



**Investigative Report of  
Alleged Contract Steering  
by the  
National Park Service's  
Denver Service Center**

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This is a version of the report prepared for public release.

## SYNOPSIS

In October 2014, we initiated an investigation into allegations made by a confidential source that Samuel Whittington, Director of the National Park Service's Denver Service Center (DSC), improperly directed that a contract for a senior construction manager position be awarded to the engineering and construction firm McDonough Bolyard Peck, Inc. (MBP). Specifically, the source alleged that in September 2014, Whittington steered the contract to MBP in an effort to employ the services of an MBP senior construction manager who had previously worked for DSC as a contractor.

During our investigation, we learned that the chief of DSC's contracting division may have directed one of her staff members to remove information from the contract file before we visited the Division's offices, and that she asked her staff if they knew who might have filed the complaint that initiated our investigation. We incorporated these issues into our investigation.

We found that in June 2014 Whittington and his staff attempted to improperly award a contract to MBP for the senior construction manager's services. After the U.S. Department of the Interior's Solicitor's Office expressed concerns, however, about the MBP construction manager's price being much higher than that of the other qualified bidder (price and technical ability were supposed to be rated equally) the solicitation was canceled. DSC then issued a new solicitation, and the contract was awarded to MBP for the construction manager. We found that the integrity of the second procurement was compromised because Whittington had expressed a preference for the construction manager during the first solicitation and because the DSC program manager who acted as the contracting officer's representative had given the construction manager insight into evaluation criteria and pricing that other bidders did not receive.

In addition, both the program manager and the construction manager were initially not truthful with us about their contact with each other prior to the first solicitation. The program manager admitted during a second interview that she "more than likely" told the construction manager not to tell us that they had talked before the solicitation so that they would not "get in trouble." We did not find evidence that DSC leadership, including Whittington, knew of the program manager's contact with the construction manager.

During his first interview, which took place in January 2015, Whittington acknowledged communicating to his staff that he wanted to hire the MBP construction manager, but in a second interview in December 2015 he denied expressing this preference and said he could not recall what he told them. We gathered evidence, including internal DSC emails and employee interview statements, that directly contradicted his denial.

In addition, the contracting chief acknowledged asking a staff member to separate information about the canceled solicitation, which she thought might reflect poorly on the contracting process, from the contract file. The staff member did not remove the information. The chief also acknowledged that she asked her staff if they knew who had complained to us. Her staff expressed to us that they felt uncomfortable with the question, and the chief stated that upon reflection, she realized that the question was inappropriate.

## **POTENTIAL VIOLATIONS**

The C.F.R. (43 C.F.R. § 20.510, “Fraud or False Statements in a Government Matter”) prohibits U.S. Department of the Interior (DOI) employees from knowingly or willfully making any false statements or representations in a Government matter. According to 5 C.F.R. § 2635.703, “Use of Nonpublic Information,” Federal employees are also prohibited from using nonpublic information in a financial transaction, or allowing improper use to further the interests of themselves or others.

In addition, the Federal Acquisition Regulation (48 C.F.R. § 3.101-1, “General”) states that U.S. Government business must be conducted with complete impartiality and with “preferential treatment for none.” Transactions related to the expenditure of public funds require an “impeccable standard of conduct.” The general rule, according to this provision, is to avoid even the appearance of a conflict of interest.

Finally, 5 C.F.R. § 2635.101, “Basic Obligation of Public Service,” states that Federal employees must act impartially and not give preferential treatment to any private organization or individual. They must also endeavor to avoid actions creating the appearance that they are violating the law or ethical standards.

## **DETAILS OF INVESTIGATION**

On October 7, 2014, we initiated an investigation into allegations made by a confidential source that Samuel Whittington, Director of the National Park Service’s (NPS) Denver Service Center (DSC), which provides contracting services to national parks across the United States, improperly directed that a contract be awarded to the engineering and construction firm McDonough Bolyard Peck, Inc. (MBP), based in Fairfax, VA. The source specifically alleged that Whittington steered the contract for a senior construction manager position in an effort to employ the services of an MBP senior construction manager who had previously worked for DSC as a contractor.

During our investigation, we were informed that the chief of DSC’s contracting division asked one of her staff members to remove information from the contract file before we visited the division’s offices, and that she asked her staff if they knew who filed the complaint that initiated our investigation.

### **Before the Solicitation**

#### *Initial Discussions About the MBP Senior Construction Manager*

DSC employees informed us that before the MBP contract was awarded in September 2014, DSC was seeking to hire a Federal employee to replace a DSC technical specialist for construction who was planning to retire. We were told that this technical specialist had unique skills that included expertise in both construction management and information technology, and after advertising his position through a Federal job announcement, staff recommended a

candidate to hire. Whittington did not feel the individual was qualified, however, and decided that a selection would not be made.

According to Whittington, his staff informed him that the MBP construction manager, who had worked for DSC before under an American Recovery and Reinvestment Act of 2009 contract and had performed well, had applied for the position but had not made the certified list of candidates. Whittington and his staff said that readvertising a Federal job announcement would take considerable time, and a discussion began about potentially bringing back the construction manager or someone with similar qualifications through a contract solicitation.

During her interview, a DSC program manager who later became the contracting officer's representative on the solicitation said that Whittington told her: "We need somebody in here who knows construction, somebody like [the MBP construction manager]." She added: "I took it that if he could get [this construction manager], he would love it. If [the construction manager] wasn't available and we could get somebody of that caliber, that nature, great."

Whittington's chief of staff gave a similar assessment of early discussions about the construction manager. "I think the whole discussion . . . [was that] if he's available and we can get him, yeah, we want him," she told us. She stated later in the interview: "If we were able to get him through a legal means, we wanted him through a legal means."

#### *The DSC Program Manager's Contact With the MBP Construction Manager*

During our first interview with the program manager, we asked her numerous times whether anyone at NPS had contacted the construction manager to see if he was available for the solicitation, and she provided a few different answers. First she said that she did not know, then she said that the former technical specialist might have contacted him, and later she said that MBP employees might have simply seen the solicitation when it was announced. Eventually, she admitted during this interview that she had contacted the construction manager herself.

When we asked the program manager in a second interview, nearly a year later, why she had not been candid with us, she said that she thought she would get into trouble for calling the construction manager before the solicitation. She also acknowledged that she told the construction manager, possibly during their initial conversation, that completing Occupational Safety and Health Administration (OSHA) training would be "important" for the solicitation.

The construction manager stated during his interview that he believed MBP first found out about the DSC solicitation on the Federal Business Opportunities website, which advertises Federal Government procurement opportunities. We asked him if anyone at NPS had contacted him about the solicitation, and he replied "no."

We interviewed two MBP employees, however, whose accounts differed from the construction manager's. The manager of MBP's Columbia, MD branch at the time said that before the solicitation, the construction manager informed her that DSC was going to be issuing a solicitation for project management support similar to work that he had previously performed

there. She said that she and her staff alerted MBP's marketing department to "be on the lookout" for the solicitation.

An MBP communications employee said that the construction manager informed her that he had received "word on the street" from some "friends" at NPS that a construction manager solicitation was coming from DSC and "to be on the lookout for it." She said, however, that after we interviewed the construction manager, he contacted her and told her that he had not communicated with anyone at NPS about the solicitation and did not know about it until MBP employees informed him. She said she responded to him that this was not true and that he had called her and told her about it. She said that the construction manager "didn't agree" with her about this.

Approximately 6 months after we interviewed the construction manager, he requested to change statements he had made during the interview. We had asked him if someone at NPS contacted him about the upcoming solicitation, and he wanted to change his answer from "no" to "yes, once." We had also asked him if he had communicated with anyone at NPS throughout the solicitation process, and he wanted to revise that response from "no" to "once." He declined our request for a second interview.

During the DSC program manager's second interview, we asked her whether, before her first interview with us, she had spoken to the construction manager about the conversation that they had prior to the solicitation, and she replied: "I don't think so." When we asked her this question again, she said: "I don't honestly remember." She later admitted during this interview that she "more than likely" told the construction manager before their interviews not to tell us that they had talked before the solicitation so that they would not "get in trouble."

None of the DSC employees we interviewed said that they knew about the program manager's contact with the construction manager.

We interviewed an attorney-advisor with the Rocky Mountain Region of the DOI Office of the Solicitor (SOL) who had reviewed DSC's first proposed solicitation with MBP. When we informed her about the program manager's pre-solicitation contact with the construction manager and her informing him about the importance of the OSHA training, the SOL attorney-advisor stated: "You can't talk to contractors. . . . I'm not even saying that strongly enough."

### **The First Solicitation**

We interviewed a DSC contracting specialist who said that the program manager approached her in May 2014 and said that she wanted to do a sole-source contract with the construction manager (see Attachments 25 and 26). The contracting specialist said she informed the program manager that this was not possible, and the contract would need to be competed to firms that held blanket purchase agreements (BPAs) with DSC.

On May 16, 2014, the contracting specialist emailed five firms that held BPAs with DSC, including MBP, about a senior construction manager position, and she attached a request for quote (RFQ) and a scope of work (SOW). The RFQ noted that OSHA 10- and 30-hour

construction training were “general requirements” and that the candidate needed to be familiar with safety requirements, among other attributes. It also stated that technical ability and price would be rated equally. The SOW noted that the performance would be from the date of the award through June 3, 2016 (essentially 2 years). On May 30, 2014, MBP and another firm responded to the solicitation. MBP’s rate for its construction manager was \$534,262—over \$200,000 more than that of the other firm.

On June 5, 2014, the DSC contracting chief sent a coworker an email. She wrote: “Sam [Whittington] wants to bring [the construction manager] back as one of two contractors to replace [the former technical specialist].” Later that day, the program manager emailed the DSC contracting specialist and stated: “Sam and I have reviewed both resumes and we are in agreement that [the construction manager] is the best fit from the 2 proposals we received.”

The contracting specialist said that after the construction manager was selected, SOL had to review the solicitation because MBP’s quote was over \$500,000. In a June 12, 2014 memo to the contracting specialist, the SOL attorney-advisor stated that she was “not comfortable” with the choice of MBP for the contract award. She wrote:

I don’t think you can get past the fact that you stated in the [RFQ] that technical and price were of equal importance [emphasis in original]. If you decide to award to [MBP], you must convincingly show that [MBP] should win despite its much higher price. Given the price differential, and the fact that [the other firm’s] proposal was technically acceptable, I think you may have a difficult time doing this.

During her interview, the contracting specialist stated that she was not surprised that the attorney-advisor had concerns with the award because of the construction manager’s steep price, and that a DSC contracting officer who had reviewed the contract file agreed that his price was a concern. After a decision was made to reannounce the solicitation, the contracting specialist said, the program manager was displeased and asked how DSC “could get MBP.” The contracting specialist stated: “It was always there that they wanted [the construction manager] . . . which makes contracting life a little bit difficult because you do want to please your customer, but you do have to do it fairly.”

The contracting officer told us that while she had a limited involvement in the first solicitation, she recalled the contracting specialist informing her that DSC staff wanted to hire the construction manager and did not want to compete the contract. She stated: “They were just trying to push this through . . . and not do a lot of extra work because they knew who they wanted.” She also said: “[The construction manager’s] name was everywhere through this . . . from the first day I was made aware of the solicitation.”

The DSC program manager initially denied speaking with contracting staff about doing a sole-source contract with MBP for the construction manager, but she admitted later in the interview that she “may” have asked them if they could “go direct” with him. She said that after she reviewed the construction manager’s resume and the resume of the other candidate, it was clear to her that the construction manager was more qualified. She said that the next thing she knew, the solicitation was being canceled.

The program manager said she was not aware that the solicitation stated that the candidate's price and technical ability would be rated equally, and she did not agree that they should be. She said that because the construction manager would be at DSC for only a limited time, price was not as important as technical ability. She questioned whether a less qualified individual would be a "value to the Government" if the individual would have a "4-month learning curve."

During her interview, the contracting chief acknowledged that DSC staff had an "interest" in the construction manager because they knew him and he had done work for DSC before. She also said that the SOL attorney-advisor "had a good point" when she expressed concerns about the solicitation because DSC did not "make a good case" for paying more for the construction manager. We asked her what Whittington's influence was during the contracting process, and she said: "I think he wanted the best candidate for the position, and at the time, he might have thought it was [the construction manager]." She said that she got this impression from Whittington's chief of staff, but could not recall having any conversations with Whittington about it.

The chief of staff also acknowledged that the construction manager's name was "definitely on the radar," and said that "somewhere along the way," DSC staff probably asked about hiring him through a sole-source justification. She said, however, that even though DSC staff had him in mind, they were willing to consider all candidates. She said that she did not know much about the actual solicitation process, but she said of the construction manager's higher price: "If that's what it costs, that's what it costs."

We showed Whittington the June 5, 2014 email from the contracting chief stating that he wanted to hire the construction manager to replace the former technical specialist. Whittington acknowledged that at some point he did communicate this message to his staff. We also showed him the subsequent email from the program manager to the contracting specialist stating that she and Whittington had reviewed the resumes and felt the construction manager was the best choice. Whittington said that he believed he agreed with the program manager that the construction manager was the best choice. He said he knew there were issues with the construction manager's price, but he did not have any detailed conversations with any of his staff about the attorney-advisor's memo.

### **Further Contact With the MBP Construction Manager**

During her second interview, the program manager acknowledged that she contacted the construction manager to inform him that the first solicitation had been canceled. We showed her a July 9, 2014 email from the construction manager to the MBP manager, in which he stated: "I did get some feedback on our rate. I learned that there was a large disparity between us and the others, but those other bidders are now excluded." (The contracting specialist informed us that after the first solicitation went out, she realized that the other bidder had a conflict of interest, and language was inserted into the second solicitation that precluded the firm from receiving an award.)

The program manager said that she might have told the construction manager during their conversation: "If you guys are really interested and this comes out again . . . you guys need to

sharpen your pencil.” When asked what “sharpen your pencil” meant, she said it meant to “be competitive.”

We also showed the program manager a July 10, 2014 email from the MBP manager to the operations manager of MBP’s Columbia, MD branch. The manager wrote that she had just spoken with the construction manager, who said that because MBP’s proposal amount exceeded a certain threshold, “it was kicked to Washington DC for review,” which brought about the cancelation and readvertisement. The manager added: “The goal will be to get the overall proposal below \$500k.”

We asked the program manager if she had also informed the construction manager that \$500,000 was the threshold for SOL to review solicitations, and she said: “I’m not sure. I might have.” She added: “I may have just, in conversation, said that to him, [but] not, you know, ‘You need to get under \$500,000’ or whatever.” We obtained other MBP emails where employees emphasized that the construction manager’s price needed to be lower than \$500,000.

## **The Second Solicitation**

### *Adding New Evaluation Criteria*

On July 8, 2014, a new DSC solicitation for a senior construction manager position was posted on the General Services Administration’s EBuy system. The RFQ for this solicitation included new criteria, asking for a description of experience with Federal construction projects and stating that quotes describing experience with NPS projects would be more favorably rated. The RFQ also added professional licenses and certifications as criteria, including a certified construction manager (CCM)—a credential that the MBP construction manager held. On June 30, 2014, the DSC program manager emailed the chief of DSC’s technical branch that she knew the construction manager had “his CCM.”

The RFQ again stated that price and technical ability would be rated equally. While the SOW mentioned the requirement that the candidate have completed OSHA 10-hour, and preferably 30-hour, construction training, the RFQ did not. The RFQ also noted that up to two individuals could be chosen for the solicitation, and the end of the performance period changed from June 3, 2016, to December 31, 2015. According to the DSC contracting specialist, the performance period was shortened due to funding issues and the decision to hire two candidates instead of one.

The contracting specialist said she suspected that the RFQ’s new criteria had been geared toward the construction manager. She said that not many individuals had NPS experience, and she did not think that the construction manager’s NPS experience was worth his price. When we asked the contracting chief about this issue, she stated that the only criterion that was “potentially” meant to target the construction manager was having Federal Government experience. The program manager, Whittington and his chief of staff, and the technical chief (who was a member of the position’s technical evaluation panel) all defended this requirement, stating that experience with Federal construction projects was important for the work.

The contracting specialist also said she told the program manager that because the OSHA training and safety experience criteria were not in the RFQ, they should not be used to rate candidates.

We asked the program manager if leaving the OSHA training and safety experience criteria off the second solicitation's RFQ was purposeful, so that the construction manager would have the advantage of knowing that they were evaluation factors and other bidders would not. She denied that this was the case. She said that the technical chief accidentally sent the contracting officer the wrong version of the RFQ evaluation criteria, which did not include the OSHA and safety inspection experience. When we interviewed the technical chief, he confirmed that this was why the RFQ was missing these particular criteria and that the omission was not purposeful.

The MBP communications employee acknowledged that the construction manager informed MBP employees that OSHA training was very important to DSC, and said that his bringing this issue to their attention made the training more of a priority.

The SOL attorney-advisor told us that DSC could give "some weight" to contractors with Federal experience, but to include criteria for a specific office was "a little bit of a siren." When asked if DSC could give more weight to a contractor with NPS experience, she said that she did not think this was "fair." She said: "It's nice to have somebody that you like and that you worked with before, but that can't be something that you give . . . a lot of weight to." She said the fact that the program manager told the construction manager about the OSHA training before the solicitation and he had included it in his resume when it was not in the RFQ was "dangerous." She said that the only criteria that candidates should have been rated on were the ones outlined in the RFQ.

### *Evaluation of Proposals*

On July 23, 2014, the contracting specialist informed DSC contracting staff that she had received the proposals for the reannounced solicitation. Ten firms, including MBP, had submitted proposals. MBP's rates, for the construction manager as well as a second employee, were the second highest of the 10.

On July 31, 2014, the technical chief and the program manager, who were tasked with evaluating the proposals, emailed the contracting specialist the results of their review. Both had chosen the MPB employees for the contract award. The contracting specialist responded the same day that some of the firms needed to be contacted to obtain clarification on factors that they did not address in their proposals. She stated during her interview that she suggested going to the other firms to obtain clarification on whether candidates had OSHA training and safety experience, which were not included in the RFQ, but this never occurred. She said that when she approached the program manager about obtaining clarification from some of the firms, the program manager told her that Whittington wanted to hire the MBP construction manager.

The same day that the contracting specialist sent her email, the program manager forwarded it to Whittington's chief of staff, stating:

Here we go again. [The technical chief] and I conducted completely independent evaluations . . . and came up with the same two best qualified candidates. These two candidates did have higher rates than some of the other offerors but they were clearly the best qualified for the position yet we have to go through another round of requests and reviews. This is getting ridiculous! I believe an off-line conversation with you would be in order so that I can brief you on what has occurred in case Sam asks what the hold-up is.

According to the contracting officer, she spoke with the program manager in DSC's coffee room about the solicitation and told her that DSC had to do the solicitation "right," and the program manager responded: "This is what Sam [Whittington] wants."

On August 4, 2014, the construction manager emailed other MBP employees, stating: "I spoke with my contact on Wednesday, who was in the middle of the Technical Evaluation Panel (TEP). She said it was 'looking pretty good' . . . (She's also the one who asked how quickly I could get there the last go 'round')." During her interview, the program manager initially stated that she did not have any conversations with him during the actual solicitation period. After we showed her this email, however, she said that he may have phoned her and asked about the status of the solicitation, and she might have told him "things are looking pretty good, and I'm hoping somebody has a decision."

On August 7, 2014, the contracting chief emailed the contracting specialist that the contracting officer was removing herself from involvement the contract due to "potential conflicts." The chief later assumed the position of contracting officer on the contract.

The former contracting officer explained to us during her interview that she informed the division chief that she needed to be removed because she was "too close" to the issues involved in the procurement since her husband had applied for the Federal position to replace the former technical specialist and did not receive it. She said, however, that the real reason she asked to be removed was that she was not comfortable with the solicitation.

Some DSC employees had alleged that the former contracting officer had tried to interfere with the solicitation because her husband had not been chosen for the job, so we asked her if this was the case. She denied trying to cause problems with the solicitation.

On August 28, 2014, the contracting specialist informed MBP that DSC had selected the construction manager and his coworker.

As part of the procurement, the technical chief prepared a summary of the proposal evaluation process. The summary stated that one candidate was eliminated for not being available immediately, and all but five of the remaining candidates were eliminated for not citing experience with Federal construction projects. Of these five, according to the summary, another candidate was eliminated for not citing OSHA training and two did not have favorable references and were eliminated after giving their firms a chance to respond. This left the two MBP employees. The technical chief stated during his interview that he never actually eliminated any of the candidates from his list and that he simply considered who was the most qualified. When

he wrote the summary, however, he only highlighted the process that the program manager followed during her review.

During her interview, the program manager said that she called one reference for the construction manager, an NPS manager. She acknowledged that she had expected this NPS manager to give the construction manager a positive review. She said that the technical chief contacted the references for the other individuals.

A September 2, 2014 memorandum with the subject “Discussion of Hours and Costs,” signed by the contracting chief, stated that the two MBP employees’ high levels of technical experience and demonstrated abilities justified their premium prices. The construction manager’s contract was awarded that same day, and his coworker’s was awarded on November 14, 2014.

### *Interviews of DSC and MBP Employees*

Several DSC contracting staff members—including the contracting specialist, the contracting officer, and their supervisor—said that they believed the contract was steered to the MBP construction manager. The contracting specialist said that he was a “good choice,” but not the right one. “On paper, it looked like we had a lot of people that could have done the job at a much cheaper rate,” she said. We asked her if the contracting process was unbiased, and she replied: “No.” The contracting officer said that overall, she was not comfortable with how the contracting process was handled, and she believed that the program manager and the contracting and technical chiefs had steered the contract to the construction manager to please Whittington. The supervisor stated that it became “pretty obvious” from conversations with the program manager and the contracting chief that staff wanted to hire the construction manager and no one seemed concerned about his rates. She said that the competition was likely a “sham.”

We asked the SOL attorney-advisor to review the contract documents related to the second solicitation, and, based on this review, she said that she would not have approved the award for legal sufficiency.

The program manager said she believed that the second solicitation was unbiased, and she did not look at the candidates’ names but focused on their qualifications. She said, however, that looking back, she probably should not have called the construction manager. When asked why she had conversations with him throughout the solicitation process, she said: “I think . . . he was a known entity, [and] he had done good work for us before.”

The program manager acknowledged that it was possible that at some point Whittington had said he wanted the construction manager to be hired. When asked if she felt pressure from Whittington to hire the construction manager, she said: “Yeah, I mean, he’s the boss, for God’s sake. . . . If the boss says he would like somebody like that . . . then it’s like: ‘Oh, God, how am I going to do this?’ . . . So did I communicate to contracting [staff that] we want to get somebody like [the construction manager] in here again? Maybe so. . . . Did I say: ‘We absolutely have to get [him] in here and nobody else will do’? No.” She later stated that she felt comfortable voicing disagreements to Whittington when she had them.

The technical chief, who said he was only involved in the second solicitation, said that at no point did anyone ever inform him of a preferred candidate, but he got the sense that “people were very happy” that the construction manager was selected. He said that he knew nothing about any of the candidates and that his evaluation of them was completely separate from the program manager’s but they still had the same results. He said that while he and the program manager did not consider price during their reviews, he later took the scores of the candidates and plotted them on a chart with their prices, and he felt that DSC could justify paying more for the construction manager because it was getting a higher level of quality. “There are times when we should pay more for quality services and quality products,” he said. “And we should be able to defend that decision. And I think the problem with simple analyses that say: ‘You’re paying too much because there was a cheaper source,’ is [that they are] not adequate.”

During her second interview, the contracting chief acknowledged that she probably told her staff: “Sam wants [the construction manager].” She said that in retrospect, she should not have said this. She said that she ultimately made the final decision to choose the construction manager, and she felt that the contracting process was fair. When we asked during her first interview if the contract was steered to the construction manager, she said it was not steered specifically to him, but it was steered to “somebody definitely who had worked here at the DSC before.” Overall, she said, she felt that DSC made the right decision in choosing the construction manager and his coworker due to their high quality of work. “I think we tried to do the best that we could here,” she said. While she acknowledged that “from an outsider’s perspective,” the process DSC followed might not have seemed like the best, she believed that DSC tried to “keep the process as clean and as in accordance with the requirements” as it could.

We asked Whittington’s chief of staff whether the construction manager was chosen because Whittington wanted him, and she replied “no.” Then she said: “I mean, we knew [the construction manager]. We had a good working relationship with [him]. If [he] was available and [qualified under the contract], why wouldn’t we hire [him]?”

During his first interview in January 2015, Whittington said he probably discussed with staff that the construction manager appeared to be the highest rated candidate, was available, and could “hit the ground running.” He said he probably asked: “Can we make it happen, can we get there legally, can we do it?” We asked him if some of his staff might have felt pressure to hire the construction manager because they perceived that he wanted this, and he said: “Stuff like that happens. Stuff like that happens. And at some point I probably had a preference for [him].” During Whittington’s second interview in December 2015, however, he disputed that he ever informed his staff that he wanted the construction manager to be hired. He then stated that the solicitation had occurred “a long time ago,” and he could not recall what he said to his staff.

We asked Whittington whether, looking back, he would have changed any of his actions related to the contract, and he responded that he felt that internal disagreements regarding the contract originated because the former contracting officer’s spouse had not been hired for the Federal position announced before the solicitation. He said that if he could change anything, he would not have had a contracting officer involved whose spouse wanted an equivalent job to that being proposed in the contract. Whittington later stated that he also probably could have been “clearer” in his communication to his staff.

MBP employees denied having any knowledge of the contract being steered to the construction manager, but the communications employee said that upon reflection she wondered whether it had been; she noted that the solicitation did not have an educational degree requirement and that the construction manager did not have a degree. She said that out of all of the Federal contracts that she had seen, “key position[s],” such as construction managers, without an educational requirement were “few and far between.” We interviewed DSC staff involved in the solicitation about this issue, and they denied purposely leaving off a degree requirement to benefit the construction manager.

During our investigation, we found no evidence that DSC employees had any personal relationships with or accepted gifts from MBP employees.

We also obtained information showing that the program manager had met the requirements for a Level III contracting officer’s representative certification, and the contracting chief had met the requirements for a Level III contracting certification. According to the Office of Acquisition and Property Management, which maintains certifications for DOI contracting officials, both of their contracting certifications and subsequent required training are up to date.

On December 23, 2015, MBP informed us that the construction manager’s last day at the company would be December 31, 2015. According to the communications employee, the construction manager was being laid off because he did not have a degree, and finding projects without this requirement was “very difficult.”

### **Issues Pertaining to the DSC Contracting Division Chief**

We were informed during our investigation that the contracting chief had told a staff member to leave certain information out of the MBP contract file before we visited DSC’s offices, and that she asked her staff for information about who might have complained to the Office of Inspector General (OIG).

#### *Removing Information From the Contract File*

According to the contracting officer, the contracting specialist informed her that the contracting chief had said to leave out of the contract file information that, the contracting officer believed, was related to SOL’s review of the first MBP solicitation. She said she believed that DSC managers knew that the solicitation was not done properly and were trying to “cover themselves.”

The contracting specialist stated that before the office was aware of our investigation, she was getting ready to “do the filing” on the MBP contract, and the contracting chief asked that she take out information on the canceled solicitation. The contracting specialist said she disagreed with the chief and felt that the historical information was important to include. She said that the chief did not tell her why she wanted to take the information out of the file, but “seemed okay” with including the information after the contracting specialist explained why she wanted to keep it in. She said that after we began our investigation, the chief asked her why she had included information about the first MBP solicitation in the “Discussion of Hours and Costs”

memorandum, which summarized the procurement process. The contracting specialist said she replied that including historical information about the contract was important, and the chief did not press the issue further.

The chief's account differed slightly from the contracting specialist's. She initially stated that she did not know whether she had asked staff to remove information from the contract file, but she later acknowledged during her interview that she spoke with a staff member about separating information related to the previous solicitation. She stated during her second interview that when we first asked her about this issue, she could not remember what had occurred. She acknowledged that after she learned that we would be interviewing DSC staff, she told the contracting specialist that "it would be better" if the first solicitation "wasn't in the contract file." She explained that typically, contracting staff separated canceled solicitations from new ones. She said that by keeping the two solicitations together, someone might think that DSC staff were "trying to circumvent" the contracting process, which was "not what the intent was at all." She added: "The reason why we canceled it and we redid it was to hopefully do it more correctly the second time." The chief acknowledged that she suggested the contracting specialist separate the information because she was concerned about how we would view it.

We confirmed that the Federal Acquisition Regulation (48 C.F.R. § 4.802-3) does not require including information related to a canceled solicitation in the contract file for a newly announced one that is related to the same services. In addition, 48 C.F.R. § 4.801(c)(1) requires establishing files for canceled solicitations and for each contract.

#### *Asking Staff About the OIG Complainant*

The contracting specialist's supervisor said that after we informed DSC staff that we would be conducting interviews at DSC, she received an email from the contracting chief saying that they needed to talk. She said that when she went into the chief's office, the chief asked her if she knew anything about the complaint and how it was reported to OIG. She said she told the chief that this was "the most inappropriate" question that she had heard in a long time.

The former contracting officer also stated that the chief called her into her office the day after staff received an email from Whittington's chief of staff informing them that we would be conducting interviews. She told us that the chief said to tell her (the chief) everything she knew about how this investigation came about, but she told the chief that she did not know.

During her interview, the contracting specialist also said that the chief asked her to come into her office, closed the door, and asked if she knew anything about our investigation and who submitted the request for it, and the contracting specialist said she did not. When we asked her whether the chief specifically asked her if she knew who submitted the complaint, she responded: "Yes. Or if I had an idea who might, who would." The contracting specialist said that she felt uncomfortable about the chief asking her this and felt that the question was inappropriate.

The MBP communications employee stated during her interview that the chief had informed her about the investigation and told her that she "felt strongly" that the complaint was placed from

“inside the walls of the National Park Service.” The MBP employee said she got the impression that the chief was trying to figure out how the investigation began.

The contracting chief acknowledged asking her staff if they knew who the complainant was. She said that upon reflection, she should not have asked this, and that it was inappropriate. She said that she was not trying to intimidate her staff and just wanted to make sure the contracting records were “in order.” She said that for OIG investigations, DSC staff normally spoke with employees involved to determine how an investigation originated. When asked why DSC staff did this, she said: “Just to know the reason why.” She said that in the future, she would not ask staff this question.

### **SUBJECTS**

1. Samuel Whittington, Director (Senior Executive Service), DSC, NPS.
2. Chief of the Contracting Division (GS-15), DSC, NPS.
3. Program Manager (GS-14), DSC, NPS.
4. Former senior construction manager, MBP.

### **DISPOSITION**

The U.S. Attorney’s Office for the District of Colorado declined to prosecute the MBP construction manager and the DSC program manager for any false statements. We are forwarding this report to the Director of NPS and DOI’s Office of Acquisition and Property Management for action.