [redacted] performance as the [redacted] in COMM, General Dynamics; [redacted] under the Silver Eagle contract. [redacted]

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11. (U//~~FOUO~~) On 4 February 2013 [redacted] e-mailed the CO and the CO's team chief of his concern that [redacted] may cause [redacted] to have a conflict of interest since she performed oversight on Silver Eagle activities, to include the potential review of Silver Eagle invoices.⁵ In response, the CO's team chief e-mailed the CO and [redacted] wherein she explained that [redacted] had either an actual conflict of interest or at least the appearance of a conflict of interest. Within the same e-mail, the team chief directed [redacted] to select someone else to oversee Silver Eagle invoicing. Through a subsequent e-mail, [redacted] then informed [redacted] of her potential conflict of interest. [redacted] responded to [redacted] via email wherein she noted she understood his instruction. Subsequent to her response to [redacted] continued to serve as [redacted] whereby she oversaw Silver Eagle work and provided award fee comments.

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12. (U//~~FOUO~~) For the period covering mid-February 2013 through November 2013, the OIG found no information that evidenced [redacted] received any additional guidance or information from anyone in her chain of command relative to either her actual or the appearance of a conflict of interest.

13. (U//~~FOUO~~) On 13 December 2013, the General Dynamics program manager alerted [redacted] through an e-mail that he was concerned with [redacted] providing Silver Eagle award fee inputs [redacted]. The program manager explained that approximately one-year earlier, he advised the previous Contracting Officer's Technical Representative (COTR) of his initial concerns regarding [redacted] potential conflict of interest. He wanted to raise the concern again as he was aware of the OIG's planned audit of Silver Eagle. The program manager further stated he never received a response from the previous COTR and therefore did not know if the matter had been resolved.

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14. (U//~~FOUO~~) On 19 December 2013, [redacted] sent an e-mail to the CO wherein he requested that the CO make a decision regarding [redacted] role as [redacted] for Silver Eagle in light of [redacted] Silver Eagle. On the same date, [redacted] e-mailed [redacted] and instructed her to cease direct engagement on Silver Eagle matters until the CO and NRO Office of General Counsel (OGC) made a determination on her proper roles and

⁵ (U) The CO's authority to address [redacted] potential conflict of interest is set forth in Federal Acquisition Regulation 1.102, "Statement of Guiding Principles for the Federal Acquisition System." Regulation 1.102 states in pertinent part, "... the contracting officer must have the authority to the maximum extent practicable and consistent with law, to determine the application of rules, regulations, and policies, on a specific contract."

responsibilities. A 24 December 2014 e-mail sent from [redacted] to the CO provided a (b)(3) summary of [redacted] responsibilities, which indicated that she was an advisor to him and (b)(7)(c) other managers relative to property requirements under Silver Eagle.

15. (U//~~FOUO~~) E-mail communication, dated between 19 December 2013 and 6 January 2014, indicated that members of the Office of Contracts (OC), to include the CO, the CO's team chief, and the lead for OC policy, discussed [redacted] potential conflict of interest. Within these communications, the CO opined, and the CO's team chief concurred, that [redacted] would have a conflict of interest in the event she served as the property officer for a General Dynamics (b)(6) contract while [redacted] (b)(7)(c) The lead for OC policy instructed the CO to obtain an opinion from the OGC.

16. (U//~~FOUO~~) In a 6 January 2014 e-mail to an Air Force Judge Advocate (JAG) (b)(6) assigned to NRO OGC, the CO requested an opinion as to whether [redacted] (b)(7)(c) should cease providing direction to Silver Eagle based on [redacted] The CO explained that, based on [redacted] conflict of interest, she planned to instruct [redacted] (b)(3) to not provide direction to General Dynamics as well as not provide the CO or COTF (b)(7)(c) award fee input. The CO explained that she did not have any issues with [redacted] other responsibilities and asked the JAG if he agreed with this direction. The JAG responded that since [redacted] has a financial interest in General Dynamics [redacted] (b)(3) [redacted] she should not give direction to the contractor and should not provide (b)(6) award fee (b)(7)(c) inputs.

17. (U//~~FOUO~~) On 7 January 2014, the CO notified [redacted] via an e-mail marked with high importance, that [redacted] had a personal conflict of interest. The CO also instructed [redacted] that she could no longer provide the Silver Eagle contractor any direction, (b)(3) nor could she provide any award fee inputs. The CO further prohibited [redacted] from (b)(7)(c) involvement in any input into potential contract modifications or any type of assessment of Silver Eagle performance. The CO copied both [redacted] on the email. [redacted] forwarded a copy of the CO's email to [redacted] on that same date.

18. (U//~~FOUO~~) The OIG obtained information that evidenced [redacted] continued to direct and assess performance of the Silver Eagle contractor contrary to the CO's prohibitions. Her continued involvement was both of her own volition and at the request of her chain of command. For example, on 22 January 2014, [redacted] forwarded an e-mail to [redacted] wherein he inquired if a modification to Silver Eagle was necessary to address a property issue. Through ensuing e-mails, [redacted] and others devised and implemented a strategy that addressed the property issue. In an e-mail dated 27 January 2014, [redacted] requested [redacted] to review and provide a recommendation on a modification to the Silver Eagle statement of work. In response, [redacted] opined she had no issues with the recommended modification. In a 20 February 2014 e-mail, [redacted] solicited input from [redacted] on Silver Eagle performance in its management of IT property during the previous year. [redacted] responded with her evaluation of Silver Eagle performance. Lastly, in a 7 February 2014 e-mail [redacted] directed the Silver Eagle [redacted] to perform (b)(3) an audit function of NRO technology assets and submit the results of the audit to Silver Eagle government officials.

19. (U//~~FOUO~~) The OIG identified e-mails in which [redacted] solicited and received Silver Eagle award fee input from [redacted] subsequent to the CO's 7 January 2014 e-mail. In a 1 April 2014 e-mail, [redacted] provided [redacted] several comments that addressed Silver Eagle performance for the period of 1 October 2013 to 31 March 2014 for inclusion in Silver Eagle's award fee evaluation. Other e-mails and documentation illustrate that [redacted] provided informal assessments of Silver Eagle performance throughout the period from January 2014 to March 2014.

20. (U//~~FOUO~~) During his first interview⁶ with the OIG on 18 June 2014, [redacted] stated that he knew about the CO's prohibition that addressed [redacted] actions on Silver Eagle. [redacted] explained that the program managers believed the conflict of interest was avoidable if direction from [redacted] was within the scope of the existing contract and her award fee comments routed through management channels.

21. (U//~~FOUO~~) OIG interviewed [redacted] on 19 August 2014. She initially did not recall seeing [redacted] prohibition set forth in the CO's 7 January 2014 e-mail. However, when the OIG showed [redacted] a copy of the prohibition, she acknowledged receipt of the e-mail. She opined that [redacted] conflict of interest should have been cause to remove her from the Silver Eagle program. [redacted] stated further that [redacted] continued to provide direction and award fee inputs for Silver Eagle up until March 2014, as represented by e-mails sent by her after the 7 January 2014 prohibition.

22. (U//~~FOUO~~) In his interview with OIG on 18 August 2014, [redacted] related that, although he was on the previously identified 7 January 2014 e-mail distribution list, he did not recall the e-mail and claimed that he was not aware of [redacted] potential conflict of interest until the spring of 2014 (after [redacted] management had already addressed the issue). [redacted] noted that, had he known earlier about [redacted] continued award fee inputs, he would have stopped it. [redacted] further noted that the prohibition provided by the CO was appropriate and within her authority as a CO.

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23. (U//~~FOUO~~) The OIG interviewed [redacted] on 21 August 2014. During her interview, she stated that, per the CO, she was no longer allowed to give Silver Eagle directions, provide award fee input, or be involved in any input into potential contract modifications or any type of assessment.⁷ She explained that she continued to provide the same type of directions to Silver Eagle after her receipt of the prohibition and discussions regarding the CO's order with [redacted] and a civilian manager, and that more individuals in her supervisory chain became involved in the review and transmittal of her inputs subsequent to the prohibitions identified herein. [redacted] stated she stopped her support of Silver Eagle after March or April of 2014. She also acknowledged she should have been more proactive in her management of her potential conflict and not reliant on her chain of command and management to mitigate the situation.

24. (U//~~FOUO~~) The OIG coordinated the case with the 11th Wing Judge Advocate, Joint Base Andrews (JAG/Andrews). The OIG requested that JAG/Andrews determine whether there

⁶ (U//~~FOUO~~) [redacted] asserted his rights under the Uniform Code of Military Justice Article 31b rights and declined the OIG's request for a second interview regarding his responsibility as [redacted] superior officer.

⁷ (U//~~FOUO~~) [redacted] executed her sworn written statement on 21 August 2014.

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was probable cause to believe that [redacted] and/or [redacted] violated DoD 5500.07-R and/or UCMJ Article 92-3. In January 2015, the JAG/Andrews responded that the information as presented supported violations of both DoD 5500.07-R and UCMJ Article 92-3 by T [redacted] [redacted] respectively; however, the JAG/Andrews declined further interest in the case in favor of action by NRO management.

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(U) Section E – Conclusion:

25. (U//~~FOUO~~) The OIG investigation indicated that the cognizant CO identified a potential conflict of interest created by [redacted] support to Silver Eagle [redacted] Pursuant to the CO's authority to direct personnel supporting the contract, on 7 January 2014, the CO ordered [redacted] to cease direction and award fee inputs on Silver Eagle. Notwithstanding, [redacted] continued to provide direction and award fee input to Silver Eagle until on or about 1 April 2014. Further, [redacted] superiors - [redacted] permitted [redacted] to provide both award fee inputs and direction to the Silver Eagle contractor in contravention of the CO's prohibition.

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26. (U//~~FOUO~~) Although [redacted] supported the Silver Eagle contract [redacted] the OIG found no information that her decisions and [redacted] involvement in the Silver Eagle contract affected [redacted] or financial interests as a General Dynamics employee.

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[Redacted Signature]

Assistant Inspector General
for Investigations

(b)(3)

(U) Section F – Recommendations: (b)(3)

27. (U//~~FOUO~~) The OIG recommends that the Director, COMM and Commander, [redacted] determine if any actions need to be taken regarding [redacted] [redacted] respectively. The OIG recognizes that, with the exception of [redacted] the individuals have PCSd from the NRO. Please inform the OIG if this report should be forwarded to the gaining commands. The Director, COMM and Commander, [redacted] are requested to report the results of their determination as well as any action taken or anticipated to be taken to the OIG within 45 days from the date of this report.

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CONCUR:

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[redacted]
[redacted] Acting Inspector General

22 September 2015
Date

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