

SHERMAN S. STARTZ v. DEPARTMENT OF THE ARMY
Docket # SF-1221-23-0258-W-1
MOTION TO SUBMIT FINAL EVIDENCE
Summary Page

Case Title : SHERMAN S. STARTZ v. DEPARTMENT OF THE ARMY

Docket Number : SF-1221-23-0258-W-1

Pleading Title : MOTION TO SUBMIT FINAL EVIDENCE

Filer's Name : Sherman S. Startz

Filer's Pleading Role : Appellant

Details about the supporting documentation

#	Title/ Description	Mode of Delivery
1	ATTACHMENT 1 JOC CONTRACT FORT WAINWRIGHT AK 2018	Uploaded
2	ATTACHMENT 2 FCA 31 USC 3729 and Calculations	Uploaded
3	ATTACHMENT 3 ORIGINAL IRA APPEAL	Uploaded
4	ATTACHMENT 4 FCA PRIMER	Uploaded
5	ATTACHMENT 5 ORIGINAL SHERMAN ACT	Uploaded
6	ATTACHMENT 6 USA JOBS SUPER ENGINEER 6-22-2023	Uploaded
7	ATTACHMENT 7 USA JOBS DICTORATE 4-18-2023	Uploaded
8	ATTACHMENT 8 SSA STATEMENT STARTZ	Uploaded
9	ATTACHMENT 9 5 CFR 185.133 DETERMINATION	Uploaded
10	ATTACHMENT 10 PM 1 ALEUT POSTING 6-27-2023	Uploaded
11	ATTACHMENT 11 PM 2 ALEUT POSTING 6-27-2023	Uploaded
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Online Interview

1. Would you like to enter the text online or upload a file containing the pleading?

See attached pleading text document

2. Does your pleading assert facts that you know from your personal knowledge?

Yes

3. Do you declare, under penalty of perjury, that the facts stated in this pleading are true and correct?

Yes

Come now, **PRO SE Appellant SHERMAN SHELBY STARTZ** appearing with a Pleading; "FINAL EVIDENCE" in the Appeal SF -1221-23-0258-W-1, SHERMAN S STARTZ VS THE UNITED STATES ARMY.

MERIT

Having exhausted all remedies and courses of action; as well as having demonstrated all standard methods of discovery, requests for written interrogatories, requests for production and documents; admissions and depositions. Defendant has ignored all discovery requests and orders of the court.

The items requested in DISCOVERY would have provided **PRO SE Appellant SHERMAN SHELBY STARTZ** with supporting documentation and statements, supporting all previously sworn statement and allegation of FRAUD, CONSPIRACY TO COMMIT FRAUD, GROSS SHERMAN ACT and ANTI TRUST VIOLATIONS, CONSPIRACY TO OBSTRUCT CIVIL RIGHTS VIOLATIONS, EEO REASONABLE ACCOMODATION REQUEST DENIAL, WHISTLEBLOWER RETALIATION and PROHIBITED PERSONNEL PRACTICES; all illegal conduct performed and carried out by Senior Civilian Federal Employees representing the US Department of Army. The requested information would have clearly shown the collusion and conspirators malicious behavior toward Appellant with premeditated and collaborative conspiracy between Federal Employees, Civilian Employees of a Prime Contractor, including ALEUT Corporation; to cause great harm to Appellant and Appellants career. The requested discovery would have allowed **PRO SE Appellant SHERMAN SHELBY STARTZ** to clearly prove how this conduct was a gross violation of civil rights and Prohibited Personnel Practices, as well as not responding to EEO accommodation; requesting not being attached to ALEUT FEDERAL projects and to "please" not assign Appellant to ALEUT Projects, the corrupt prime contractor working collaboratively with government employees. The evidence requested would have clearly shown how Senior Federal Civilian Employees worked collaboratively and conspired with ALEUT Corporation employees to cause great harm to **PRO SE Appellant SHERMAN SHELBY STARTZ** with the intent to prevent Appellant from working, and slandering Appellants reputation and career, only to continue to steal from the US ARMY.

PRO SE Appellant SHERMAN SHELBY STARTZ first round of discovery provided the Defendant / Agency an opportunity to deny all of these allegations, yet the Defendant / Agency refused and ignored this critical part of the legal process in spite of risking sanctions and out right contempt for the court and judicial proceedings as defined by law, and denies **PRO SE Appellant SHERMAN SHELBY STARTZ** the right to a fair process such as found in the decision; *So wrote Judge Mark L. Wolf of the United States District Court for the District of Massachusetts in a lengthy memorandum and order entered in Red Wolf Energy Trading, LLC v. Bia Capital Management, LLC, Civil Action No. 19-10119-MLW, 2022 WL 4112081, at *1 (D. Mass. Sept. 8, 2022)*. This egregious conduct opens the door to default judgement.

Failing to produce discoverable documentation has prevented **PRO SE Appellant SHERMAN SHELBY STARTZ** an opportunity to prove to the court, EEO Violations, Fraud and Conspiracy to Commit Fraud, Whistleblower Retaliation, Violation of Prohibited Personnel Practices, SHERMAN ACT and Anti-Trust Violation and violation of USC 18, 241,242 and 245 (b)(2). While a "no response" is not an admission of guilt, it is a **massive red flag** leaving the Defendant / Agency's motives in question. If Defendant / Agency possessed evidence proving Appellants sworn statements to be false; surely, they would bring it to light to ensure Justice is served, however no such event has occurred.

With that in mind **PRO SE Appellant SHERMAN SHELBY STARTZ** asks the Honorable Administrative Judge Michael Shachat to pursue to most liberal and aggressive damages, civil penalties, and sanctions possible in order to meet the ends of Justice necessary to right the waste of time and life, the abusive actions towards me, and wrongs committed towards me; a protected Federal Employee with Jurisdiction conducting protected activity, and the mockery of this Civil Courts process by these Senior Federal Civilian Employees, the Agency, all representing the Department of Army and aided and abetted by Civilian Employees by a Prime Contractor and a single Native Corporation; ALEUT Corporation. Further; while **PRO SE Appellant SHERMAN SHELBY STARTZ** tried hard to simply be left alone and not be involved in any of this illicit conduct; instead, the malicious conduct towards me was criminal and must not be ignored. The circumstances which lead up to these events, and the depth of the network involved in this conduct must stop; Appellant and the US ARMY deserves so much better. It is **PRO SE Appellant SHERMAN SHELBY STARTZ** hope the Honorable Administrative Judge Michael Shachat will cause great economic damages significant enough to cause the necessary change in US ARMY oversight of Civilian Employees working on behalf of the US ARMY and include safeguards, retraining to prevent the corruption that can and has occurred between PRIME CONTRACTORS and Federal Employees and a NATIVE CORPORATION.

Compensatory damages:

The damages **PRO SE Appellant SHERMAN SHELBY STARTZ** am seeking include 3x back pay totaling \$61,424.00 x 3 = **\$184,272.00**.

Future pay of **\$784,000.00**, broken down into \$98,000.00 for 8 years of work before Appellant wants to work and able to retire. This is fair and just because of the damage caused to Appellants career and life in general; (**See Attachment 8 for Social Security Earned Income Report**) as a result of the negative consequences to Appellants career, the results of the illicit conduct of Federal Civilian Employees in collusion with Corrupt Civilian Employees and ALEUT NATIVE CORPORATION. The negative decline in earnings shown in the SSA Report parallels all of the negative events throughout this period of time ranging from 2021 to present.

Punitive damages:

PRO SE Appellant SHERMAN SHELBY STARTZ is seeking the full **\$300,000.00 x 2** in punitive damages for the EEO Violation. In spite of my efforts to avoid any negative events with ALEUT FEDERAL, I did request for accommodations as a result of former negative conduct associated with another ALEUT Corporation; PATRICK CONSTRUCTORS, accommodations which were ignored; and in fact, used to further make my life miserable.

PRO SE Appellant SHERMAN SHELBY STARTZ Is seeking Civil Penalties through the “**False Claims Act**” (**See Attachment 2 and Determination Calculations Work Sheet**).

Since Aleut federal was placed on approximately \$36.5M to \$48m dollars’ (**See Attachment 1 JOC** Solicitation 3/15/2018) worth of projects per year for the past 5 years all of which Appellant would argue, 80% were fraudulent; (Appellant witnessed fraud on 4 out of 5 projects) and considering fraudulent activity likely occurred at this rate on throughout the entire contract period on all of these projects. FAR Clauses subject the entire project fraudulent if any fraud occurs, and subject to 100% recoverable claim; this would allow the government to recover the full projects value in work redone; as

described throughout 48 CFR "Federal Acquisition Regulations;" specifically Parts Title 48, Chapter 1, 9.406-5; Title 48, Chapter 1, 3.104-6 and Title 48, Chapter 13, 1328.203, and further broken done in **Attachment 2**

Under False Claims Act 31 USC 3729 – 3733 / Qui Tam Suits; DISCLOSURE FOR FRAUD, **PRO SE Appellant SHERMAN SHELBY STARTZ** is entitled to any were between 15% to 25% (**\$36.5M - \$48M per year for 5 years Appellant is seeking**) of the recovered fraud by the government to be determined by the judge's discretion. See **Attachment 2** for calculations and determination worksheet; 5 CFR 185.133 Determining the amount of penalties and assessments.

Since no evidence has been produced to pin point the exact amount of fraud that occurred, it is up to the Judge's discretion to determine what amount that fits this case to be awarded; Appellant pleads to the Judge to recognize the agency actions in not submitting evidence for my discoveries to assume that the evidence is entirely incriminating and would show the maximum possible fraud recoverable to have occurred. Nevertheless, zero response speaks loudly to DEFAULT JUDGEMENT, and it is Appellant hope the court will ORDER a DEFAULT JUDGEMENT against Defendant.

PRO SE Appellant SHERMAN SHELBY STARTZ; asks the Honorable Administrative Judge to reflect the "Courts Order of Jurisdiction" and the recommendation litigates consider Mediation and enrolling in MAPS; **PRO SE Appellant SHERMAN SHELBY STARTZ** followed the Courts Order while Defendant / Agency further ignored the Orders and all legal process.

Appellant pleads to the Honorable Administrative Judge to impose significant sanctions against the Defendant for the Conduct of Civilian Federal Employees Representing the Defendant; for the mockery they have made of the courts process and the judicial process in its entirety and cause great change to prevent this malicious conduct by Federal Civilian Employees representing the Department of Army, and the Corruption that can and did occur between Federal Employees and Corrupt Civilian Contractors from ever occurring again.

Without making this a lesson on the compounded egregious behavior observed in this case, please note the discovery violations:

Rule 33 (c) Scope; Use at Trial. Interrogatories may relate to any matters which can be inquired into under [Rule 26\(b\)\(1\)](#), and the answers may be used to the extent permitted by the rules of evidence. A complete disregard to this basic right, allowing me to gain the documentation that would further incriminate this criminal conduct by all of these criminals.

No reply from the agency does not necessarily point to guilt and involvement by Senior Federal Civilian Employees representing the United States Army. In fact, the lack of response to either deny or produce the statements and documents adds even greater credence to Appellants accusations of fraud and conspiracy to commit fraud, retaliation with malice and intent; you can't produce actual evidence that was intended to not exist; the lack of responsiveness proves my allegations of empty files, broken specifications, consistent inconsistencies; or written interrogatories from individuals whom have likely been terminated. Any response at this point would merely add insult to injury, for what appears to be a pattern of behavior by these individuals representing the US Army on Fort Wainwright in Fairbanks Alaska. The documents and discovery would have directly pointed to goods and services not being provided, patterns of awarding contracts that are not consistent with good contract management; why,

because they are thieves and their intent is to continue to steal. Their plan on using the system to serve as a shield and avoid detection; The very individuals who are entrusted by the US Army to prevent this kind of corruption have failed at their responsibilities. Appellant personally regrets this conduct towards Appellant and for our Army; they deserve so much better.

Further, Rule 33 allows for objection (b) (5) The party submitting the interrogatories may move for an order under [Rule 37\(a\)](#) with respect to any objection to or other failure to answer an interrogatory. The Defendant / Agency made no objections; the discovery, rules and courts process were simply ignored.

Lastly, going back to the MERITS of the IRA, the unexhaustive efforts to prove jurisdiction for this carefully delivered IRA and ultimately adding credence to Jurisdiction to my original OAA / 315H / EEO Appeal; I plead to the court to consider the new evidence should the EEO case be considered at this time. Appellant again pleads to the court for the most aggressive and liberal award and damages allowed by law and impose great justice to these criminals.

As stated in *28 U.S Code 1746 Unsworn Declaration Under Penalty of Perjury*

Wherever, under any law of the United States or under any rule, regulation, order, or requirement made pursuant to law, any matter is required or permitted to be supported, evidenced, established, or proved by the sworn declaration, verification, certificate, statement, oath, or affidavit, in writing of the person making the same (other than a deposition, or an oath of office, or an oath required to be taken before a specified official other than a notary public), such matter may, with like force and effect, be supported, evidenced, established, or proved by the unsworn declaration, certificate, verification, or statement, in writing of such person which is subscribed by him, as true under penalty of perjury, and dated, in substantially the following form:

(1) If executed without the United States: "I, **SHERMAN SHELBY STARTZ**, declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on (6-29-2023). Sherman Shelby Startz

(2) If executed within the United States, its territories, possessions, or commonwealths: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (6-29-2023).

Sherman Shelby Startz

Job Order Contract Ft Wainwright, Alaska

Solicitation # W912D0-18-R-0005

Type Pre-Solicitation (Past Due)

Posted 1/2/18, 6:16 PM

Updated 3/15/18, 8:14 AM

Due 3/22/18, 10:00 AM

No Award Date

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Summary

Federal Contract Opportunity for Job Order Contract Ft Wainwright, Alaska W912D0-18-R-0005. The NAICS Category is 236220 - Commercial and Institutional Building Construction. Posted Jan 2, 2018. Due Mar 22, 2018. Posted by the RCC Alaska 413th CSB (DOD - Army - AMC - ECC). The work will be performed at 1060 Gaffney Rd #6600k, Fort Wainwright, AK 99703, USA. Set aside for Competitive 8(a).

[Original Synopsis](#)

[Most Recent](#)

Added: Jan 02, 2018 9:16 pm

This Solicitation Number Has Changed from W912D0-17-R-0004 to W912D0-18-R-0005.

The U.S. Army's Regional Contracting Office-Alaska intends to issue a Request for Proposal (RFP) solicitation for a Job Order Contract (JOC) to be performed at Fort Wainwright, Alaska. The solicitation is intended to be for a single Indefinite Delivery/Indefinite Quantity (IDIQ) Contract to provide a broad range of repair and minor construction services.

The Government is seeking qualifying 8(a) firms in the Alaska Region of the Small Business Administration that primarily perform work under the NAICS classification code 236220 - Commercial and Institutional Building Construction. The applicable size standard is \$36.5M average annual gross receipts for the preceding three fiscal years. 8(a) firms not serviced by the Alaska Region, but have a bona fide place of business (as defined by SBA) within the geographic area served by the Alaska Region will be eligible to submit offers. This acquisition is intended to be a base year with four option years with a not-to-exceed amount of \$48 Million and task orders (projects) ranging from approximately \$2,000 to \$5 million. The Contracting Officer anticipates contractors will self-perform a minimum of 15% of the contract value.

Responses to this sources sought synopsis will be used to make appropriate acquisition decisions. After review of the responses to this sources sought synopsis, and if the Government plans to proceed with the acquisition, a solicitation announcement will be published on the Federal Business Opportunities website www.fbo.gov. A response to this sources sought is not an adequate response to the solicitation announcement. There is no bid package or solicitation at this time. No telephone calls will be accepted requesting a bid. Pleading Number : 2023025250 Submission date : 2023-06-29 16:00:57 Confirmation Number: 245192742 page 8 of 174

package or solicitation. In order to protect the procurement integrity of any future procurement that may arise from this announcement, information regarding the technical point of contact will not be given and no appointments for presentations will be made. Projects will be located across the interior of Alaska at Fort Wainwright, Delta Junction and TOK associated ranges, Black Rapids Training Center, Bolio Lakes, 1301, 10 Lakes, Gerstle River, Donnelly Training Area, and Seward Rec Center. The general scope of the requirements will be to perform multiple task orders at one time, conducting repair and renovation of buildings, including historic structures, at any/all of these locations. Work could include any of the following (non-exhaustive) list: repair or replacement of mechanical, electrical or fire protection and detection systems; concrete; asphalt; repairs related to building renovation or demolition; interior remodeling work including carpentry, painting, floor and wall covering; renovation of historic structures; repair or replacement of infrastructure systems; correction of drainage problems; repair or upgrade of structural problems, including seismic upgrades; repair or replacement of roofing, siding, windows, doors or other miscellaneous architectural elements, etc. Work may be accomplished in different types of facilities including: administrative, vehicle maintenance, industrial, warehouses, barracks, hangars, etc. This IDIQ contract will require a contractor to establish and maintain a project management/site superintendence office on Fort Wainwright. This acquisition will require a general contractor with experience and expertise capable of managing numerous task orders at the same time, which will require construction scheduling, cost estimating, quality control, and coordination of subcontractors in a wide variety of construction trades.

ADDITIONAL INFORMATION

Prior experience in the following areas are required:

- * Mechanical, electrical, plumbing and fire suppression and detection system replacement and upgrades.
- * Paving repair and replacement (concrete and asphalt).
- * Interior remodeling work including carpentry, painting, floor and wall covering.
- * Window and door replacement, including systems to meet DoD Antiterrorism Standards for Buildings.
- * Repair or replacement of infrastructure systems.
- * Correction of site drainage problems
- * Repair or upgrade of structural problems, including seismic upgrades.
- * Repair or installation of Exterior Insulation and Finish Systems (EIFS), Insulated Metal Panels, and Structural insulated panels (SIPs).
- * Repair or replacement of low-slope EPDM roof systems over 5,000 SF.
- * Repair or replacement of roofing, siding, windows, doors or other miscellaneous architectural elements.
- * Managing numerous repair and renovation task orders at the same time requiring construction scheduling, cost estimating, quality control, and coordination of subcontractors in a wide variety of construction trades. Similar projects could include job order contracts (JOC); Air Force Simplified Acquisition of Base Engineer Requirements (SABER) contracts; multiple award or single award task order contracts or similar type contracts. Include description of contract, lists of task orders completed or ongoing with task order values and descriptions, duration of contract and any other information that would aid the Government in determining similarity of the contract with the intended contract.

Interested Parties responding to this pre-solicitation request shall submit the following information at a minimum:

1. Offeror's name, address, point of contact, phone number, and e-mail address.
2. Firm's DUNS number.
3. Offeror's interest in providing a proposal on pending solicitation, once issued.
4. Offeror's capability to perform a contract of this magnitude and complexity.
5. Offeror's type of business and business size.
6. Offeror's Joint Venture information, existing and potential, if applicable.
7. Offeror's Bonding Capability (construction bonding level per contract and aggregate construction bonding level, both expressed in dollars.)
8. Brief description (single paragraph) of up to ten (10) similar projects completed by your company as a prime contractor within the past five (5) years, including as much of the following information as possible: (a) total dollar value of the contract; (b) brief description of the technical requirements of the project; (c) a description of the work that was performed and whether it was self-performed or performed by a subcontractor; (d) indication of how long the services took to complete, from start to finish. Interested parties should respond via email to the points of contact listed below no later than 6 January 2018 at 3:00 p.m., Alaska Time.

NAICS Category

[236220 - Commercial and Institutional Building Construction](#)

PSC Category

Not Listed

Set-Aside Type

Competitive 8(a)

Projected Award Type

Not Listed

Small Business Size Standard

\$45.00M

Source

[Sam.gov](#)

Additional Information

Not Listed

More Opportunities

[\\$95M 8\(a\) Multiple Award Task Order Contract \(MATOC\) for Design-Build and Design-Bid-Build Construction Services for the Stat... !\[\]\(eb1074bfd91059c9cff57cf6b5c22a5b_img.jpg\)](#)

[IDIQ MACC FOR NEW CONSTRUCTION, RENOVATION, AND REPAIR OF COMMERCIAL AND INSTITUTIONAL FACILITIES AT VARIO... !\[\]\(e11f4c47008b23dfe2f4f7c6bb9034d1_img.jpg\)](#)

[Indefinite-Delivery/Indefinite Quantity \(IDIQ\) Multiple Award Construction Contract \(MACC\), Naval Support Activity \(NSA\) Naple... !\[\]\(1f22188757847a0ffb7e4386ed38dfee_img.jpg\)](#)

[Military Ocean Terminal Concord \(MOTCO\) Job Order Contract \(JOC\)-Indefinite Delivery Indefinite Quantity \(IDIQ\) Single Award T... !\[\]\(8b489669e5348baffa74b0cc87030268_img.jpg\)](#)

[Charleston East Repair and Alteration Single Award IDIQ](#) 

[Multi-Function Support Services at NAS JRB Fort Worth, TX](#) 

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Categories

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Programs

Pleading Number : 2023025250

Submission date : 2023-06-29 16:00:57

Confirmation Number: 245192742

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31 USC 3729: False claims

Text contains those laws in effect on June 23, 2023

From Title 31-MONEY AND FINANCE

SUBTITLE III-FINANCIAL MANAGEMENT

CHAPTER 37-CLAIMS

SUBCHAPTER III-CLAIMS AGAINST THE UNITED STATES GOVERNMENT

Jump To:[Source Credit](#)[Miscellaneous](#)[References In Text](#)[Amendments](#)[Effective Date](#)**§3729. False claims****(a) LIABILITY FOR CERTAIN ACTS.-****(1) IN GENERAL.-**Subject to paragraph (2), any person who-

- (A) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;
- (B) knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;
- (C) conspires to commit a violation of subparagraph (A), (B), (D), (E), (F), or (G);
- (D) has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property;
- (E) is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true;
- (F) knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or
- (G) knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government,

is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410¹), plus 3 times the amount of damages which the Government sustains because of the act of that person.

(2) REDUCED DAMAGES.-If the court finds that-

- (A) the person committing the violation of this subsection furnished officials of the United States responsible for investigating false claims violations with all information known to such person about the violation within 30 days after the date on which the defendant first obtained the information;
- (B) such person fully cooperated with any Government investigation of such violation; and
- (C) at the time such person furnished the United States with the information about the violation, no criminal prosecution, civil action, or administrative action had commenced under this title with respect to such violation, and the person did not have actual knowledge of the existence of an investigation into such violation,

the court may assess not less than 2 times the amount of damages which the Government sustains because of the act of that person.

(3) COSTS OF CIVIL ACTIONS.-A person violating this subsection shall also be liable to the United States Government for the costs of a civil action brought to recover any such penalty or damages.**(b) DEFINITIONS.-**For purposes of this section-**(1) the terms "knowing" and "knowingly"-**

(A) mean that a person, with respect to information-

- (i) has actual knowledge of the information;
- (ii) acts in deliberate ignorance of the truth or falsity of the information; or
- (iii) acts in reckless disregard of the truth or falsity of the information; and

(B) require no proof of specific intent to defraud;

(2) the term "claim"-

(A) means any request or demand, whether under a contract or otherwise, for money or property and whether or not the United States has title to the money or property, that-

- (i) is presented to an officer, employee, or agent of the United States; or
- (ii) is made to a contractor, grantee, or other recipient, if the money or property is to be spent or used on the Government's behalf or to advance a Government program or interest, and if the United States Government-

 - (I) provides or has provided any portion of the money or property requested or demanded; or
 - (II) will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded; and

(B) does not include requests or demands for money or property that the Government has paid to an individual as compensation for Federal employment or as an income subsidy with no restrictions on that individual's use of the money or property;

(3) the term "obligation" means an established duty, whether or not fixed, arising from an express or implied contractual, grantor-grantee, or licensor-licensee relationship, from a fee-based or similar relationship, from statute or regulation, or from the retention of any overpayment; and

(4) the term "material" means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property.

(c) EXEMPTION FROM DISCLOSURE.-Any information furnished pursuant to subsection (a)(2) shall be exempt from disclosure under section 552 of title 5.

(d) EXCLUSION.-This section does not apply to claims, records, or statements made under the Internal Revenue Code of 1986.

(Pub. L. 97-258, Sept. 13, 1982, 96 Stat. 978 ; Pub. L. 99-562, §2, Oct. 27, 1986, 100 Stat. 3153 ; Pub. L. 103-272, §4(f)(1)(O), July 5, 1994, 108 Stat. 1362 ; Pub. L. 111-21, §4(a), May 20, 2009, 123 Stat. 1621 .)

HISTORICAL AND REVISION NOTES

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
3729	31:231.	R.S. §3490.

In the section, before clause (1), the words "a member of an armed force of the United States" are substituted for "in the military or naval forces of the United States, or in the militia called into or actually employed in the service of the United States" and "military or naval service" for consistency with title 10. The words "is liable" are substituted for "shall forfeit and pay" for consistency. The words "civil action" are substituted for "suit" for consistency in the revised title and with other titles of the United States Code. The words "and such forfeiture and damages shall be sued for in the same suit" are omitted as unnecessary because of rules 8 and 10 of the Federal Rules of Civil Procedure (28 App. U.S.C.). In clauses (1)-(3), the words "false or fraudulent" are substituted for "false, fictitious, or fraudulent" and "Fraudulent or fictitious" to eliminate unnecessary words and for consistency. In clause (1), the words "presents, or causes to be presented" are substituted for "shall make or cause to be made, or present or cause to be presented" for clarity and consistency and to eliminate unnecessary words. The words "officer or employee of the Government or a member of an armed force" are substituted for "officer in the civil, military, or naval service of the United States" for consistency in the revised title and with other titles of the Code. The words "upon or against the Government of the United States, or any department of the United States, or any department or officer thereof" are omitted as surplus. In clause (2), the word "knowingly" is substituted for "knowing the same to contain any fraudulent or fictitious statement or entry" to eliminate unnecessary words. The words "record or statement" are substituted for "bill, receipt, voucher, roll, account, claim, certificate, affidavit, or deposition" for consistency in the revised title and with other titles of the Code. In clause (3), the words "conspires to" are substituted for "enters into any agreement, combination, or conspiracy" to eliminate unnecessary words. The words "of the United States, or any department or officer thereof" are omitted as surplus. In clause (4), the words "charge", "or other", and "to any other person having authority to receive the same" are omitted as surplus. In clause (5), the words "document certifying receipt" are substituted for "certificate, voucher, receipt, or other paper certifying the receipt" to eliminate unnecessary words. The words "arms, ammunition, provisions, clothing, or other", "to any other person", and "the truth of" are omitted as surplus. In clause (6), the words "arms, equipments, ammunition, clothes, military stores, or other" are omitted as surplus. The words "member of an armed force" are substituted for "soldier, officer, sailor, or other person called into or employed in the military or naval service" for consistency with title 10. The words "such soldier, sailor, officer, or other person" are omitted as surplus.

EDITORIAL NOTES

REFERENCES IN TEXT

The Internal Revenue Code of 1986, referred to in subsec. (d), is classified generally to Title 26, Internal Revenue Code.

AMENDMENTS

2009-Subsecs. (a), (b). Pub. L. 111–21, §4(a)(1), (2), added subsecs. (a) and (b) and struck out former subsecs. (a) and (b) which related to liability for certain acts and defined "knowing" and "knowingly", respectively.

Subsec. (c). Pub. L. 111–21, §4(a)(4), substituted "subsection (a)(2)" for "subparagraphs (A) through (C) of subsection (a)".

Pub. L. 111–21, §4(a)(2), (3), redesignated subsec. (d) as (c) and struck out heading and text of former subsec. (c). Prior to amendment, text read as follows: "For purposes of this section, 'claim' includes any request or demand, whether under a contract or otherwise, for money or property which is made to a contractor, grantee, or other recipient if the United States Government provides any portion of the money or property which is requested or demanded, or if the Government will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded."

Subsecs. (d), (e). Pub. L. 111–21, §4(a)(3), redesignated subsecs. (d) and (e) as (c) and (d), respectively.

1994-Subsec. (e). Pub. L. 103–272 substituted "1986" for "1954".

1986-Subsec. (a). Pub. L. 99–562, §2(1), designated existing provisions as subsec. (a), inserted subsec. heading, and substituted "Any person who" for "A person not a member of an armed force of the United States is liable to the United States Government for a civil penalty of \$2,000, an amount equal to 2 times the amount of damages the Government sustains because of the act of that person, and costs of the civil action, if the person" in introductory provisions.

Subsec. (a)(1). Pub. L. 99–562, §2(2), substituted "United States Government or a member of the Armed Forces of the United States" for "Government or a member of an armed force".

Subsec. (a)(2). Pub. L. 99–562, §2(3), inserted "by the Government" after "approved".

Subsec. (a)(4). Pub. L. 99–562, §2(4), substituted "control of property" for "control of public property" and "by the Government" for "in an armed force".

Subsec. (a)(5). Pub. L. 99–562, §2(5), substituted "by the Government" for "in an armed force" and "true;" for "true; or".

Subsec. (a)(6). Pub. L. 99–562, §2(6), substituted "an officer or employee of the Government, or a member of the Armed Forces," for "a member of an armed force" and "property; or" for "property."

Subsec. (a)(7). Pub. L. 99–562, §2(7), added par. (7).

Subsecs. (b) to (e). Pub. L. 99–562, §2(7), added subsecs. (b) to (e).

STATUTORY NOTES AND RELATED SUBSIDIARIES

EFFECTIVE DATE OF 2009 AMENDMENT

Pub. L. 111–21, **§4(f)**, May 20, 2009, 123 Stat. 1625 , provided that: "The amendments made by this section [amending this section and sections 3730 to 3733 of this title] shall take effect on the date of enactment of this Act [May 20, 2009] and shall apply to conduct on or after the date of enactment, except that-

"(1) subparagraph (B) of section 3729(a)(1) of title 31, United States Code, as added by subsection (a)(1), shall take effect as if enacted on June 7, 2008, and apply to all claims under the False Claims Act (31 U.S.C. 3729 et seq.) that are pending on or after that date; and

"(2) section 3731(b) [probably should be section 3731] of title 31, as amended by subsection (b); section 3733, of title 31, as amended by subsection (c); and section 3732 of title 31, as amended by subsection (e); shall apply to cases pending on the date of enactment."

INCREASED PENALTIES FOR FALSE CLAIMS IN DEFENSE PROCUREMENT

Pub. L. 99–145, **title IX, §931(b)**, Nov. 8, 1985, 99 Stat. 699 , provided that: "Notwithstanding section 3729 of title 31, United States Code, the amount of the liability under that section in the case of a person who makes a false claim related to a contract with the Department of Defense shall be a civil penalty of \$2,000, an amount equal to three times the amount of the damages the Government sustains because of the act of the person, and costs of the civil action."

[Section 931(c) of Pub. L. 99–145 provided that section 931(b) is applicable to claims made or presented on or after Nov. 8, 1985.]

1 *So in original. Probably should be "101–410".*

5 CFR 185.133 Determining the amount of penalties and assessments.

- (a) In determining an appropriate amount of civil penalties and assessments, the ALJ and the authority head, upon appeal, should evaluate any circumstances that mitigate or aggravate the violation and should articulate in their opinions the reasons that support the penalties and assessments they impose. Because of the intangible costs of fraud, the expense of investigating such conduct, and the need to deter others who might be similarly tempted, double damages and a significant civil penalty ordinarily should be imposed.
- (b) Although not exhaustive, the following factors are among those that may influence the ALJ and the authority head in determining the amount of penalties and assessments to impose with respect to the misconduct (*i.e.*, the false, fictitious, or fraudulent claims or statements) charged in the complaint;
- (1) The number of false, fictitious or fraudulent claims or statements;
- Considering I was only attached to ALEUT FEDERAL Projects awarded through the Job Order Contract (See Attachment 1) and clearly witnessed fraud on 4 out of the 5 projects I was assigned; In spite of requesting accommodations to avoid conflict, it is safe to say 80% off all awarded contracts to ALEUT through the JOC involved Fraud. An accurate number could have been provided had Defendant responded to discovery.
- (2) The time period over which such claims or statements were made;
- The time period 2018 – 2022 – 5 Year Period (specifically requested in discovery).
- (3) The degree of the defendant's culpability with respect to the misconduct;
- Direct involvement of several Senior Federal Civilian Employees representing the US Department of Army and Civilian Employees associated with the Prime Contractor as described throughout the original Appeal and provided with this filing as Attachment 3; 100% involvement.
- (4) The amount of money or the value of the property, services, or benefit falsely claimed;
- See Attachment 1
 - Fort Wainwright Job Order Contract Value **\$36.5M** not to exceed **\$48M**
 - 80% of \$36.5M = \$29.2M per year
 - 80% of \$48M = \$38.4 per year
- (5) The value of the Government's actual loss as a result of the misconduct, including foreseeable consequential damages and the costs of investigation;
- Using the 80% figure found in response 4 above is an estimated range; an accurate number could have been provided had Defendant responded to discovery.
 - \$29.2M * 5 years = **\$147.5M**
 - \$38.4M * 5 years = **\$192M**
- (6) The relationship of the amount imposed as civil penalties to the amount of the Government's loss;
- See Attachment 2 FCA and **ATTACHMENT 4 FCA PRIMER**
 - Considering calculations at 15%
 - **\$147.5M * 15% = \$22,125,000.00**
 - **\$147.5M * 25% = \$36,875,000.00**
 - **\$192M * 15% = \$28,800,000.00**
 - **\$192M * 25% = \$48,000,000.00**
- (7) The potential or actual impact of the misconduct upon public confidence in the management of Government programs and operations.

- The gross mismanagement is tremendous if considering the total negative impact this has had on companies bidding hopelessly for contracts that were simply efforts in vain as the corruption of these individuals already had decided who was going to be awarded.
- While it is purely speculation, the negative implications that could likely be made by any soldier or their family claiming damages that could be connected to quality-of-life initiative could take issue with this fraud and its life span.
- Sadly this activity and corruption speaks loudly to ANT-TRUST
<https://www.ftc.gov/advice-guidance/competition-guidance/guide-antitrust-laws/antitrust-laws> and SHERMAN ACT Violations
<https://www.archives.gov/milestone-documents/sherman-anti-trust-act#transcript>

(8) Whether the defendant has engaged in a pattern of the same or similar misconduct;

- The corruption is long running on Fort Wainwright; people had been hired, replaced and for all intense and practical purposes this corruption would have continued for years to come. See Attachment 3 as well as descriptions provided to DoD OIG and OSC.

(9) Whether the defendant attempted to conceal the misconduct;

- The Defendant is the US ARMY; however, the US ARMY is also the Victim. For the benefit of this response will speak to the conduct of the Federal Civilian Employees who were directly involved in concealing this theft. In fact they were pretty good at their corruption; however in their attempts to figure out if I knew anything they gave themselves up. The concealment is hidden in empty files, broken specifications, project extensions spreading out billing over two and three years; all efforts to conceal the theft.

(10) The degree to which the defendant has involved others in the misconduct or in concealing it;

- These corrupt individuals were willing to go to any length to continue on and carry on the fraud; up to and including harassing me, treating me brutally and ultimately firing me for no reason other than I was in the way; "I was going to turn them in."

(11) Where the misconduct of employees or agents is imputed to the defendant, the extent to which the defendant's practices fostered or attempted to preclude such misconduct;

- The Defendant (US ARMY) relies on the integrity of the Civilian Employees to represent the US ARMY's interest; when the conduct of unethical, compromised Senior Federal Employees these employees must be discovered and the conduct must stop. Ultimately it would appear there has been some changes within the DPW group where these illicit characters were working. While there is no guarantee to what events lead up to the Senior Director of DPW ; Tim Sponseller and Matt Shaffer roles opened up shortly after this Appeal was filed and since. Tim Sponseller was likely old enough to retire, however Matt Schaffer was likely in his early 50's. Young enough to have done a lot more damage to Fort Wainwright through this organized crime of Compromised Senior Federal Civilian Employees representing the Department of Army, Civilian of Prime Contractors and Second Tier Contractors See **Attachment 6**; Matt Shaffer Role and **Attachment 7**; Tim Sponseller Role both advertised on USA JOBS. Both of these individuals were directly named to respond with Written Interrogatories and Request For Productions. Further, notice **Attachment 10 and Attachment 11**, job postings 6/27/2023 ALEUT FEDERAL Project Manager I and Project Manager II- both on Fort Wainwright, both roles are the exact roles of Ben Plumely and David Brown; both named throughout this process

(12) Whether the defendant cooperated in or obstructed an investigation of the misconduct;

- The Defendants did not ever produce a single bit of discovery as it likely did not exist; you can't produce something that was intentionally left blank, empty, disregarded purposely. The evidence in the form of reports requested were also never provided as requested in discovery.
- Looking at at the timeline of events, filed documents, reporting to DoD OIG and so on then the Job Posting for the Directorate Role at DPW; See Attachment 7, I am inclined to think the US ARMY has replaced them and they should.

(13) Whether the defendant assisted in identifying and prosecuting other wrongdoers;

- I do not know, but I can honestly say the US ARMY deserves better and all these Compromised Senior Federal Employees need to be stopped and prosecuted and the most severe punishment should follow; up to and including Firing Squad. I guarantee you shoot one or two and the message WILL BE CLEAR! When a system lends itself to absolute power and oversite of themselves; well corruption is inevitable. I personally documented the decent of integrity as far back as fall of 2021; see my correspondence to the US ARMY and ARMY CORP of Engineers in the Attachment 3; the Original Appeal.

(14) The complexity of the program or transaction, and the degree of the defendant's sophistication with respect to it, including the extent of the defendant's prior participation in the program or in similar transactions;

- The Complexity of Program Transactions was very sophisticated and the network of compromised employees enabled this theft to be hidden in plain site and ultimately come to rest in the lap of unsuspecting and in fact honest people. In my opinion this is the most heinous of crimes, using innocent people to steal from other innocent people and using a system to feed the program by awarding contracts to select individuals with absolutely no regard to who they might hurt. They used a Native Corporation to further the theft and imbedded the department with more individuals who would help conceal. It was elaborate but not too elaborate to figure out. The ONLY thing these fools did right was consistently do it wrong.

5 CFR 185.133 (up to date as of 6/21/2023)

Determining the amount of penalties and assessments.

SHERMAN S. STARTZ v. DEPARTMENT OF THE ARMY
Docket # SF-1221-23-0258-W-1
Response to ORDER ON JURISDICTION AND PROOF REQUIREMENTS
Summary Page

Case Title : SHERMAN S. STARTZ v. DEPARTMENT OF THE ARMY

Docket Number : SF-1221-23-0258-W-1

Pleading Title : Response to ORDER ON JURISDICTION AND PROOF REQUIREMENTS

Filer's Name : Sherman S. Startz

Filer's Pleading Role : Appellant

Details about the supporting documentation

#	Title/ Description	Mode of Delivery
1	Attachment 1 Melanie Morris Emails	Uploaded
2	Attachment 2 OSC Emails	Uploaded
3	Attachment 3 OSC Initial Report 2-10-2023	Uploaded
4	Attachment 4 STARTZ RESPONSE to OSC	Uploaded
5	Attachment 5 DoD OIG Report for Disclosure	Uploaded
6	Attachment 6 OSC Open and Close Documents	Uploaded
7	Attachment 7 FLOORING FRAUD CASE McColloch	Uploaded
8	Attachment 8 Job Description Startz	Uploaded
9	Attachment 9 Startz Separation Package	Uploaded

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SHERMAN S. STARTZ v. DEPARTMENT OF THE ARMY

Docket # SF-1221-23-0258-W-1

Response to ORDER ON JURISDICTION AND PROOF REQUIREMENTS

Online Interview

-
1. Would you like to enter the text online or upload a file containing the pleading?

See attached pleading text document

2. Does your pleading assert facts that you know from your personal knowledge?

Yes

3. Do you declare, under penalty of perjury, that the facts stated in this pleading are true and correct?

Yes

Come now SHERMAN SHELBY STARTZ, Jr.; PRO SE Appellant, with a pleading in the Appeal of SF-1221-23-0258-W-1; Whistleblower Retaliation and Other Protected Activity after exhausting all remedies through the Office of Special Council and having received a closeout letter with IRA; Individual Right of Action. Having exhausted all courses of action and remedies:

STATEMENT OF FACTS AND EVIDENCE

- 1) Protected Disclosure – I was retaliated against by Senior Federal Officials, fellow workers and members of two prime contractors; Patrick Constructors and Aleut Federal, both owned by an Alaskan Native Corporation, The Aleut Corporation. This retaliation came in the form of gross and unusual conduct towards me that ultimately resulted in not only a loss of employment but also extreme damage to my career. This retaliation was done in an effort to avoid detection for what was ultimately proven to be gross example of fraud and serious SHERMAN ACT / Anti-Trust Violation which occurred in an effort for Federal Employees and private contractors and ALEUT CORPORATION to defraud the United States ARMY through improperly awarding contracts, Billing Irregularities and out right price hikes. The retaliation towards me was in an effort to avoid detection of a long running plan to defraud the government and included a growth evolution; second generation of fraudulent government employees, private citizens and Prime Contractors performing construction on Fort Wainwright Alaska. In an effort to better understand the evolution of this “Whistleblower Retaliation” and “theft” as well as the involvement of Aleut Corporation, please see some of the email exchanges between Corporate Head of HR, Melanie Morris of Aleut Corporation. This shows examples of constructive collaborative efforts to address and correct gross and repeated examples of serious safety violations, my efforts to work collaboratively with ALEUT. The email exchange includes (upon Melanie’s request) emails sent to the Department of Army and US Army Corp of Engineers. My efforts just hours before termination and what subsequently followed were sound educated observations being called out. Ultimately, I realized this too was one on the many projects (FTW 435) that government and prime contractor employees were stealing by using inferior, non-approved flooring material. Please see **Attachment 1**, Melanie Morris Email. Also **Attachment 7** is the Flooring Fraud Case brought forward by DOJ on September August 25, 2022 – 2 months after my termination and directly connected to all the other fraud I had discovered and was trying to expose; an effort my caution on trying to protect Army security could have been lost in the entire equation.
- 2) The Dates Protected Activity took place. There are many dates and in fact some span over a period of time considering they are construction projects. Some of the provided dates to OSC are projects I was actually on or researched (looking back at similar project files from previous years which involved all the same conspirators and companies) looking for similarities and “consistent inconsistencies.” See **Attachment 2**. Email to OSC with initial summary of activity; **Attachment 3**, OSC INITIAL RESPONSE on Disclosure 2-10-2023; **Attachment 4**, Response to OSC 2-11-2023.

- 3) The individuals to whom I made Disclosure. DoD OIG as suggest in OSC Letter submitted as **Attachment 3**. Please find attached my response from DoD OIG upon reporting the Fraud (Stealing) and Whistleblower Retaliation; **Attachment 5**.
- 4) Why my description of the truth is reasonable. As previously stated, I was treated very badly by Formal Senior Government Officials, Civilian Workers and ALEUT Corporation as both a Civilian Employee and ultimately a Federal Employee engaging in protected activity as a Construction Control Inspector, following my specific job duties with professionalism and integrity. In doing so I was set up, lied about, called a spy, mole and then fired for no reason other than I was a problem. This conduct occurred frequently and without warning and cost me my job. This conduct towards me was with MALICE AND INTENT, in an effort to ruin my career and cause great harm to me. This conduct was mainly driven by Senior Government Officials who intended to continue to defraud the government and I was “going” to be in the way since I had already attracted negative attention to a project being exploited; FTW 435. This conduct was with no regard to the financial and emotional damage it could cause, This conduct was compounded after I reached out to Fort Wainwright Employee Assistance Department and express PTSD issues as a result of the retaliation I had received from many contractors on Fort Wainwright and most recently by Patrick Constructors. This EEO outcry was communicated by me to David Zrna, my senior. A corrupt and disturbing example of a Government Employee who not only did not respond to my request for accommodation of not being assigned to any ALEUT FEDERAL projects, but actually used this as a tool to further make my life miserable attempting to cause me to quit or have a meltdown. I did not quit or ever melt down. Examples of this treatment are described throughout this exchange of information to MSPB in case SF-315H-22-0532-I-1, which is in process at MSPB in Washington DC.
- 5) The Action the Agency Took of Failed to Take – I was brutally fired in a gross public display as if I were a criminal when in fact these people involved MATT SCHAFER, DENNIS KENNEDY, TANYA CLOOTEN, DAVID ZRNA MATT TAYLOR, JASON WEBB; all US ARMY GOVERNMENT EMPLOYEES and MELANIE MORRIS, JEREMY JONES of ALEUT CORP. / PATRICK CONSTRUCTORS and BENJAMIN PLUMELY (aka Benjamin Mccollock) and DAVID BROWN of ALEUT FEDERAL. They all conspired against me, Violating NOT ONLY Prohibited Personnel Practices
 - *PPP 3. coerce the political activity of any person (including the providing of any political contribution or service), or take any action against any employee or applicant for employment as a reprisal for the refusal of any person to engage in such political activity;* Repeated examples.
 - *PPP 4 , deceive or willfully obstruct any person with respect to such person's right to compete for employment;* Mainly Tanya Clooten and David Zrna with the fictitious job I interviewed for which in fact I never even applied.
 - *PPP 5, influence any person to withdraw from competition for any position for the purpose of improving or injuring the prospects of any other person for employment;*

Mainly Tanya Clooten and David Zrna with the fictitious job I interviewed for which in fact I never even applied.

- PPP 8 (A) (ii) and PPP 8 (B) (i) (ii) *take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment because of—*

PPP 8 (A) (ii)

- i. *any disclosure of information by an employee or applicant which the employee or applicant reasonably believes evidences—a violation of any law, rule, or regulation, or*
 - ii. *gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, if such disclosure is not specifically prohibited by law and if such information is not specifically required by Executive order to be kept secret in the interest of national defense or the conduct of foreign affairs; or*
- B. *any disclosure to the Special Counsel, or to the Inspector General of an agency or another employee designated by the head of the agency to receive such disclosures, of information which the employee or applicant reasonably believes evidences—*
- i. *a violation of any law, rule, or regulation, or*
 - ii. *gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety*

None of the individual involved complied with this PPP and in fact I would guess they have never heard of it much less other employment law; they simply did not care who they used, hurt or abused in an effort to carry out and carry on the fraud.

- A. PPP 9 - *Take or fail to take, or threaten to take or fail to take, any personnel action against any employee or applicant for employment because of—*
- C. *for refusing to obey an order that would require the individual to violate a law, a rule or regulation;*

I recognized fraud and refused to sign documentation goods and services not provided. I was grossly treated with MALICE and INTENT AND THEN TERMINATED.

- PPP 12 - *take or fail to take any other personnel action if the taking of or failure to take such action violates any law, rule, or regulation implementing, or directly*

concerning, the merit system principles contained in section 2301 of this title. This basically is the finality of their conduct – I refused to be an unwitting fall guy as a QA. I would not violate Law, ARMY Regulation and my own Job Description and then I was brutally fired for no good reason brutally with MALICE and INTENT.

- 6.) Why I believe the disclosure activity was a contributing factor to the action. I am getting the feeling, not only based on the actions of my coworkers, boss David Zrna that I was obviously a problem and based on what I have concluded since, this compromised group of Senior Federal Employees would stop at nothing or stop for nobody in an effort to ruin anyone who might get in their way and result in them getting caught for the theft that has been and would have continued had I not come along.
- 7) The date of the complaint to OSC and the date of OSC was terminating investigation

I reported to OSC 12/29/2022 and received closure on 3/22/2023 Submitted as Attachment 6

PRAYER – I pray the Honorable Administrative Judge Michael Shachat will grant immediate relief. It is Pro Se Appellant Sherman Shelby Startz has suffered great damages both emotionally, physically and economically. It is my hope and prayer the Honorable Administrative Judge will see the horrible injustice suffered by me with the malicious and illegal conduct of Senior Government Officials working on behalf of the United States Army in collusion with Civilian Employees of Prime Construction Contractors and ALEUT Corporation. I am seeking the most aggressive and liberal damages allowed by law. It is my hope that the Honorable Administrative Judge will seek the greatest punishment allowed by law, up to and including firing squad (if the Army wants that) of all these horrible people who have, with no regard to law and ethics took from innocent people. It is my hope the honorable Administrative Judge will not only enforce my Disclosure to the DoD OIG for fraud, but also enforce my Civil Rights USC 18 241, 242, and 245 and cause punishment both economically and criminally against The Federal employees involved , civilian employees involved and ALEUT Corporation for the gross violation of my civil right. I pray Administrative Judge Michael Shachat will reinstate my employment, back pay and benefits and allow me to gain employment with the DoD somewhere immediately please; likely not on Fort Wainwright as I have no doubt many folks don't care for me much now. I am literally about to collapse financially, and am struggling.

As stated in 28 U.S Code 1746 Unsworn Declaration Under Penalty of Perjury

Wherever, under any law of the United States or under any rule, regulation, order, or requirement made pursuant to law, any matter is required or permitted to be supported, evidenced, established, or proved by the sworn declaration, verification, certificate, statement, oath, or affidavit, in writing of the person making the same (other than a deposition, or an oath of office, or an oath required to be taken before a specified official other than a notary public),

such matter may, with like force and effect, be supported, evidenced, established, or proved by the unsworn declaration, certificate, verification, or statement, in writing of such person which is subscribed by him, as true under penalty of perjury, and dated, in substantially the following form:

(1) If executed without the United States: "I, **SHERMAN SHELBY STARTZ**, declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

X

Executed on (3-28-2023).() Sherman Shelby Startz

(2) If executed within the United States, its territories, possessions, or commonwealths: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (3-28-2023).

X

Sherman Shelby Startz

Attachment:

- 1) Melanie Morris Emails
- 2) OSC Emails
- 3) OSC Initial Report
- 4) Response to OSC
- 5) DoD OIG Report
- 6) OSC Open and Close Letter
- 7) Flooring Fraud Case Fairbanks
- 8) Job Description for Construction Control Inspector Startz

From: [Melanie Morris](#)
To: shelbystartz@outlook.com
Subject: RE: [External] Thank you
Date: Wednesday, September 29, 2021 4:21:48 PM
Attachments: [image001.png](#)

Hi Shelby. I know it's almost end of day and I am trying to finish up looking into the below so I can get back with you.

It may be early tomorrow, but working my best to wrap things up on my end.

Appreciate your patience!

Melanie

Melanie Morris, PHR, SHRM – CP

Senior Human Resources Manager

Aleut Corporation

4000 Old Seward Hwy, Suite 300

Anchorage, Alaska 99503

Phone 907.561.4300 | Fax 907.563.4328

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From: Sherman Startz <shelbystartz@outlook.com>

Sent: Tuesday, September 28, 2021 8:14 AM

To: Melanie Morris <MMorris@aleutcorp.com>

Subject: [External] Thank you

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Melanie Morris,

Thank you for taking the time to hear me out and look into the possibility of re-employment; I do appreciate it.

It is my hope that a role can be salvaged from this retaliatory termination. You may or may not be aware the Army Corp of Engineers received a notice of concern (email) from me regarding the Lock Out Tag Out non-compliance and the problem I was having getting Jeremy Jones to properly address this safety concern. It seems Jeremy Jones was more concerned about not “upsetting” Melvin Weeks; according to Jeremy Jones; “Mel has a special relationship with GHEMM and FULFORD ELECTRIC, and we don’t upset the apple cart and make them do anything they don’t want to do, or make them look bad”. A disturbing response to say the least and lends itself to poor ethical decision making on Jeremy Jones and Melvin Weeks part and appear to be negligent. This is a reflection on Patrick Constructors Inc, Patrick Mechanical Inc. and ultimately on Aleut. The fact is the email sent to the Corp with concern was not the first reporting. I had actually verbally reported to Thomas Thorton with the Corp of Engineers earlier that day and informed him I was working on a resolve or I would not be accepting this role and the COE intervention would be necessary. Literally 4 hours later I was fired. This appears to be direct retaliation recognized by your client; the Army Corp of Engineers; to a very high level I might add. I simply cannot in good faith turn my back on such obvious non compliance to serious safety items. I do not share the same allegiance to GHEMM and FULFORD ELECTRIC as Jeremy Jones and Melvin Weeks.

This clearly looks and is retaliation for reporting blatant non compliance of critical life saving safety rules. Remember I first pointed to this concern even before going out on this project back in July.

Jeremy Jones allowed this problem to perpetuate; which speaks loudly to knowing and willful misconduct and had someone been electrocuted it would could have been very serious, including potentially jail.

See the potential cost had AKOSH or OSHA been called rather than simply reporting to the COE.

<https://www.enr.com/articles/41800-firms-face-882k-safety-fine-for-alaska-power-project-violations>

The hopes of regaining my employment will enable me to get back to work and PCL / PMI and Aleut to save face in what is considered a non-safety supportive approach to addressing safety concerns on an Army Corp of Engineers project by Patrick Constructor Inc.

I would rather just get back to work and avoid any further Army Corp of Engineer inquiries as well as finding myself filing a wrongful termination claim / whistle blower retaliation claim against PCL and Aleut.

Your considerations is appreciated.

Respectfully

S. Shelby Startz

From: [Melanie Morris](#)
To: shelbystartz@outlook.com
Subject: RE: [External] Re: [External] RE: [External] RE: Follow up
Date: Friday, October 8, 2021 2:17:20 PM
Attachments: [image001.png](#)

Hi Shelby. I sent a note letting you know that I would have to call around 3:30. Hopefully that works for you.

I will call you.

Thanks!

Melanie

Melanie Morris, PHR, SHRM – CP
Senior Human Resources Manager

Aleut Corporation
4000 Old Seward Hwy, Suite 300
Anchorage, Alaska 99503
Phone 907.561.4300 | Fax 907.563.4328
www.aleutcorp.com



From: Sherman Startz <shelbystartz@outlook.com>

Sent: Friday, October 8, 2021 2:13 PM

To: Melanie Morris <MMorris@aleutcorp.com>

Subject: [External] Re: [External] RE: [External] RE: Follow up

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Are we still on? Were you wanting me to call you?

Sent from my iPhone

On Oct 7, 2021, at 3:44 PM, Melanie Morris <MMorris@aleutcorp.com> wrote:

Perfect, thanks Shelby. Talk soon.

Melanie Morris, PHR, SHRM – CP
Senior Human Resources Manager

Aleut Corporation
4000 Old Seward Hwy, Suite 300
Anchorage, Alaska 99503
Phone 907.561.4300 | Fax 907.563.4328
www.aleutcorp.com
<image001.png>

From: Sherman Startz <shelbystartz@outlook.com>

Sent: Thursday, October 7, 2021 1:37 PM

To: Melanie Morris <MMorris@aleutcorp.com>

Subject: [External] RE: [External] RE: Follow up

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes, I will make sure I am available to chat.

907-231-9270

Respectfully

S. Shelby Startz

From: Melanie Morris <MMorris@aleutcorp.com>

Sent: Thursday, October 7, 2021 1:30 PM

To: Sherman Startz <shelbystartz@outlook.com>

Subject: RE: [External] RE: Follow up

Hi Shelby. Yes. I would like to ask some follow up questions for you. Can we meet tomorrow afternoon at 2pm?

If so, what number should I call you on?

Melanie Morris, PHR, SHRM – CP

Senior Human Resources Manager

Aleut Corporation

4000 Old Seward Hwy, Suite 300

Anchorage, Alaska 99503

Phone 907.561.4300 | Fax 907.563.4328

www.aleutcorp.com

<image001.png>

From: Sherman Startz <shelbystartz@outlook.com>

Sent: Thursday, October 7, 2021 1:19 PM

To: Melanie Morris <MMorris@aleutcorp.com>

Subject: [External] RE: Follow up

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good day,

Are you still investigating and considering me for re-employment?

Respectfully

From: Melanie Morris <MMorris@aleutcorp.com>

Sent: Thursday, September 30, 2021 2:43 PM

To: Sherman Startz <shelbystartz@outlook.com>

Subject: Follow up

Hi Shelby. I will need a bit more time to conduct a thorough review of your claims.

Any documentation you have would be helpful. For example, you mention about the concerns you brought forward to the Army Corp. If you have those emails, please send them. Also, if you have any communications between yourself and Jeremy that you haven't already sent, please send.

I will most likely need to connect with you once I have all the documentation that I have requested from the other parties involved. I will ensure to keep you updated on my progress.

Thank you Shelby.

Melanie

Melanie Morris, PHR, SHRM – CP

Senior Human Resources Manager

Aleut Corporation

4000 Old Seward Hwy, Suite 300
Anchorage, Alaska 99503
Phone 907.561.4300 | Fax 907.563.4328
www.aleutcorp.com
<image001.png>

From: Sherman Startz <shelbystartz@outlook.com>
Sent: Thursday, September 30, 2021 9:31 AM
To: Melanie Morris <MMorris@aleutcorp.com>
Subject: [External] RE: [External] Re: [External] Thank you

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

OK, you need anything from me in the way of information; emails demonstrating timelines and so on?

Respectfully

From: Melanie Morris <MMorris@aleutcorp.com>
Sent: Thursday, September 30, 2021 9:24 AM
To: Sherman Startz <shelbystartz@outlook.com>
Subject: RE: [External] Re: [External] Thank you

Good morning Shelby. I have a meeting at 10:30 to hopefully finalize the review of your concerns and request.

I will follow up by end of day.

Melanie

Melanie Morris, PHR, SHRM – CP
Senior Human Resources Manager

Aleut Corporation
4000 Old Seward Hwy, Suite 300
Anchorage, Alaska 99503
Phone 907.561.4300 | Fax 907.563.4328
www.aleutcorp.com
<image001.png>

From: Sherman Startz <shelbystartz@outlook.com>
Sent: Wednesday, September 29, 2021 5:42 PM
To: Melanie Morris <MMorris@aleutcorp.com>
Subject: [External] Re: [External] Thank you

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you

Sent from my iPhone

On Sep 29, 2021, at 4:21 PM, Melanie Morris <MMorris@aleutcorp.com> wrote:

Hi Shelby. I know it's almost end of day and I am trying to finish up looking into the below so I can get back with you.
It may be early tomorrow, but working my best to wrap things up on

my end.

Appreciate your patience!

Melanie

Melanie Morris, PHR, SHRM – CP
Senior Human Resources Manager

Aleut Corporation

4000 Old Seward Hwy, Suite 300

Anchorage, Alaska 99503

Phone 907.561.4300 | Fax 907.563.4328

www.aleutcorp.com

<image001.png>

From: Sherman Startz <shelbystartz@outlook.com>

Sent: Tuesday, September 28, 2021 8:14 AM

To: Melanie Morris <MMorris@aleutcorp.com>

Subject: [External] Thank you

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Melanie Morris,

Thank you for taking the time to hear me out and look into the possibility of re-employment; I do appreciate it.

It is my hope that a role can be salvaged from this retaliatory termination. You may or may not be aware the Army Corp of Engineers received a notice of concern (email) from me regarding the Lock Out Tag Out non-compliance and the problem I was having getting Jeremy Jones to properly address this safety concern. It seems Jeremy Jones was more concerned about not “upsetting” Melvin Weeks; according to Jeremy Jones; “Mel has a special relationship with GHEMM and FULFORD ELECTRIC, and we don’t upset the apple cart and make them do anything they don’t want to do, or make them look bad”. A disturbing response to say the least and lends itself to poor ethical decision making on Jeremy Jones and Melvin Weeks part and appear to be negligent. This is a reflection on Patrick Constructors Inc, Patrick Mechanical Inc. and ultimately on Aleut. The fact is the email sent to the Corp with concern was not the first reporting. I had actually verbally reported to Thomas Thornton with the Corp of Engineers earlier that day and informed him I was working on a resolve or I would not be accepting this role and the COE intervention would be necessary. Literally 4 hours later I was fired. This appears to be direct retaliation recognized by your client; the Army Corp of Engineers; to a very high level I might add. I simply cannot in good faith turn my back on such obvious non compliance to serious safety items. I do not share the same allegiance to GHEMM and FULFORD ELECTRIC as Jeremy Jones and Melvin Weeks.

This clearly looks and is retaliation for reporting blatant non compliance of critical life saving safety rules. Remember I first pointed to this concern even before going out on this project back in July. Jeremy Jones allowed this problem to perpetuate; which speaks loudly to knowing and willful

misconduct and had someone been electrocuted it would could have been very serious, including potentially jail.

See the potential cost had AKOSH or OSHA been called rather than simply reporting to the COE.

<https://www.enr.com/articles/41800-firms-face-882k-safety-fine-for-alaska-power-project-violations>

The hopes of regaining my employment will enable me to get back to work and PCL / PMI and Aleut to save face in what is considered a non-safety supportive approach to addressing safety concerns on an Army Corp of Engineers project by Patrick Constructor Inc.

I would rather just get back to work and avoid any further Army Corp of Engineer inquiries as well as finding myself filing a wrongful termination claim / whistle blower retaliation claim against PCL and Aleut.

Your considerations is appreciated.

Respectfully

S. Shelby Startz

From: [Melanie Morris](#)
To: shelbystartz@outlook.com
Subject: RE: [External] FW: FTW 435 Revitalize Barracks Safety Concerns
Date: Thursday, September 30, 2021 2:59:06 PM
Attachments: [image001.png](#)

Thank you Shelby. By chance did you get a response for this or the other email?

Melanie Morris, PHR, SHRM – CP
Senior Human Resources Manager

Aleut Corporation
4000 Old Seward Hwy, Suite 300
Anchorage, Alaska 99503
Phone 907.561.4300 | Fax 907.563.4328
www.aleutcorp.com



From: Sherman Startz <shelbystartz@outlook.com>
Sent: Thursday, September 30, 2021 2:55 PM
To: Melanie Morris <MMorris@aleutcorp.com>
Subject: [External] FW: FTW 435 Revitalize Barracks Safety Concerns

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The next day

From: Sherman Startz
Sent: Tuesday, September 21, 2021 7:55 AM
To: Thornton, Thomas Mark CIV USARMY CEPOA (USA) <thomas.m.thornton@usace.army.mil>;
John.D.Hammett@usace.army.mil; David.Prado@usace.army.mil
Cc: POA.ExecutiveOffice@usace.army.mil

Subject: FTW 435 Revitalize Barracks Safety Concerns

On FTW 435 -- areas of open concern.

The Hazard Communication program is non-existent. There is a throw down binder of SDS but it is not job specific ad does not meet COE or OSHA standards.

No emergency action plan posting.

No 300 on site or first aid log.

No Traffic Control plan for the worst spot anyone could have chosen for an office.

Most alarming is the LOTO is not being followed at all. I addressed it directly on day 1 with the Competent Person from Fullford Electric; day 2 and day 3. On the beginning of the second full week on the job I demanded Jeremy get involved and he did; but nothing moved after that. I kept telling him day after day nothing is happening and he even told me to just go complete the paperwork myself. I was shocked at his lack of understanding. Then at last weeks meeting hearing the dissertation of Safety Items deficient and knowing he is not supporting me like I needed and in-fact was directing me wrong, I decided enough for me here. This is a very unsettling situation with the construction being open to soldiers and no real barrier to prevent entry into the work site; LOTO needs to be solid on every level including hanging the permit at the box while work is underway; start to finish.

The poorly written APP is lacking an org chart (a critical element that avoids this situation) and was signed off by a CHST OHST. This credentialing does not meet the COE criteria for an approver.

After 2 weeks of filling in for the SSHO, and realizing how much this project was disconnected and seeing how Jeremy was tying my hands, debating what the safety should look like and how it is to be delivered on the job I chose to not take the role; wanting to go back to the position I was hired; CQCSM; requesting the same in an email sent to Jeremy 9-20-2021 in the early morning hours, I instead was fired on the evening of 9-20-2021.

The COE has sent in inspector to check the safety on this job, and the programs I am speaking of "passed" only because a genuine examination of work products was not reviewed (it could not have been because it is not there); especially like an agent or plaintiff attorney would look at it. Just poor work on so many level and it is happening all over. Not genuine safety but smoke and mirrors. I am sure there are some that still take it seriously but this early stage "Prime Contractor" and so many like them do not.

Jeremy Jones will act as if this was about me and respect, when the truth is seeing the conditions of the SMS on the project, and knowing full well he watched this non-compliance and allowed it to get the shape it was in; seeing he "he out smarted the COE" by adding himself as ALT SSHO so the project could be staffed by anyone American Health and Safety could find, and worse the project going week after week with no SSHO; I did loose respect for him. Jeremy Jones interpretation of safety compliance is complicit, negligent and he should not be accepted as even interim SSHO. His motivation is too bottom line influenced; which for a PM is normal but not an SSHO.

Further, Dennis Parker is not an SSHO by no stretch of the imagination and should not be approved. For a program intended to improve quality of life for soldiers ; the lack of safety oversight on this project is shameful as it relates to COE standards. This project is happening in occupied buildings and there have already been problems with soldiers entering these areas at night and cutting up.

Unfortunately, with the evolutions Safety has taken as a result of COVID and restrictions; a time when a true and ethical person should step up their game, knowing they are their oversight, safety is being compromised all over. Process and procedures intended to prevent are not being followed, the system is diluted, it is happening within your organization and the contractors. People are taking advantage.

I could have fixed it if allowed to work freely without an incompetent dictator holding me back. Nevertheless, this will likely result in yet two more potential employers for me in the Fairbanks area, PCL and Fullford Electric. As much as I would like to stay in this area and arena I may not be able to find an employer of job.

Respectfully

S. Shelby Startz; SMS

From: [Melanie Morris](#)
To: shelbystartz@outlook.com
Subject: RE: [External] RE: Follow Up
Date: Thursday, October 14, 2021 9:03:40 AM
Attachments: [image001.png](#)

Morning!

Agreed Shelby. I think that is what makes you a great Safety person.

No resentment and you are more than welcome to apply for other positions. Sometimes, jobs are just not a good fit and that is okay. You want to wake up in the morning and feel good about what you do, that is the goal for everyone. Or that is my wish as a HR person for everyone.

I don't have preview into ARS jobs since they have their own HR Department. Is it a local job?

ARS is located in Louisiana.. but they have jobs all over the US.

Melanie

Melanie Morris, PHR, SHRM – CP
Senior Human Resources Manager

Aleut Corporation
4000 Old Seward Hwy, Suite 300
Anchorage, Alaska 99503
Phone 907.561.4300 | Fax 907.563.4328
www.aleutcorp.com



From: Sherman Startz <shelbystartz@outlook.com>

Sent: Thursday, October 14, 2021 8:44 AM

To: Melanie Morris <MMorris@aleutcorp.com>

Subject: [External] RE: Follow Up

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for the response and time you spent looking into this matter. Hind sight is always 20/20 but even that is left to the individual.

At the end of the day, if all of this prevented one injury; it was all worth it.

I do hope this has not caused resentment towards me and result in any future opportunities under all ARS Aleut operations. I happened to notice an open role with the remediation group I do feel I would be a good fit for; I am hopeful.

If you know anyone in that group, a kind word would be appreciated.

Respectfully

S. Shelby Startz

907-231-9270

From: Melanie Morris <MMorris@aleutcorp.com>

Sent: Wednesday, October 13, 2021 5:21 PM

To: Sherman Startz <shelbystartz@outlook.com>

Subject: Follow Up

Hi Shelby.

Hope all is well. I am working on the final determination and formal letter to send out for your

records. However, that may take me a day or more to write up and I wanted to make sure you did not have to wait longer than needed for the determination.

First, I want to share with you Shelby that Patrick Constructors truly appreciated your skill set and expertise as a QCSM and SSHO. The recommendations you brought forward were appreciated and implemented per both Jeremy and Mel.

Patrick Constructors has been able to provide documentation that the LOTO concern brought forward have been resolved and is not a current safety concern and this is due to you bringing it forward, which again is what they wanted and expected you to do as the SSHO.

The At Will release was based solely on the behavior (disrespect) you showed towards Jeremy as your supervisor. Jeremy communicated that the employment relationship was okay until the two week period leading up to your separation, which you also shared was an accurate statement.

You mention about reporting to someone outside of the project, which most likely would have been Mel Weeks if explored formally.

Patrick Constructors has declined to rescind the separation and TAC does not have any vacant positions, we are only a office of 17 and mostly administrative in nature.

I truly wish you the best of luck on your future employment search and hope that you find a job that is satisfying and allows you to use your skills and education to the fullest!

Again, I will provide a formal response via a letter to you so you have for your records. It was a pleasure getting to know you and I know you will find something that will bring you joy Shelby. That's what is most important!

I am happy to touch base Shelby if you would like.

Again, wishing you the best! Wish we could have connected under better circumstances.

Melanie

Melanie Morris, PHR, SHRM – CP

Senior Human Resources Manager

Aleut Corporation

4000 Old Seward Hwy, Suite 300

Anchorage, Alaska 99503

Phone 907.561.4300 | Fax 907.563.4328

www.aleutcorp.com



From: Sherman Startz
To: Kish, Alexander
Subject: RE: meeting
Date: Thursday, January 12, 2023 3:31:00 PM

Sir, please find my response following – I hope this helps. As for evidence like documentation or pictures – No, I have nothing. I take my training seriously and I was told and support, it belongs to the Army, not me and I don't take it. Further, it was not completely clear how this was all coming together until right there at the very end of my employment

My Response to your questions

• **What conduct violated a law, rule, or regulation? Which laws, rules, or regulations were violated? How and when?**

- The expectation for me to sign for goods and materials presented to the government; sing confirming they were properly received when they in fact were not being provided or presented.
 - I am pretty sure that is called fraud and it is illegal to do this
 - It is against federal law to engage in this conduct
 - It happened every encounter I had with ALEUT for every preparatory and initial phase, and ALEUT was the only Prime Contractor I was attached too.

• **Who engaged in gross mismanagement? How and when?**

- **MATTHEW SCHAFFER** specifically selecting projects that could be exploited and selectively awarded to select Prime Contractors. Working collaboratively with ALEUT Employees to exploit the Government and Harass me because they were up to illicit conduct and I might figure it out and turn them in because I already attracted negative attention.
- **DENNIS KENNEDY** for promoting and engaging in flooring fraud as COR on the Day Room Day Room Project and the Remodel of Building 1053 ; both Patrick Constructors Projects, KEYOSK Improvement Project at Building 1004. Dennis Kennedy promoted PATRICK CONSTRUCTOR'S; an ALEUT Company, in an effort to align the next generation of exploitation Prime Contractor, only migrating the Key Players around. Dennis Kennedy was and is instrumental in execution of this elaborate plan. When I turned PATRICK CONSTRUCTORS in for Lock Out Tag out in 09/2021 , attracted negative attention to this hand pick home grown operation that was being groomed for the ALEUT REPLACEMENT – the episode and rude conduct in my office falsely accusing me of things all pointed to me being his problem. Working collaboratively with ALEUT Employees to exploit the Government and Harass me because they were up to illicit conduct and I might figure it out and turn them in because I already attracted negative attention.
- **TANYA CLOOTEN** – worked to align and engage in fraud, allowing contractual violations of ALEUT in an effort to cover up wide spread fraud through billing

irregularities, knowingly engaged in conduct that was intended to cause internal unrest between myself and co-workers – Building 3415 Roof Repair 2022 and causing friction between Ronnie Hunt and Myself over a silly AHA problem ; all the while JASON WEBB working with BEN PLUMELY, aka BENJAMIN MCCOLLOCK was sneaking in Dense Deck and Replacing it with Cheap Particle Board – ALEUT Billing the government DENSE DECK and only paying the go between Sub for Particle Board – carving out the offset – likely taking place on every roof being done that is awarded to ALEUT and RONNIE HUNT (extremely lazy and incompetent) who was the QA / COR for all roofs (a designation for a reason) – these are serious offsets of funds. Tanya Clooten also Working collaboratively with ALEUT Employees to exploit the Government and Harass me because they were up to illicit conduct and I might figure it out and turn them in because I already attracted negative attention.

- **MATTHEW TAYLOR** engaging in Flooring Fraud in collusion with all these dirty players on all the flooring of Building 3441 also Building 1526 (JAG) Remodel 2022 flooring and roofing materials, also Building 1579 Flooring Remodel 2020 and working collaboratively with ALEUT Employees to exploit the Government and Harass me because they were up to illicit conduct and I might figure it out and turn them in because I already attracted negative attention.
- **DAVID ZRNA** engaged in all of this by aligning key individuals as COR and QA in an effort to unwittingly and others knowingly defraud the Government and engage in Criminal Conduct against me, unfairly awarding contracts; every part of this – he was involved. Grossly involved in retaliating against me in an effort to destroy my ability to work; not only from this job by firing me but working toward ruining any future efforts of working of Fort Wainwright – all because I have a strong reputation for being ethical and I am smarting enough to figure this out. The immediate labeling me a Mole, Spy, Informant, a non-player got me fired. Using an example of “not getting along with Contractors because I refused to sign off on a document saying ALEUT had delivered proper flooring, after they were caught twice on the same flooring ; first improperly submitting inferior product, and second actually showing up and being caught delivering the wrong material – I refused to sign for now no material delivered. This event took place on June 24th, 2022 at Building 1555 while discussing the flooring that was not there for COLNEL SURREY Personal Office – seriously “this was the straw that broke the Camels Back. I was fired the next Monday. I will never forget hearing David Zrna laugh out loud with his select little group of Ronnie Hunt and Anthony Figueroa. Working collaboratively with ALEUT Employees to exploit the Government and Harass me because they were up to illicit conduct and I might figure it out and turn them in because I already attracted negative attention.
- **JASON WEBB** facilitated the migration of materials in and out that would become exploited; example being REROOF of BUILDING 3415 awarded to ALEUT for reroof

4-2022 to 7-2022.

- Who grossly wasted funds? How and when?
 - The Individuals above and likely more – as often as they could get away with it but example provided above.
- Who abused their authority? How and when?
 - The Individuals above and likely more – as often as they could get away with it but example provided above.

I reported this through MSPB within 10 days and I know it made it to the OAKLAND MSPB department approximately 2 months prior to the DOJ, FBI and Anti Trust folks posted the guilty plea of Flooring Contractor in Fairbanks Alaska. I can only assume they found out from MSPB but it is possible to be coincidence if MARIMANN Construction (a Sub Contractor) to ALEUT and a part of the exposed criminal investigation. They may have gotten scared because early on LITERALLY everyone of these folks involved were convinced I was like some spy – it was their own guilt and paranoia that ultimately got them.

I still feel strongly about my approach and keeping this as private for the ARMY as possible. Suicide is bad and I know how tragic it is. I know how hard the ARMY works to provide for soldiers and the sincerity of Col. SURREY – he is such a great leader and under no circumstance would I ever attract negative attention to him or his efforts. A plaintiff attorney representing a parent, wife, child of a soldier who committed suicide have to find a reason. This kind of conduct, carving on funding intended to improve the quality of life is just wrong and all kinds of negative comes form this knowledge. So I chose MSPB. I figured they would keep it quiet and address this fraud, get me my job back and back pay. I did not know what else to do.

If you need more information on means and methods and details examples I can provide it. These yahoos are very clever how they start jobs this year with one group, float it to the next year and finish it with another and the PRIME CONTRACTOR who is governed by crooked federal employees. Very elaborate – really clever – they THOUGHT THEY WOULD NEVER GET CAUGHT – THEY THOUGHT I WAS TOO STUPID TO FIGURE IT OUT. They were wrong. I know how to dig into information and I get on a trail I will follow it.

I hope this answers your questions – if not please do not hesitate to ask.

Respectfully

Sherman Shelby Startz

From: Kish, Alexander <AKish@osc.gov>
Sent: Thursday, January 12, 2023 11:21 AM
To: Sherman Startz <shelbystartz@outlook.com>
Subject: Re: meeting

Hello Mr. Startz,

Thank you again for taking the time to speak with me today. To assist with my evaluation of

your complaint, would you please explain the following:

- What conduct violated a law, rule, or regulation? Which laws, rules, or regulations were violated? How and when?
- Who engaged in gross mismanagement? How and when?
- Who grossly wasted funds? How and when?
- Who abused their authority? How and when?

Also, please make sure to provide me with as much evidence as possible to support your allegations, if you haven't already with the zip files you provided me with.

Kind regards,

Alex Kish
Attorney

Retaliation and Disclosure Unit

U.S. Office of Special Counsel

1730 M Street, N.W.

Suite 218

Washington, D.C. 20036

202-804-7048

akish@osc.gov

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From: Sherman Startz <shelbystartz@outlook.com>

Sent: Thursday, January 12, 2023 2:03 PM

To: Kish, Alexander <AKish@osc.gov>

Subject: meeting

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I believe I am logged in



U.S. OFFICE OF SPECIAL COUNSEL
1730 M Street, N.W., Suite 218
Washington, D.C. 20036-4505
202-804-7000

February 10, 2023

BY ELECTRONIC MAIL

Mr. Sherman Startz
116 Kelsan Way
Fairbanks, AK 99709
shelbystartz@outlook.com

Subject: Final Determination on DI-23-000198
Preliminary Determination on MA-23-000527

Dear Mr. Startz,

This letter is in response to the information you submitted to the U.S. Office of Special Counsel (OSC) involving the U.S. Department of the Army (Army), Army Installation Management Command, Headquarters, U.S. Army Garrison Alaska. We have carefully reviewed your allegations. However, based on our evaluation of the facts and applicable law, we have made the final decision to close your disclosure file (DI-23-000198) and the *preliminary* decision to close your prohibited personnel practice file (MA-23-000527).

I. Background

You were a construction control inspector for the Army at Fort Wainwright, Alaska between January 31, 2022 and June 27, 2022. You were also a probationary employee. You allege that during this period of time, Army officials were not properly overseeing work completed by contractors. You also allege that you identified irregularities in the Army's Unified Command Specifications, that Aleut Federal, a contractor working on building projects at Fort Wainwright, was submitting fictitious specification numbers, and that your supervisors instructed you to sign for construction materials that were not delivered. You raised these concerns to David Zrna, your direct supervisor, and refused to sign for materials that were not delivered. You allege that, in retaliation for you raising these concerns and refusing to follow your supervisors' instructions, Mr. Zrna subjected you to a hostile work environment and terminated you on June 27, 2022.

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II. Disclosure

OSC is authorized by law to determine whether a disclosure should be referred to the involved agency for investigation or review and a report. OSC may refer allegations of violations of law, rule, or regulation; gross mismanagement; a gross waste of funds; an abuse of authority; or a substantial and specific danger to public health or safety. In making this determination, OSC considers a number of factors, including the sufficiency and specificity of the information provided and whether the whistleblower has reliable information to support their allegation, such as first-hand knowledge or documentation. Information based on assumptions or speculation does not provide OSC with a sufficient basis to refer allegations to the head of an agency. If we cannot make a substantial likelihood determination, OSC will determine whether there is sufficient information to exercise its discretion to refer the allegations. OSC does not have the authority to investigate disclosures. Consequently, we base our review of a disclosure mainly on the information the whistleblower provides to OSC.

In your disclosures, you alleged that Army officials violated a law, rule, or regulation, engaged in gross mismanagement, grossly wasted funds, and abused their authority by not properly overseeing contractor work, accepting fictitious specification numbers from Aleut Federal, and instructing you to sign for materials that were not delivered.¹

First, while you assert that Army officials committed fraud by instructing you to sign for materials that were not delivered and that they violated laws, rules, or regulations by mismanaging construction projects on Fort Wainwright, you stated that you have no evidence to support your allegations. Accordingly, we will take no further action on these allegations.

Second, gross mismanagement is defined as “more than *de minimis* wrongdoing or negligence; it means a management action or inaction that creates a substantial risk of significant adverse impact on the agency’s ability to accomplish its mission.” *Swanson v. Gen. Servs. Admin.*, 110 M.S.P.R. 278, 285 (2008). To show gross mismanagement, a whistleblower must disclose such serious errors that undermine the agency’s ability to perform its mission in a manner that is not debatable among reasonable people. *See White v. Dep’t of the Air Force*, 391 F.3d 1377, 1382 (Fed. Cir. 2004); *Wood v. Dep’t of Def.*, 100 M.S.P.R. 133, 139 (2005). A gross waste of funds is defined as “more than merely a debatable expenditure [but one] that is significantly out of proportion to the benefit reasonably expected to accrue to the government.” *Carolyn v. Dep’t of the Interior*, 63 M.S.P.R. 684, 691 (1994). The Merit Systems

¹ You also alleged that Army officials violated 18 U.S.C. §§ 241, 242, and 245 by subjecting you to a hostile work environment and terminating you. We evaluated these allegations as prohibited personnel practices and address them in the corresponding section below.

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Protection Board (Board), OSC's deciding authority, has defined an abuse of authority as the "arbitrary or capricious exercise of power by a Federal official or employee that affects the rights of any person or that results in personal gain or advantage to himself or to preferred other persons." *D'Elia v. Dep't of Treasury*, 60 M.S.P.R. 226, 232 (1993) (overruled on other grounds by *Thomas v. Dep't of the Treasury*, 77 M.S.P.R. 224 (1998)).

Based on the information that you provided, we have insufficient evidence to establish that there is a substantial likelihood that Army officials engaged in gross mismanagement, gross waste of funds, or abused their authority. Accordingly, we will take no further action on these allegations.

Should you wish to pursue this issue further, you may contact the U.S. Department of the Army, Office of the Inspector General's hotline at 1-800-752-9747. More information about the Department of the Army OIG, including how to report your allegations online, can be found on their website at <https://www.daig.pentagon.mil/default.aspx#complaint>.

III. Prohibited personnel practices

You alleged that, in retaliation for your raising concerns about Army officials not properly overseeing contractor work, accepting fictitious specification numbers, instructing you to sign for materials that were not delivered, and your refusing to sign for those materials, Mr. Zrna subjected you to a hostile work environment and terminated you. OSC is authorized to receive and investigate allegations of fourteen prohibited personnel practices, defined at 5 U.S.C. § 2302(b). 5 U.S.C. § 1214. Based on the information provided, we analyzed your allegations concerning retaliation under 5 U.S.C. § 2302(b)(8) and (b)(9). To establish a prima facie case of whistleblower retaliation, OSC must demonstrate before the Board that: (1) an employee made a protected disclosure or engaged in protected activity; (2) the agency official had knowledge of the protected disclosure or activity; (3) a personnel action was taken or threatened; and (4) the protected disclosure or activity was a contributing factor in the personnel action at issue. If OSC establishes these elements, the agency may defend with clear and convincing evidence that it would have taken the same personnel action in the absence of the protected disclosure or activity by showing, for example, the strength of the evidence in support of the personnel action and the lack of a motive to retaliate against the employee.

Here, we do not believe that we can establish retaliation. First, you allege that Mr. Zrna subjected you to a hostile work environment. The legal bar to establishing a hostile work environment is high. The Board recently clarified that "only agency actions that, individually or collectively, have practical and significant effects on the overall nature and quality of an employee's working conditions, duties, or responsibilities will be found to constitute a

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personnel action covered by section 2302(a)(2)(A)(xii)." *Skarada v. Dep't of Veterans Affairs*, 2022 M.S.P.B. 17, P16 (June 22, 2022). In that case, the Board found that exclusions from a leadership retreat, subjection to workplace investigations, unresponsiveness to requests, untimeliness in providing guidance, three incidents of yelling by a superior, including being told to "shut up" during a meeting, "collectively and individually, while perhaps indicative of an unpleasant and unsupportive work environment," did not establish a significant change in working conditions under the Whistleblower Protection Act. *Id.* at P29.

You alleged that Mr. Zrna subjected you to a hostile work environment by telling your co-workers that you were a "spy" and instructing them to "not get along" with you. You have provided no evidence to support this allegation and, without more, we do not believe we could show that what you have described rises to the level of a hostile work environment.

Second, you alleged that the agency terminated your employment in retaliation for your disclosures and protected activity. However, even if we could establish a *prima facie* case of retaliation, we believe the agency would be able to meet its burden to show by clear and convincing evidence that it would have taken the same action against you in the absence of any protected disclosures or activities. More specifically, the agency contends that you did not get along with your co-workers or with Aleut Federal employees. This is a legitimate, non-discriminatory basis for taking such action. Accordingly, we believe that the agency can meet its burden to prove by clear and convincing evidence that it would have taken the same action against you in the absence of any protected disclosures or activities.

Moreover, the agency terminated you during your trial or probationary period. Under the federal civil service laws and regulations governing probationary employment, an agency may remove a probationary employee without showing cause, but merely by presenting its conclusions as to an employee's inadequate performance or conduct. *See, e.g.*, 5 U.S.C. § 3321; 5 C.F.R. § 315.804. In these circumstances, it is not OSC's role to second guess whether the agency's stated reasons actually show inadequacy, but rather to determine only whether the agency conducted the removal in the manner required by law, rule, or regulation, and not for a reason that would constitute any other prohibited personnel practice.

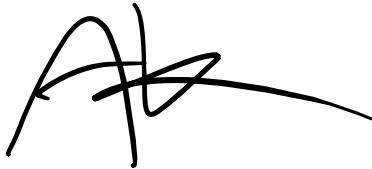
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As stated above, our determination regarding your prohibited personnel practice complaint is preliminary. You have the opportunity to provide written comments in response to this letter. You have 13 days from the date of this letter to submit your comments to my attention. If we do not receive any comments by the end of the thirteen-day period, we anticipate closing your prohibited personnel practice file. We will then send you a letter terminating our inquiry and advising you of any additional rights you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "AK".

Alexander Kish
Attorney
Retaliation and Disclosure Unit
(202) 804 -7048
akish@osc.gov

BY ELECTRONIC MAIL

Alex Kish

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Subject: RESPONSE and OBJECTION to "Final Determination on DI-23-000198

RESPONSE to "Preliminary Determination on MA-23-000527

Dear Mr. Alexander Kish

The purpose of this letter is to provide a response to the letter sent to me on February 10, 2023 via email. In this letter a final determination has been made on DI-23-000198. I would like to formally object to this determination on the grounds the conclusion has been made prematurely. Now, understanding the agency inability to provide investigative resources and knowing the importance of verifiable evidence to support such allegations and disclosure I am convinced this decision has been made prematurely and I ask the decision be delayed until further investigation and supporting information can be provided in a reasonably amount of time. In the spirit of caution for the ARMY and most especially for the good leaders of Fort Wainwright I have moved very cautiously to avoid the negative attention and potentially risking publicly exposing this lending itself to potential security risks for the Army. I am one who is very mindful of the importance of not giving our enemy any edge. I do hope my caution has not actually caused an even bigger problem for the Army and me.

RESPONSE I. Background

In an effort to better understand the complexion of the harassing treatment; why and who was involved in this unsettling conduct; it is first important to understand and include the history of construction projects and myself on Fort Wainwright. My work with Patrick Constructors (a new 8a Prime Contractor formed by Aleut Corporation) and my role as Quality Control and ultimately Safety on FTW 435 Barrack Renovation; a project intended to improve quality of life in the barracks in an effort to speak to improving the needs of the soldier's mental health and welfare as a result of increasing suicide on Fort Wainwright. Without including the fact that I recognized some concerns early on regarding safety on Fort Wainwright and ultimately addressed this properly (including verbally reporting to Thomas Thorton with USACE)

4 hours before being terminated for reporting serious safety violations to the USACE and ARMY Installation Command on Fort Wainwright. This ultimately earned me a reputation with Aleut that I was going to turn them in. I even in good faith attempted to salvage a situation with Aleut Corporation that was a waste of time; a fact proven in the email exchange with Melanie Morris with Aleut Corporation. This carried forward with ALEUT FEDERAL whom David Zrna and others are involved in defrauding the government.

Throughout this process I have tried to move most cautiously with what I considered sensitive information and that being there is deliberate and calculated fraud taking place and after a time I began to recognize who all was involved within the Federal Government and employees of two distinct companies; Aleut Federal and Patrick Constructors. This caution may have led to events happening out of order such as me contacting MSPB first, then OCS, and now ArmyOIG. Nevertheless, you are the first person to come close to asking anything about this event and what fraud, where, how and so on. Be it my over caution I reported to MSPB and waited to be contacted. I certainly tried to get through to folks on Fort Wainwright with the ARMY but it was always the same ,” Probationary period guy, sorry.” SO I waited, then when the FBI and DOJ filed on the Flooring Company here and my exchange prior to this with MSPB included recognizing flooring fraud on my projects (specifically Building 1555 re-model) I figured my information is being used. I mean I don’t know how these things role because I do my job correctly and know nothing of how secretive a fraud investigation might be. Still no contact, until I hear about OSC. Now, Ideally the OIG will investigate and I can prove the connection to my complaint, concerns about flooring issues at Building 1555, Roofing Materials at 3415, the Former Project FTW 435 and how these individuals in the Government conspired against me and worked collaboratively with ALEUT employees to commit fraud. How it is all connected to the Flooring Fraud Case in Fairbanks announced in September 2022. How the individuals in that case, Subcontractors were distinctly told not to talk to me and one individual point blank asked me, “are you a Fed” and I said yes, we all are meaning Department of Army Federal Employees. (Ask Virginia with MARIMANN Construction). Looking back on this I am inclined to think she meant FBI. Ultimately proving large scale fraud and conspiracy against me to commit fraud. All of this is the motivation of David Zrna to actively work to harass , and cause conflict for me and ultimately fire me with malice and intent.

RESPONSE II. Disclosure

I firmly disagree on the decision to dismiss my disclosure claim as stated above in section I; Background, on the ground it is a premature decision based on a lack of evidence. I would like to point out, simply the lack of evidence at this time may not be obviously present and is purposely weak it does exist and can be found in the billing irregularities. First off it exists in the already exposed flooring fraud case, which only adds to my suspicions of flooring fraud on my projects as well as the roofing material fraud discovered on Building 3415 Construction Project. It is my hope the Army OIG will take action and with simple guidance I can point them to exactly where fraud is occurring.

In your response you site several cases describing specific criteria for meeting gross mismanagement.

defined as "more than de minimis wrongdoing or negligence; it means a management action or inaction that creates a substantial risk of significant adverse impact on the agency's ability to accomplish its mission." Swanson v. Gen.Servs. Admin., 110 M.S.P.R. 278, 285 (2008). To show gross mismanagement, a whistleblower must disclose such serious errors that undermine the agency's ability to perform its mission in a manner that is not debatable among reasonable people. See White v. Dep't of the Air Force, 391 F.3d 1377, 1382 (Fed. Cir. 2004); Wood v. Dep't of Def., 100 M.S.P.R. 133, 139 (2005). A gross waste of funds is defined as "more than merely a debatable expenditure [but one] that is significantly out of proportion to the benefit reasonably expected to accrue to the government." Carolyn v. Dep't of the Interior, 63 M.S.P.R. 684, 691 (1994).

I would argue your decision; based on the following definition of "Mission Critical"

What Is the Difference Between Mission Critical and Mission Essential?

Within the U.S. military, mission critical refers to any job functions that are identified as critical to the performance of the agency's (specifically, the U.S. Air Force's) mission.³

In addition, some U.S. military defense contractors have a clause in their contracts that designate their role as having "mission-essential" functions. This stipulation requires that, even during hazardous weather conditions or a pandemic, they must perform essential contractor services that support mission-essential functions.

This point was clearly brought up by me at the end of my employment with Patrick Constructors and same would apply for ALEUT FEDERAL. I recognized early in the Pandemic a deterioration in integrity and products being provided to the Army by Government Contractors (many) and how using the pandemic the situation was out of control. When quality is compromised in the form of poor workmanship or inferior products with the intent to gain profit; well, that is stealing from the government. Further, the Whistleblower outcry and ultimate termination by Patrick Constructor directly exposed Contract workers and Soldiers alike. The matter was brought forward in good faith, properly reported and handled and I was still terminated. This whistleblower action carried forward and was held against me with compromised federal workers (ex. David Zrna and Dennis Kennedy) and Aleut Federal employees.

Providing inferior products such as flooring. Installing the flooring not following proper specifications. Ultimately the life expectancy, warranty and general benefit of the new products, renovation, remodel that is intended to benefit the mission via hard assets or the general moral and mental health and welfare of a soldier; that's mission critical.

I beg you recognize what the ARMY has to say about the importance of Quality of Life and Mission Readiness

Introduction

Quality of Life programs promote the health and well-being of the Army's people, increasing recruiting and retention and reducing overall stress and uncertainty. Increased quality of life for Soldiers, Army civilians, and families is directly tied to increased Army readiness. For more follow the link. <https://www.army.mil/qualityoflife/>

Also; for example, the Army expects a specific type of flooring. This is clearly specified in the contract presented to the prime contractor ALEUT FEDERAL for Building 1555. The contract says use UFC 1-200 ; the specification for flooring is 09 65 00 (<https://www.wbdg.org/FFC/DOD/UFGS/UFGS%2009%2065%2000.pdf>) this flooring meeting this specification can range price \$3.50 per foot to \$5.00 per foot and more if it is installed by the proper installer according to the specification. However, the Prime Contractor (working collaboratively with the Government Workers / DAVID ZRNA for one) allow for cheap .50 Per Square foot in its place, Charging the government the approved specified material and installing sub grade and providing kickbacks in many different forms. Look at the total number of square foot of flooring on FTW 435; I have the plans and can figure it out exact nut an off the cuff guess would be 200,000 total square foot. An offset of \$3.00 to \$5.00 per square foot. Thomas Thorton never saw it, but if you look at the individuals involved its all connected and when I turned in Patrick Constructors, I started a problem, attracted attention. Then when I landed my GS 9 role with DPW, I fell right into the lap of the primary organizers of this fraud. The more I looked at the "consistent inconsistencies" I followed the patterns and my observations proved true. They were very cleaver keeping the billing under close guard, yet when I would bring up and point out these irregularities and also how and what I was being asked to do; literally, :sign documentation" attesting materials were being provided correctly or in some case not at all. Knowingly falsify documentation. Also, point out to David Zrna specifics on my Job Description and how what I was being asked to do was very inconsistent with what my job description said. It would fall on deaf ears and I would simply be told you need to get along with the Contractors. So this leaves me with violate my Job description and the law or get fired yet both are terminating offenses. Knowing I was already told " I do not need a reason to fire you under you 52 weeks."

No, I beg the Disclosure remain open until after the OIG investigation; provided it is done. My complaint was filed into their system 2-10-2023

RESPONSE III. Prohibited personnel practices.

Paragraph 1 of Section III to your response the following was provided

To establish a prima facie case of whistleblower retaliation, OSC must demonstrate before the Board that: (1) an employee made a protected disclosure or engaged in protected activity; (2) the agency official had knowledge of the protected disclosure or activity; (3) a personnel action was taken or threatened; and (4) the protected disclosure or activity was a contributing factor in the personnel action at issue.

The establishment of Prima Facie was established as follows

- (1) an employee made a protected disclosure or engaged in protected activity.** Shortly after going to work at DPW I noticed any irregularities that were similar in nature to other construction companies I had worked for on Fort Wainwright and ultimately; I sent a general complaint / concern to the government (ARMY) about the deterioration of integrity amongst the Prime and Sub Contractors on Fort Wainwright especially since the pandemic had hit; mainly the expectation to sign off on government documentation that goods were being offered to the government in proper order; the goods were submitted, approved then delivered and when that was not the case refusing to sign without first informing the Government; which always got me terminated. This earned me a reputation of being a problem. Now as a government employee I was being instructed and noticed my co-workers during “training” exercises; signing off for goods that were not on site, and being asked to sign a blank piece of paper. Knowing better and not wanting to be conflictive with my co workers I spoke to David Zrna about this unusual request. This was when I really began to notice his and my co-workers posture change towards me. At times actually saying to me that Chief David Zrna thinks you’re a Mole, informant and Steve Emerson actually told me “The Chief thinks you going to turn us in.” It began to clearly look like some very improper things were going on. When I simply stopped signing blank documents, and was clearly “being tested and set up” at events where some very unusual stuff had already happened. So, it’s against the law to commit fraud and sign for goods not received. Sounds like you’re asking for a piece of paper that doesn’t exist; I refused to falsify a document. In any event as a Government Construction Control Inspector, I am required to Attest goods and materials are received, when that was not happening, I did not sign anything. Therefore until; my allegations are proven the evidence is my word.
- (2) the agency official had knowledge of the protected disclosure or activity;** I certainly reported it to David Zrna, I was having issue with Aleut and most especially Benjamin Plumely and David Brown, both of whom were asking me to sign blank documents. I even told him something was definitely going on; with all the disconnected specifications, empty files, nothing supportive in the way of Construction Verification and it clearly looks different than what the government thinks they are buying. Now at the end of the day this gets down to He said she said; however, this unusual treatment is documented in exchanges between myself and David Zrna and others on more than one occasion. Ultimately it is my hope the OIG will get hold of my emails and files of my jobs, see my original Daily Reports because my allegations of unusual materials arriving and disappearing as well as ALEUT asking we sign for all the roofing materials (i.e. 7 preparatory at once with no materials on site. Ronnie Hunt signed but I refused. See Mobilization Preparatory paperwork for Building 3415 Re-Roof 2022, and all of it pointing to the QA is documented in my Daily reports – On the Server and current to the

day I was unfairly terminated by David Zrna with malice and Intent to cause me harm and further commit fraud.

- (3) **a personnel action was taken or threatened;** I was fired, wrongfully terminated with malice and intent. An effort brought forth by the hate and greed of David Zrna, Mathew Schaffer, Tanya Clooten , Dennis Kennedy, Mathew Taylor and Jason Webb and others, all of the Department of Army and in collusion with Benjamin Plumely, David Brown. Aaron Wahl of Aleut Federal along with repeated threats by Patrick Constructors and ultimately the ALEUT CORPORATION in an effort to continue to carry out fraud against the United States Army.
- (4) **the protected disclosure or activity was a contributing factor in the personnel action at issue.** When I refused to participate in the fraud and sign off on materials and goods not received, I was terminated. My work was good and I met every person like I always do, with respect and dignity. A person nor I, cannot be bullied into signing and falsifying documentation and be expected to simply maintain a normal work environment. I was a problem, that was made clear to David Zrna by the Aleut personnel early on and David Zrna perpetuated that to make me out to be an informant, mole, spy. That is a hostile work environment if there ever was one. Whistleblower retaliation and in an effort of caution for their fraud I was set up and terminated.

Further, found in Section III; Prohibited Practices, paragraph 2, *Skarada v. Dep't of Veterans Affairs*, 2022 M.S.P.B. 17, P16 is used as an example.

While this may seem similar and, in your opinion, relevant; it is not. It is a rare occasion these days we are all not learning more about the negative consequences of maliciously labeling someone for the intended benefit of causing harm. It is a Prohibited Personnel Practice too; an agency official shall not retaliate against an employee for whistleblowing.

5 U.S.C. 2302 (b) (8) This PPP prohibits agency officials from taking, failing to take, or threatening to take a personnel action because of an employee's whistleblowing. To prove whistleblower retaliation, one must show:

1. The employee must have disclosed what he or she reasonably believes to be:
 - a violation of law, rule, or regulation;
 - gross mismanagement;
 - gross waste of funds;
 - an abuse of authority; or
 - a substantial and specific danger to public health or safety.
2. The personnel action in question must have been taken (or not taken, such in the case of a promotion), threatened, or influenced by an official who knew of the employee's disclosure; and

3. The employee's disclosure was a contributing factor in the personnel action.

In this instance I told David Zrna about having a history of Whistleblower retaliation with Patrick Constructors and ALEUT CORPORATION. I told him. It is Definity not "hear say" or "I am thinking Aleut told him." He knew because I told him. He knew and he still retaliated against me even more and then perpetuated that with the false allegations I was a mole, a spy, an informant. I am not making it up, and all the OIG has to do is ask individuals like Tammy Sprague who know better. Individuals like Steven Emerson and Troy Stoneking, and Mathew Taylor (all co-workers and involved in the fraud). Further, unless you have something to hide, who cares if I am a informant for the FBI, who cares? Nevertheless, the actions and unusual treatment are merely a symptom of a greater problem which is a desire to keep stealing and not get caught; and I obviously was a problem that needed to be handled. That says "Motive," they had a motive. Now in an effort to get support for my case I need proof; evidence. Going back to where we started and that is; I began to recognize unusual activity associated with the conduct of a government contractor, a type of behavior consistent with fraud. In considering my job duties as a Construction Control Inspector and the fact it's a crime, I refused to sign for materials and services that were not being provided. That clearly means the evidence does not exist; which is what the bad guys needed and wanted in an effort to hang blame on the QA. This is exactly how their elaborate plan exists. Put the blame on the unwitting and get that documented, multiple layers of disconnect begging with Submittal Specification Numbers , Submittal Approval, QA Acceptance – it is all the consistent inconsistencies that are necessary for thieves to cover up and blame others.

I am and have been convinced of my observations, "there is wide spread fraud taking place on Fort Wainwright." It is happening in a collaborative method which involves key government employees with the Department of Army. This conduct involves collaborative efforts by Federal Employees and Prime Government Contractors (Mainly companies owned by ALEUT CORPORATION). This Fraud and the individuals involved violated more than 1 and less then 6 PPP's; which all apply directly to me and prove gross harassment and obstruction to my rights.

As stated in 28 U.S Code 1746 Unsworn Declaration Under Penalty of Perjury

Wherever, under any law of the United States or under any rule, regulation, order, or requirement made pursuant to law, any matter is required or permitted to be supported, evidenced, established, or proved by the sworn declaration, verification, certificate, statement, oath, or affidavit, in writing of the person making the same (other than a deposition, or an oath of office, or an oath required to be taken before a specified official other than a notary public), such matter may, with like force and effect, be supported, evidenced, established, or proved by the unsworn declaration, certificate, verification, or statement, in writing of such person which is subscribed by him, as true under penalty of perjury, and dated, in substantially the following form:

(1)

*If executed without the United States: "I **SHERMAN SHELBY STARTZ**, declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on (date).(Signature)".*

(2)

If executed within the United States, its territories, possessions, or commonwealths: "I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (2-12-2022).

Sherman Shelby Startz

While this may seem weak; my signature accepting my job with the Army meant something to me just like I believe when the Army asked me to take this job that they presented to me – it means something to them; my job. As does my signature performing my job. I expect to be able to do this without reprisal and retaliation because I refuse to participate in illicit and fraudulent activity. Hence no evidence – I refuse to create it. So, I ask; how can I produce evidence that does not exist? How can I get you rebuttal regarding conduct. This means David Zrna can lie and get away with it on paper – no supporting evidence and I must produce evidence that does not exist. I must rely on the ARMY OIG to sort this out and I am confident they will.

Until the OIG gets evidence, which that will be hard considering it does not exist, as this document trail is intended to be very fragmented and broken. All I can do is say go look at the billed materials of goods for Roof Repair of Building 3415 / 2022 and Building 3417 / 2021 – Both Aleut Projects – Both performed by A&A Roofing. Aleut Charged the Government for DENSE DECK (<https://buy.nbhandy.com/product/dens-deck-prime-5-8-4x8/2689>) which is what I saw delivered to 3415 (with a delivery ticket for another job) / DENSEDECK 5/8 4x8 sheet is \$65.24 (a cost of approximately \$2.00 per square foot) then it disappeared and ultimately used 7/16 OCB Sheathing Panel at a cost of \$17.60 Per Sheet at a cost of .55 cents a square foot (<https://www.homedepot.com/p/OSB-7-16-in-Sheathing-Panel-Application-as-4-ft-x-8-ft-386081/202106230>). That's an offset of \$1.50 per square foot on an entire roof of a barracks. Ultimately limiting the life span warranty offered by Firestone. The OCB was actually likely purchased on David Zrna Contractor PRO account at HOMEDEPOT which is yet another layer of fraudulent activity and illicit income.

Response to SECTION III. Prohibited Personnel Practices Paragraph 4

My relationship with my co-workers not involved with this activity was fine. I take pride in getting along with people and being a problem solver not a problem causer. The treatment by some of my co-worker (for instance Steven Emerson) was calculated and malicious in nature intended to get a negative response from me and I refused to participate. More than one ridiculous occasion arose with an obvious effort to get me to respond in negative manner, not only with my co-workers but Ben Plumely and Dave Brown as well. I would not comply with this, anywhere. Hit me, be rude, anything you want, I will not quit. I already knew this is my last hope for employment in the area as this small environment of Construction of Fort Wainwright is infected badly with corruption. An honest person does not fit into this environment. I never, not once demonstrated poor conduct with my work, or failed on my duties. Not once. Ask Tammy Sprague (whom was kept away from Aleut yet I was forced to only work with them).

Lastly, my termination in my probationary period is only relevant if my basic civil rights are not considered. Along with the protection lent me (regardless of tenure) by the PPP's and as previously stated, 18 USC 241, 242 and 245. My position on this has not changed. I am in process of opening a line of dialogue with the Army OIG and it is my hope they will at least look at the billing of Building 3415 and 3417 reroof jobs. I am fully aware of the difficulty of tracking down the money; I already know sample items left over and proving wrong flooring is likely to difficult to actually prove. The roofing material (Densedeck) is trackable as it was never used and my daily reports and pictures in my daily reports prove everything, provided they are not destroyed or deleted. Ask Tammy Sprague for my Dash Board Spreadsheet – it will make verifying these allegations easier.

Your consideration in this matter is appreciated.

Respectfully submitted

Sherman S. Startz

907-231-9270

2-12-2023

NOTE: I have informed the Army OIG that we have a line of dialogue and you are connected to this case. I do feel there is relevant information in this response that could be helpful. I understand they may not inform me if they are actually intervening, so I would like to ask, if it is acceptable feel free to forward this to them should they ask.

Your form was submitted successfully. You may print this copy for your records.

Date Submitted: Fri Feb 10 2023 12:38:55 GMT-0900 (Alaska Standard Time)

Request #: 202302101638277021_retaliation_webform

*******IMPORTANT INFORMATION REGARDING YOUR COMPLAINT*******

What to expect depending on the nature of your complaint:

- **NEW COMPLAINT:** Your complaint is under review. If it's appropriate for another agency to investigate your complaint, it will be forwarded to the appropriate agency. You will only be contacted if we require additional information. Once a case is opened, we will not discuss its progress, and we will not respond to status requests. You will be notified when your complaint is closed. At that time you will be provided instructions on how to submit a records request.
- **DISCRIMINATION COMPLAINTS:** Equal Employment Opportunity (Civilian) and Equal Opportunity (Military) complaints must be filed with your agency or service's EEO or EO office within the timeframes specified in EEO guidelines or you may forfeit your rights under the EEO Act and Title VII of the Civil Rights Act. Your local EEO or EO office, as well as the EEO Commission (EEOC) at <http://www.eeoc.gov/> and the DoD Office of Diversity Management and Equal Opportunity (ODMEO) at <http://diversity.defense.gov/> can provide further information and guidance.
- **ADDITIONAL INFORMATION:** If you submitted additional information or consent to release your identity for investigating your complaint, we will process this information upon receipt.

You may have just made a “protected communication” under Whistleblower Protection Laws. If you suffer retaliation for filing this complaint, you may file a Retaliation complaint. To learn more please refer to the Department of Defense Whistleblower Program website at www.dodig.mil/programs/whistleblower.

Please print a copy of this receipt for your records.

This is an auto-generated response.

Part 1. Your Current Information	
Receiving Organization	DoD OIG Hotline
I choose to identify myself	Yes
I give permission/consent to release my identity	Yes
Full Name	Mr. Startz, Sherman Shelby Jr.
Job Title	
Employee Type	DoD Civilian Employee
Employee Status	Appropriated-fund civilian employee
Assigned to DoD Branch	Army
Other Agency or Office	
Grade or Rank	GS-9
Grade or Rank Title	General Schedule 9
Address	116 Kelsan Way
City	Fairbanks
State or APO/FPO	AK

Part 1. Your Current Information

Receiving Organization

DoD OIG Hotline

Use this form only to file a complaint of whistleblower retaliation. If you're unsure about whether your complaint meets the criteria for retaliation, please review the information here (<https://www.dodig.mil/Components/Administrative-Investigations/Whistleblower-Reprisal-Investigations/Whistleblower-Reprisal/>). If you meant to file a complaint about fraud, waste, abuse, or other wrongdoing, please use the standard form here (<https://www.webform.dcatse.mil/webform/Standard/oig/hotline>).

Your selection of one of the filing options below implies you have reviewed the information and understand the choice you are making. Please keep in mind that your decision to elect anonymity may limit our ability to conduct an inquiry, if one is warranted, or to appropriately address your complaint. In the event our office needs to contact you for additional information or clarification, please consider providing your name and/or contact information to allow for follow-up contact if needed. Your complaint cannot be processed without your election below.

Please Select One*

- I choose to provide my complaint anonymously
- I choose to identify myself
 - I give permission to release my identity
 - I do not give permission to release my identity

I acknowledge that if the Inspector General determines my complaint cannot be referred without disclosing my identity on a need-to-know basis to organizations outside the Hotline, my lack of consent may prevent further action from being taken on my complaint. I further understand that even if I elect confidential status, my identity may be disclosed, if required by applicable legal authority, or the Inspector General, determines that such disclosure is otherwise unavoidable.

Prefix

Mr.

Mr, Mrs, Ms, etc...

Characters left: 97

Last Name*

Startz

Your Last Name

Characters left: 94

First Name*

Sherman

Your First Name

Characters left: 93

Middle Name

Shelby

Your Middle Name

Characters left: 94

Suffix

Jr.

Jr., Sr., II, etc..

Characters left: 97

Job Title

Job Title

Job Title/Duty Position

Characters left: 100

Employee Type*

DoD Civilian Employee

Employee Type

Assigned to DoD Branch*

Army

Assigned to DoD Branch

Employee Status

Appropriated-fund civilian employee

Grade or Rank

GS-9

Grade or Rank

Grade or Rank Title

General Schedule 9

Grade or Rank Title

Email Address*

shelbystartz@outlook.com

Preferred Email Address

Characters left: 76

Address

116 Kelsan Way

Preferred mailing address

Characters left: 86

City*

Fairbanks

Characters left: 91

State/APO/FPO*

AK

State/APO/FPO

Characters left: 98

Zip Code*

99709

Zip/Postal Code

Characters left: 15

Country*

United States



Country

City, state, and zip were validated.**Home Telephone**

▼ 9072319270

Home Phone

Characters left: 10

7:00 AM



Best Contact Time

Work Telephone (Commercial)

▼ 9072319270

Work Telephone

Characters left: 10

8:00 AM



Best Contact Time

Work Telephone (DSN)

DSN Prefix

▼ (201) 555-0123

Work Telephone (DSN)

Characters left: 20



Best Contact Time

Mobile Telephone

▼ (201) 555-0123

Mobile

Characters left: 20



Best Contact Time

Interview*

- Yes, I am willing to be interviewed.
 No, I am NOT willing to be interviewed.

Are you submitting this complaint for someone else?*

- Yes
 No

If you are an employee of a DoD contractor, subcontractor, grantee, sub-grantee, or personal services contractor, provide the following information, if known:

Description/type of contract

Job Order Contract

Characters left: 1982

Contract number

Characters left: 500

SubContract number

(Sub)contract or (sub)grant number, and if a sub-, the prime contract or grant number

Characters left: 500

Date of contract award

01/01/2022

**Primary contractor**

- Yes
 No

Subcontractor

- Yes

No**Responsible Contracting Agent**

Department of Army

Characters left: 482

Top

Part 2. Retaliation Complaint Details

Use this section to provide details of the alleged retaliation. If you aren't sure that this complaint meets the criteria for retaliation, please visit the retaliation website here (<https://www.dodig.mil/Components/Administrative-Investigations/Whistleblower-Reprisal-Investigations/Whistleblower-Reprisal/>). Or, if you didn't intend to file a retaliation complaint, please use the standard form for other types of wrongdoing here (<https://www.webform.dcatse.mil/webform/Standard/oig/hotline>).

Communication or Disclosure**To whom was the communication/disclosure made?***

Special Counsel

**Date of the communication**

01/06/2023



Date

Prefix

Mr

Mr, Mrs, Ms, etc.

Characters left: 98

Last Name

Kish

Last Name

Characters left: 96

First Name

Alexander

First Name

Characters left: 91

Middle Name

None

Middle Name

Characters left: 100

Suffix

Suffix (Jr., Sr., II, etc.).

Characters left: 100

Phone Number

Characters left: 10

Job Title

Job Title/Duty Position

Characters left: 69

Employee Type**Assigned to DoD Branch**

Assigned to DoD Branch

Employee Status

Employee Status

Grade or Rank

Grade or Rank

Grade or Rank Title

Grade or Rank Title

Organization/Unit

Characters left: 250

Describe the communication/disclosure in as much detail as you can.

I first reached out to MSPB; and after a time and while my concerns of fraud and retaliation by the individuals carrying out fraud and recognizing the Anti Trust and FBI filing suit against a Flooring Company for Fraud in Fairbanks (see No. 4:22-cv-00007-RRB-SAO) I feel like the hostile behaviour and treatment from the PRIME CONTRACTOR and other Federal Employees was directly connected to gross fraud and I can prove it. My Special Council says he needs proof and I provided the examples.

Characters left: 6

Add Communication/Disclosure

WHO WAS RESPONSIBLE FOR THE ALLEGED RETALIATION, AND WHAT DID THEY DO?

Identify the person(s) that committed the alleged wrongdoing.

Add an Individual

Part 2. Retaliation Complaint Details (cont)

Top

Briefly summarize the complaint, including any specific information you have to support your belief that the actions taken, not taken, or threatened to be taken or not taken were in retaliation for the communication(s)/disclosure(s) listed above. For example, did the disclosure reflect negatively on the person who took the action, or were other employees/military members who didn't make communications/disclosures treated differently? Also, describe any specific information that supports your belief that the action was not justified by conduct or performance.

Complaint Description

I was terminated when not allowing myself to be tricked into signing for goods and services provided to the government (ARMY) when in fact the materials were either grossly non compliant or in fact no supplied at all.

I identified and began to recognize patterns of behavior on both Government Officials and Employees and Specific individuals with a PRIME CONTRACTOR that are consistent examples of Fraud -- examples of this were actually proven when a the Flooring Company in Fairbanks was discovered in excessive charges and Anti Trust Violations.

While working for DPW I specifically worked on some projects but actually was able to look at all active and former projects and began to notice consistent inconsistencies in form and manner. These inconsistencies are typically reflective of covering up improper and fraudulent conduct. When I asked about this I began to get real resistance and suspicion that I was there collecting information to "Turn them in." While I have an ethical conduct the only company I actually turned in was Patrick Constructors on FTW 435; and that was for safety concerns, yet part of those safety concerns involved the flooring and its application. In hindsight I look at the uneasiness around my questioning and the fact the same installer was later seen installing flooring on other projects I know non compliant (inferior product) being installed on other jobs like the remodel of Building 3441 in 2022.

I have pointed to example of what I know are examples of fraud and I can point you to more along with individuals involved as well as the collaborative efforts of a corrupt Prime Contractor and the negative treatment towards me because I know exactly what they are doing. This was an exchange to my special counsel and briefly described to MSPB in July 2022 and I am 100% convinced associated with the Guilty Plea of the Flooring Fraud in Fairbanks Alaska in 2022 .

Further , the retaliation from Patrick Constructors (An Aleut Company) and Aleut Federal (Both Prime Contractors on Fort Wainwright and committing fraud and stealing from the government with the help of senior Federal Employees) which resulted in orchestrating my termination because I was exposing it and would have had a reputation for not allowing such conduct and not allowing myself to be suckered into this activity.

Characters left: 2663

Part 3. Other Agencies Contacted

Top

Indicate in this section if this complaint has been filed with any other office, including other Inspector General offices, a member of Congress, or a court. Clearly identify the agency, office or command and provide the current status of the complaint, if known. If those offices have responded, please provide a copy.

Has this whistleblower retaliation complaint been filed with any other organization/agency? *

Yes No**Which Organization/Agency?**

Merit System Protection Board

Characters left: 71

When did you submit?

07/08/2022

**What is the status of that complaint?**

Open

**Case Number**

SF-315H-22-0532-I-1

Characters left: 231

Top

Part 4 Document Uploads

If you have supporting documentation that you wish to provide with this complaint form, please use the 'Upload Document' field below. DO NOT attach classified documents using this unclassified internet system.

- Only submit pdf, image (jpg, png, gif, and tif), Microsoft Word (.docx), Microsoft Excel (.xlsx), or text file
- We do not accept msg, xfdl, and eml file extensions.
- You may upload 5 files with 5 Mbytes per file.
- Do NOT attach classified documents

[Clear](#)[Add Files](#)[Remove](#)

✓ SF220532I1-IA-2-DocNum1949458.pdf - 130.466 KBs

[Remove](#)

✓ SF220532I1-PFR-5-DocNum1977301.pdf - 196.270 KBs

[Remove](#)

✓ Response 1.docx - 14.714 KBs

[Remove](#)

✓ OSC RESPONSE.docx - 35.935 KBs

Do you have additional documents you wish to provide us?

Yes

We will contact you if those documents are required.

 No**Briefly describe the type, content and nature of those documents**

More supporting emails and locations of theft

Characters left: 5

Part 5. Certifications[Top](#)

- I certify that all of the statements made in this complaint are true, complete, and correct, to the best of my knowledge. I understand that a false statement or concealment of a material fact is a criminal offense (18 USC § 1001; Inspector General Act of 1978, As Amended, §7).
- I have provided my election concerning my filing status in Part I of this form (Release of Identity, Non-Release of Identity, or Anonymous). If I did not provide my release election, I understand that this will cause a delay in the processing of my complaint. I further understand that if I have elected either confidential or anonymous status, it may impact the ability of the DoD Hotline to either conduct an inquiry, if warranted, and/or to appropriately address my issue(s). I also understand that if I elect anonymity, without providing any contact information, I will be unable to request confirmation of receipt of this complaint to the DoD Hotline, or to receive advisements as to open or closed status.
- I understand that if the Inspector General determines the allegation(s) in my complaint cannot be investigated without disclosing my identity on a need-to-know-basis to organizations outside the DoD Hotline, my lack of permission to release my identity may prevent further action from being taken on my complaint. I further understand that even if I elect confidential status, my identity may be disclosed, if required by applicable legal authority, or if the Inspector General determines that such disclosure is otherwise unavoidable.

Request ID

202302101638277021_retaliation_webform

Will be assigned when the form is submitted.

Date Submitted

Fri Feb 10 2023 12:38:55 GMT-0900 (Alaska Standard Time)

Timestamp set on successfull request submission.

[Preview](#)[Print](#)[Submit](#)

Zip Code	99709
Country	US
Email	shelbystartz@outlook.com
Home telephone	9072319270 Best Contact Time: 7:00 AM
Work telephone (Commercial)	9072319270 Best Contact Time: 8:00 AM
Work telephone (DSN)	Best Contact Time:
Mobile telephone	Best Contact Time:
Interview	Yes
Are you submitting this complaint for someone else?	No
What is that person's last name?	
What is that person's first name?	
What is that person's middle name?	
What is their Job Title?	
What is their organization name?	
What city is their organization located?	
What state is their organization located?	
What country is their organization located?	
What is their phone number?	
What is their email address?	
Is that person aware you are submitting this complaint?	
If you are an employee of a DoD contractor, subcontractor, grantee, sub-grantee, or personal services contractor, provide the following information, if known:	
Description/type of contract	Job Order Contract
Contract number	
SubContract number	
Date of contract award	01/01/2022
Primary contractor	Yes
Subcontractor	Yes
Responsible Contracting Agent	Department of Army
Part 2. Retaliation Complaint Details	
Communication or Disclosure	
To whom was the communication/disclosure made?	Special Counsel
Date of the communication	01/06/2023
Prefix	Mr
Last Name	Kish
First Name	Alexander
Middle Name	
Suffix	

Job Title	Retaliation and Disclosure Unit
Employee Type	Non-DoD Employee
Assigned to DoD Branch	
Other Agency or Office	
Employee Status	
Grade or Rank	
Grade or Rank Title	
Organization/Unit	
Phone Number	

Describe the communication/disclosure in as much detail as you can.

I first reached out to MSPB; and after a time and while my concerns of fraud and retaliation by the individuals carrying out fraud and recognizing the Anti Trust and FBI filing suit against a Flooring Company for Fraud in Fairbanks (see No. 4:22-cv-00007-RRB-SAO) I feel like the hostile behaviour and treatment from the PRIME CONTRACTOR and other Federal Employees was directly connected to gross fraud and I can prove it. My Special Counsel says he needs proof and I provided the examples.

Identify the person(s) that committed the alleged wrongdoing:

Part 2. Retaliation Complaint Details (cont)

Complaint Description

I was terminated when not allowing myself to be tricked into signing for goods and services provided to the government (ARMY) when in fact the materials were either grossly non compliant or in fact no supplied at all. I identified and began to recognize patterns of behavior on both Government Officials and Employees and Specific individuals with a PRIME CONTRACTOR that are consistent examples of Fraud -- examples of this were actually proven when a the Flooring Company in Fairbanks was discovered in excessive charges and Anti Trust Violations. While working for DPW I specifically worked on some projects but actually was able to look at all active and former projects and began to notice consistent inconsistencies in form and manner. These inconsistencies are typically reflective of covering up improper and fraudulent conduct. When I asked about this I began to get real resistance and suspicion that I was there collecting information to "Turn them in." While I have an ethical conduct the only company I actually turned in was Patrick Constructors on FTW 435; and that was for safety concerns, yet part of those safety concerns involved the flooring and its application. In hindsight I look at the uneasiness around my questioning and the fact the same installer was later seen installing flooring on other projects I know non compliant (inferior product) being installed on other jobs like the remodel of Building 3441 in 2022. I have pointed to example of what I know are examples of fraud and I can point you to more along with individuals involved as well as the collaborative efforts of a corrupt Prime Contractor and the negative treatment towards me because I know exactly what they are doing. This was an exchange to my special counsel and briefly described to MSPB in July 2022 and I am 100% convinced associated with the Guilty Plea of the Flooring Fraud in Fairbanks Alaska in 2022 . Further , the retaliation from Patrick Constructors (An Aleut Company) and Aleut Federal (Both Prime Contractors on Fort Wainwright and committing fraud and stealing from the government with the help of senior Federal Employees) which resulted in orchestrating my termination because I was exposing it and would had a reputation for not allowing such conduct and not allowing myself to be suckered into this activity.

Part 3. Other Agencies Contacted

Has this whistleblower retaliation complaint been filed with any other organization/agency?	Yes
Which Organization/Agency?	Merit System Protection Board
When did you submit?	07/08/2022

What is the status of that complaint?	Open
Case Number	SF-315H-22-0532-I-1
Part 4. Document Uploads	
SF220532I1-IA-2-DocNum1949458.pdf - 130.466 KBs	
SF220532I1-PFR-5-DocNum1977301.pdf - 196.270 KBs	
Response 1.docx - 14.714 KBs	
OSC RESPONSE.docx - 35.935 KBs	
Do you have additional documents you wish to provide us?	Yes
Briefly describe the type, content and nature of those documents	More supporting emails and locations of theft
Part 5. Certifications	
I certify that all of the statements made in this complaint are true, complete, and correct, to the best of my knowledge. I understand that a false statement or concealment of a material fact is a criminal offense (18 USC § 1001; Inspector General Act of 1978, As Amended, §7).	Yes
I have provided my election concerning my filing status in Part I of this form (Release of Identity, Non-Release of Identity, or Anonymous). If I did not provide my release election, I understand that this will cause a delay in the processing of my complaint. I further understand that if I have elected either confidential or anonymous status, it may impact the ability of the DoD Hotline to either conduct an inquiry, if warranted, and/or to appropriately address my issue(s). I also understand that if I elect anonymity, without providing any contact information, I will be unable to request confirmation of receipt of this complaint to the DoD Hotline, or to receive advisements as to open or closed status.	Yes
I understand that if the Inspector General determines the allegation(s) in my complaint cannot be investigated without disclosing my identity on a need-to-know-basis to organizations outside the DoD Hotline, my lack of permission to release my identity may prevent further action from being taken on my complaint. I further understand that even if I elect confidential status, my identity may be disclosed, if required by applicable legal authority, or if the Inspector General determines that such disclosure is otherwise unavoidable.	Yes

shelbystartz@outlook.com

From: Info <info@osc.gov>
Sent: Friday, January 6, 2023 11:02 AM
To: 'shelbystartz@outlook.com'
Cc: Kish, Alexander
Subject: OSC Status Update

Categories: MSPB OSC

Good Afternoon,

We received your OSC Form-14 on 12/29/2022. Your case number is MA-23-000527 and is currently being reviewed.

The Attorney assigned to your case is Mr. Kirsh. He can be contacted at: AKirsh@osc.gov. If you have questions about your case or additional documents/information to add to your case file, please contact Kirsh and reference your OSC case number.

For more details about Prohibited Personnel Practices please review our Frequently Asked Questions at
<https://osc.gov/Services/Pages/PPP.aspx>.

NOTICE: This message and any attachments may contain information that is sensitive, confidential, or legally privileged. If you are not the intended recipient, please immediately notify the sender and delete this email from your system; you should not copy, use, or disclose its contents.

Thank you.

shelbystartz@outlook.com

From: Kish, Alexander <AKish@osc.gov>
Sent: Monday, January 9, 2023 12:07 PM
To: Sherman Startz
Subject: Re: OSC to Sherman Startz - request for interview

Hello Mr. Startz,

Would you be free on Thursday at 2pm ET?

Best,

Alex Kish
Attorney
Retaliation and Disclosure Unit
U.S. Office of Special Counsel
1730 M Street, N.W.
Suite 218
Washington, D.C. 20036
202-804-7048
akish@osc.gov

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From: Sherman Startz <shelbystartz@outlook.com>
Sent: Monday, January 9, 2023 2:34 PM
To: Kish, Alexander <AKish@osc.gov>
Cc: AKirsh@osc.gov <AKirsh@osc.gov>
Subject: RE: OSC to Sherman Startz - request for interview

CAUTION: EXTERNAL EMAIL Do not click on links, open attachments, or provide information unless you are sure the message is legitimate and the content is safe.

Anytime is fine with me. Ideally between 0600 and 1800 Alaska time; but honestly I am so ready to talk to someone, I will chat at 0300.

I have teams on my laptop and cell phone.

Respectfully

Sherman S. Shelby
907-231-9270

From: Kish, Alexander <AKish@osc.gov>
Sent: Friday, January 6, 2023 12:22 PM
To: shelbystartz@outlook.com
Subject: OSC to Sherman Startz - request for interview

Dear Mr. Startz,

You recently filed two complaints with the U.S. Office of Special Counsel (OSC), in which you made one or more allegations of a prohibited personnel practice, including retaliation for whistleblowing (OSC File No. MA-23-000527), and you reported one or more instances of gross mismanagement, gross waste of funds, abuse of authority, substantial and specific danger to public health or safety, and/or a violation of a law, rule, or regulation (OSC File No. DI-23-000198). As such, OSC has assigned your complaints to the Retaliation and Disclosure Unit and I will be the main point of contact on both of these matters. At this time, I would like to set up a convenient time for us to go over the facts of the complaints. Please let me know what day and time works best for you this week or next. This will be a Microsoft Teams audio call.

I also ask that you review the attached fact sheet before our call so that I can answer any related questions you may have on the information provided.

Sincerely,

Alex Kish
Attorney
Retaliation and Disclosure Unit
U.S. Office of Special Counsel
1730 M Street, N.W.
Suite 218
Washington, D.C. 20036
202-804-7048
akish@osc.gov

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shelbystartz@outlook.com

From: Kish, Alexander <AKish@osc.gov>
Sent: Wednesday, March 22, 2023 9:33 AM
To: 'shelbystartz@outlook.com'
Subject: OSC to Sherman Startz - Final decision on PPP, IRA letter
Attachments: OSC to Sherman Startz - Final Decision on PPP - March 22, 2023.pdf; OSC to Sherman Startz - IRA Letter - March 22, 2023.pdf

Mr. Startz,

Attached, please find OSC's final decision into your prohibited personnel practices complaint and a letter explaining the individual right of action (IRA) appeal. Based on what you have told me about your MSPB appeal, it is likely that the Board would dismiss your appeal for lack of jurisdiction. However, with this IRA letter, the Board would have jurisdiction, although you would be more limited in the affirmative defenses that you could raise and the initial burden of proof would be on you to prove retaliation, not on the agency, in an IRA appeal. You would also be limited to bringing your retaliation claim to the Board.

Please let me know if you have any questions, but the Board is in a better position to explain what you should do with your IRA letter given that your appeal is still being considered.

Kind regards,

Alex Kish
Attorney
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U.S. Office of Special Counsel
1730 M Street, N.W.
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U.S. OFFICE OF SPECIAL COUNSEL
1730 M Street, N.W., Suite 218
Washington, D.C. 20036-4505
202-804-7000

March 22, 2023

VIA ELECTRONIC MAIL

Mr. Sherman Startz
116 Kelsan Way
Fairbanks, AK 99709
shelbystartz@outlook.com

Re: OSC File No. MA-23-000527 – Final Determination

Dear Mr. Startz:

On February 10, 2023, we sent you a letter setting out our preliminary determination to close your prohibited personnel practice complaint. At that time, we notified you that you had 13 days to respond with any additional information for us to consider. That same day, you responded to our letter, stating that you disagreed with our preliminary findings. However, we note that your response did not contain any information or facts that would change our ultimate analysis and conclusions. Accordingly, for all the reasons stated in our February 10, 2023 letter, we are now closing OSC's inquiry into your prohibited personnel practice complaint.

Because you alleged potential violations of 5 U.S.C. § 2302(b)(8) and (b)(9), you may have a right to seek corrective action from the Merit Systems Protection Board (Board) under the provisions of 5 U.S.C. §§ 1214(a)(3) and 1221, also referred to as an individual right of action appeal. You may file a request for corrective action with the Board within 65 days of the date of this letter. The Board regulations concerning rights to file a corrective action case can be found at 5 C.F.R. Part 1209. We have sent you a separate letter on this date regarding your right to file a corrective action case with the Board.

Sincerely,

Alex Kish
Attorney
Retaliation and Disclosure Unit
(202) 804-7048
akish@osc.gov

shelbystartz@outlook.com

From: Kish, Alexander <AKish@osc.gov>
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I have teams on my laptop and cell phone.

Respectfully

Sherman S. Shelby
907-231-9270

shelbystartz@outlook.com

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Subject: OSC to Sherman Startz - Final decision on PPP, IRA letter
Attachments: OSC to Sherman Startz - Final Decision on PPP - March 22, 2023.pdf; OSC to Sherman Startz - IRA Letter - March 22, 2023.pdf

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Please let me know if you have any questions, but the Board is in a better position to explain what you should do with your IRA letter given that your appeal is still being considered.

Kind regards,

Alex Kish
Attorney
Retaliation and Disclosure Unit
U.S. Office of Special Counsel
1730 M Street, N.W.
Suite 218
Washington, D.C. 20036
202-804-7048
akish@osc.gov

NOTICE: This message and any attachments may contain information that is sensitive, confidential, or legally privileged. If you are not the intended recipient, please immediately notify the sender and delete this email from your system; you should not copy, use, or disclose its contents. Thank you for your cooperation.

From: Kish, Alexander <AKish@osc.gov>
Sent: Friday, January 6, 2023 12:22 PM
To: shelbystartz@outlook.com
Subject: OSC to Sherman Startz - request for interview

Dear Mr. Startz,

You recently filed two complaints with the U.S. Office of Special Counsel (OSC), in which you made one or more allegations of a prohibited personnel practice, including retaliation for whistleblowing (OSC File No. MA-23-000527), and you reported one or more instances of gross mismanagement, gross waste of funds, abuse of authority, substantial and specific danger to public health or safety, and/or a violation of a law, rule, or regulation (OSC File No. DI-23-000198). As such, OSC has assigned your complaints to the Retaliation and Disclosure Unit and I will be the main point of contact on both of these matters. At this time, I would like to set up a convenient time for us to go over the facts of the complaints. Please let me know what day and time works best for you this week or next. This will be a Microsoft Teams audio call.

I also ask that you review the attached fact sheet before our call so that I can answer any related questions you may have on the information provided.

Sincerely,

Alex Kish
Attorney
Retaliation and Disclosure Unit
U.S. Office of Special Counsel
1730 M Street, N.W.
Suite 218
Washington, D.C. 20036
202-804-7048
akish@osc.gov

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U.S. OFFICE OF SPECIAL COUNSEL
1730 M Street, N.W., Suite 218
Washington, D.C. 20036-4505
202-804-7000

March 22, 2023

VIA ELECTRONIC MAIL

Mr. Sherman Startz
116 Kelsan Way
Fairbanks, AK 99709
shelbystartz@outlook.com

Re: OSC File No. MA-23-000527

Dear Mr. Startz:

The U.S. Office of Special Counsel (OSC) terminated its inquiry into your allegations of prohibited personnel practices under 5 U.S.C. § 2302(b)(8) and (b)(9) on March 22, 2023. The purpose of this letter is to notify you that you may file an “individual right of action” (IRA) appeal seeking corrective action from the Merit Systems Protection Board (Board).

In your complaint against the U.S. Department of the Army (Army), Army Installation Management Command, Headquarters, U.S. Army Garrison Alaska, you alleged that you were retaliated against for disclosing to Army officials that they violated a law, rule, or regulation, engaged in gross mismanagement, grossly wasted funds, and abused their authority by not properly overseeing contractor work, accepting fictitious specification numbers from a contractor, and instructing you to sign for materials that were not delivered. You alleged that, in retaliation for these disclosures, Army officials subjected you to a hostile work environment and terminated your employment during your probationary period.

In your IRA appeal, you may seek corrective action from the Board under 5 U.S.C. §§ 1214(a)(3) and 1221 for any personnel action taken or proposed to be taken against you because of a protected disclosure or activity that was the subject of your OSC complaint. You may file the IRA appeal with the Board within 65 days after the date of this letter. The regulations concerning rights to file an IRA appeal with the Board can be found at 5 C.F.R. Part 1209. If you choose to file an IRA appeal with the Board, you should include this letter as part of your submission.

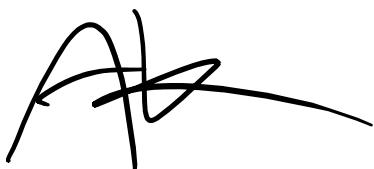
U.S. Office of Special Counsel

Sherman Startz

Page 2

Although an individual bringing an IRA appeal to the Board must show that he or she has exhausted OSC procedures, our decision to end the investigation may not be considered in an IRA appeal. See 5 U.S.C. § 1221(f)(2); *Bloom v. Dep't of the Army*, 101 M.S.P.R. 79, 84 (2006). The Board may order an individual to submit a copy of OSC's determination letter, but the order must contain an explanation of why the letter is necessary and give the individual the opportunity to consent. See 5 U.S.C. § 1214(a)(2)(B); *Bloom*, 101 M.S.P.R. at 84.

Sincerely,

A handwritten signature in black ink, appearing to read "AK".

Alex Kish
Attorney
Retaliation and Disclosure Unit
(202) 804-7048
akish@osc.gov



U.S. OFFICE OF SPECIAL COUNSEL
1730 M Street, N.W., Suite 218
Washington, D.C. 20036-4505
202-804-7000

March 22, 2023

VIA ELECTRONIC MAIL

Mr. Sherman Startz
116 Kelsan Way
Fairbanks, AK 99709
shelbystartz@outlook.com

Re: OSC File No. MA-23-000527 – Final Determination

Dear Mr. Startz:

On February 10, 2023, we sent you a letter setting out our preliminary determination to close your prohibited personnel practice complaint. At that time, we notified you that you had 13 days to respond with any additional information for us to consider. That same day, you responded to our letter, stating that you disagreed with our preliminary findings. However, we note that your response did not contain any information or facts that would change our ultimate analysis and conclusions. Accordingly, for all the reasons stated in our February 10, 2023 letter, we are now closing OSC's inquiry into your prohibited personnel practice complaint.

Because you alleged potential violations of 5 U.S.C. § 2302(b)(8) and (b)(9), you may have a right to seek corrective action from the Merit Systems Protection Board (Board) under the provisions of 5 U.S.C. §§ 1214(a)(3) and 1221, also referred to as an individual right of action appeal. You may file a request for corrective action with the Board within 65 days of the date of this letter. The Board regulations concerning rights to file a corrective action case can be found at 5 C.F.R. Part 1209. We have sent you a separate letter on this date regarding your right to file a corrective action case with the Board.

Sincerely,

Alex Kish
Attorney
Retaliation and Disclosure Unit
(202) 804-7048
akish@osc.gov

NOLAN J. MAYTHER
ANNE J. VELDHUIS
Trial Attorneys
United States Department of Justice
Antitrust Division
450 Golden Gate Avenue, Rm 10-0101
San Francisco, CA 94102
Telephone: (415) 934-5300
Facsimile: (415) 934-5399
nolan.mayther@usdoj.gov

Attorneys for Plaintiff
United States of America

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF ALASKA

UNITED STATES OF AMERICA,) No. 4:22-cv-00007-RRB-SAO
)
Plaintiff,) COUNT ONE:
)
vs.) Conspiracy
)
) Vio. of 18 U.S.C. § 371
BENJAMIN W. MCCULLOCH,)
)
Defendant.) COUNT TWO:
)
) Kickbacks
)
) Vio. of 41 U.S.C. § 8702
)
) COUNT THREE:
)
) Kickbacks
)
) Vio. of 41 U.S.C. § 8702
)
) COUNT FOUR:
)
) Kickbacks
)
) Vio. of 41 U.S.C. § 8702
)
) COUNT FIVE:
)
) Kickbacks
)
) Vio. of 41 U.S.C. § 8702
)

INFORMATION

The United States charges that:

BACKGROUND

1. Fort Wainwright is a United States Army facility located in Fairbanks, Alaska. Between 2016 and 2021, the United States Army awarded contracts to various prime contractors for construction services and maintenance at Fort Wainwright.

2. Beginning no later than March 2016 and continuing through at least March 2021 (“the relevant period”), defendant BENJAMIN MCCULLOCH was the owner of COMPANY A. During the relevant period, COMPANY A was a sub-contractor providing flooring construction services to the United States Army at Fort Wainwright.

3. During the relevant period, INDIVIDUAL 1 was an employee of COMPANIES B and C, both of which were prime contractors providing construction services at Fort Wainwright.

4. During the relevant period, COMPANY A, at MCCULLOCH’s direction, provided flooring construction services at Fort Wainwright as a subcontractor to COMPANIES B and C.

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COUNT ONE

(Conspiracy to Provide Kickbacks in violation of 18 U.S.C. § 371)

The Conspiracy and its Objects

5. Beginning at least as early as March 2016, and continuing through and around March 2021, in the District of Alaska and elsewhere, MCCULLOCH, INDIVDIUAL 1, and others known and unknown, did unlawfully, willfully, and knowingly combine, conspire, and agree together and with each other to commit an offense against the United States, namely, to provide kickbacks in violation of 41 U.S.C. § 8702, specifically, by MCCULLOCH knowingly and willfully providing kickbacks—that is, money, fees, commissions, credits, gifts, gratuities, things of value, and compensation—directly and indirectly to INDIVIDUAL 1, for the purpose of improperly obtaining and rewarding favorable treatment in connection with subcontracts relating to prime contracts for construction services at Fort Wainwright.

Manner and Means of the Conspiracy

6. The manner and means of the conspiracy were as follows:

a. Beginning in or around March 2016, MCCULLOCH submitted flooring construction proposals for projects at Fort Wainwright to INDIVIDUAL 1 and engaged in communications and attended meetings with INDIVIDUAL 1. In the course of these interactions, INDIVIDUAL 1 requested that MCCULLOCH inflate the prices COMPANY A charged COMPANY B and COMPANY C for flooring construction services at Fort Wainwright. MCCULLOCH agreed in the

course of these interactions to pay approximately half of the inflated amount to INDIVIDUAL 1 as kickbacks.

b. INDIVIDUAL 1 solicited specific kickbacks related to particular subcontracts by inflating the price contained in MCCULLOCH's proposals and requesting that MCCULLOCH re-submit proposals with inflated prices to COMPANIES B and C. MCCULLOCH then re-submitted the inflated proposals.

c. INDIVIDUAL 1 then caused COMPANIES B and C to award flooring subcontracts to MCCULLOCH and COMPANY A at the inflated price. MCCULLOCH then provided kickbacks in the form of cash and goods to INDIVIDUAL 1, equal to approximately half of the inflated amount.

Overt Acts

7. In furtherance of the conspiracy and to effect its objects, the following overt acts, among others, were committed in the District of Alaska and elsewhere:

a. Beginning on or around March 13, 2017, in a continuing course of conduct, MCCULLOCH provided at least \$47,563.22 in kickbacks to INDIVIDUAL 1 for the purpose of improperly obtaining and rewarding favorable treatment in connection with a subcontract relating to a prime contract for construction services at Building 1053 located on Fort Wainwright. Among the kickbacks MCCULLOCH provided INDIVIDUAL 1 was a 2017 Ford Explorer worth at least \$45,164.00.

b. Beginning on or around September 20, 2018, and continuing through at least December 2, 2019, MCCULLOCH provided at least \$32,021.87 in kickbacks to INDIVIDUAL 1 for the purpose of improperly obtaining and rewarding favorable treatment in connection with a subcontract relating to a prime contract for construction services at Building 3416, located on Fort Wainwright. The kickbacks MCCULLOCH provided INDIVIDUAL 1 included, among other things, Apple watches, TVs, a camera, a camera lens, binoculars, workout equipment, and cash payments.

c. Beginning on or around January 29, 2020, and continuing through at least April 30, 2020, MCCULLOCH provided at least \$1,816.98 in kickbacks to INDIVIDUAL 1 for the purpose of improperly obtaining and rewarding favorable treatment in connection with a subcontract relating to a prime contract for construction services at a Popeyes-Taco Bell restaurant, located on Fort Wainwright.

d. Beginning in or around July 2020, in a continuing course of conduct, MCCULLOCH provided at least \$20,000 in kickbacks to INDIVIDUAL 1 for the purpose of improperly obtaining and rewarding favorable treatment in connection with a subcontract relating to a prime contract for construction services at Hangar 1, located on Fort Wainwright. Among the kickbacks MCCULLOCH provided INDIVIDUAL 1 were cash payments and a side-by-side all-terrain vehicle worth approximately \$16,499.

All in violation of Title 18, United States Code, Section 371 and Title 41, United States Code, Section 8702.

COUNT 2

(Providing Kickbacks in violation of 41 U.S.C. § 8702—Building 1053)

8. The allegations set forth in Count 1 are incorporated herein by reference.

9. Beginning in or around March 13, 2017, in a continuing course of conduct, in the District of Alaska and elsewhere, MCCULLOCH knowingly and willfully provided at least \$47,563.22 in kickbacks—that is, money, fees, commissions, credits, gifts, gratuities, things of value, and compensation—directly and indirectly to INDIVIDUAL 1, as a prime contractor employee, for the purpose of improperly obtaining and rewarding favorable treatment in connection with a subcontract relating to a prime contract for construction services at Building 1053 in Fort Wainwright. Among the kickbacks MCCULLOCH provided INDIVIDUAL 1 was a 2017 Ford Explorer worth at least \$45,164.00. MCCULLOCH made loan payments on the 2017 Ford Explorer through at least March 2019.

All in violation of Title 41, United States Code, Section 8702.

COUNT 3

(Providing Kickbacks in violation of 41 U.S.C. § 8702—Building 3416)

10. The allegations set forth in Count 1 are incorporated herein by reference.

11. Beginning on or around September 20, 2018, and continuing through at least December 2, 2019, in the District of Alaska and elsewhere, MCCULLOCH knowingly and willfully provided at least \$32,021.87 in kickbacks to INDIVIDUAL 1, as a prime

contractor employee, for the purpose of improperly obtaining and rewarding favorable treatment in connection with a subcontract relating to a prime contract for construction services at Building 3416, located on Fort Wainwright. The kickbacks MCCULLOCH provided INDIVIDUAL 1 included, among other things, Apple watches, TVs, a camera, a camera lens, binoculars, workout equipment, and cash payments.

All in violation of Title 41, United States Code, Section 8702.

COUNT 4

(Providing Kickbacks in violation of 41 U.S.C. § 8702—Popeyes-Taco Bell)

12. The allegations set forth in Count 1 are incorporated herein by reference.

13. Beginning on or around January 29, 2020, and continuing through at least April 30, 2020, in the District of Alaska and elsewhere, MCCULLOCH knowingly and willfully provided at least \$1,816.98 in kickbacks to INDIVIDUAL 1, as a prime contractor employee, for the purpose of improperly obtaining and rewarding favorable treatment in connection with a subcontract relating to a prime contract for construction services at a Popeyes-Taco Bell restaurant, located on Fort Wainwright.

All in violation of Title 41, United States Code, Section 8702.

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COUNT 5

(Providing Kickbacks in violation of 41 U.S.C. § 8702—Hangar 1)

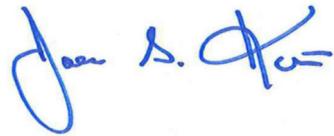
14. The allegations set forth in Count 1 are incorporated herein by reference.

15. Beginning in or around July 2020, in a continuing course of conduct, in the District of Alaska and elsewhere, MCCULLOCH knowingly and willfully provided at least \$20,000 in kickbacks to INDIVIDUAL 1, as a prime contractor employee, for the purpose of improperly obtaining and rewarding favorable treatment in connection with a subcontract relating to a prime contract for construction services at Hangar 1, located on Fort Wainwright. Among the kickbacks MCCULLOCH provided INDIVIDUAL 1 were cash payments and a side-by-side all-terrain vehicle worth approximately \$16,499.

All in violation of Title 41, United States Code, Section 8702.

DATED: August 25, 2022

U.S. DEPARTMENT OF JUSTICE
ANTITRUST DIVISION, By



JONATHAN S. KANTER
Assistant Attorney General



RICHARD A. POWERS
Deputy Assistant Attorney General



NOLAN J. MAYTUBBY
ANNE J. VELDHUIS
Trial Attorneys



ARMY POSITION DESCRIPTION

PD#: EV496104	Sequence#: VARIES	Replaces PD#:
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CONSTRUCTION CONTROL INSPECTOR

GS-0809-09

POSITION LOCATION:

Servicing CPAC: ALASKA CPAC

Agency: VARIES

Installation: VARIES

Army Command: VARIES

Region: WEST

Command Code: VARIES

POSITION CLASSIFICATION STANDARDS USED IN CLASSIFYING/GRADING POSITION:

Citation 1: OPM PCS TECHNICAL WORK ENGINEERING AND ARCHITECTURE GROUP, MAY 2007

Supervisory Certification: *I certify that this is an accurate statement of the major duties and responsibilities of this position and its organizational relationships, and that the position is necessary to carry out Government functions for which I am responsible. This certification is made with the knowledge that this information is to be used for statutory purposes relating to appointment and payment of public funds, and that false or misleading statements may constitute violations of such statutes or their implementing regulations.*

Supervisor's Name: DAVID J. ZRNA

Date Certified: 04/20/2020

Classification Review: *This position has been classified/graded as required by Title 5, U.S. Code in conformance with standard published by the U.S. Office of Personnel Management or if no published standards apply directly, consistently with the most applicable published standards.*

Classified By: CYNTHIA LIGHT

Date Classified: 11/17/2017

Position Cursory Review: *This position description (PD) has been reviewed and it is determined that: the major duties equal 100%; the statement Performs other duties as assigned (PODAA) is present; where applicable, the factors, levels, and points are identified directly under PODAA, add up correctly, and the Point Range for the grade is present; and, the Conditions of Employment are located in the Conditions of Employment & Notes section, and if required, Temporary Duty Travel (TDY) of 25% or more (may be less if requested by management), is included. The PD is in the format of the classification standard of record, and the standard(s) is/are cited properly, and the title/series/grade are properly determined based on the standard. The FLSA is correct and when it is determined*

that the position is Exempt, a complete explanation is provided, and all outdated/obsolete forms are removed. (All position descriptions require a cursory review upon initial verification in FASCLASS and may be reviewed again every 5 years thereafter, or before if OPM issues a new classification standard or guide).

Reviewed By: CYNTHIA LIGHT

Date Reviewed: 04/20/2020

POSITION INFORMATION:	CONDITION OF EMPLOYMENT:	POSITION ASSIGNMENT:
<p>Cyber Workforce:</p> <ul style="list-style-type: none"> Primary Work Role: VARIES Additional Work Role 1: VARIES Additional Work Role 2: VARIES <p>FLSA: NON-EXEMPT FLSA Worksheet: NON EXEMPT FLSA Appeal: NO Bus Code: VARIES DCIPS PD: NO <ul style="list-style-type: none"> Mission Category: Work Category: Work Level: Acquisition Position: NO <ul style="list-style-type: none"> CAP: Career Category: Career Level: Functional Code: 00 Interdisciplinary: NO Supervisor Status: VARIES PD Status: VERIFIED DCA Override: NO</p>	<p>Drug Test Required: VARIES Financial Mgmt Cert: Position Designation: VARIES Position Sensitivity: VARIES Sec. Clearance Level: VARIES Sec. Access (Child Care Bkgd Check): VARIES Emergency Essential: Requires Access to Firearms: VARIES Personnel Reliability Position: VARIES Information Assurance: N Influenza Vaccination: NO Financial Disclosure: NO Enterprise Position: VARIES</p>	<p>Competitive Area: VARIES Competitive Level: VARIES Career Program: VARIES Career Ladder PD: NO Target Grade/FPL: 09 Career Pos 1: Career Pos 2: Career Pos 3: Career Pos 4: Career Pos 5: Career Pos 6:</p>

POSITION DUTIES:

Serves as Construction Control Inspector responsible for the quality assurance in a variety of maintenance, repair, renovation, and minor construction projects; and services, by contract, within administrative, training, barracks, dining, medical, recreational, range, utility, and transportation facilities. The incumbent interprets contract specifications and other directives to resolve problems.

1. The incumbent is independently responsible for maintaining surveillance, on a day-to-day basis, over the full range of technical support and field engineering activities associated with specific phases of maintenance, repair, renovation, and minor construction projects. Inspects, reviews, and certifies general maintenance, repair, and construction contracts of normal difficulty to ensure compliance with plans, specifications, and acceptable construction practices. Examines foundation excavation and construction; construction and erection of form walls; and the quality, placement, and curing of concrete. Checks structural steel for placement and compliance with shop drawings; checks roofing materials and observes the erection of roof trusses, joists, and coverings; and inspects lumber and millwork for proper size, finish, grade, moisture content, and

installation. Checks plumbing work such as sewer and water lines, fixtures, and appliances; inspects heating system including piping, radiators, and controls; inspects electrical work such as installation of wiring, cables, fixtures, and circuits; checks paint, glass, hardware, and other materials; and inspects exterior utilities, including underground water systems, sanitary and storm sewer systems, gas mains, and electrical distribution systems.

Examines extensions and replacement of overhead or underground exterior electrical distribution systems, transformer stations, and electrical equipment systems. Performs construction inspections of roads, runways, walks, and parking areas for conformance to plans, specifications, agency policies, and acceptable construction practices. Inspects sub-grade, flexible base, moisture content, compaction, cleanliness, and freedom from undesirable materials, proper grade lines, ditch grade, drainage, and drainage structures; and inclusion and arrangement of reinforcing steel prior to placement of asphalt or concrete. Inspects mixture of materials such as soils, gravel, crushed stone, and soil test prescribed in contract covering density, proportions, dimensions, quantities, and quality. 30%

2. Independently monitors contractor performance and notifies Project Manager (PM), Contracting Officer Representative (COR), and Supervisor of contractors' noncompliance with contract documents. Provides supporting documentation, ensure and assist contractors in complying with contract plans and specifications, and makes recommendations for improved methods and techniques for construction which are considered beneficial in obtaining the best possible construction work and conform to established precedents that do not involve added cost or engineering design and are consistent with contract plans and specifications. On a daily basis, the incumbent tracks and maintains documentation of contractors progress through Quality Assurance Reports (QAR) and notes any decisions, recommendations, or suggestions made regarding contractors' performance and status of projects to the PM, COR, and Supervisor. The incumbent ensure contractors are in compliance with all applicable health and safety regulations and use prudence in stoppage of work when violations are of a nature which may result in loss of life or limb and notifies the PM, COR, and Supervisor immediately after the stoppage of work occurs. Recognizes when problems should be referred to supervisor for assistance. This position requires the incumbent to be proficient in several computer programs to access reports and other computer base documents. 30%

3. Represents the Directorate of Public Works (DPW) as the construction representative. Obtains contract documents at beginning of projects to review plans, specifications, and shop drawings for complete understanding of project and provides written comments or questions to the PM for clarity. Actively participates in post award (pre-construction) conferences to discuss principal construction features and requirements in terms of methods and equipment operations, construction scheduling, progress reporting, work acceptance procedures, safety measures, and other matters related to contractual performance. Incumbent reviews contractors' proposed working schedules to ensure awareness of critical path items which require detailed inspection and approval before work may continue. Assists the PM with the coordination of contractors, facility users, and other agencies with facility access, utility outages, road closures, disposal of waste materials (i.e., conventional and hazardous), and storage of construction materials and equipment to allow for an uninterrupted flow of progress. 20%

4. Incumbent is independently responsible for maintaining surveillance, on a day-to-day basis, on any one of the Installation's Service Contracts to include custodial, refuse, range hood cleaning, grease interceptor pumping/cleaning, elevator maintenance, load testing, and traffic signals. The incumbent inspects and ensures that the work meets quality requirements identified in the contract and ensures that facility managers comply with the contract provisions regarding adequate building access, safety, utilities, and initiates proper action to correct problems encountered. Monitors and inspects safety practices of contractor to ensure compliance with applicable (Post, OSHA, etc.) safety requirements.

Investigates complaints and informs COR of deficiencies and provides documentation that will support appropriate claims. Assists COR in the resolution of problem areas arising from user complaints with regard to contract services. Prepares accurate and detailed inspection reports on all factors pertaining to the services provided indicating work accomplished, noted deficiencies, shortage of supplies, manner of employee performance, user complaints, corrective action taken, safety and security violations, and any other item reflecting contract non-compliance which are used as the basis for verifying requests for payment. Identifies cost savings situations and provides proper documentation for possible consideration by the COR to incorporate changes to existing services contracts. Provides technical information to the COR regarding supplies and equipment introduced by the contractor. Keeps the COR and Supervisor informed of schedule status and problems encountered which may result in controversial situation. 20%

Performs other duties as assigned.

Factor 1: Knowledge Required by the Position - Level 1-6, 950 Points

Practical knowledge and skill in applying a wide range of specialized methods, techniques, procedures, policies, costs, materials, and equipment relating to construction. Must have practical knowledge of mechanical and electrical engineering and architecture work to review and analyze project plans and specifications. Knowledge and skill to plan and accomplish complete projects or studies; resolve a variety of complex problems; ensure adherence to safety standards and environmental regulations. Skill and ability to observe and investigate all construction phases to ensure compliance with contract schedules, specifications, and shop drawings. Ability to read and interpret engineering/architectural plans and specifications.

Factor 2: Supervisory Controls - Level 2-3, 275 Points

Supervisor assigns responsibilities in terms of priorities and overall objectives. The incumbent independently plans and carries out assignments in conformance with accepted policies and practices; resolves commonly encountered work problems and deviations by exercising judgment in selecting appropriate instructions, policies, guidelines, or accepted practices; and brings controversial information and findings to the supervisor's attention for direction. The supervisor reviews completed work for conformity with policy, the appropriateness of the employee's approach, technical soundness, and adherence to deadlines.

Factor 3: Guidelines - Level 3-3, 275 Points

Incumbent uses a number of engineering references such as Army regulations, technical manuals, codes, handbooks, specifications, catalogs, contract specifications, surveillance plans, policies/procedures, government procurement regulations, quality assurance directives, and other technical references. The incumbent has the responsibility to adapt and extend these procedural guides and regulations to the assignments and any particular situation involved. In some cases, regular guidance may not be completely applicable to a situation, nor provide specific guidance. The incumbent must exercise independent judgment in interpreting guidelines and in adapting them to specific assignments.

Factor 4: Complexity - Level 4-3, 150 Points

Work consists of a number of different processes related to inspecting the electrical, mechanical, and structural aspects of construction of multi-story office or residential buildings of moderate size and conventional design. The employee selects the appropriate process from many alternatives to schedule work, interpret plans and specifications, select work methods, and ensure the acceptability of materials and workmanship. Exercises

independent judgment to resolve problems resulting from different and unrelated construction processes and methods employed by multiple contractors.

Factor 5: Scope and Effect - Level 5-3, 150 Points

Responsible for the surveillance of assigned construction projects which require using a wide variety of standardized inspection methods, procedures, and techniques. The proper design and specification for all construction and services contracts have a direct effect on the quality and the service provided to these communities. The work further affects the capability of the installation to meet mission requirements by the timeliness and acceptability of facilities for use.

Factors 6&7: Personal Contacts/Purpose of Contacts - Level 2B, 75 Points

Personal contacts are within and outside the immediate organization usually in a moderate structured setting. The purpose of the contacts is to plan, coordinate, or advise on work efforts or to resolve operating problems by influencing or motivating individuals or groups who are working toward mutual goals and who have basically cooperative attitudes.

Factor 8: Physical Demands - Level 8-2, 20 Points

The work involves moderate physical demands in terms of inspections, investigations, and surveys of facilities, which may involve climbing ladders, scaffolds, and stairs. This normally requires long periods of standing, walking, crawling, stooping, and bending.

Factor 9: Work Environment - Level 9-2, 20 Points

The work is performed inside and outdoors in all types of weather conditions, as well as, in an office setting doing paper work and in conference rooms for pre-construction meetings in well lighted, heated and ventilated space. Work is accomplished in a construction environment involving noise, dirt, fumes, high and low temperatures, and hazardous material and conditions. The work involves a fair amount of discomfort associated with construction sites and incumbent must wear safety equipment such as hard hats.

Total Points: 1915

Point Range: 1855-2100

Grade: GS-09

Fair Labor Standards Act (FLSA) Determination = (NON EXEMPT)

- 1. Availability Pay Exemption** - (e.g., Criminal Investigators, U.S. Customs and Border Protection pilots who are also Law Enforcement Officers).
- 2. Foreign Exemption** - (Note: Puerto Rico and certain other locations do not qualify for this exemption – [See 5 CFR 551.104](#) for a list of Nonexempt areas.)
- 3. Executive Exemption:**
 - a. Exercises appropriate management responsibility (primary duty) over a recognized organizational unit with a continuing function, AND
 - b. Customarily and regularly directs 2 or more employees, AND
 - c. Has the authority to make or recommend hiring, firing, or other status-change decisions, when such recommendations have particular weight.

Note: Shared supervision or "matrix management" responsibility for a project team does not meet the above criteria. Limited "assistant manager" functions or "acting in the absence" of the manager does not meet the above criteria.

- 4. Professional Exemption:**
- a. Professional work (primary duty)
 - b. Learned Professional, ([See 5 CFR, 551.208](#)) (Registered Nurses, Dental Hygienists, Physician's Assistants, Medical Technologists, Teachers, Attorneys, Physicians, Dentists, Podiatrists, Optometrists, Engineers, Architects, and Accountants at the independent level as just some of the typical examples of exempt professionals). Or
 - c. Creative Professional, ([See 5 CFR, 551.209](#)) (The primary duty requires invention and originality in a recognized artistic field (music, writing, etc.) and does not typically include newspapers or other media or work subject to control by the organization are just some examples of Creative Professionals). Or
 - d. Computer Employee, ([See 5 CFR, 551.210](#)) (must meet salary test and perform such duties as system analysis, program/system design, or program/system testing, documentation, and modification). Computer manufacture or repair is excluded (non-exempt work).
- 5. Administrative Exemption:**
- a. Primary duty consistent with [5 CFR 551](#) (e.g.; non-manual work directly related to the management or general business operations of the employer or its customers), AND job duties require exercise of discretion & independent judgment.
- FLSA Conclusion:**
- Exempt**
 - Non Exempt**

FLSA Comments/Explanations:

Position does not meet any exemption criteria.

CONDITIONS OF EMPLOYMENT & NOTES:

1. Must be able to obtain and maintain a valid state driver's license.
2. Use of Personal Protective Equipment is required.
3. The position may require TDY travel up to 5%.

POSITION EVALUATION:

Comp Level: 0005

11-Feb-201: Review PD - CLight CHRA AK

I. REFERENCE: OPM PCS TECHNICAL WORK ENGINEERING AND ARCHITECTURE GROUP, MAY 2007

II. SERIES AND TITLE DETERMINATION: The primary purpose of the position is to inspect the work performed by contractors during specific phases of maintenance, repair, renovation, and minor construction projects. The incumbent uses practical knowledge of

engineering principles when inspecting, reviewing, interpreting, and certifying general maintenance, repair, and construction contracts. The incumbent ensures work is in compliance with plans specifications and other directives to resolve problems and acceptable construction practices. Performance of the work requires the incumbent to independently monitor daily performance of construction workers and sites for safety compliance within specifications of the contract, installation, and other safety regulations. The position requires knowledge of construction practices, methods, techniques, and equipment, as well as, on-site inspections of construction work for compliance with plans and specifications. This position is covered by the Construction Control Technical Series, 0809. Therefore, the title of this position, as directed by the Reference above, is Construction Control Inspector.

III. GRADE DETERMINATION:

Factor 1 - Knowledge Required by the Position - The position requires the incumbent to provide technical work in basic architectural, mechanical, and electrical engineering to review and analyze project plans and specifications. The incumbent must use knowledge of, and skill in applying, a wide range of specialized methods, techniques, procedures, policies, costs, materials, and equipment relating to construction work. The work requires the incumbent to independently identify actual or potential problems and determine the necessity for changes or remedial action to resolve difficult but well-precedent, factual, procedural, and reoccurring issues. The incumbent observes, investigates, and ensures adherence to contract schedules, specifications, and shop drawings are to safety standards and environmental regulations during all phases of the construction work and makes recommendations for changes in construction work to meet field conditions. The level of knowledge of and skill in applying standardized, analytical, and evaluative methods and techniques required for the position meets level 1-6.

The position does not meet level 1-7. The work at level 1-7 involves developing innovative or new work methods, approaches, or procedures to provide comprehensive management advisory and technical services on substantive functions, practices, and recommend appropriate solutions to resolve complex interrelated problems and issues. Unlike level 1-7, the work of this position does not require comprehensive, intensive, and practical knowledge of, and extensive experience and skills in applying a wide range of concepts, practices, regulations, policies, and precedents. Instead, this position requires the incumbent to use a full range of technical support and activities associated with specific phases of maintenance, repair, renovation, and minor construction projects. This factor is credited level 1-6, for 950 points.

Factor 2 - Supervisory Controls - The supervisor assigns responsibilities, outlines or discusses possible problem areas, and defines objectives, priorities, and deadlines. The supervisor provides assistance on controversial and unusual situation with no clear precedents. The work is performed independently by applying a thorough knowledge of established procedures and accepted construction practices. Therefore the supervisory controls meet level 2-3.

The position does not meet level 2-4. The work at this level requires the incumbent and supervisor to develop a mutually acceptable project plan which typically includes identification of the work to be done, the scope of the project, and deadlines for its completion. The employee resolves most of the conflicts that arise, coordinates with staff and line management personnel during all phases of the project, and interprets regulations or policy frequently on own initiative. At level 2-4, completed work is reviewed for soundness of overall approach, effectiveness in producing results, the feasibility of recommendations, and adherence to requirements by the supervisor and line management officials whose programs and employees would be affected by the implementation of the recommendations. Unlike level 2-4, the completed work of this position is reviewed for

conformity with policy, technical soundness, and adherence to deadlines set by the supervisor. This factor is credited level 2-3, for 275 points.

Factor 3 – Guidelines - Guidelines consists of a variety of published Army regulations, technical manuals, handbooks, specifications, surveillance plans, policies and procedures, government procurement regulations, quality assurance directives, and other specialized references. The position requires the incumbent to use judgment and initiative in choosing, interpreting, and adapting available guidelines and precedents to specific issues or subject studied by established policies and accepted practices. The incumbent researches regulations and makes recommendations for changes to procedures to improve the reliability of data, enhance services, correct deficiencies, and solve problems. The type of guidance and use of judgment required by the position meets that of Level 3-3.

The position does not meet level 3-4. At this level, the position requires the use of broad regulatory guidelines. Level 3-4 requires the incumbent to use initiative and resourcefulness in deviating from, refining, or extending traditional methods and practices, or in developing and recommending new or substantially modified methods, criteria, or policies. Unlike level 3-4, this position does not require deviation from established methods to modify, adapt, and/or refine broader guidelines to resolve complex issues and problems. This factor is credited with level 3-3, for 275 points.

Factor 4 – Complexity - The primary work consists of a number of different processes related to inspecting the electrical, mechanical, and structural aspects of numerous buildings of moderate size and conventional design. The employee exercises independent judgment to resolve problems resulting from different and unrelated construction processes and practices employed by multiple contractors. The complexity of the work meets level 4-3.

The position does not meet level 4-4 because at this level the analysis of work frequently entails application of qualitative and quantitative analytical techniques and the employee exercises seasoned judgment and skills to interpret considerable, incomplete, or conflicting data. Unlike the complexity of the work at level 4-4, this position's work consists of analyzing the subject, phase, or issues involved in each assignment to inspect, review, and certify general maintenance, repair, and construction contracts of normal difficulty to ensure compliance with plans, specifications, and acceptable construction practices. However, the incumbent keeps the COR and Supervisor informed of problems encountered which may result in controversial situations. This factor is credited with level 4-3, for 150 points.

Factor 5 – Scope and Effect - The scope of the work involves applying a considerable number of different basic but established methods, procedures, and techniques to support construction operations. The work affects personal safety of the workers and the quality and timeliness of services provided by a contractor. The scope and impact of the work for the position meet level 5-3.

The position does not meet level 5-4. At this level, the work involves establishing criteria, formulating projects, assessing program effectiveness, or analyzing a variety of unusual conditions, problems, or questions. The work affects the effectiveness and acceptability of personal safety, a wide range of operating systems and facilities, agency activities, or the operation of other agencies. Unlike level 5-4, the work of this position is limited to the personal safety of the workers and the quality and timeliness of services provided by a contractor. This factor is credited with level 5-3, for 150 points.

Factor 6/7 - Personal Contacts/Purpose of Contacts:

Personal Contacts

The position requires the incumbent to have personal contact with managers, subject matter specialist, administrative individuals, and private contractors within and outside the immediate installation, support activities, and the general public in a moderately structured settings. The personal contacts meet level 6-2.

The personal contacts does not meet level 6-3. At this level personal contacts are with individuals or groups from outside the agency, including consultants, contractors, vendors, or representatives of professional associations, in moderately unstructured settings.

Purpose of Contacts

The purpose of the contact is to exchange information, coordinate work efforts, and to discuss established, changed, or new plans and programs; and to provide advice, answer questions, and resolve problems related to construction operations with cooperative attitudes. The purpose for contacts meet level 7-B.

The position does not meet level 7-C. At this level, contacts are in a moderately unstructured settings to influence, motivate, or persuade persons or groups who are typically skeptical, resistant, or uncooperative, and who must be approached skillfully to obtain the desired effect. Unlike level 7-C, the incumbent refers all controversial issues to the supervisor. This factor is credited with level 6-2/7-B, for 75 points.

Factor 8 – Physical Demands - The work requires some physical exertion in which the incumbent must conduct regular and recurring construction, industrial, and outdoor facility sites visits where physical exertion such as prolonged standing, bending and stooping to observe work operations. The physical demands of the position of duties meet level 8-2.

The position does not meet Level 8-3. At level 8-3, the work requires considerable and strenuous physical exertion such as heavy lifting of objects weighing more than 50 pounds. This factor is credited with level 8-2, for 20 points.

Factor 9 – Work Environment - The work environment involves regular and recurring exposure to moderate risks or discomforts inside or outside in all types of weather conditions in a construction environment involving noise, dirt, fumes, high and low temperatures, and hazardous material and conditions that require special safety precautions. The incumbent must use protective clothing and gear. The work environment meets level 9-2.

The position does not meet Level 9-3 because the work environment at this level involves high risks of exposure to potentially dangerous situations or unusual environmental stress requiring a range of safety and other precautions where conditions cannot be controlled such as working at great heights under extreme outdoor weather conditions. This factor is credited Level 9-2, for 20 points.

Total Points: 1915

GS-09 Range: 1855-2100

IV. FINAL CLASSIFICATION: Construction Control Inspector, GS-0809-09

V. FLSA: Non-exempt



DEPARTMENT OF THE ARMY
OFFICE OF THE DEPUTY CHIEF OF STAFF, G-1
CIVILIAN HUMAN RESOURCES AGENCY
SOUTHWEST REGION, CIVPRC-KS
305 MARSHALL AVENUE
FORT RILEY, KS 66442-5004

July 21, 2022

SHERMAN STARTZ, JR
116 KELSAN WAY
FAIRBANKS, AK 99709-2929

The following forms and information (if applicable) are provided to assist you after your separation from the Federal Government.

Unemployment Benefits

If you chose to file for unemployment compensation, the enclosed forms will be required to submit to your local unemployment office.

SF-50 Notification of Personnel Action

SF-8 Unemployment Compensation for Federal Employees

Federal Employees' Health Benefits (FEHB)

If you were a **reemployed annuitant**, and your health benefits were transferred from your annuity, the CIVPRC will coordinate the transfer of your health benefits back to OPM upon your separation.

SF-2810 Notice of Change in Health Benefits Enrollment – Your health plan carrier has been notified of your termination, but you have 31 days from your separation date to elect Temporary Continuance of Coverage (TCC).

For instructions on how to apply for TCC, please visit the Army Benefits Center-Civilian's (ABC-C) website at www.abc.army.mil. It can be found under **Homepage>Benefit Topics>Health Insurance**.

Federal Employees Group Life Insurance (FEGLI)

If you were a **reemployed annuitant**, the CIVPRC will coordinate the transfer of your life insurance back to OPM upon your separation.

SF-2821 Agency Certification of Insurance Status – Certifies your Federal Employees' Group Life Insurance (FEGLI) at the time of your separation.

SF-2819 Notice of Conversion Privilege of Federal Employees' Group Life Insurance Program – You may be eligible to convert your FEGLI coverage after your separation. Complete the appropriate eligibility statement on the reverse side of the form and mail it to the Office of Federal Employees' Group Life Insurance (OFEGLI), PO Box 8419 Long Island City, NY 11101-8149 along with the SF-2821 (if applicable).

TSP Withdrawal Information

If you choose to withdrawal your TSP contributions made as a federal employee, please visit the TSP website at www.tsp.gov. Information about how to make a withdrawal can be found under **Plan Participation>Loans and Withdrawals> Learn More>Withdrawals After Leaving Federal Service**.

Retirement Refund for FERS Employees

Please visit www.abc.army.mil to complete form **SF-3106 Application for Refund of Retirement Deductions (Federal Employees Retirement Systems)**. It is located under **Benefit Topics>Retirement> Federal Employees Retirement System (FERS)> Retirement Forms**.

Retirement Refund CSRS Employees

Please visit www.abc.army.mil to complete form **SF-2802 Application for Refund of Retirement Deductions**. It is located under **Benefits>Retirement> Civil Service Retirement System (CSRS/CSRS Offset)> Retirement Forms**.

Please visit these websites for additional guidance and information in regards to your benefits and separation.

Office of Personnel Management (OPM): www.opm.gov

CSRS/FERS Handbook: <http://www.opm.gov/retirement-services/publications-forms/csrfsers-handbook>

If you have any questions regarding these forms or your benefit entitlements, please contact the Army Benefits Center at 1-877-276-9287 or www.abc.army.mil within six months of your separation date.



Privacy Act Data Cover Sheet

To be used on
all documents
containing personal
information

DOCUMENTS ENCLOSED ARE SUBJECT TO THE PRIVACY ACT OF 1974

Contents shall not be disclosed, discussed, or shared with individuals unless they have a direct need-to-know in the performance of their official duties. Deliver this/these document(s) directly to the intended recipient. **DO NOT** drop off with a third-party.

The enclosed document(s) may contain personal or privileged information and should be treated as "For Official Use Only." Unauthorized disclosure of this information may result in **CIVIL** and **CRIMINAL** penalties. If you are not the intended recipient or believe that you have received this document(s) in error, do not copy, disseminate or otherwise use the information and contact the owner/creator or your Privacy Act officer regarding the document(s).

Privacy Act Data Cover Sheet

TAKE THIS FORM WITH YOU IF YOU GO TO FILE A CLAIM

**UNEMPLOYMENT COMPENSATION FOR FEDERAL EMPLOYEES (UCFE) PROGRAM
NOTICE TO FEDERAL EMPLOYEE ABOUT UNEMPLOYMENT INSURANCE**

Form has been given to you because (1) you have been separated from your job, or (2) you were placed in a nonpay status, or (3) your funds have been transferred to a different payroll office.

Unemployment insurance (UI) for Federal workers. When unemployed, Federal workers may be entitled to UI benefits similar to those of workers in private industry. If you become unemployed or are in a nonpay status and want to FILE A CLAIM, go to the nearest LOCAL PUBLIC EMPLOYMENT SERVICE OFFICE of the STATE EMPLOYMENT SECURITY AGENCY to register for work and file your claim for UI. Your ELIGIBILITY for UI CANNOT be determined until AFTER you file a claim. DO NOT DELAY filing a UI claim; if you wait, your unemployment benefits may be reduced or you may not qualify for any benefits.

To help EXPEDITE your claim, take THIS FORM with you, your SOCIAL SECURITY ACCOUNT NUMBER CARD, the OFFICIAL NOTICE of your separation by a Federal agency, SEPARATION or of your present NONPAY status (Standard Form 50 if available), EARNINGS and LEAVE statements and other documents that indicate you were employed by a Federal agency.

3 Digit Identification FEDERAL AGENCY	
DEPARTMENT OF THE ARMY CHRA, CONSOLIDATED SERVICES DIVISION ABC-C UNEMPLOYMENT COMPENSATION 305 MARSHALL AVENUE, FORT RILEY, KS 66442-7005 usarmy.riley.chra-hqs.mbx.abcc-uc-inquirymail.mil	CODE NO. 422-0100

To be completed by the Federal Agency:
Contact Name/Office
UNEMPLOYMENT COMPENSATION
Telephone No. (include area code)
1-866-792-7620

FEDERAL AGENCY will insert in
box:
line - Parent Federal Agency
and 3 digit code number
line - Major Component (if
and 4th line - complete
ress to which all forms
ining to a claim should be
(ES-931, 931A, 934, 936, and
es of appeal, hearings, and
minations)

KEEP THIS FORM and TAKE IT WITH YOU if you file a UCFE/UI claim for unemployed Federal workers provided by Federal law (44 U.S.C., Title 5, Chapter 85). For more information about UCFE/UI, read the REVERSE SIDE of this form.

UNEMPLOYMENT COMPENSATION FOR FEDERAL EMPLOYEES (UCFE) PROGRAM
UNEMPLOYMENT INSURANCE (UI) FOR FEDERAL WORKERS
TAKE THIS FORM WITH YOU IF YOU GO TO FILE A CLAIM

INFORMATION:

L PAY UNEMPLOYMENT BENEFITS?

If you are eligible, you will be paid by a State employment security agency under the provisions of its unemployment insurance (UI) law. The amount of weekly benefits and the period for which benefits will be paid will generally be determined by the law of the State in which you had your last Duty Station. This Duty Station will be printed on your final "Notification of Personnel Action", SF-50. If you have received all the regular benefits you are eligible, you may, under certain circumstances, become eligible for additional weeks of extended benefits; check with a State local office if your last duty station was outside the United States, you will not be eligible until you return to the United States, including the District of Puerto Rico, and Virgin Islands. Your benefit rights will then be determined under the law of your State of residence.

unemployed Federal workers is paid from U.S. Government funds. No deductions were taken from your pay to finance these benefits.

WHAT CONDITIONS WILL I BE ELIGIBLE?

aws require that:

be unemployed, able to work, and available for suitable work; (In some cases, you may be eligible if you are employed less than full time); register for work and file a claim at a local public employment service/UI claim office; continue to report to the office as directed; and have had a certain amount of employment/wages within a base period of 1 year specified in the State law and have been separated through

aws will deny you benefits for such reasons as:

our job voluntarily without good cause or being discharged for misconduct connected with work; or an offer of a suitable job without good cause.

UI laws deny or reduce UI benefits for certain types of payments you may receive (retirement, severance, and/or lump-sum amount for accrued annual leave).

THE RIGHT OF APPEAL?

If a determination is made denying you benefits, you have the right to appeal as provided in the applicable State law.

ARE ANY PENALTIES?

If you willfully make a false (fraudulent) claim, you may be fined, imprisoned, or both. If you make a mistake in giving information when you file your claim, notify the local UI claim office as soon as you discover the mistake: prompt notification may avoid a penalty.

ive statements are issued for general information; they do not have the effect of law, regulation, or ruling).

OME REEMPLOYED and have been collection UCFE/UI benefit payments, it is your RESPONSIBILITY to notify the local office, in writing, that you are no longer entitled to receiving benefits now that you are employed. Failure to do so may result in a *penalty such as a fine, imprisonment, or both.*

STANDARD FORM

NOTIFICATION OF PERSONNEL ACTION

1. Name (Last, First, Middle) STARTZ, JR, SHERMAN S.						2. Social Security Number 572-17-5981		3. Date of Birth 05-31-1961		4. Effective Date 06-27-2022	
FIRST ACTION						SECOND ACTION					
5-A. Code 385	5-B. Nature of Action Termination During Prob/Trial Period				6-A. Code	6-B. Nature of Action					
5-C. Code L2M	5-D. Legal Authority Reg 315.804				6-C. Code	6-D. Legal Authority					
5-E. Code	5-F. Legal Authority				6-E. Code	6-F. Legal Authority					
7. FROM: Position Title and Number CONSTRUCTION CONTROL INSPECTOR 496104 - 4280800						15. TO: Position Title and Number					
8. Pay Plan GS	9. Occ. Code 0809	10. Grade/Level 09	11. Step/Rate 01	12. Total Salary \$61,424.00	13. Pay Basis PA	16. Pay Plan	17. Occ. Code	18. Grade/Level	19. Step/Rate	20. Total Salary/Award	21. Pay Basis
12A. Basic Pay \$47,097.00	12B. Locality Adj. \$14,327.00	12C. Adj. Basic Pay \$61,424.00	12D. Other Pay \$0	20A. Basic Pay	20B. Locality Adj.	20C. Adj. Basic Pay	20D. Other Pay				
14. Name and Location of Position's Organization US ARMY INSTALLATION MANAGEMENT CMD US ARMY GARRISON ALASKA DIRECTORATE OF PUBLIC WORKS ENGINEERING DIVISION CONTRACT MANAGEMENT BRANCH FORT WAINWRIGHT, AK 99703 4PAAC						22. Name and Location of Position's Organization					
23. Veterans Preference 1	1 - None 2 - 5-Point	3 - 10-Point/Disability 4 - 10-Point/Compensable	5 - 10-Point/Other 6 - 10-Point/Compensable/30%	24. Tenure 2	0 - None 1 - Permanent	2 - Conditional 3 - Indefinite	25. Agency Use	26. Veterans Preference for RIF <input type="checkbox"/> YES <input checked="" type="checkbox"/> X <input type="checkbox"/> NO			
27. FEGLI D0	Basic + Option A					28. Annuitant Indicator 9	Not Applicable	29. Pay Rate Determinant 0			
30. Retirement Plan KF	FERS (FRAE) FICA		31. Service Comp. Date (Leave) 01-31-2022			32. Work Schedule F	Full-Time	33. Part-Time Hours Per Biweekly Pay Period			
POSITION DATA						37. Bargaining Unit Status AR2029					
34. Position Occupied 1			35. FLSA Category N		36. Appropriation Code 131079A0000 						
38. Duty Station Code 020801090			39. Duty Station (City - County - State or Overseas Location) FORT WAINWRIGHT / FAIRBANKS NORTH STAR / ALASKA								
40. Agency Data ZRS	41. PON# OA	42.	43.	44.	TDA DATA XA/W6L7AA/051C/12						
45. Remarks Forwarding address: 116 Kelsan Way, Fairbanks, AK 99709-2929. Lump-sum payment to be made for any unused annual leave. Not entitled to severance pay. SF 2819 was provided. Life insurance coverage is extended for 31 days during which you are eligible to convert to an individual policy (nongroup contract). Health benefits coverage is extended for 31 days during which you are eligible to convert to an individual policy (nongroup contract). You are also eligible for temporary continuation of your FEHB coverage for up to 18 months.											
46. Employing Department or Agency U.S. Army Installation Management Command(ARXA)						50. Signature/Authentication and Title of Approving Official Debbie L. Forrester SUPV HUMAN RESOURCES SPECIALIST					
47. Agency Code ARXA	48. Personnel Office ID 2289	49. Approval Date 06-27-2022									



Federal Employees
Health Benefits Program

Notice of Change in Health Benefits Enrollment

Part A - Identifying Information

1. Name (<i>Last, first, middle initial</i>) STARTZ, JR, SHERMAN S.	2. Date of birth 05/31/1961	3. Social security number 572-17-5981
4. Home address (<i>including ZIP Code</i>) 116 KELSAN WAY FAIRBANKS, AK 99709-2929	5. Payroll office number 97-380800	6. Enrollment code number 133
	7. SF 2811 Report number	8. Date this action becomes effective 07/02/2022

Only the item that is checked below affects your enrollment. Read that item carefully and follow any pertinent instructions.
Keep this form for your records.

Part B - Termination

Your enrollment terminates on the date in Part A, item 8, above. However, your coverage is extended for 31 days after that date.

Important Notice: You have the right to convert to an individual (nongroup) contract with the carrier of your plan. You also may have the right to temporarily continue your group coverage. See Part B - Termination on the back of this form for information about 31-day extension of coverage, conversion, and temporary continuation of coverage.

If termination is due to death of enrollee enter date of death

Date of death (mo, dy, yr)

Part C - Transfer In

Part D - Reinstatement

The new Payroll Office (or Retirement System) shown in Part H below has accepted transfer of this enrollment and will continue it.

Your enrollment has been reinstated effective on the date in Part A, item 8, above.

Part E - Change in Name of Enrollee

Part F - Change In Enrollment-Survivor Annuitant

The name under which this enrollment is carried has been changed to:

Name

Date of Birth

Your enrollment has been changed from family coverage to self only. Your plan will send you a new identification card. Your new enrollment code number is shown below.
(Note: This item is completed by Retirement Systems only.)

Address (including ZIP Code) if different from Part A, item 4, above.

New Enrollment Code Number

Part G - Remarks

Your enrollment was terminated by the plan because you are no longer a member of the sponsoring employee organization. You may enroll in another plan from 31 days before to 60 days after the date in Part A, item 8, above.

Part H - Date of Notice

Note: Instructions for Employing Offices are on the back of Copy 4 of this form.

Name and address of agency (<i>including ZIP Code</i>) Department of the Army CHRA, Consolidated Services Division Civilian Personnel Records Center (CivPRC) 305 Marshall Ave Fort Riley, KS 66442-5004	Personnel contact and telephone number ZACHARY R SCHISSEL (309) 782-6572
Signature of authorized agency official Electronically Signed	Payroll contact and telephone number DFAS Indianapolis (800)729-3277
ZACHARY R SCHISSEL	Date 07/21/2022

Part B - Termination

If Part B on the other side of this form is checked, read the following instructions carefully.

31-Day Extension of Coverage

Your enrollment terminates on the date shown in Part A, item 8, on the front of this form. Coverage under your enrollment continues temporarily for 31 days from the date shown. If you, or any covered member of your family, are a patient in a hospital on the 31st day of this temporary extension, benefits of the plan may continue for the rest of that confinement, but not beyond 60 more days.

Conversion to Nongroup Contract

You may convert your enrollment to a nongroup contract, without evidence of good health. The nongroup contract to which you may convert is one regularly offered by your plan. It may differ from your group plan in benefits, or cost, or both, and you will have to pay the entire cost of the nongroup contract directly to the plan. The nongroup contract is effective on the day after your 31-day extension of coverage ends.

If you are interested in converting to a nongroup contract, write for information to the nearest office of the plan in which you have been enrolled (see the plan's brochure or ask your employing office for the address of the plan's nearest office). The plan will promptly send you an application form and details concerning benefits and rates of the nongroup contract to which you may convert.

Time Limit on Conversion

Normally, to be eligible for conversion, you must send your written request for information to your plan within 31 days after the date shown in Part H. However, if the date shown in Part H is more than 60 days after the date your enrollment terminates (Part A, item 8), you must forward it to your plan within 91 days after the date shown in Part A, item 8.

If you are prevented by causes beyond your control from submitting a timely request for information about conversion to a nongroup contract, you should write to your plan as soon as possible asking approval of a belated conversion opportunity. Explain fully the circumstances that

Part C - Transfer of Enrollment

If Part C on the other side of this form is checked, read carefully whichever of the following instructions applies:

Transfer of Employment

Your enrollment has been transferred from your previous agency or payroll office to the agency or payroll office shown in Part H. If you are in a prepaid comprehensive medical plan and you left the area served by the plan, you may be able to change to another plan. For details about your right to change plans, check with your employing office.

Retirement

Your enrollment has been transferred from your employing agency to the retirement system shown in Part H. Your enrollment continues automatically during retirement if you retire on an immediate annuity and you have been enrolled under the Federal Employees Health Benefits Program for the lesser of (1) all your service since your first opportunity to enroll, or (2) the 5 years of service immediately preceding retirement. Your share of the cost of your enrollment will be withheld from your annuity.

Death

The enrollment of the deceased employee named in Part A has been transferred to the retirement system shown in Part H. If the deceased employee or annuitant was enrolled for self and family at the time of death, and if at least one member of the family is entitled to a survivor annuity (or the widow(er) is entitled to the Basic Employee Death Benefits under FERS), coverage for each family member who was covered by the employee's enrollment continues automatically.

prevented earlier action and attach proof of the loss of group coverage (e.g., Standard Form 50 terminating Federal employment). A plan may consider requests filed within 6 months after group eligibility ends. If your plan needs assistance in processing your request, it should contact OPM.

Temporary Continuation of Coverage

If you are an employee whose enrollment is terminating because you are separating from service (including separation for retirement), you may be eligible to temporarily continue your benefits coverage under the Federal Employees Health Benefits Program after separation. Within 61 days after the date shown in Part A, item 8, on the front of this form, your employing office will formally notify you of your rights regarding temporary continuation of coverage and tell you where you may obtain additional information. You will have 60 days after the later of (1) your date of separation from service, or (2) the date you receive the notice from your employing office in which to elect temporary continuation of coverage.

When your temporary continuation of coverage expires, you will be entitled to the 31-day extension of coverage and the opportunity to convert to a nongroup contract.

Entry on Active Military Duty

If you elected to terminate your enrollment because you are entering military service, you may convert to a nongroup contract even though your family members are entitled to care under the Uniformed Services Health Benefits Program. If you return to civilian duty in the exercise of reemployment rights, your enrollment will be reinstated effective on the day you return to active duty. If you return to civilian duty not in the exercise of reemployment rights, you must, if eligible for coverage, register again the same as a new employee. If you are an annuitant, your enrollment will be reinstated on the day you are separated from military service. You must notify your retirement system of this event by furnishing a copy of your separation papers.

Part C - Transfer of Enrollment

If Part C on the other side of this form is checked, read carefully whichever of the following instructions applies:

If there is only one eligible survivor, the enrollment will be changed from family coverage to self only. The survivor's share of the cost of the enrollment will be deducted from the annuity. Application for Death Benefits (Standard Form 2800 or the equivalent) should be filed promptly to avoid any question about health benefits coverage. When the survivor annuity is approved, another form like this one will be issued to show that the enrollment is being continued in the survivor's name.

Employees' Compensation

Your enrollment has been transferred to the Office of Workers' Compensation Programs. Your enrollment continues automatically while you receive monthly compensation from the Office of Workers' Compensation Programs if the Secretary of Labor has held that you are unable to return to duty and if you have been enrolled under the Federal Employees Health Benefits Program for the lesser of (1) all your service since your first opportunity to enroll, or (2) the 5 years of service immediately preceding the start of your compensation. Enrollment of covered family members of a deceased employee or compensation also continues automatically while they receive monthly compensation, if (1) the deceased employee or compensation was enrolled for self and family at the time of death, and (2) at least one of the covered family members is entitled to compensation as a surviving beneficiary under the Federal Employees' Compensation Act. The compensation's or survivor's share of the cost of the enrollment will be deducted from the compensation checks.

Keep This Form For Your Records

Back, Copy 1
Standard Form 2810
Revised June 1995



Notice of Conversion Privilege

Federal Employees' Group Life Insurance Program

Part A - Instructions to Employing Agency

Complete Part A of this form whenever an employee's life insurance coverage terminates due to separation, resignation, retirement, death or end of 12 months in non-pay status. On the date insurance terminates (except by waiver), give this notice to every employee and/or the assignee(s), if applicable, and to the family of each deceased employee who had the Option

C-Family coverage. Also, upon request, give this notice to the family of an eligible employee who does not convert his or her Option C-Family insurance. If this notice is prepared for a retiring employee, forward Part 2 (duplicate) to OPM with the employee's retirement papers. Otherwise, place Part 2 (duplicate) in the employee's Official Personnel Folder.

1. Name of employee STARTZ, JR, SHERMAN S.	2. Date of birth (mo., day, yr.) May 31, 1961	3. Date insurance terminated Jun 27, 2022
4. Was employee insured for Option C-Family insurance on date in item 3?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Agency Certification <i>I certify that the above information has been obtained from, and correctly reflects, official personnel records.</i>		
5. Signature of authorized agency official Electronic Signature: ZACHARY R SCHISSEL	6. Name and mailing address of agency Department of the Army Civilian Human Resources Agency Civilian Personnel Records Center - Kansas (CivPRC-KS) 305 Marshall Ave Fort Riley, Kansas 66442-5004	
7. Typed name of authorized agency official ZACHARY R SCHISSEL		
8. Title HR SPEC		
9. Telephone number (309)782-6572	10. Date of this notice (mo., day, yr.) Jul 21, 2022	

Part B - Conversion Information for Employees, Assignees, and Family Members Who are Losing FEGLI Coverage

If you are eligible and you will be carrying all of your Federal Employees' Group Life Insurance (FEGLI) coverage into retirement, do not apply for conversion. Employees (and assignees, if applicable) and their family members who are losing FEGLI coverage, however, may be eligible and wish to convert some or all of their coverage to an individual direct-pay policy.

Employees - If you have not assigned your FEGLI coverage, you are entitled to convert to an individual direct-pay policy unless, within 3 calendar days after the date your insurance terminates, you return to a Government position that qualifies you to reacquire FEGLI coverage. You may purchase an individual policy in an amount equal to or less than your Basic life insurance plus any optional coverage you may have.

Assignees - You are entitled to convert your share of the insured's FEGLI coverage to an individual direct-pay policy unless, within 3 calendar days after the date the insured's insurance terminated, he/she returns to a Government position that qualifies him/her to reacquire FEGLI coverage. If that is the case, his/her previous assignment is still valid. You may purchase an individual policy in an amount equal to or less than the amount of insurance which the insured assigned to you.

Family members - If, upon termination of the employee's FEGLI coverage, he/she does not convert Option C-Family coverage (if any), you, as an eligible family member, may do so. Spouses may convert up to \$5,000, and eligible children up to \$2,500 each. Eligible family members are the employee's spouse and unmarried dependent children under age 22 (including adopted children, stepchildren who lived with the employee in a regular parent-child relationship, and recognized natural children) and unmarried dependent children over age 22 who are incapable of self-support because of a mental or physical disability that existed before they reached age 22.

Your time to convert is limited - You must mail your request for information regarding conversion within 31 days of the date in item 3 of Part A above, or within 31 days of the date you receive this notice, whichever gives you more time. If you fail to request conversion information within the 31-day time limit due to a cause beyond your control, you may be allowed to convert your life insurance within six months after the date in item 3, provided you attach a full explanation of what prevented you from making a timely request. If approved, the effective date of the conversion policy will be retroactive to the day following the day group coverage ended.

Note: Under certain circumstances, life insurance is payable if death occurs within 31 days after the group life insurance terminates, regardless of whether conversion has been requested. However, extension of the conversion privilege beyond 31 days does not extend coverage under any circumstances. If death occurs within the 31-day period, further information concerning possible benefits may be obtained from the agency named in item 6 above.

General information about conversion

- If you have assigned your FEGLI coverage, you can **only** convert your Option coverage (if any). Your assignee(s) retain(s) the right to convert your other coverage(s).
- No medical examination is required.
- You or the assignee(s), if applicable, must pay the premium applicable to the individual policy.
- The government will not pay any part of the individual policy premium.
- The individual policy will be issued by an insurance company you select from the list of eligible companies you will receive if you apply for conversion.
- The individual policy may be an ordinary life policy or a variation of ordinary life (see Part D). It must be a type of insurance customarily issued by the insurance company you select. However, it cannot be term insurance or universal life insurance or any other form of life insurance that has an indeterminate premium. It cannot have disability or accidental death and dismemberment benefits.

How to convert

1. Complete the appropriate eligibility statement on the reverse side of this form and mail it to the Office of Federal Employees' Group Life Insurance (OFEGLI), 200 Park Avenue, New York, NY 10166-0188.
2. If you have an SF 2821, Agency Certification of Insurance Status, attach the original (Part 1) to this form when you mail it to OFEGLI. Note: Retiring employees (and assignees of those employees) who are continuing Basic Life insurance but converting one or more of the options should submit their duplicate (Part 2) of the SF 2821 with this form to OFEGLI. The original (Part 1) of the SF 2821 should be submitted with the retirement application. OFEGLI will mail you detailed information on how to apply for conversion, together with a list of eligible insurance companies. You have 31 days (from the date in item 3 of Part A above, or the date you receive this notice, whichever gives you more time) to request conversion information from OFEGLI.
3. In the event you do not have an SF 2821, you should request a completed form from the employing agency before the expiration of your 31 day time limit and forward it to OFEGLI at the address given in item 1 above. **However, don't delay sending the SF 2819 requesting conversion information to OFEGLI -- send it anyway while you await the SF 2821.**
4. If you are using this form to convert some of your life insurance coverage, but not Option C, have your employing office prepare another SF 2819 for your family members.

Part C - Eligibility Statement

1. Please check the correct box(es).

I have read Part B on page 1 and am interested in converting my insurance to an individual policy. Please send additional information.

Basic Option A-Standard Option B-Additional

I have read Part B on page 1. The family members listed in item 7 below are eligible for conversion of Option C-Family insurance to a direct-pay policy. Please send me additional information.

2. Signature of person completing this statement	3. Date (mo., day, yr.)	4. Full name and address of person completing this statement (including ZIP code)			
5. Was the FEGLI coverage assigned?		<input type="checkbox"/> Yes <input type="checkbox"/> No			
If Yes, are you the assignee of the insured's FEGLI coverage?					
		<input type="checkbox"/> Yes <input type="checkbox"/> No			
6. Check one: <input type="checkbox"/> I have attached an SF 2821.		I am a family member and do not need an SF 2821. <input type="checkbox"/> I will obtain and submit an SF 2821 later.			
7. Eligible family members	Birth date	Relationship	Eligible family members	Birth date	Relationship
a.			d.		
b.			e.		
c.			f.		

Part D - Information About Individual Policies

Types of Policies

There are two basic types of life insurance available.

- **An Ordinary Life** policy, also known as a Whole Life policy or a Straight Life policy, provides lifetime protection in return for premium payments throughout the insured's entire life (or to age 100). The policy builds a CASH VALUE after one, two, or three years. The cash may be withdrawn if premium payments are stopped. You may borrow against the cash value of the policy at any time for any purpose.

- **A variation of Ordinary Life** provides for a shorter premium payment period, usually to age 95, at which time the policy becomes paid-up for the remainder of the insured's life. This variation provides the same lifetime protection and benefits as an Ordinary Life policy, provided that premiums are paid for the prescribed premium payment period. However, since premiums are payable for a shorter period of time, they normally would be higher. And, because the premiums are normally higher, the policy's CASH VALUE usually increases more quickly.

Assignment

If you have assigned (given up ownership of) your insurance, only the assignee(s) has (have) the right to convert your non-option C coverage. If an assignee converts his/her share of your insurance, he/she (1) is responsible for paying the premiums, (2) will receive the dividends, if any, (3) may withdraw

the cash if he/she stops paying premiums, and (4) may borrow against the cash value.

Cost of Individual Policy

Life insurance policies (whether Ordinary Life or a variation) are issued on a participating or non-participating basis.

Premiums for participating policies are higher than those charged for non-participating policies. Part of the premium is refunded in the form of an annual dividend to the policyholder - the part found not needed to furnish protection. The first dividend is usually available after premiums have been paid for one, two, or three years. To obtain the net cost of a participating policy, deduct these yearly dividends from the premiums.

For non-participating policies, premiums are set as close as possible to the actual cost of insurance protection. The premium is the guaranteed cost to the policyholder. No dividends are paid under these policies.

The following are approximate premium rates on a participating basis for Ordinary Life policies with premiums payable for life (or to age 100) and for Ordinary Life policies with premiums payable to age 95. Premium rates for non-participating policies are somewhat lower and no dividends will be paid under these policies. **The rates shown below are examples only and are not rates for any one company.**

Sample Annual Premium Rates per \$1,000 of Insurance

Participating Insurance (any dividends paid will reduce these costs)

Age of insured at issuance of policy	Ordinary Life	Life Paid-Up at Age 95	Age of insured at issuance of policy	Ordinary Life	Life Paid-Up at Age 95
20	\$ 9.00	\$10.50	45	\$24.50	\$28.00
25	\$10.50	\$12.50	50	\$31.50	\$36.50
30	\$12.50	\$14.50	55	\$40.50	\$48.00
35	\$15.50	\$17.50	60	\$53.00	\$64.00
40	\$19.50	\$21.50	65	\$66.50	\$77.50

Privacy Act Statement - Title 5, United States Code, Chapter 87, Life Insurance, authorizes solicitation of this information. The data you furnish will be used by the Office of Federal Employees' Group Life Insurance to determine eligibility for conversion of life insurance coverage. This information may be shared with national, state, local, or other charitable or social security administrative agencies to determine and issue benefits under their programs, or law enforcement agencies, when they are investigating a violation or potential violation of the civil or criminal law.



Agency Certification of Insurance Status

Federal Employees' Group Life Insurance Program

To Agency: See reverse for information and instructions

1. Name of employee (<i>Last, first, middle</i>) STARTZ, JR, SHERMAN S.		2. Date of birth (<i>Month, day, year</i>) May 31, 1961	3. Social Security number 572-17-5981
4a. Event requiring certification <input checked="" type="checkbox"/> Separation (<i>includes resignation</i>) <input type="checkbox"/> Retirement <input type="checkbox"/> Death as an employee <small>Had employee filed Application for Retirement (SF 2801 or SF 3107) with OPM?</small>		4b. Employee's retirement system <input checked="" type="checkbox"/> CSRS/FERS <input type="checkbox"/> CIA <input type="checkbox"/> Other (<i>Specify</i>) <input type="checkbox"/> TVA <input type="checkbox"/> FICA <input type="checkbox"/> DCRS* <input type="checkbox"/> FSRS *D.C. Police & Fire/Public School Teachers	5. Disposition of Designations of Beneficiary (SF 54, SF 2823) <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None on file with this agency <input type="checkbox"/> On file in employee's Official Personnel Folder
<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Death as a reemployed annuitant <input type="checkbox"/> End of 12 months non-pay status <input type="checkbox"/> Other (<i>Specify</i>)		6. Did the employee assign his/her insurance? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (attach RI 76-10)	7. Did the employee elect living benefits? <small>Amount elected (check one and attach EOB)</small> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes → <input type="checkbox"/> Partial (post-election BIA \$ _____) <input type="checkbox"/> Full
8. Date of event checked in item 4a 06/27/2022	9. Date of SF 2819, Notice of Conversion Privilege - Issuance Is Mandatory (<i>Prepare SF 2819 for each employee whose coverage as an employee terminates, including all retiring employees</i>) 07/21/2022		
10. Annual basic pay (not basic insurance amount) on date in item 8 (<i>Convert hourly, daily, piecework, etc., rate to annual rate</i>) 61,424.00		11. Effective date of continuous coverage under the FEGLI Program (<i>If any break in service, list dates</i>) 02/08/2022	
12a. Did employee have Option A - Standard Insurance on date in item 8? <input type="checkbox"/> No → <input checked="" type="checkbox"/> Yes →		13a. Did employee have Option C - Family Insurance on date in item 8? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes → 13b. Effective date of election	
14a. Did employee have Option B - Additional Insurance on date in item 8? <input checked="" type="checkbox"/> No → <input type="checkbox"/> Yes →		14b. Effective date of election	14c. Number of multiples on date in item 8
			14d. Lowest number of multiples during last 5 years
15. Personnel records certification (<i>This form will not be accepted without both personnel and payroll certification.</i>) I certify that the above information was obtained from, and correctly reflects, official personnel records, and that the employee was covered by Federal Employee's Group Life Insurance on the date in item 8.			
15a. Signature of certifying official (<i>Facsimile not acceptable</i>) Electronic Signature: ZACHARY R SCHISSEL		15e. Name and address of agency (<i>Including ZIP Code</i>) Department of the Army Civilian Human Resources Agency Civilian Personnel Records Center - Kansas (CivPRC-KS) 305 Marshall Ave Fort Riley, KS 66442-5004	
15b. Typed name of certifying official ZACHARY R SCHISSEL		15f. Telephone number (<i>Including area code</i>) (309)782-6572	
15c. Title HR SPEC		15g. Alpha code → D0	
15d. Date 07/21/2022		16. Payroll records certification (<i>This form will not be accepted without dual certification.</i>) I certify that I have compared the annual basic pay shown in item 10, above, with current payroll records and the figures agree. Payroll deductions were being made or would have been made if the employee had been in pay status for the alpha code → (Insurance code and SF 50 equivalent) on the date in item 8.	
16a. Signature of certifying official (<i>Facsimile not acceptable</i>) Electronic Signature: DEBBIE FORRESTER		16f. Name and address of payroll office (<i>If different from that given in item 15e</i>) DFAS-Indianapolis Center 8899 East 56th Street Indianapolis, IN 46249-0875	
16b. Typed name of certifying official DEBBIE FORRESTER			
16c. Title SUPERVISORY HUMAN RESOURCES SPECIALIST			
16d. Date 07/21/2022	16e. Telephone number (<i>Including area code</i>) (785) 239-0349	16g. Payroll office number 97-380800	
Remarks (<i>For agency use only</i>) For benefit inquiries please contact the Army Benefits Center- Civilian (ABC-C) at (877)276-9287.		OPM use only	

PART 1 - Original

Certificate Of Service

e-Appeal has handled service of the assembled pleading to MSPB and all of the Parties.

Following is the list of the Parties in the case:

Name & Address	Documents	Method of Service
MSPB: Western Regional Office	Response to ORDER ON JURISDICTION AND PROOF REQUIREMENTS	e-Appeal / e-Mail
Pacific Region Agency Representative	Response to ORDER ON JURISDICTION AND PROOF REQUIREMENTS	e-Appeal / e-Mail

The False Claims Act: A Primer

The False Claims Act (FCA), 31 U.S.C. §§ 3729 - 3733 was enacted in 1863 by a Congress concerned that suppliers of goods to the Union Army during the Civil War were defrauding the Army. The FCA provided that any person who knowingly submitted false claims to the government was liable for double the government's damages plus a penalty of \$2,000 for each false claim. Since then, the FCA has been amended several times. In 1986, there were significant changes to the FCA, including increasing damages from double damages to treble damages and raising the penalties from \$2,000 to a range of \$5,000 to \$10,000. The FCA has been amended three times since 1986. Over the life of the statute it has been interpreted on hundreds of occasions by federal courts (which sometimes issue conflicting interpretations of the statute). The purpose of this primer is not to explain how the FCA evolved over the decades or to discuss judicial interpretations of its provisions. Rather, in this primer we simply explain the most significant elements of the FCA to give one new to the statute an introductory understanding of the FCA and how it works. The complete text of the False Claims Act is provided at the end of this primer.

Liability

The statute begins, in § 3729(a), by explaining the conduct that creates FCA liability. In very general terms, §§ 3729(a)(1)(A) and (B) set forth FCA liability for any person who knowingly submits a false claim to the government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. Section 3729(a)(1)(G) is known as the reverse false claims section; it provides liability where one acts improperly – not to get money from the government, but to avoid having to pay money to the government. Section 3729(a)(1)(C) creates liability for those who conspire to violate the FCA. Sections 3729(a)(1)(D), (E), and (F) are rarely invoked.

Damages and penalties

After listing the seven types of conduct that result in FCA liability, the statute provides that one who is liable must pay a civil penalty of between \$5,000 and \$10,000 for each false claim (those amounts are adjusted from time to time; the current amounts are \$5,500 to \$11,000) and treble the amount of the government's damages. Where a person who has violated the FCA reports the violation to the government under certain conditions, the FCA provides that the person shall be liable for not less than double damages.

The knowledge requirement

A person does not violate the False Claims Act by submitting a false claim to the government; to violate the FCA a person must have submitted, or caused the submission of, the false claim (or made a false statement or record) with knowledge of the falsity. In § 3729(b)(1), knowledge of false information is defined as being (1) actual knowledge, (2) deliberate ignorance of the truth or falsity of the information, or (3) reckless disregard of the truth or falsity of the information.

Definition of a claim

The FCA also defines what a claim is and says that it is a demand for money or property made directly to the Federal Government or to a contractor, grantee, or other recipient if the money is to be spent on the government's behalf and if the Federal Government provides any of the money demanded or if the Federal Government will reimburse the contractor or grantee.

Tax claims exclusion

In § 3729(d), the FCA states that the statute does not apply to tax claims under the Internal Revenue Code.

The *qui tam* provisions

The FCA allows private persons to file suit for violations of the FCA on behalf of the government. A suit filed by an individual on behalf of the government is known as a “*qui tam*” action, and the person bringing the action is referred to as a “relator.”

a. Filing a *qui tam* complaint

The *qui tam* provisions begin at § 3730(b) of the FCA; § 3730(b)(1) states that a person may file a *qui tam* action. Section 3730(b)(2) provides that a *qui tam* complaint must be filed with the court under seal. The complaint and a written disclosure of all the relevant information known to the relator must be served on the U.S. Attorney for the judicial district where the *qui tam* was filed and on the Attorney General of the United States.

b. Government investigation

The *qui tam* complaint is initially sealed for 60 days. The government is required to investigate the allegations in the complaint; if the government cannot complete its investigation in 60 days, it can seek extensions of the seal period while it continues its investigation. The government must then notify the court that it is proceeding with the action (generally referred to as “intervening” in the action) or declining to take over the action, in which case the relator can proceed with the action.

c. Rights of the parties in a *qui tam* action

If the government intervenes in the *qui tam* action it has the primary responsibility for prosecuting the action. § 3730(c)(1). It can dismiss the action, even over the objection of the relator, so long as the court gives the relator an opportunity for a hearing (§ 3730(c)(2)(A)) and it can settle the action even if the relator objects so long as the relator is given a hearing and the court determines that the settlement is fair. § 3730(c)(2)(B). If a relator seeks to settle or dismiss a *qui tam* action, it must obtain the consent of the government. § 3730(b)(1). When the case is proceeding, the government (§ 3730(c)(2)(C)) and the defendant (§ 3730(c)(2)(D)) can ask the court to limit the relator’s participation in the litigation.

d. Award to the relator

If the government intervenes in the *qui tam* action, the relator is entitled to receive between 15 and 25 percent of the amount recovered by the government through the *qui tam* action. If the government declines to intervene in the action, the relator's share is increased to 25 to 30 percent. Under certain circumstances, the relator's share may be reduced to no more than ten percent. If the relator planned and initiated the fraud, the court may reduce the award without limitation. The relator's share is paid to the relator by the government out of the payment received by the government from the defendant. If a *qui tam* action is successful, the relator also is entitled to legal fees and other expenses of the action by the defendant. All of these provisions are in § 3730(d) of the FCA. The FCA also provides that if the government chooses to obtain a recovery from the defendant in certain types of proceedings other than the relator's FCA suit, this is known as an alternate remedy and the relator is entitled to the same share of the recovery as if the recovery was obtained through the relator's FCA suit. §3730(c)(5).

e. Statutory bars to *qui tam* actions

The FCA provides several circumstances in which a relator cannot file or pursue a *qui tam* action:

1. The relator was convicted of criminal conduct arising from his or her role in the FCA violation. § 3730(d)(3).
2. Another *qui tam* concerning the same conduct already has been filed (this is known as the “first to file bar”). §3730(b)(5).
3. The government already is a party to a civil or administrative money proceeding concerning the same conduct. §3730(e)(3).
4. The *qui tam* action is based upon information that has been disclosed to the public through any of several means: criminal, civil, or administrative hearings in which the government is a party, government hearings, audits, reports, or investigations, or through the news media (this is known as the “public disclosure bar.”) §3730(e)(4)(A). There is an exception to the public disclosure bar where the relator was the original source of the information.

We repeat that this primer does not discuss every section of the False Claims Act and is not intended to provide legal advice or take formal positions. It is intended only to provide a general introduction to the False Claims Act to those new to the area.

Below is the complete text of the False Claims Act:

§ 3729. False claims

(a) LIABILITY FOR CERTAIN ACTS.—

- (1) IN GENERAL.—Subject to paragraph (2), any person who—
- (A) knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval;
 - (B) knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent;
 - (C) conspires to commit a violation of subparagraph (A), (B), (D), (E), (F), or (G);
 - (D) has possession, custody, or control of property or money used, or to be used, by the Government and knowingly delivers, or causes to be delivered, less than all of that money or property;
 - (E) is authorized to make or deliver a document certifying receipt of property used, or to be used, by the Government and, intending to defraud the Government, makes or delivers the receipt without completely knowing that the information on the receipt is true;
 - (F) knowingly buys, or receives as a pledge of an obligation or debt, public property from an officer or employee of the Government, or a member of the Armed Forces, who lawfully may not sell or pledge property; or
 - (G) knowingly makes, uses, or causes to be made or used, a false record or statement material to an obligation to pay or transmit money or property to the Government, or knowingly conceals or knowingly and improperly avoids or decreases an obligation to pay or transmit money or property to the Government,

is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410), plus 3 times the amount of damages which the Government sustains because of the act of that person.

- (2) **REDUCED DAMAGES.**—If the court finds that—
- (A) the person committing the violation of this subsection furnished officials of the United States responsible for investigating false claims violations with all information known to such person about the violation within 30 days after the date on which the defendant first obtained the information;
 - (B) such person fully cooperated with any Government investigation of such violation; and
 - (C) at the time such person furnished the United States with the information about the violation, no criminal prosecution, civil action, or administrative action had commenced under this title with respect to such violation, and the person did not have actual knowledge of the existence of an investigation into such violation,
- the court may assess not less than 2 times the amount of damages which the Government sustains because of the act of that person.
- (3) **COSTS OF CIVIL ACTIONS.**—A person violating this subsection shall also be liable to the United States Government for the costs of a civil action brought to recover any such penalty or damages.

- (b) **DEFINITIONS.**—For purposes of this section—
- (1) the terms “knowing” and “knowingly”—
 - (A) mean that a person, with respect to information—
 - (i) has actual knowledge of the information;
 - (ii) acts in deliberate ignorance of the truth or falsity of the information; or
 - (iii) acts in reckless disregard of the truth or falsity of the information;; and
 - (B) require no proof of specific intent to defraud;
 - (2) the term “claim”—

(A) means any request or demand, whether under a contract or otherwise, for money or property and whether or not the United States has title to the money or property, that—

(i) is presented to an officer, employee, or agent of the United States; or

(ii) is made to a contractor, grantee, or other recipient, if the money or property is to be spent or used on the Government's behalf or to advance a Government program or interest, and if the United States Government —

(I) provides or has provided any portion of the money or property requested or demanded; or

(II) will reimburse such contractor, grantee, or other recipient for any portion of the money or property which is requested or demanded; and

(B) does not include requests or demands for money or property that the Government has paid to an individual as compensation for Federal employment or as an income subsidy with no restrictions on that individual's use of the money or property;

(3) the term “obligation” means an established duty, whether or not fixed, arising from an express or implied contractual, grantor-grantee, or licensor-licensee relationship, from a fee-based or similar relationship, from statute or regulation, or from the retention of any overpayment; and

(4) the term “material” means having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property.

(c) EXEMPTION FROM DISCLOSURE.—Any information furnished pursuant to subsection (a)(2) shall be exempt from disclosure under section 552 of title 5.

(d) EXCLUSION.—This section does not apply to claims, records, or statements made under the Internal Revenue Code of 1986.

§ 3730. Civil actions for false claims

- (a) **RESPONSIBILITIES OF THE ATTORNEY GENERAL.**—The Attorney General diligently shall investigate a violation under section 3729. If the Attorney General finds that a person has violated or is violating section 3729, the Attorney General may bring a civil action under this section against the person.
- (b) **ACTIONS BY PRIVATE PERSONS.—**
 - (1) A person may bring a civil action for a violation of section 3729 for the person and for the United States Government. The action shall be brought in the name of the Government. The action may be dismissed only if the court and the Attorney General give written consent to the dismissal and their reasons for consenting.
 - (2) A copy of the complaint and written disclosure of substantially all material evidence and information the person possesses shall be served on the Government pursuant to Rule 4(d)(4) of the Federal Rules of Civil Procedure. The complaint shall be filed in camera, shall remain under seal for at least 60 days, and shall not be served on the defendant until the court so orders. The Government may elect to intervene and proceed with the action within 60 days after it receives both the complaint and the material evidence and information.
 - (3) The Government may, for good cause shown, move the court for extensions of the time during which the complaint remains under seal under paragraph (2). Any such motions may be supported by affidavits or other submissions in camera. The defendant shall not be required to respond to any complaint filed under this section until 20 days after the complaint is unsealed and served upon the defendant pursuant to Rule 4 of the Federal Rules of Civil Procedure.
 - (4) Before the expiration of the 60-day period or any extensions obtained under paragraph (3), the Government shall—
 - (A) proceed with the action, in which case the action shall be conducted by the Government; or
 - (B) notify the court that it declines to take over the action, in which case the person bringing the action shall have the right to conduct the action.

- (5) When a person brings an action under this subsection, no person other than the Government may intervene or bring a related action based on the facts underlying the pending action.

(c) RIGHTS OF THE PARTIES TO QUI TAM ACTIONS.—

- (1) If the Government proceeds with the action, it shall have the primary responsibility for prosecuting the action, and shall not be bound by an act of the person bringing the action. Such person shall have the right to continue as a party to the action, subject to the limitations set forth in paragraph (2).
- (2) (A) The Government may dismiss the action notwithstanding the objections of the person initiating the action if the person has been notified by the Government of the filing of the motion and the court has provided the person with an opportunity for a hearing on the motion.
- (B) The Government may settle the action with the defendant notwithstanding the objections of the person initiating the action if the court determines, after a hearing, that the proposed settlement is fair, adequate, and reasonable under all the circumstances. Upon a showing of good cause, such hearing may be held in camera.
- (C) Upon a showing by the Government that unrestricted participation during the course of the litigation by the person initiating the action would interfere with or unduly delay the Government's prosecution of the case, or would be repetitious, irrelevant, or for purposes of harassment, the court may, in its discretion, impose limitations on the person's participation, such as—
- (i) limiting the number of witnesses the person may call;
- (ii) limiting the length of the testimony of such witnesses;
- (iii) limiting the person's cross-examination of witnesses; or
- (iv) otherwise limiting the participation by the person in the litigation.

- (D) Upon a showing by the defendant that unrestricted participation during the course of the litigation by the person initiating the action would be for purposes of harassment or would cause the defendant undue burden or unnecessary expense, the court may limit the participation by the person in the litigation.
- (3) If the Government elects not to proceed with the action, the person who initiated the action shall have the right to conduct the action. If the Government so requests, it shall be served with copies of all pleadings filed in the action and shall be supplied with copies of all deposition transcripts (at the Government's expense). When a person proceeds with the action, the court, without limiting the status and rights of the person initiating the action, may nevertheless permit the Government to intervene at a later date upon a showing of good cause.
- (4) Whether or not the Government proceeds with the action, upon a showing by the Government that certain actions of discovery by the person initiating the action would interfere with the Government's investigation or prosecution of a criminal or civil matter arising out of the same facts, the court may stay such discovery for a period of not more than 60 days. Such a showing shall be conducted in camera. The court may extend the 60-day period upon a further showing in camera that the Government has pursued the criminal or civil investigation or proceedings with reasonable diligence and any proposed discovery in the civil action will interfere with the ongoing criminal or civil investigation or proceedings.
- (5) Notwithstanding subsection (b), the Government may elect to pursue its claim through any alternate remedy available to the Government, including any administrative proceeding to determine a civil money penalty. If any such alternate remedy is pursued in another proceeding, the person initiating the action shall have the same rights in such proceeding as such person would have had if the action had continued under this section. Any finding of fact or conclusion of law made in such other proceeding that has become final shall be conclusive on all parties to an action under this section. For purposes of the preceding sentence, a finding or conclusion is final if it has been finally determined on appeal to the appropriate court of the United States, if all time for filing such an appeal with respect to the finding or conclusion has expired, or if the finding or conclusion is not subject to judicial review.

(d) AWARD TO QUI TAM PLAINTIFF.—

- (1) If the Government proceeds with an action brought by a person under subsection (b), such person shall, subject to the second sentence of this paragraph, receive at least 15 percent but not more than 25 percent of the proceeds of the action or settlement of the claim, depending upon the extent to which the person substantially contributed to the prosecution of the action. Where the action is one which the court finds to be based primarily on disclosures of specific information (other than information provided by the person bringing the action) relating to allegations or transactions in a criminal, civil, or administrative hearing, in a congressional, administrative, or Government [General] Accounting Office report, hearing, audit, or investigation, or from the news media, the court may award such sums as it considers appropriate, but in no case more than 10 percent of the proceeds, taking into account the significance of the information and the role of the person bringing the action in advancing the case to litigation. Any payment to a person under the first or second sentence of this paragraph shall be made from the proceeds. Any such person shall also receive an amount for reasonable expenses which the court finds to have been necessarily incurred, plus reasonable attorneys' fees and costs. All such expenses, fees, and costs shall be awarded against the defendant.
- (2) If the Government does not proceed with an action under this section, the person bringing the action or settling the claim shall receive an amount which the court decides is reasonable for collecting the civil penalty and damages. The amount shall be not less than 25 percent and not more than 30 percent of the proceeds of the action or settlement and shall be paid out of such proceeds. Such person shall also receive an amount for reasonable expenses which the court finds to have been necessarily incurred, plus reasonable attorneys' fees and costs. All such expenses, fees, and costs shall be awarded against the defendant.
- (3) Whether or not the Government proceeds with the action, if the court finds that the action was brought by a person who planned and initiated the violation of section 3729 upon which the action was brought, then the court may, to the extent the court considers appropriate, reduce the share of the proceeds of the action which the person would otherwise receive under paragraph (1) or (2) of this subsection, taking into account the role of that person in advancing the case to litigation and any relevant circumstances pertaining to the violation. If the person bringing the action is convicted of criminal conduct arising from his or her role in the

violation of section 3729, that person shall be dismissed from the civil action and shall not receive any share of the proceeds of the action. Such dismissal shall not prejudice the right of the United States to continue the action, represented by the Department of Justice.

- (4) If the Government does not proceed with the action and the person bringing the action conducts the action, the court may award to the defendant its reasonable attorneys' fees and expenses if the defendant prevails in the action and the court finds that the claim of the person bringing the action was clearly frivolous, clearly vexatious, or brought primarily for purposes of harassment.

(e) CERTAIN ACTIONS BARRED.—

- (1) No court shall have jurisdiction over an action brought by a former or present member of the armed forces under subsection (b) of this section against a member of the armed forces arising out of such person's service in the armed forces.
- (2) (A) No court shall have jurisdiction over an action brought under subsection (b) against a Member of Congress, a member of the judiciary, or a senior executive branch official if the action is based on evidence or information known to the Government when the action was brought.
- (B) For purposes of this paragraph, "senior executive branch official" means any officer or employee listed in paragraphs (1) through (8) of section 101(f) of the Ethics in Government Act of 1978 (5 U.S.C. App.).
- (3) In no event may a person bring an action under subsection (b) which is based upon allegations or transactions which are the subject of a civil suit or an administrative civil money penalty proceeding in which the Government is already a party.
- (4) (A) The court shall dismiss an action or claim under this section, unless opposed by the Government, if substantially the same allegations or transactions as alleged in the action or claim were publicly disclosed--
- (i) in a Federal criminal, civil, or administrative hearing, in which the Government or its agent is a party;
- (ii) in a congressional, Government Accountability Office, or other Federal report, hearing, audit, or investigation: or

(iii) 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.

(B) For purposes of this paragraph, “original source” means an individual who either (1) prior to a public disclosure under subsection (e)(4)(a), has voluntarily disclosed to the Government the information on which allegations or transactions in a claim are based, or (2) who has knowledge that is independent of and materially adds to the publicly disclosed allegations or transactions, and who has voluntarily provided the information to the Government before filing an action under this section.

- (f) GOVERNMENT NOT LIABLE FOR CERTAIN EXPENSES.—The Government is not liable for expenses which a person incurs in bringing an action under this section.
- (g) FEES AND EXPENSES TO PREVAILING DEFENDANT.—In civil actions brought under this section by the United States, the provisions of section 2412(d) of title 28 shall apply.

(h) RELIEF FROM RETALIATORY ACTIONS.—

- (1) IN GENERAL.—Any employee, contractor, or agent shall be entitled to all relief necessary to make that employee, contractor, or agent whole, if that employee, contractor, or agent is discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of employment because of lawful acts done by the employee, contractor, or agent on behalf of the employee, contractor, or agent or associated others in furtherance of other efforts to stop 1 or more violations of this subchapter.
- (2) RELIEF.—Relief under paragraph (1) shall include reinstatement with the same seniority status that employee, contractor, or agent would have had but for the discrimination, 2 times the amount of back pay, interest on the back pay, and compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys’ fees. An action under this subsection may be brought in the appropriate district court of the United States for the relief provided in this subsection.

§ 3731. False claims procedure

- (a) A subpoena [subpoena] requiring the attendance of a witness at a trial or hearing conducted under section 3730 of this title may be served at any place in the United States.
- (b) A civil action under section 3730 may not be brought—
 - (1) more than 6 years after the date on which the violation of section 3729 is committed, or
 - (2) more than 3 years after the date when facts material to the right of action are known or reasonably should have been known by the official of the United States charged with responsibility to act in the circumstances, but in no event more than 10 years after the date on which the violation is committed, whichever occurs last.
- (c) If the Government elects to intervene and proceed with an action brought under 3730(b), the Government may file its own complaint or amend the complaint of a person who has brought an action under section 3730(b) to clarify or add detail to the claims in which the Government is intervening and to add any additional claims with respect to which the Government contends it is entitled to relief. For statute of limitations purposes, any such Government pleading shall relate back to the filing date of the complaint of the person who originally brought the action, to the extent that the claim of the Government arises out of the conduct, transactions, or occurrences set forth, or attempted to be set forth, in the prior complaint of that person.
- (d) In any action brought under section 3730, the United States shall be required to prove all essential elements of the cause of action, including damages, by a preponderance of the evidence.
- (e) Notwithstanding any other provision of law, the Federal Rules of Criminal Procedure, or the Federal Rules of Evidence, a final judgment rendered in favor of the United States in any criminal proceeding charging fraud or false statements, whether upon a verdict after trial or upon a plea of guilty or nolo contendere, shall estop the defendant from denying the essential elements of the offense in any action which involves the same transaction as in the criminal proceeding and which is brought under subsection (a) or (b) of section 3730.

§ 3732. False claims jurisdiction

- (a) ACTIONS UNDER SECTION 3730.—Any action under section 3730 may be brought in any judicial district in which the defendant or, in the case of multiple defendants, any one defendant can be found, resides, transacts business, or in which any act proscribed by section 3729 occurred. A summons as required by the Federal Rules of Civil Procedure shall be issued by the appropriate district court and served at any place within or outside the United States.
- (b) CLAIMS UNDER STATE LAW.—The district courts shall have jurisdiction over any action brought under the laws of any State for the recovery of funds paid by a State or local

government if the action arises from the same transaction or occurrence as an action brought under section 3730.

(c) SERVICE ON STATE OR LOCAL AUTHORITIES.—With respect to any State or local government that is named as a co-plaintiff with the United States in an action brought under subsection (b), a seal on the action ordered by the court under section 3730(b) shall not preclude the Government or the person bringing the action from serving the complaint, any other pleadings, or the written disclosure of substantially all material evidence and information possessed by the person bringing the action on the law enforcement authorities that are authorized under the law of that State or local government to investigate and prosecute such actions on behalf of such governments, except that such seal applies to the law enforcement authorities so served to the same extent as the seal applies to other parties in the action.

§ 3733. Civil investigative demands

(a) IN GENERAL.—

- (1) ISSUANCE AND SERVICE.—Whenever the Attorney General, or a designee (for purposes of this section), has reason to believe that any person may be in possession, custody, or control of any documentary material or information relevant to a false claims law investigation, the Attorney General, or a designee, may, before commencing a civil proceeding under section 3730(a) or other false claims law, or making an election under section 3730(b), issue in writing and cause to be served upon such person, a civil investigative demand requiring such person—
 - (A) to produce such documentary material for inspection and copying,
 - (B) to answer in writing written interrogatories with respect to such documentary material or information,
 - (C) to give oral testimony concerning such documentary material or information, or
 - (D) to furnish any combination of such material, answers, or testimony.

The Attorney General may delegate the authority to issue civil investigative demands under this subsection. Whenever a civil investigative demand is an express demand for any product of discovery, the Attorney General, the Deputy Attorney General, or an Assistant Attorney General shall cause to be served, in any manner authorized by this section, a copy of such demand upon the person from whom the discovery was obtained and shall notify the person to whom such demand is issued of the date on which such copy was served. Any information obtained by the Attorney

General or a designee of the Attorney General under this section may be shared with any qui tam relator if the Attorney General or designee determine it is necessary as part of any false claims act investigation.

(2) CONTENTS AND DEADLINES.—

- (A) Each civil investigative demand issued under paragraph (1) shall state the nature of the conduct constituting the alleged violation of a false claims law which is under investigation, and the applicable provision of law alleged to be violated.
- (B) If such demand is for the production of documentary material, the demand shall—
 - (i) describe each class of documentary material to be produced with such definiteness and certainty as to permit such material to be fairly identified;
 - (ii) prescribe a return date for each such class which will provide a reasonable period of time within which the material so demanded may be assembled and made available for inspection and copying; and
 - (iii) identify the false claims law investigator to whom such material shall be made available.
- (C) If such demand is for answers to written interrogatories, the demand shall—
 - (i) set forth with specificity the written interrogatories to be answered;
 - (ii) prescribe dates at which time answers to written interrogatories shall be submitted; and
 - (iii) identify the false claims law investigator to whom such answers shall be submitted.
- (D) If such demand is for the giving of oral testimony, the demand shall—
 - (i) prescribe a date, time, and place at which oral testimony shall be commenced;
 - (ii) identify a false claims law investigator who shall conduct the examination and the custodian to whom

- the transcript of such examination shall be submitted;
- (iii) specify that such attendance and testimony are necessary to the conduct of the investigation;
 - (iv) notify the person receiving the demand of the right to be accompanied by an attorney and any other representative; and
 - (v) describe the general purpose for which the demand is being issued and the general nature of the testimony, including the primary areas of inquiry, which will be taken pursuant to the demand.
- (E) Any civil investigative demand issued under this section which is an express demand for any product of discovery shall not be returned or returnable until 20 days after a copy of such demand has been served upon the person from whom the discovery was obtained.
- (F) The date prescribed for the commencement of oral testimony pursuant to a civil investigative demand issued under this section shall be a date which is not less than seven days after the date on which demand is received, unless the Attorney General or an Assistant Attorney General designated by the Attorney General determines that exceptional circumstances are present which warrant the commencement of such testimony within a lesser period of time.
- (G) The Attorney General shall not authorize the issuance under this section of more than one civil investigative demand for oral testimony by the same person unless the person requests otherwise or unless the Attorney General, after investigation, notifies that person in writing that an additional demand for oral testimony is necessary.

(b) **PROTECTED MATERIAL OR INFORMATION.—**

- (1) **IN GENERAL.**—A civil investigative demand issued under subsection (a) may not require the production of any documentary material, the submission of any answers to written interrogatories, or the giving of any oral testimony if such material, answers, or testimony would be protected from disclosure under—

- (A) the standards applicable to subpoenas or subpoenas duces tecum issued by a court of the United States to aid in a grand jury investigation; or
 - (B) the standards applicable to discovery requests under the Federal Rules of Civil Procedure, to the extent that the application of such standards to any such demand is appropriate and consistent with the provisions and purposes of this section.
- (2) EFFECT ON OTHER ORDERS, RULES, AND LAWS.—Any such demand which is an express demand for any product of discovery supersedes any inconsistent order, rule, or provision of law (other than this section) preventing or restraining disclosure of such product of discovery to any person. Disclosure of any product of discovery pursuant to any such express demand does not constitute a waiver of any right or privilege which the person making such disclosure may be entitled to invoke to resist discovery of trial preparation materials.

(c) SERVICE; JURISDICTION.—

- (1) BY WHOM SERVED.—Any civil investigative demand issued under subsection (a) may be served by a false claims law investigator, or by a United States marshal or a deputy marshal, at any place within the territorial jurisdiction of any court of the United States.
- (2) SERVICE IN FOREIGN COUNTRIES.—Any such demand or any petition filed under subsection (j) may be served upon any person who is not found within the territorial jurisdiction of any court of the United States in such manner as the Federal Rules of Civil Procedure prescribe for service in a foreign country. To the extent that the courts of the United States can assert jurisdiction over any such person consistent with due process, the United States District Court for the District of Columbia shall have the same jurisdiction to take any action respecting compliance with this section by any such person that such court would have if such person were personally within the jurisdiction of such court.

(d) SERVICE UPON LEGAL ENTITIES AND NATURAL PERSONS.—

- (1) LEGAL ENTITIES.—Service of any civil investigative demand issued under subsection (a) or of any petition filed under subsection (j) may be made upon a partnership, corporation, association, or other legal entity by—
 - (A) delivering an executed copy of such demand or petition to any partner, executive officer, managing agent, or general

agent of the partnership, corporation, association, or entity, or to any agent authorized by appointment or by law to receive service of process on behalf of such partnership, corporation, association, or entity;

- (B) delivering an executed copy of such demand or petition to the principal office or place of business of the partnership, corporation, association, or entity; or
- (C) depositing an executed copy of such demand or petition in the United States mails by registered or certified mail, with a return receipt requested, addressed to such partnership, corporation, association, or entity at its principal office or place of business.

- (2) NATURAL PERSONS.—Service of any such demand or petition may be made upon any natural person by—
 - (A) delivering an executed copy of such demand or petition to the person; or
 - (B) depositing an executed copy of such demand or petition in the United States mails by registered or certified mail, with a return receipt requested, addressed to the person at the person's residence or principal office or place of business.

(e) PROOF OF SERVICE.—A verified return by the individual serving any civil investigative demand issued under subsection (a) or any petition filed under subsection (j) setting forth the manner of such service shall be proof of such service. In the case of service by registered or certified mail, such return shall be accompanied by the return post office receipt of delivery of such demand.

(f) DOCUMENTARY MATERIAL.—

- (1) SWORN CERTIFICATES.—The production of documentary material in response to a civil investigative demand served under this section shall be made under a sworn certificate, in such form as the demand designates, by—
 - (A) in the case of a natural person, the person to whom the demand is directed, or
 - (B) in the case of a person other than a natural person, a person having knowledge of the facts and circumstances relating to such production and authorized to act on behalf of such person.

The certificate shall state that all of the documentary material required by the demand and in the possession, custody, or control of the person to whom the demand is directed has been produced and made available to the false claims law investigator identified in the demand.

- (2) PRODUCTION OF MATERIALS.—Any person upon whom any civil investigative demand for the production of documentary material has been served under this section shall make such material available for inspection and copying to the false claims law investigator identified in such demand at the principal place of business of such person, or at such other place as the false claims law investigator and the person thereafter may agree and prescribe in writing, or as the court may direct under subsection (j)(1). Such material shall be made so available on the return date specified in such demand, or on such later date as the false claims law investigator may prescribe in writing. Such person may, upon written agreement between the person and the false claims law investigator, substitute copies for originals of all or any part of such material.

(g) INTERROGATORIES.—Each interrogatory in a civil investigative demand served under this section shall be answered separately and fully in writing under oath and shall be submitted under a sworn certificate, in such form as the demand designates, by—

- (1) in the case of a natural person, the person to whom the demand is directed, or
(2) in the case of a person other than a natural person, the person or persons responsible for answering each interrogatory.

If any interrogatory is objected to, the reasons for the objection shall be stated in the certificate instead of an answer. The certificate shall state that all information required by the demand and in the possession, custody, control, or knowledge of the person to whom the demand is directed has been submitted. To the extent that any information is not furnished, the information shall be identified and reasons set forth with particularity regarding the reasons why the information was not furnished.

(h) ORAL EXAMINATIONS.—

- (1) PROCEDURES.—The examination of any person pursuant to a civil investigative demand for oral testimony served under this section shall be taken before an officer authorized to administer oaths and affirmations by the laws of the United States or of the place where the examination is held. The officer before whom the testimony is to be taken shall put the witness on oath or affirmation and shall, personally or by someone acting under the direction of the officer

and in the officer's presence, record the testimony of the witness. The testimony shall be taken stenographically and shall be transcribed. When the testimony is fully transcribed, the officer before whom the testimony is taken shall promptly transmit a copy of the transcript of the testimony to the custodian. This subsection shall not preclude the taking of testimony by any means authorized by, and in a manner consistent with, the Federal Rules of Civil Procedure.

- (2) PERSONS PRESENT.—The false claims law investigator conducting the examination shall exclude from the place where the examination is held all persons except the person giving the testimony, the attorney for and any other representative of the person giving the testimony, the attorney for the Government, any person who may be agreed upon by the attorney for the Government and the person giving the testimony, the officer before whom the testimony is to be taken, and any stenographer taking such testimony.
- (3) WHERE TESTIMONY TAKEN.—The oral testimony of any person taken pursuant to a civil investigative demand served under this section shall be taken in the judicial district of the United States within which such person resides, is found, or transacts business, or in such other place as may be agreed upon by the false claims law investigator conducting the examination and such person.
- (4) TRANSCRIPT OF TESTIMONY.—When the testimony is fully transcribed, the false claims law investigator or the officer before whom the testimony is taken shall afford the witness, who may be accompanied by counsel, a reasonable opportunity to examine and read the transcript, unless such examination and reading are waived by the witness. Any changes in form or substance which the witness desires to make shall be entered and identified upon the transcript by the officer or the false claims law investigator, with a statement of the reasons given by the witness for making such changes. The transcript shall then be signed by the witness, unless the witness in writing waives the signing, is ill, cannot be found, or refuses to sign. If the transcript is not signed by the witness within 30 days after being afforded a reasonable opportunity to examine it, the officer or the false claims law investigator shall sign it and state on the record the fact of the waiver, illness, absence of the witness, or the refusal to sign, together with the reasons, if any, given therefor.
- (5) CERTIFICATION AND DELIVERY TO CUSTODIAN.—The officer before whom the testimony is taken shall certify on the transcript that the witness was sworn by the officer and that the transcript is a true

record of the testimony given by the witness, and the officer or false claims law investigator shall promptly deliver the transcript, or send the transcript by registered or certified mail, to the custodian.

- (6) FURNISHING OR INSPECTION OF TRANSCRIPT BY WITNESS.—Upon payment of reasonable charges therefor, the false claims law investigator shall furnish a copy of the transcript to the witness only, except that the Attorney General, the Deputy Attorney General, or an Assistant Attorney General may, for good cause, limit such witness to inspection of the official transcript of the witness' testimony.
- (7) CONDUCT OF ORAL TESTIMONY.—
 - (A) Any person compelled to appear for oral testimony under a civil investigative demand issued under subsection (a) may be accompanied, represented, and advised by counsel. Counsel may advise such person, in confidence, with respect to any question asked of such person. Such person or counsel may object on the record to any question, in whole or in part, and shall briefly state for the record the reason for the objection. An objection may be made, received, and entered upon the record when it is claimed that such person is entitled to refuse to answer the question on the grounds of any constitutional or other legal right or privilege, including the privilege against self-incrimination. Such person may not otherwise object to or refuse to answer any question, and may not directly or through counsel otherwise interrupt the oral examination. If such person refuses to answer any question, a petition may be filed in the district court of the United States under subsection (j)(1) for an order compelling such person to answer such question.
 - (B) If such person refuses to answer any question on the grounds of the privilege against self-incrimination, the testimony of such person may be compelled in accordance with the provisions of part V of title 18 [18 USCS §§ 6001 et seq.].
- (8) WITNESS FEES AND ALLOWANCES.—Any person appearing for oral testimony under a civil investigative demand issued under subsection (a) shall be entitled to the same fees and allowances which are paid to witnesses in the district courts of the United States.

(i) CUSTODIANS OF DOCUMENTS, ANSWERS, AND TRANSCRIPTS.—

- (1) DESIGNATION.—The Attorney General shall designate a false claims law investigator to serve as custodian of documentary material, answers to interrogatories, and transcripts of oral testimony received under this section, and shall designate such additional false claims law investigators as the Attorney General determines from time to time to be necessary to serve as deputies to the custodian.
- (2) RESPONSIBILITY FOR MATERIALS; DISCLOSURE.—
 - (A) A false claims law investigator who receives any documentary material, answers to interrogatories, or transcripts of oral testimony under this section shall transmit them to the custodian. The custodian shall take physical possession of such material, answers, or transcripts and shall be responsible for the use made of them and for the return of documentary material under paragraph (4).
 - (B) The custodian may cause the preparation of such copies of such documentary material, answers to interrogatories, or transcripts of oral testimony as may be required for official use by any false claims law investigator, or other officer or employee of the Department of Justice. Such material, answers, and transcripts may be used by any such authorized false claims law investigator or other officer or employee in connection with the taking of oral testimony under this section.
 - (C) Except as otherwise provided in this subsection, no documentary material, answers to interrogatories, or transcripts of oral testimony, or copies thereof, while in the possession of the custodian, shall be available for examination by any individual other than a false claims law investigator or other officer or employee of the Department of Justice authorized under subparagraph (B). The prohibition in the preceding sentence on the availability of material, answers, or transcripts shall not apply if consent is given by the person who produced such material, answers, or transcripts, or, in the case of any product of discovery produced pursuant to an express demand for such material, consent is given by the person from whom the discovery was obtained. Nothing in this subparagraph is intended to prevent disclosure to the Congress, including any committee or subcommittee of the Congress, or to any

other agency of the United States for use by such agency in furtherance of its statutory responsibilities.

- (D) While in the possession of the custodian and under such reasonable terms and conditions as the Attorney General shall prescribe—
 - (i) documentary material and answers to interrogatories shall be available for examination by the person who produced such material or answers, or by a representative of that person authorized by that person to examine such material and answers; and
 - (ii) transcripts of oral testimony shall be available for examination by the person who produced such testimony, or by a representative of that person authorized by that person to examine such transcripts.
- (3) USE OF MATERIAL, ANSWERS, OR TRANSCRIPTS IN OTHER PROCEEDINGS.—Whenever any attorney of the Department of Justice has been designated to appear before any court, grand jury, or Federal agency in any case or proceeding, the custodian of any documentary material, answers to interrogatories, or transcripts of oral testimony received under this section may deliver to such attorney such material, answers, or transcripts for official use in connection with any such case or proceeding as such attorney determines to be required. Upon the completion of any such case or proceeding, such attorney shall return to the custodian any such material, answers, or transcripts so delivered which have not passed into the control of such court, grand jury, or agency through introduction into the record of such case or proceeding.
- (4) CONDITIONS FOR RETURN OF MATERIAL.—If any documentary material has been produced by any person in the course of any false claims law investigation pursuant to a civil investigative demand under this section, and—
 - (A) any case or proceeding before the court or grand jury arising out of such investigation, or any proceeding before any Federal agency involving such material, has been completed, or
 - (B) no case or proceeding in which such material may be used has been commenced within a reasonable time after completion of the examination and analysis of all

documentary material and other information assembled in the course of such investigation,

the custodian shall, upon written request of the person who produced such material, return to such person any such material (other than copies furnished to the false claims law investigator under subsection (f)(2) or made for the Department of Justice under paragraph (2)(B)) which has not passed into the control of any court, grand jury, or agency through introduction into the record of such case or proceeding.

- (5) APPOINTMENT OF SUCCESSOR CUSTODIANS.—In the event of the death, disability, or separation from service in the Department of Justice of the custodian of any documentary material, answers to interrogatories, or transcripts of oral testimony produced pursuant to a civil investigative demand under this section, or in the event of the official relief of such custodian from responsibility for the custody and control of such material, answers, or transcripts, the Attorney General shall promptly—
- (A) designate another false claims law investigator to serve as custodian of such material, answers, or transcripts, and
 - (B) transmit in writing to the person who produced such material, answers, or testimony notice of the identity and address of the successor so designated.

Any person who is designated to be a successor under this paragraph shall have, with regard to such material, answers, or transcripts, the same duties and responsibilities as were imposed by this section upon that person's predecessor in office, except that the successor shall not be held responsible for any default or dereliction which occurred before that designation.

(j) JUDICIAL PROCEEDINGS.—

- (1) PETITION FOR ENFORCEMENT.—Whenever any person fails to comply with any civil investigative demand issued under subsection (a), or whenever satisfactory copying or reproduction of any material requested in such demand cannot be done and such person refuses to surrender such material, the Attorney General may file, in the district court of the United States for any judicial district in which such person resides, is found, or transacts business, and serve upon such person a petition for an order of such court for the enforcement of the civil investigative demand.
- (2) PETITION TO MODIFY OR SET ASIDE DEMAND.—

- (A) Any person who has received a civil investigative demand issued under subsection (a) may file, in the district court of the United States for the judicial district within which such person resides, is found, or transacts business, and serve upon the false claims law investigator identified in such demand a petition for an order of the court to modify or set aside such demand. In the case of a petition addressed to an express demand for any product of discovery, a petition to modify or set aside such demand may be brought only in the district court of the United States for the judicial district in which the proceeding in which such discovery was obtained is or was last pending. Any petition under this subparagraph must be filed—
- (i) within 20 days after the date of service of the civil investigative demand, or at any time before the return date specified in the demand, whichever date is earlier, or
- (ii) within such longer period as may be prescribed in writing by any false claims law investigator identified in the demand.
- (B) The petition shall specify each ground upon which the petitioner relies in seeking relief under subparagraph (A), and may be based upon any failure of the demand to comply with the provisions of this section or upon any constitutional or other legal right or privilege of such person. During the pendency of the petition in the court, the court may stay, as it deems proper, the running of the time allowed for compliance with the demand, in whole or in part, except that the person filing the petition shall comply with any portions of the demand not sought to be modified or set aside.
- (3) PETITION TO MODIFY OR SET ASIDE DEMAND FOR PRODUCT OF DISCOVERY.—
- (A) In the case of any civil investigative demand issued under subsection (a) which is an express demand for any product of discovery, the person from whom such discovery was obtained may file, in the district court of the United States for the judicial district in which the proceeding in which such discovery was obtained is or was last pending, and serve upon any false claims law investigator identified in the demand and upon the recipient of the demand, a petition for an order of such court to modify or set aside

those portions of the demand requiring production of any such product of discovery. Any petition under this subparagraph must be filed—

- (i) within 20 days after the date of service of the civil investigative demand, or at any time before the return date specified in the demand, whichever date is earlier, or
 - (ii) within such longer period as may be prescribed in writing by any false claims law investigator identified in the demand.
- (B) The petition shall specify each ground upon which the petitioner relies in seeking relief under subparagraph (A), and may be based upon any failure of the portions of the demand from which relief is sought to comply with the provisions of this section, or upon any constitutional or other legal right or privilege of the petitioner. During the pendency of the petition, the court may stay, as it deems proper, compliance with the demand and the running of the time allowed for compliance with the demand.
- (4) PETITION TO REQUIRE PERFORMANCE BY CUSTODIAN OF DUTIES.— At any time during which any custodian is in custody or control of any documentary material or answers to interrogatories produced, or transcripts of oral testimony given, by any person in compliance with any civil investigative demand issued under subsection (a), such person, and in the case of an express demand for any product of discovery, the person from whom such discovery was obtained, may file, in the district court of the United States for the judicial district within which the office of such custodian is situated, and serve upon such custodian, a petition for an order of such court to require the performance by the custodian of any duty imposed upon the custodian by this section.
- (5) JURISDICTION.—Whenever any petition is filed in any district court of the United States under this subsection, such court shall have jurisdiction to hear and determine the matter so presented, and to enter such order or orders as may be required to carry out the provisions of this section. Any final order so entered shall be subject to appeal under section 1291 of title 28. Any disobedience of any final order entered under this section by any court shall be punished as a contempt of the court.
- (6) APPLICABILITY OF FEDERAL RULES OF CIVIL PROCEDURE.—The Federal Rules of Civil Procedure shall apply to any petition under

this subsection, to the extent that such rules are not inconsistent with the provisions of this section.

(k) DISCLOSURE EXEMPTION.—Any documentary material, answers to written interrogatories, or oral testimony provided under any civil investigative demand issued under subsection (a) shall be exempt from disclosure under section 552 of title 5.

(l) DEFINITIONS.—For purposes of this section—

- (1) the term “false claims law” means—
 - (A) this section and sections 3729 through 3732; and
 - (B) any Act of Congress enacted after the date of the enactment of this section [enacted Oct. 27, 1986] which prohibits, or makes available to the United States in any court of the United States any civil remedy with respect to, any false claim against, bribery of, or corruption of any officer or employee of the United States;
- (2) the term “false claims law investigation” means any inquiry conducted by any false claims law investigator for the purpose of ascertaining whether any person is or has been engaged in any violation of a false claims law;
- (3) the term “false claims law investigator” means any attorney or investigator employed by the Department of Justice who is charged with the duty of enforcing or carrying into effect any false claims law, or any officer or employee of the United States acting under the direction and supervision of such attorney or investigator in connection with a false claims law investigation;
- (4) the term “person” means any natural person, partnership, corporation, association, or other legal entity, including any State or political subdivision of a State;
- (5) the term “documentary material” includes the original or any copy of any book, record, report, memorandum, paper, communication, tabulation, chart, or other document, or data compilations stored in or accessible through computer or other information retrieval systems, together with instructions and all other materials necessary to use or interpret such data compilations, and any product of discovery;
- (6) the term “custodian” means the custodian, or any deputy custodian, designated by the Attorney General under subsection (i)(1);
- (7) the term “product of discovery” includes—

- (A) the original or duplicate of any deposition, interrogatory, document, thing, result of the inspection of land or other property, examination, or admission, which is obtained by any method of discovery in any judicial or administrative proceeding of an adversarial nature;
 - (B) any digest, analysis, selection, compilation, or derivation of any item listed in subparagraph (A); and
 - (C) any index or other manner of access to any item listed in subparagraph (A); and
- (8) the term “official use” means any use that is consistent with the law, and the regulations and policies of the Department of Justice, including use in connection with internal Department of Justice memoranda and reports; communications between the Department of Justice and a Federal, State, or local government agency, or a contractor of a Federal, State, or local government agency, undertaken in furtherance of a Department of Justice investigation or prosecution of a case; interviews of any qui tam relator or other witness; oral examinations; depositions; preparation for and response to civil discovery requests; introduction into the record of a case or proceeding; applications, motions, memoranda and briefs submitted to a court or other tribunal; and communications with Government investigators, auditors, consultants and experts, the counsel of other parties, arbitrators and mediators, concerning an investigation, case or proceeding.

79 Phil. N 1903 (16+)
Thirty-first Congress of the United States of America;

At the First Session,

Began and held at the City of Washington on Monday, the second day of December, one thousand eight hundred and eighty-nine.

AN ACT

To protect trade and commerce against unlawful restraints and monopolies.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

Sec. 1. Every contract, combination in the form of trust or otherwise, or conspiracy in restraint of trade or commerce among the several States, or with foreign nations, is hereby declared to be illegal. Every person who shall transact any such contract or engage in any such combination or conspiracy, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by fine not exceeding five thousand dollars, or by imprisonment not exceeding one year, or by both said punishments, in the discretion of the court.

Sec. 2. Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several States, or with foreign nations, shall be deemed guilty of a misdemeanor; and, on conviction thereof, shall be punished by fine not exceeding five thousand dollars, or by imprisonment not exceeding one year, or by both said punishments, in the discretion of the court.

Sec. 3. Every contract, combination in form of trust or otherwise, or conspiracy, in restraint of trade or commerce in any Territory of the United States or of the District of Columbia, or in restraint of trade or commerce between any such Territory and another, or between any such Territory or Territories and any State or States or the District of Columbia, or with foreign nations, or between the District of Columbia and any State or States or foreign nations, is hereby declared illegal. Every person who shall make any such contract or engage in any such combination or conspiracy, shall be deemed guilty of a misdemeanor, and, on conviction thereof, shall be punished by fine not exceeding five thousand dollars, or by imprisonment not exceeding one year, or by both said punishments, in the discretion of the court.

Sec. 4. The several circuit courts of the United States are hereby

Civil Engineer

DEPARTMENT OF THE ARMY

Army Installation Management Command

Directorate of Public Works - Engineering Division - Project Management

Summary

About the Position: To serve as a senior engineer, performing operations and maintenance (O&M) duties in support of a military installation.

Overview

Accepting applications

Open & closing dates

 06/22/2023 to 06/28/2023

Salary

\$95,737 - \$123,748 per year

A Recruitment/Relocation Incentive of 20% of your annual rate of pay has been authorized with a 3 year service agreement for this position.

Pay scale & grade

GS 12

Location

1 vacancy in the following location:

 Fort Wainwright, AK

Remote job

No

Telework eligible

Yes—as determined by the agency policy.

Travel Required

Occasional travel - You may be expected to travel for this position.

Relocation expenses reimbursed

Yes— You may qualify for reimbursement of relocation expenses in accordance with agency policy.

Appointment type

Permanent -

Work schedule

Full-time -

Service

Competitive

Promotion potential

None

Job family (Series)

[0810 Civil Engineering](#)

([/Search/Results?j=0810](#)).

Supervisory status

No

Security clearance

[Not Required](#)

([/Help/faq/job-announcement/security-clearances/](#)).

Drug test

No

Position sensitivity and risk

[Non-sensitive \(NS\)/Low Risk](#)

([https://www.usajobs.gov/Help/faq/job-announcement/security-clearances/](#)).

Trust determination process

[Suitability/Fitness](#)

([https://www.usajobs.gov/Help/faq/job-announcement/security-clearances/](#)).

Announcement number

WTEV233894679955

Control number

732961700

This job is open to



[Career transition \(CTAP, ICTAP, RPL\)](#)

Federal employees who meet the definition of a "surplus" or "displaced" employee.



[Internal to an agency](#)

Current federal employees of this agency.



[Land & base management](#)

Certain current or former term or temporary federal employees of a land or base management agency.

[**Military spouses**](#)[**Veterans**](#)

Clarification from the agency

See "Who May Apply" in the "Qualifications" section for more information on who is eligible to apply for this position.

Duties

- Perform planning and design work for substantial multi-phase, repair renovations improvements and new construction for real property facilities.
- Prepare and/or provide technical review of design calculations, analyses, drawings, and specifications to ensure compliance with project requirements.
- Serve as Directorate of Public Works single point of contact for all design aspects of assigned projects.
- Develop scopes of work and plans and specifications using computer Aided Design Drafting (CADD) system, project management and/or word processing software for project management.
- Prepare status reports, payment estimates throughout the design and construction stages.

Requirements

Conditions of Employment

- Appointment may be subject to a suitability or fitness determination, as determined by a completed background investigation.
- This position requires you to submit a Confidential Financial Disclosure Report (OGE450) upon entry, and annually thereafter.
- You may be expected to travel TDY up to 5% of the time.

Qualifications

Who May Apply: Only applicants who meet one of the employment authority categories below are eligible to apply for this job. You will be asked to identify which category or categories you meet, and to provide documents which prove you meet the category or categories you selected. See [Proof of Eligibility](#)

(https://portal.chra.army.mil/hr_public?id=kb_article&sysparm_article=KB0016281)

for an extensive list of document requirements for all employment authorities.

- Current Department of Army Civilian Employees
- Domestic Defense Industrial Base/Major Range and Test Facilities Base Civilian Personnel Workforce
- Interagency Career Transition Assistance Plan
- Land Management Workforce Flexibility Act
- Military Spouses, under Executive Order (E.O.) 13473
- Priority Placement Program, DoD Military Spouse Preference (MSP) Eligible
- Veterans Employment Opportunity Act (VEOA) of 1998

In order to qualify, you must meet the education and experience requirements described below. Experience refers to paid and unpaid experience, including volunteer work done through National Service programs (e.g., Peace Corps, AmeriCorps) and other organizations (e.g., professional; philanthropic; religious; spiritual; community; student; social). You will receive credit for all qualifying experience, including volunteer experience. Your resume must clearly describe your relevant experience; if qualifying based on education, your transcripts will be required as part of your application. Additional information about transcripts is [in this document](#) (https://portal.chra.army.mil/hr_public?id=kb_article&sysparm_article=KB0016283).

Basic Requirement for Engineer:

A. Degree: Bachelor's degree (or higher degree) in engineering. To be acceptable, the program must: (1) lead to a bachelor's degree (or higher degree) in a school of engineering with at least one program accredited by the Accreditation Board for Engineering and Technology (ABET); OR (2) include differential and integral calculus and courses (more advanced than first-year physics and chemistry) in five of the following seven areas of engineering science or physics: (a) statics, dynamics; (b) strength of materials (stress-strain relationships); (c) fluid mechanics, hydraulics; (d) thermodynamics; (e) electrical fields and circuits; (f) nature and properties of materials (relating particle and aggregate structure to properties); and (g) any other comparable area of fundamental engineering science or physics, such as optics, heat transfer, soil mechanics, or electronics.

OR

B. Combination of Education and Experience: College-level education, training, and/or technical experience that furnished (1) a thorough knowledge of the physical and mathematical sciences underlying engineering, and (2) a good understanding, both theoretical and practical, of the engineering sciences and techniques and their applications to one of the branches of engineering. The adequacy of such background must be demonstrated by one of the following:

1. Professional registration or licensure - Current registration as an Engineer Intern (EI), Engineer in Training (EIT), or licensure as a Professional Engineer (PE) by any State, the District of Columbia, Guam, or Puerto Rico. Absent other means of qualifying under this standard, those applicants who achieved such registration by means other than written test (e.g., State grandfather or eminence provisions) are eligible only for positions that are within or closely related to the specialty field of their registration. For example, an applicant who attains registration through a State Board's eminence provision as a manufacturing engineer typically would be rated eligible only for manufacturing engineering positions.

2. Written Test - Evidence of having successfully passed the Fundamentals of Engineering (FE) examination, or any other written test required for professional registration, by an engineering licensure board in the various States, the District of Columbia, Guam, or Puerto Rico.

3. Specified academic courses - Successful completion of at least 60 semester hours of courses in the physical, mathematical, and engineering sciences and that included the courses specified in A above. The courses must be fully acceptable toward meeting the requirements of an engineering program.

4. Related curriculum - Successful completion of a curriculum leading to a bachelor's degree in an appropriate scientific field, e.g., engineering technology, physics, chemistry, architecture, computer science, mathematics, hydrology, or geology, may be accepted in lieu of a degree in engineering, provided the applicant has had at least 1 year of professional engineering experience acquired under professional engineering supervision and guidance. Ordinarily there should be either an established plan of intensive training to develop professional engineering competence, or several years of prior professional engineering-type experience, e.g., in interdisciplinary positions.

In addition to meeting the basic requirement above, to qualify for this position you must also meet the qualification requirements listed below.

You **must also have one year** of specialized experience to qualify.

Specialized Experience: One year of specialized experience which includes performing professional engineering services for one or more phases of new construction, renovation and/or improvement projects for real property facilities. This definition of specialized experience is typical of work performed at the next lower grade/level position in the federal service (GS-11).

Some federal jobs allow you to substitute your education for the required experience in order to qualify. For this job, you must meet

the qualification requirement using experience alone--no substitution of education for experience is permitted.

You will be evaluated on the basis of your level of competency in the following areas:

- Building and Construction
- Contracting/Procurement
- Oral Communication
- Project Management
- Technical Competence

Time in Grade Requirement: Applicants who have held a General Schedule (GS) position within the last 52 weeks must have 52 weeks of Federal service at the next lower grade or equivalent (GS-11).

Education

FOREIGN EDUCATION: If you are using education completed in foreign colleges or universities to meet the qualification requirements, you must show the education credentials have been evaluated by a private organization that specializes in interpretation of foreign education programs and such education has been deemed equivalent to that gained in an accredited U.S. education program; or full credit has been given for the courses at a U.S. accredited college or university. For further information, visit: [\(http://www.ed.gov/about/offices/list/ous/international/usnei/us/edlite-visitus-forrecog.html\)](http://www.ed.gov/about/offices/list/ous/international/usnei/us/edlite-visitus-forrecog.html)

Only degrees from an accredited college or university recognized by the Department of Education are acceptable to meet positive education requirements or to substitute education for experience. For additional information, please go to the Office of Personnel Management (OPM) and U.S. Department of Education websites at - <http://www.opm.gov/qualifications> and

[\(http://www.ed.gov/admins/finaid/accred/index.html\)](http://www.ed.gov/admins/finaid/accred/index.html)

Additional information

- Male applicants born after December 31, 1959, must complete a Pre-Employment Certification Statement for Selective Service Registration.
- You will be required to provide proof of U.S. Citizenship.
- One year trial/probationary period may be required.
- Direct deposit of pay is required.
- This position requires you to submit a Public Financial Disclosure Report (OGE 278) or a Confidential Financial Disclosure Report (OGE450) upon entry, and annually thereafter.
- Selection is subject to restrictions resulting from Department of Defense referral system for displaced employees.
- If you have retired from federal service and you are interested in employment as a reemployed annuitant, see the information in the [Reemployed Annuitant](https://portal.chra.army.mil/hr_public?id=kb_article&sysparm_article=KB0016277) (https://portal.chra.army.mil/hr_public?id=kb_article&sysparm_article=KB0016277) information sheet.

- This is a(n) Engineers and Scientists Career Field (CF) position.
- You may claim military spouse preference (MSP).
- Multiple positions may be filled from this announcement.
- Salary includes applicable locality pay or Local Market Supplement.
- When you perform a Civilian Permanent Change of Station (PCS) with the government, the Internal Revenue Service (IRS) considers the majority of your entitlements to be taxable. Visit <https://www.dfas.mil/civilianemployees/civrelo/Civilian-Moving-Expenses-Tax-Deduction/> (<https://www.dfas.mil/civilianemployees/civrelo/Civilian-Moving-Expenses-Tax-Deduction/>), for more information.
- Permanent Change of Station (PCS) allowances may be authorized, subject to the provisions of the Joint Travel Regulations and an agency determination that a PCS move is in the Government Interest.
- Further certification from this announcement may take place up to 90 days beyond the closing date of this announcement.
- Failure to provide all of the required information as stated in this vacancy announcement may result in an ineligible rating or may affect the overall rating.
- Alaska is considered an overseas location, statutory return rights are applicable in many circumstances.
- Student Loan Repayment May be authorized.
- A Recruitment/Relocation Incentive of 20% of your annual rate of pay has been authorized with a 3 year service agreement for this position.
- Currently, this position is authorized 2.01% Cost of Living Allowance in addition to the salary listed.

Benefits

A career with the U.S. government provides employees with a comprehensive benefits package. As a federal employee, you and your family will have access to a range of benefits that are designed to make your federal career very rewarding. [Learn more about federal benefits](https://www.usajobs.gov/Help/working-in-government/benefits/)

(<https://www.usajobs.gov/Help/working-in-government/benefits/>)

•

[Review our benefits](#)

(<https://www.usajobs.gov/Help/working-in-government/>)

Eligibility for benefits depends on the type of position you hold and whether your position is full-time, part-time or intermittent. Contact the hiring agency for more information on the specific benefits offered.

How You Will Be Evaluated

You will be evaluated for this job based on how well you meet the qualifications above.

Once the announcement has closed, a review of [your application package](#) (resume, supporting documents, and responses to the questionnaire) will be used to determine whether you meet the qualification requirements listed on this announcement. If you are minimally qualified, your rsum and supporting documentation will be compared against your responses to the assessment questionnaire to determine your level of experience. If, after reviewing your rsum and/or supporting documentation, a determination is made that you have inflated your qualifications and/or experience, you may lose consideration for this position. Please follow all instructions carefully when applying, errors or omissions may affect your eligibility.

You should list any relevant performance appraisals and incentive awards in your resume as that information may be taken into consideration during the selection process. If selected, you may be required to provide supporting documentation.

Interagency Career Transition Assistance Program (ICTAP). If you are a Federal employee in the competitive service and your agency has notified you in writing that you are a displaced employee eligible for ICTAP consideration, you may receive selection priority for this position. To receive selection priority, you must: (1) meet ICTAP eligibility criteria (2) be rated well-qualified for the position and; (3) submit the appropriate documentation to support your ICTAP eligibility. To be considered well-qualified and receive selection priority applicants must satisfy all qualification requirements for the position and receive a score of 90 or above. Additional information about the program is on [OPM's Career Transition Resources website](#).

Required Documents

The documents you are required to submit vary based on the authority you are using to apply (i.e., applying as a veteran, applying as a current permanent Federal employee, applying as a reinstatement, etc). Please review the following links to see which documents you need to provide to prove your eligibility to apply: [Applicant Checklist for Internal/Merit Promotion Announcements](#) (https://portal.chra.army.mil/hr_public?id=kb_article&sysparm_article=KB0016281).

As described above, your complete application includes your resume, your responses to the online questionnaire, and documents which prove your eligibility to apply. **If you fail to provide these documents, you will be marked as having an incomplete application package and you will not be considered any further.**

1. Your resume:

- Your resume may be submitted in any format and must support the specialized experience described in this announcement.
- If your resume includes a photograph or other inappropriate material or content, it will not be used to make eligibility and qualification determinations and you may not be considered for this vacancy.
- For qualifications determinations your resume must contain hours worked per week and the dates of employment (i.e., HRS per week and month/year to month/year or month/year to present). If your resume does not contain this information, your application may be marked as incomplete and you may not receive consideration for this position.
- For additional information see: [What to include in your resume](#) (<https://www.usajobs.gov/Help/faq/application/documents/resume/what-to-include/>).

2. Other supporting documents:

- Cover Letter, optional
- Most recent Performance Appraisal, if applicable
- **Proof of Eligibility to Apply:** Your application must include the documents which **prove you are eligible to apply** for the vacancy. The [Proof of Eligibility](#) (https://portal.chra.army.mil/hr_public?id=kb_article&sysparm_article=KB0016281) document describes authorities commonly used in merit promotion recruitment and what document(s) are required to prove you meet the requirements of the authority. You must meet the requirements of at least one of the authorities listed in the **Who May Apply** section above to receive further consideration.
- **Time-in-grade documentation:** If you are applying for a higher grade and your SF-50 has an effective date within the past year, it may not clearly demonstrate you meet the one year time-in-grade requirement so you will need to provide an SF-50 which clearly demonstrates you meet the time-in-grade requirements (examples of appropriate SF-50s include Promotions, Within-grade Grade/Range Increases, and SF-50s with an effective date more than one year old).

- This position has an individual occupational requirement and/or allows for substitution of education for experience. If you meet this requirement based on education you MUST submit a copy of your transcript with your application package or you will be rated ineligible. See: [Transcripts and Licenses](https://portal.chra.army.mil/hr_public?id=kb_article&sysparm_article=KB0016283) (https://portal.chra.army.mil/hr_public?id=kb_article&sysparm_article=KB0016283)

NOTE: Documents submitted as part of the application package, to include supplemental documents, may be shared beyond the Human Resources Office. Some supplemental documents such as military orders and marriage certificates may contain personal information for someone other than you. You may sanitize these documents to remove another person's personal information before you submit your application. You may be asked to provide an un-sanitized version of the documents if you are selected to confirm your eligibility.

If you are relying on your education to meet qualification requirements:

Education must be accredited by an accrediting institution recognized by the U.S. Department of Education in order for it to be credited towards qualifications. Therefore, provide only the attendance and/or degrees from schools accredited by accrediting institutions recognized by the U.S. Department of Education
(<http://www.ed.gov/admins/finaid/accred/>)

Failure to provide all of the required information as stated in this vacancy announcement may result in an ineligible rating or may affect the overall rating.

How to Apply

To apply for this position, you must complete the online questionnaire and submit the documentation specified in the **Required Documents** section above.

The complete application package must be submitted by 11:59 PM (EST) on 06/28/2023 to receive consideration.

- To begin, click **Apply** to access the online application. You will need to be logged into your USAJOBS account to apply. If you do not have a USAJOBS account, you will need to create one before beginning the application
(<https://apply.usastaffing.gov/ViewQuestionnaire/12019955>
(<https://apply.usastaffing.gov/ViewQuestionnaire/12019955>),).
- Follow the prompts to **select your rsum and/or other supporting documents** to be included with your application package. You will have the opportunity to upload additional documents to include in your application before it is submitted. Your uploaded documents may take several hours to clear the virus scan process.
- After acknowledging you have reviewed your application package, complete the Include Personal Information section as you deem appropriate and **click to continue with the application process**.
- You will be taken to the online application which you must complete in order to apply for the position. Complete the online application, verify the required documentation is included with your application package, and submit the application. **You must re-select your resume and/or other documents from your USAJOBS account or your application will be incomplete.**
- It is your responsibility to verify that your application package (resume, supporting documents, and responses to the questionnaire) is complete, accurate, and submitted by the closing date. Uploaded documents may take up to one hour to clear the virus scan.
- Additional information on how to complete the online application process and submit your online application may be found on the [USA Staffing Applicant Resource Center](#)

[\(<https://help.usastaffing.gov/Apply/index.php?title=Applicant>\)](https://help.usastaffing.gov/Apply/index.php?title=Applicant)

To verify the status of your application, log into your USAJOBS account (<https://my.usajobs.gov/Account/Login>), all of your applications will appear on the Welcome screen. The Application Status will appear along with the date your application was last updated. For information on what each Application Status means, visit: <https://www.usajobs.gov/Help/how-to/application/status/> (<https://www.usajobs.gov/Help/how-to/application/status/>).

Agency contact information

Army Applicant Help Desk

Website

https://portal.chra.army.mil/hr_public?id=app_inq
(https://portal.chra.army.mil/hr_public?id=app_inq).

Address

EV-APF-W6L7AA US ARMY GARRISON, FORT WAINWRIGHT
DO NOT MAIL
Fort Wainwright, AK 99703
US

[Learn more about this agency](#)
(#agency-modal-trigger)

Next steps

If you provided an email address, you will receive an email message acknowledging receipt of your application. Your application package will be used to determine your eligibility, qualifications, and quality ranking for this position. If you are determined to be ineligible or not qualified, your application will receive no further consideration.

Fair & Transparent

The Federal hiring process is set up to be fair and transparent. Please read the following guidance.

[Equal Employment Opportunity \(EEO\) Policy](#)

(</Help/equal-employment-opportunity/>).

[Financial suitability](#)

(</Help/working-in-government/fair-and-transparent/financial-suitability/>).

[New employee probationary period](#)

(</Help/working-in-government/fair-and-transparent/probationary-period/>).

[Privacy Act](#)

(</Help/working-in-government/fair-and-transparent/privacy-act/>).

[Reasonable accommodation policy](#)

(</Help/reasonable-accommodation/>).

[Selective Service](#)

(</Help/working-in-government/fair-and-transparent/selective-service/>).

[Signature and false statements](#)

(</Help/working-in-government/fair-and-transparent/signature-false-statements/>).

[Social security number request](#)

(</Help/working-in-government/fair-and-transparent/social-security-number/>).

SUPERVISORY GENERAL ENGINEER

DEPARTMENT OF THE ARMY
Army Installation Management Command

Summary

About the Position: Serve as Deputy Director, Directorate of Public Works (DPW), and professional engineering advisor to the DPW and installation staff.

About the Location: Fairbanks, Alaska-many cultures; (ice)fishing, hunting, hiking, camping, snowboarding, skiing; spectacular views of Northern Lights; life-size ice sculptures. Winter temps 8 degrees F to minus 19 (extremes minus 30s) about 4 hours daylight; summer temps 70s/ 80s about 22 hours daylight.

Overview

Reviewing applications

Open & closing dates

⌚ 04/18/2023 to 05/01/2023

Salary

\$111,026 - \$144,331 per year

The advertised salary does not include current rate of 2.01% tax free COLA.

Pay scale & grade

GS 13

Location

1 vacancy in the following location:

📍 Fort Wainwright, AK

Remote job

No

Telework eligible

Yes—as determined by the agency policy.

Travel Required

Occasional travel - You may be expected to travel for this position.

Relocation expenses reimbursed

Yes— You may qualify for reimbursement of relocation expenses in accordance with agency policy.

Appointment type

Permanent -

Work schedule

Full-time -

Service

Competitive

Promotion potential

None

Job family (Series)0801 General Engineering
(/Search/Results?j=0801).**Supervisory status**

Yes

Security clearanceNot Required
(/Help/faq/job-announcement/security-clearances/).**Drug test**

No

Position sensitivity and riskNon-sensitive (NS)/Low Risk
(https://www.usajobs.gov/Help/faq/job-announcement/security-clearances/).**Trust determination process**Suitability/Fitness
(https://www.usajobs.gov/Help/faq/job-announcement/security-clearances/)**Announcement number**

WTEV232647531102

Control number

719822200

This job is open to

**Career transition (CTAP, ICTAP, RPL)**

Federal employees who meet the definition of a "surplus" or "displaced" employee.

**Federal employees - Competitive service**

Current or former competitive service federal employees.

**Land & base management**

Certain current or former term or temporary federal employees of a land or base management agency.

 **Military spouses** **Special authorities**

Individuals eligible under a special authority not listed above, but defined in the federal hiring regulations.

 **Veterans**

Clarification from the agency

See "Who May Apply" in the "Qualifications" section for more information on who is eligible to apply for this position.

Duties

- Develop long-range plans for programs and activities which include requirements for operations, phases of development, budget, and process for accomplishing assigned missions.
- Direct the overall and individual activities of the organization.
- Serve as a consultant to Fort Wainwright agencies and between local government and municipalities on engineering matters.
- Provide expert technical engineering advice on complex matters concerning engineering projects, use of existing facilities, additional budget requirements, etc.
- Determine continuation or abandonment of projects by reviewing overall planning reports, cost requirements, feasibility, and derived benefits.

Requirements

Conditions of Employment

- Appointment may be subject to a suitability or fitness determination, as determined by a completed background investigation.

Qualifications

Who May Apply: Only applicants who meet one of the employment authority categories below are eligible to apply for this job. You will be asked to identify which category or categories you meet, and to provide documents which prove you meet the category or categories you selected. See [Proof of Eligibility](#).

(https://portal.chra.army.mil/hr_public?id=kb_article&sysparm_article=KB0016281)

for an extensive list of document requirements for all employment authorities.

- 30 Percent or More Disabled Veterans
- Current Department of Army Civilian Employees
- Current Department of Defense (DOD) Civilian Employee (non-Army)
- Domestic Defense Industrial Base/Major Range and Test Facilities Base Civilian Personnel Workforce
- Interagency Career Transition Assistance Plan
- Land Management Workforce Flexibility Act
- Military Spouses, under Executive Order (E.O.) 13473

- Non-Appropriated Fund Instrumentality (NAFI)
- Non-Department of Defense (DoD) Transfer
- People with Disabilities, Schedule A
- Priority Placement Program, DoD Military Spouse Preference (MSP) Eligible
- Reinstatement
- Veterans Employment Opportunity Act (VEOA) of 1998

In order to qualify, you must meet the education AND experience requirements described below. Experience refers to paid and unpaid experience, including volunteer work done through National Service programs (e.g., Peace Corps, AmeriCorps) and other organizations (e.g., professional; philanthropic; religious; spiritual; community; student; social). You will receive credit for all qualifying experience, including volunteer experience. Your resume must clearly describe your relevant experience; if qualifying based on education, your transcripts will be required as part of your application. Additional information about transcripts is [in this document](#)

(https://portal.chra.army.mil/hr_public?id=kb_article&sysparm_article=KB0016283).

This position has a basic entry requirement. The entry requirement requires completion of education or a combination of education and experience sufficient to be comparable to that normally acquired through the completion of a four year course of study with a major in the professional or scientific field. Please refer to the responses below for a list of all possible ways to meet the basic requirement.

Basic Entry requirement for Engineer:

A. Degree: Bachelor's degree (or higher degree) in engineering. To be acceptable, the program must: (1) lead to a bachelor's degree (or higher degree) in a school of engineering with at least one program accredited by the Accreditation Board for Engineering and Technology (ABET);

OR (2) include differential and integral calculus and courses (more advanced than first-year physics and chemistry) in five of the following seven areas of engineering science or physics: (a) statics, dynamics; (b) strength of materials (stress-strain relationships); (c) fluid mechanics, hydraulics; (d) thermodynamics; (e) electrical fields and circuits; (f) nature and properties of materials (relating particle and aggregate structure to properties); and (g) any other comparable area of fundamental engineering science or physics, such as optics, heat transfer, soil mechanics, or electronics.

OR

B. Combination of Education and Experience: College-level education, training, and/or technical experience that furnished (1) a thorough knowledge of the physical and mathematical sciences underlying engineering, and (2) a good understanding, both theoretical and practical, of the engineering sciences and techniques and their applications to one of the branches of engineering. The adequacy of such background must be demonstrated by one of the following:

1. Professional registration or licensure - Current registration as an Engineer Intern (EI), Engineer in Training (EIT), or licensure as a Professional Engineer (PE) by any State, the District of Columbia, Guam, or Puerto Rico. Absent other means of qualifying under this standard, those applicants who achieved such registration by means other than written test (e.g., State grandfather or eminence provisions) are eligible only for positions that are within or closely related to the specialty field of their registration. For example, an applicant who attains registration through a State Board's eminence provision as a manufacturing engineer typically would be rated eligible only for manufacturing engineering positions.

2. Written Test - Evidence of having successfully passed the Fundamentals of Engineering (FE) examination, or any other written test required for professional registration, by an engineering licensure board in the various States, the District of Columbia, Guam, or Puerto Rico.

3. Specified academic courses - Successful completion of at least 60 semester hours of courses in the physical, mathematical, and engineering sciences and that included the courses specified in A above. The courses must be fully acceptable toward meeting the requirements of an engineering program.

4. Related curriculum - Successful completion of a curriculum leading to a bachelor's degree in an appropriate scientific field, e.g.,

engineering technology, physics, chemistry, architecture, computer science, mathematics, hydrology, or geology, may be accepted in lieu of a degree in engineering, provided the applicant has had at least 1 year of professional engineering experience acquired under professional engineering supervision and guidance. Ordinarily there should be either an established plan of intensive training to develop professional engineering competence, or several years of prior professional engineering-type experience, e.g., in interdisciplinary positions.

In addition to meeting the basic requirement above, to qualify for this position you must also meet the qualification requirements listed below:

Specialized Experience: One year of specialized experience which includes overseeing a wide range of projects which include minor construction, Sustainment, Restoration, Operations & Maintenance and/or Master Planning activities.

This definition of specialized experience is typical of work performed at the next lower grade/level position in the federal service (GS-12).

You will be evaluated on the basis of your level of competency in the following areas:

- Administration and Management
- Client Orientation
- General Engineering
- Leadership

Time in Grade Requirement: Applicants who have held a General Schedule (GS) position within the last 52 weeks must have 52 weeks of Federal service at the next lower grade or equivalent (GS-12).

Education

FOREIGN EDUCATION: If you are using education completed in foreign colleges or universities to meet the qualification requirements, you must show the education credentials have been evaluated by a private organization that specializes in interpretation of foreign education programs and such education has been deemed equivalent to that gained in an accredited U.S. education program; or full credit has been given for the courses at a U.S. accredited college or university. For further information, visit: <http://www.ed.gov/about/offices/list/ous/international/usnei/us/edlite-visitus-forrecog.html> (<http://www.ed.gov/about/offices/list/ous/international/usnei/us/edlite-visitus-forrecog.html>).

Additional information

- Male applicants born after December 31, 1959, must complete a Pre-Employment Certification Statement for Selective Service Registration.
- You will be required to provide proof of U.S. Citizenship.
- One year trial/probationary period may be required.
- This position may require a one year supervisory probationary period.
- Direct deposit of pay is required.
- This position requires you to submit a Confidential Financial Disclosure Report (OGE450) upon entry, and annually thereafter.
- Selection is subject to restrictions resulting from Department of Defense referral system for displaced employees.

- If you have retired from federal service and you are interested in employment as a reemployed annuitant, see the information in the [Reemployed Annuitant](https://portal.chra.army.mil/hr_public?id=kb_article&sysparm_article=KB0016277) information sheet.
- This is a Career Program (CP) 18 - Engineers and Scientists position.
- You may claim military spouse preference (MSP).
- Multiple positions may be filled from this announcement.
- Salary includes applicable locality pay or Local Market Supplement.
- When you perform a Civilian Permanent Change of Station (PCS) with the government, the Internal Revenue Service (IRS) considers the majority of your entitlements to be taxable. Visit <https://www.dfas.mil/civilianemployees/civrelo/Civilian-Moving-Expenses-Tax-Deduction/> (<https://www.dfas.mil/civilianemployees/civrelo/Civilian-Moving-Expenses-Tax-Deduction/>) for more information.
- Permanent Change of Station (PCS) allowances may be authorized, subject to the provisions of the Joint Travel Regulations and an agency determination that a PCS move is in the Government Interest.
- Student Loan Repayment Incentive may be authorized.
- Since Alaska is considered a non-foreign overseas location, statutory return rights are applicable in many circumstances.
- Further certification from this announcement may take place up to 90 days beyond the closing date of this announcement.
- Failure to provide all of the required information as stated in this vacancy announcement may result in an ineligible rating or may affect the overall rating.
- Information may be requested regarding the vaccination status of selectees for the purposes of implementing workplace safety protocols. For more information, visit <https://www.saferfederalworkforce.gov/faq/vaccinations/> (<https://www.saferfederalworkforce.gov/faq/vaccinations/>).
▲
<https://www.saferfederalworkforce.gov/faq/vaccinations/>.

Benefits

A career with the U.S. government provides employees with a comprehensive benefits package. As a federal employee, you and your family will have access to a range of benefits that are designed to make your federal career very rewarding. [Learn more about federal benefits](https://www.usajobs.gov/Help/working-in-government/benefits/)

(<https://www.usajobs.gov/Help/working-in-government/benefits/>)

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[Review our benefits](https://www.usajobs.gov/Help/working-in-government/)

(<https://www.usajobs.gov/Help/working-in-government/>)

Eligibility for benefits depends on the type of position you hold and whether your position is full-time, part-time or intermittent. Contact the hiring agency for more information on the specific benefits offered.

How You Will Be Evaluated

You will be evaluated for this job based on how well you meet the qualifications above.

Once the announcement has closed, a review of [your application package](#) (resume, supporting documents, and responses to the questionnaire) will be used to determine whether you meet the qualification requirements listed on this announcement. If you are minimally qualified, your résumé and supporting documentation will be compared against your responses to the assessment questionnaire to determine your level of experience. If, after reviewing your résumé and/or supporting documentation, a determination is made that you have inflated your qualifications and/or experience, you may lose consideration for this position. Please follow all instructions carefully when applying, errors or omissions may affect your eligibility.

You should list any relevant performance appraisals and incentive awards in your resume as that information may be taken into consideration during the selection process. If selected, you may be required to provide supporting documentation.

Interagency Career Transition Assistance Program (ICTAP). If you are a Federal employee in the competitive service and your agency has notified you in writing that you are a displaced employee eligible for ICTAP consideration, you may receive selection priority for this position. To receive selection priority, you must: (1) meet ICTAP eligibility criteria (2) be rated well-qualified for the position and; (3) submit the appropriate documentation to support your ICTAP eligibility. To be considered well-qualified and receive selection priority applicants must satisfy all qualification requirements for the position and receive a score of 90 or above. Additional information about the program is on [OPM's Career Transition Resources website](#).

Required Documents

The documents you are required to submit vary based on the authority you are using to apply (i.e., applying as a veteran, applying as a current permanent Federal employee, applying as a reinstatement, etc). Please review the following links to see which documents you need to provide to prove your eligibility to apply: [Applicant Checklist for Internal/Merit Promotion Announcements](#) (https://portal.chra.army.mil/hr_public?id=kb_article&sysparm_article=KB0016281).

As described above, your complete application includes your resume, your responses to the online questionnaire, and documents which prove your eligibility to apply. **If you fail to provide these documents, you will be marked as having an incomplete application package and you will not be considered any further.**

1. Your resume:

- Your resume may be submitted in any format and must support the specialized experience described in this announcement.
- If your resume includes a photograph or other inappropriate material or content, it will not be used to make eligibility and qualification determinations and you may not be considered for this vacancy.
- For qualifications determinations your resume must contain hours worked per week and the dates of employment (i.e., HRS per week and month/year to month/year or month/year to present). If your resume does not contain this information, your application may be marked as incomplete and you may not receive consideration for this position.
- For additional information see: [What to include in your resume](#) (<https://www.usajobs.gov/Help/faq/application/documents/resume/what-to-include/>).

2. Other supporting documents:

- Cover Letter, optional
- Most recent Performance Appraisal, if applicable
- **Proof of Eligibility to Apply:** Your application must include the documents which **prove you are eligible to apply** for the vacancy. The [Proof of Eligibility](#) (https://portal.chra.army.mil/hr_public?id=kb_article&sysparm_article=KB0016281) document describes authorities commonly used in merit promotion recruitment and what document(s) are required to prove

you meet the requirements of the authority. You must meet the requirements of at least one of the authorities listed in the **Who May Apply** section above to receive further consideration.

- **Time-in-grade documentation:** If you are applying for a higher grade and your SF-50 has an effective date within the past year, it may not clearly demonstrate you meet the one year time-in-grade requirement so you will need to provide an SF-50 which clearly demonstrates you meet the time-in-grade requirements (examples of appropriate SF-50s include Promotions, Within-grade Grade/Range Increases, and SF-50s with an effective date more than one year old).
- This position has an individual occupational requirement. If you meet this requirement based on education you MUST submit a copy of your transcript with your application package or you will be rated ineligible. See: [Transcripts and Licenses](https://portal.chra.army.mil/hr_public?id=kb_article&sysparm_article=KB0016283) (https://portal.chra.army.mil/hr_public?id=kb_article&sysparm_article=KB0016283)

NOTE: Documents submitted as part of the application package, to include supplemental documents, may be shared beyond the Human Resources Office. Some supplemental documents such as military orders and marriage certificates may contain personal information for someone other than you. You may sanitize these documents to remove another person's personal information before you submit your application. You may be asked to provide an un-sanitized version of the documents if you are selected to confirm your eligibility.

If you are relying on your education to meet qualification requirements:

Education must be accredited by an accrediting institution recognized by the U.S. Department of Education in order for it to be credited towards qualifications. Therefore, provide only the attendance and/or degrees from schools accredited by accrediting institutions recognized by the U.S. Department of Education (<http://www.ed.gov/admins/finaid/accred/>)

Failure to provide all of the required information as stated in this vacancy announcement may result in an ineligible rating or may affect the overall rating.

How to Apply

To apply for this position, you must complete the online questionnaire and submit the documentation specified in the **Required Documents** section above.

The complete application package must be submitted by 11:59 PM (EST) on 05/01/2023 to receive consideration.

- To begin, click **Apply** to access the online application. You will need to be logged into your USAJOBS account to apply. If you do not have a USAJOBS account, you will need to create one before beginning the application (<https://apply.usastaffing.gov/ViewQuestionnaire/11931102> (<https://apply.usastaffing.gov/ViewQuestionnaire/11931102>)).
- Follow the prompts to **select your résumé and/or other supporting documents** to be included with your application package. You will have the opportunity to upload additional documents to include in your application before it is submitted. Your uploaded documents may take several hours to clear the virus scan process.
- After acknowledging you have reviewed your application package, complete the **Include Personal Information** section as you deem appropriate and **click to continue with the application process**.
- You will be taken to the online application which you must complete in order to apply for the position. Complete the online application, verify the required documentation is included with your application package, and submit the application. **You must re-select your resume and/or other documents from your USAJOBS account or your application will be incomplete.**

- It is your responsibility to verify that your application package (resume, supporting documents, and responses to the questionnaire) is complete, accurate, and submitted by the closing date. Uploaded documents may take up to one hour to clear the virus scan.
- Additional information on how to complete the online application process and submit your online application may be found on the [USA Staffing Applicant Resource Center](https://help.usastaffing.gov/Apply/index.php?title=Applicant) (<https://help.usastaffing.gov/Apply/index.php?title=Applicant>).

To verify the status of your application, log into your USAJOBS account (<https://my.usajobs.gov/Account/Login>), all of your applications will appear on the Welcome screen. The Application Status will appear along with the date your application was last updated. For information on what each Application Status means, visit: <https://www.usajobs.gov/Help/how-to/application/status/> (<https://www.usajobs.gov/Help/how-to/application/status/>).

Agency contact information

Army Applicant Help Desk

Website

https://portal.chra.army.mil/hr_public?id=app_inq
(https://portal.chra.army.mil/hr_public?id=app_inq).

[Learn more about this agency](#)
(#agency-modal-trigger).

Address

EV-APF-W6L7AA US ARMY GARRISON, FORT WAINWRIGHT
DO NOT MAIL
Fort Wainwright, AK 99703
US

Next steps

If you provided an email address, you will receive an email message acknowledging receipt of your application. Your application package will be used to determine your eligibility, qualifications, and quality ranking for this position. If you are determined to be ineligible or not qualified, your application will receive no further consideration.

Fair & Transparent

The Federal hiring process is set up to be fair and transparent. Please read the following guidance.

[Equal Employment Opportunity \(EEO\) Policy](#)
(/Help/equal-employment-opportunity/).
[Financial suitability](#)
(/Help/working-in-government/fair-and-transparent/financial-suitability/).
[New employee probationary period](#)
(/Help/working-in-government/fair-and-transparent/probationary-period/).
[Privacy Act](#)
(/Help/working-in-government/fair-and-transparent/privacy-act/).

[Reasonable accommodation policy](#)
(/Help/reasonable-accommodation/).
[Selective Service](#)
(/Help/working-in-government/fair-and-transparent/selective-service/).
[Signature and false statements](#)
(/Help/working-in-government/fair-and-transparent/signature-false-statements/).
[Social security number request](#)
(/Help/working-in-government/fair-and-transparent/social-security-number/).



Your Social Security Statement

SHERMAN S. STARTZ

June 29, 2023

Retirement Benefits

You have earned enough credits to qualify for retirement benefits. To qualify for benefits, you earn credits through your work - up to four each year.

Your full retirement age is **67**, based on your date of birth: May 31, 1961. As shown in the chart, you can start your benefits at any time between **your current age** and **70**. **For each month you wait to start your benefits, your monthly benefit will be higher—for the rest of your life.**

These personalized estimates are based on your earnings to date and assume you continue to earn \$24,760 per year until you start your benefits. Learn more at ssa.gov/benefits/retirement/learn.html.

Disability Benefits

You have earned enough credits to qualify for disability benefits. If you became disabled right now and you have enough recent work, your monthly payment would be about **\$2,919**. Learn more at ssa.gov/disability.

Survivors Benefits

You have earned enough credits for your eligible family members to receive survivors benefits. If you die this year, members of your family who may qualify for monthly benefits include:

Minor child: **\$2,189**

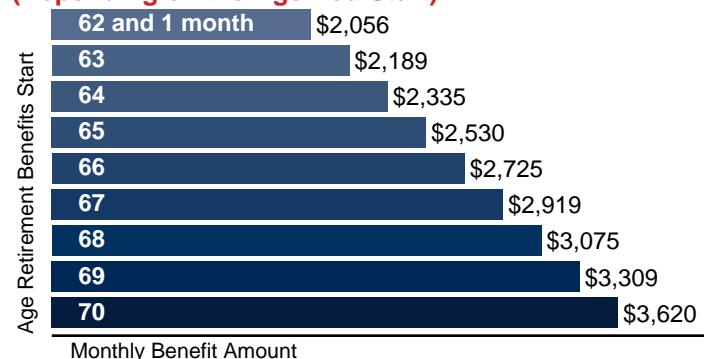
Spouse, if caring for a disabled child or child younger than age 16: **\$2,189**

Spouse, if benefits start at full retirement age: **\$2,919**

Total family benefits cannot be more than: **\$5,108**

Your spouse or minor child may be eligible for an additional one-time death benefit of **\$255**. Learn more at ssa.gov/survivors.

Personalized Monthly Retirement Benefit Estimates (Depending on the Age You Start)



Age Retirement Benefits Start

Monthly Benefit Amount

Medicare

You have enough credits to qualify for Medicare at age 65.

Medicare is the federal health insurance program for people:

- age 65 and older,
- under 65 with certain disabilities, and
- of any age with End-Stage Renal Disease (ESRD) (permanent kidney failure requiring dialysis or a kidney transplant).

Even if you do not retire at age 65, you may need to sign up for Medicare within 3 months of your 65th birthday to **avoid a lifetime late enrollment penalty**.

Special rules may apply if you are covered by certain group health plans through work.

For more information about Medicare, visit medicare.gov or ssa.gov/medicare or call **1-800-MEDICARE (1-800-633-4227)** (TTY **1-877-486-2048**).

Earnings Record

Review your earnings history below to ensure it is accurate because we base your future benefits on our record of your earnings. There's a limit to the amount of earnings you pay Social Security taxes on each year. Earnings above the limit do not appear on your earnings record. We have combined your earlier years of earnings below, but you can view your complete earnings record online with [my Social Security](#). If you find an error, view your full earnings record online and call 1-800-772-1213.

Work Year	Earnings Taxed for Social Security	Earnings Taxed for Medicare (began 1966)
2019	\$97,577	\$97,577
2020	\$95,144	\$95,144
2021	\$37,571	\$37,571
2022	\$24,760	\$24,760

Taxes Paid

Total estimated Social Security and Medicare taxes paid over your working career based on your Earnings Record:

Social Security taxes

You paid: \$114,399
Employer(s): \$116,502

Medicare taxes

You paid: \$27,284
Employer(s): \$27,284

Earnings Not Covered by Social Security

You may also have earnings from work not covered by Social Security, where you did not pay Social Security taxes. This work might have been for federal, state, or local government or in a foreign country. If you participate in a retirement plan or receive a pension based on work for which you did not pay Social Security tax, it could lower your benefits. Learn more at [ssa.gov/gpo-wep](#).

Important Things to Know about Your Social Security Benefits

- Social Security benefits are not intended to be your only source of retirement income. You may need other savings, investments, pensions, or retirement accounts to make sure you have enough money when you retire.
- You need at least 10 years of work (40 credits) to qualify for retirement benefits. The amount of your benefit is based on your highest 35 years of earnings. If you have fewer than 35 years of earnings, years without work count as 0 and may reduce your benefit amount.
- To keep up with inflation, benefits are adjusted through "cost of living adjustments."
- If you get retirement or disability benefits, your spouse and children may qualify for benefits.
- When you apply for either retirement or spousal benefits, you may be required to apply for both benefits at the same time.
- The age you claim benefits will affect your surviving spouse's benefit amount. For example, claiming benefits after your full retirement age may increase the *Spouse, if benefits start at full retirement age* amount on page 1; claiming early may reduce it.
- If you and your spouse both work, use the [my Social Security](#) Retirement Calculator to estimate spousal benefits.
- If you are divorced and were married for 10 years, you may be able to claim benefits on your ex-spouse's record. If your ex-spouse receives benefits on your record, that does not affect your or your current spouse's benefit amounts.
- Learn more about benefits for you and your family at [ssa.gov/benefits/retirement/planner/applying7.html](#).
- When you are ready to apply, visit [ssa.gov/benefits/retirement/apply.html](#).
- The *Statement* is updated annually. It is available online, or by mail upon request.



Retirement Ready

Fact Sheet For Workers Ages 61-69



Retirement is different for everyone

Because retirement is not one-size-fits-all, we want to provide you with the information you need to plan for retirement and to make informed decisions.

You have choices to make

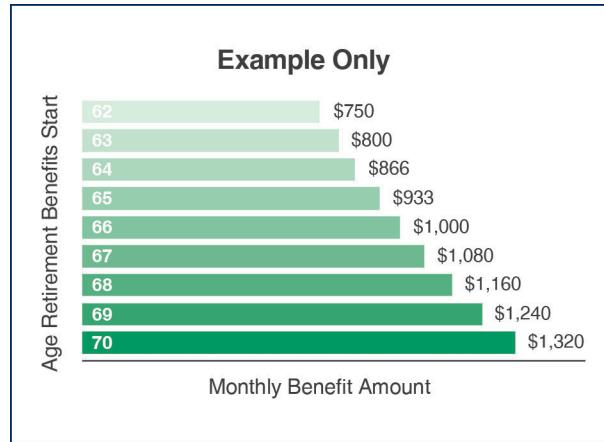
Some of these decisions may involve your Social Security retirement benefits. You can continue to work, apply for benefits, do both, or do neither. Each choice comes with important considerations for you and your family. Learn about them at ssa.gov/benefits/retirement/matrix.html.

Your “full” retirement age

Depending on when you were born, your full retirement age could be from 66 to 67. Find your exact full retirement age at ssa.gov/planners/retire/retirechart.html.

When you start affects how much you get

Everyone's decision about when to start receiving benefits is different. Say that your monthly benefit at a full retirement age of 66 is \$1,000. Starting retirement benefits early at 62 or late at 70 can mean the difference between \$750 and \$1,320 a month. The graph on this page gives you an example. Your *Social Security Statement* provides your personalized retirement benefit estimates.



Earnings are essential

Your earnings are used to determine your eligibility for Social Security benefits and your benefit amount. Use your *Social Security Statement* to check your earnings each year. If you see an error on your earnings record, report it to us. Learn how at ssa.gov/pubs/EN-05-10081.pdf.

Benefits last as long as you live

Your benefits last as long as you live. Taking benefits before your full retirement age (as early as age 62) lowers the amount you get each month. Delaying benefits past full retirement age (up to age 70) increases the monthly amount for the rest of your life. Our Life Expectancy Calculator can provide a rough estimate of how long you might live based on your age and gender: ssa.gov/planners/lifeexpectancy.html.

Benefits are protected from inflation

Your benefit will be adjusted to keep up with inflation. Learn about these cost-of-living adjustments (COLAs) at ssa.gov/cola.

Some benefits are taxed

You may have to pay federal income taxes on a portion of your Social Security benefits if you have other substantial income in addition to your benefits (such as wages, self-employment, interest, dividends, and other taxable income that must be reported on your tax return). You may choose to have federal income taxes withheld from your Social Security benefit. Learn more at ssa.gov/planners/taxes.html.

Working while getting benefits

If you get retirement benefits but want to continue to work, you can. However, depending on how much you earn before full retirement age, we might temporarily withhold all or some of your benefit amount. When you reach full retirement age, we will recalculate your benefit amount to give you credit for the months we reduced or withheld benefits due to your excess earnings. Any earnings after you reach your full retirement age won't reduce your benefits. Learn more at ssa.gov/pubs/EN-05-10069.pdf.

Work may boost your benefits

Your earnings can increase your monthly benefit amount — even after you start receiving benefits. Each year, we check your earnings record if you continue to work. If your latest year of earnings turns out to be one of your highest 35 years, we will automatically recalculate your benefit amount and pay you any increase due. You can get additional estimates based on what you think your future earnings will be with the *my Social Security Retirement Calculator* at [myaccount.ssa.gov](https://www.myaccount.ssa.gov).

Avoid a Medicare penalty

Even if you delay retirement benefits, be sure to sign up for Medicare three months before you turn 65 to avoid the lifelong penalty. Special rules apply if you are covered by a health plan at work. Find out about Medicare, including the different parts of Medicare, the coverage options, how to apply, and how to avoid a lifelong penalty at ssa.gov/pubs/EN-05-10043.pdf.

Unable to work due to a mental or physical disability

You may be able to receive Social Security disability benefits if you are unable to work at a certain earnings level due to a mental or physical disability, have not reached full retirement age, and if you meet certain eligibility requirements. Learn more about disability benefits at ssa.gov/disability. The Supplemental Security Income (SSI) program pays benefits to adults and children with disabilities who have limited income and resources. Learn more about SSI at ssa.gov/benefits/ssi/.

Benefits for family members

Your family, including your spouse, former spouses, and dependent children, may qualify for benefits on your record. Find out more about benefits for your family at ssa.gov/benefits/retirement/planner/applying7.html.

Your family may also be eligible for survivors benefits. If you are the higher earning spouse, your decision on when to claim benefits can affect the benefits of your surviving spouse. Find out more about survivors benefits at ssa.gov/planners/survivors.

Benefits as a spouse

If you are married, divorced, or widowed, you may be eligible for higher benefits on your spouse's record. When you apply for either retirement or spousal benefits, you may be required to apply for both benefits at the same time. Learn more at ssa.gov/pubs/EN-05-10035.pdf.

Impact of other retirement plans

Most pensions or other retirement plans do not affect your Social Security benefits. But if you participate in a retirement plan or receive a pension based on work for which you did not pay Social Security tax, it could lower your benefits. This work may have been for federal, state, or local government or in a foreign country. Learn more at ssa.gov/gpo-wep.

Understanding your retirement benefits

Social Security is not meant to be your only source of income in retirement. On average, Social Security will replace about 40% of your annual pre-retirement earnings, although this can vary based on each person's circumstances. Learn more at ssa.gov/planners/retire.

We are here for you

Social Security covers about 96% of American workers. To learn more about Social Security, visit ssa.gov.



Securing today
and tomorrow

When you're retirement ready...

The easiest and most convenient way to apply for
retirement benefits is at ssa.gov/applyforbenefits.



Medicare Ready



Understanding Medicare

Medicare is a federal health insurance program for people age 65 or older, certain people under 65 with disabilities, and people of any age with End-Stage Renal Disease (ESRD) (permanent kidney failure requiring dialysis or a kidney transplant).

The Centers for Medicare & Medicaid Services (CMS) manages the Medicare program. There are different parts to the Medicare program. Social Security takes applications for and enrolls people in Parts A and B. Private insurance companies take applications for and provide coverage under Part C (Medicare Advantage), Part D (Prescription Drug Coverage), and the Medicare Supplemental Insurance program (Medigap). This document explains some of the options you may have when choosing your Medicare coverage. Note that if you choose not to enroll in Medicare Parts B or D when first eligible and then decide to enroll later, **you may have to pay higher monthly premiums, also known as a late enrollment penalty, for as long as you have coverage.** Also, you may have to wait for a "Special Enrollment Period" to enroll in Part B, which may delay this coverage. You may have to wait for an Open Enrollment Period to enroll in Part D.

Parts of Medicare

Medicare helps with the cost of health care, *but it may not cover all medical expenses and does not cover the cost of long-term care when it's the only care you need.* This section explains the different parts of Medicare and the services they cover.

Original Medicare (Parts A and B)

Original Medicare Includes:



Part A



Part B

You can add:



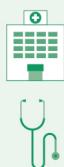
Part D



Supplemental Coverage

Medicare Advantage (Part C)

Medicare Advantage includes:



Part A



Part B

Most plans also include:



Part D



Extra Benefits



Part A (Hospital Insurance) helps pay for inpatient care in a hospital or for a limited time at a skilled nursing facility (following a hospital stay). Part A also pays for some home health care and hospice care.



Part B (Medical Insurance) helps pay for services from doctors and other health care providers, outpatient care, home health care, durable medical equipment, and some preventive services. After you meet your deductible for the year, you typically pay 20% of the Medicare-approved amount for most of these services.



Part D (Prescription Drug Coverage) helps cover the cost of prescription drugs and many shots and vaccines.



Medicare Supplemental Insurance Program (Medigap) is extra insurance you can buy from a private company that helps pay your share of costs in Original Medicare.



Medicare Advantage (Medicare Part C) is a "bundled" plan, offered by Medicare-approved private companies, that includes all benefits and services covered under Parts A and B, usually Part D, and may include additional benefits such as vision, hearing, and dental.

Your Medicare Enrollment Options

If you're getting benefits from Social Security or the Railroad Retirement Board (RRB) at least 4 months before you turn 65, you'll automatically get Part A and Part B when you turn 65. If you live in Puerto Rico, you automatically get Part A, and if you want Part B, you'll need to sign up for it. If you're not getting benefits from Social Security or the RRB at least 4 months before you turn 65, you'll need to sign up with Social Security to get Part A and Part B. If you're getting benefits, your Part B premium will get deducted automatically from your benefit payment, and if not, you'll get a bill from Medicare to pay your premiums. You may delay signing up for Part B if you qualify for a Special Enrollment Period: ssa.gov/pubs/EN-05-10012.pdf. If you're under 65 and have a disability, you'll automatically get Part A and Part B after you get disability benefits from Social Security, or certain disability benefits from the RRB, for 24 months.

You can choose one of two ways to get Medicare coverage:

Original Medicare

- Includes Medicare Part A (Hospital Insurance) and Part B (Medical Insurance).
- If you have a work history, you most likely will not pay a premium for Medicare Part A because of Medicare taxes you paid while working.
- You will pay monthly premiums for Medicare Parts B and D, and Medigap, unless you qualify for a low-income subsidy.
- If you want drug coverage, you can join a separate Medicare drug plan (Part D).
- To help pay your out-of-pocket costs in Original Medicare (like your 20% coinsurance), you can also shop for and buy supplemental coverage, like Medigap or insurance from a private company.
- You can use any doctor or hospital that takes Medicare, anywhere in the U.S.
- The cost of the Part B late enrollment penalty increases the longer you go without Part B coverage or employer group health insurance.** Your Part B monthly premium will go up 10% for each 12-month period you were eligible but did not enroll. If you have group health insurance and work for an employer with 20 or more employees, you can delay Medicare Part B without penalty.
- The cost of the Part D late enrollment penalty depends on how long you went without Part D or creditable prescription drug coverage.** Your Part D late enrollment penalty is 1% of the national base beneficiary premium multiplied by the number of months you were eligible but didn't join a Medicare drug plan. Usually, you don't pay a penalty if you had other creditable prescription drug coverage. To be creditable, the coverage must pay, on average, at least as much as Medicare's standard prescription coverage.
- Learn more about **Original Medicare** at ssa.gov/benefits/medicare.

Medicare Advantage (also known as Part C)

- Medicare Advantage is an "all in one" alternative to Original Medicare. These "bundled" plans include Part A, Part B, and usually Part D.
- You must first be enrolled in Original Medicare before you can choose to switch to a Medicare Advantage plan.
- Plans may have lower out-of-pocket costs than Original Medicare.
- In most cases, you'll need to use doctors who are in the plan's network.
- Most plans offer extra benefits that Original Medicare doesn't cover—like vision, hearing, dental, and more.
- Coverage is provided by private insurance companies approved by Medicare.
- In addition to the monthly premium for Part B, Medicare Advantage plans may charge an additional premium for the extra benefits they offer.
- Learn more about **Medicare Advantage** at Medicare.gov/Pubs/pdf/12026-Understanding-Medicare-Advantage-Plans.pdf.



Securing today
and tomorrow

For additional information, visit our publication,
Medicare, at ssa.gov/pubs/EN-05-10043.pdf
or the CMS publication, **Medicare & You**,
at Medicare.gov/Pubs/pdf/10050-Medicare-and-You.pdf.

5 CFR 185.133 Determining the amount of penalties and assessments.

- (a) In determining an appropriate amount of civil penalties and assessments, the ALJ and the authority head, upon appeal, should evaluate any circumstances that mitigate or aggravate the violation and should articulate in their opinions the reasons that support the penalties and assessments they impose. Because of the intangible costs of fraud, the expense of investigating such conduct, and the need to deter others who might be similarly tempted, double damages and a significant civil penalty ordinarily should be imposed.
- (b) Although not exhaustive, the following factors are among those that may influence the ALJ and the authority head in determining the amount of penalties and assessments to impose with respect to the misconduct (*i.e.*, the false, fictitious, or fraudulent claims or statements) charged in the complaint;
- (1) The number of false, fictitious or fraudulent claims or statements;
- Considering I was only attached to ALEUT FEDERAL Projects awarded through the Job Order Contract (See Attachment 1) and clearly witnessed fraud on 4 out of the 5 projects I was assigned; In spite of requesting accommodations to avoid conflict, it is safe to say 80% off all awarded contracts to ALEUT through the JOC involved Fraud. An accurate number could have been provided had Defendant responded to discovery.
- (2) The time period over which such claims or statements were made;
- The time period 2018 – 2022 – 5 Year Period (specifically requested in discovery).
- (3) The degree of the defendant's culpability with respect to the misconduct;
- Direct involvement of several Senior Federal Civilian Employees representing the US Department of Army and Civilian Employees associated with the Prime Contractor as described throughout the original Appeal and provided with this filing as Attachment 3; 100% involvement.
- (4) The amount of money or the value of the property, services, or benefit falsely claimed;
- See Attachment 1
 - Fort Wainwright Job Order Contract Value **\$36.5M** not to exceed **\$48M**
 - 80% of \$36.5M = \$29.2M per year
 - 80% of \$48M = \$38.4 per year
- (5) The value of the Government's actual loss as a result of the misconduct, including foreseeable consequential damages and the costs of investigation;
- Using the 80% figure found in response 4 above is an estimated range; an accurate number could have been provided had Defendant responded to discovery.
 - \$29.2M * 5 years = **\$147.5M**
 - \$38.4M * 5 years = **\$192M**
- (6) The relationship of the amount imposed as civil penalties to the amount of the Government's loss;
- See Attachment 2 FCA and **ATTACHMENT 4 FCA PRIMER**
 - Considering calculations at 15%
 - **\$147.5M * 15% = \$22,125,000.00**
 - **\$147.5M * 25% = \$36,875,000.00**
 - **\$192M * 15% = \$28,800,000.00**
 - **\$192M * 25% = \$48,000,000.00**
- (7) The potential or actual impact of the misconduct upon public confidence in the management of Government programs and operations;

- The gross mismanagement is tremendous if considering the total negative impact this has had on companies bidding hopelessly for contracts that were simply efforts in vain as the corruption of these individuals already had decided who was going to be awarded.
- While it is purely speculation, the negative implications that could likely be made by any soldier or their family claiming damages that could be connected to quality-of-life initiative could take issue with this fraud and its life span.
- Sadly this activity and corruption speaks loudly to ANT-TRUST
<https://www.ftc.gov/advice-guidance/competition-guidance/guide-antitrust-laws/antitrust-laws> and SHERMAN ACT Violations
<https://www.archives.gov/milestone-documents/sherman-anti-trust-act#transcript>

(8) Whether the defendant has engaged in a pattern of the same or similar misconduct;

- The corruption is long running on Fort Wainwright; people had been hired, replaced and for all intense and practical purposes this corruption would have continued for years to come. See Attachment 3 as well as descriptions provided to DoD OIG and OSC.

(9) Whether the defendant attempted to conceal the misconduct;

- The Defendant is the US ARMY; however, the US ARMY is also the Victim. For the benefit of this response will speak to the conduct of the Federal Civilian Employees who were directly involved in concealing this theft. In fact they were pretty good at their corruption; however in their attempts to figure out if I knew anything they gave themselves up. The concealment is hidden in empty files, broken specifications, project extensions spreading out billing over two and three years; all efforts to conceal the theft.

(10) The degree to which the defendant has involved others in the misconduct or in concealing it;

- These corrupt individuals were willing to go to any length to continue on and carry on the fraud; up to and including harassing me, treating me brutally and ultimately firing me for no reason other than I was in the way; "I was going to turn them in."

(11) Where the misconduct of employees or agents is imputed to the defendant, the extent to which the defendant's practices fostered or attempted to preclude such misconduct;

- The Defendant (US ARMY) relies on the integrity of the Civilian Employees to represent the US ARMY's interest; when the conduct of unethical, compromised Senior Federal Employees these employees must be discovered and the conduct must stop. Ultimately it would appear there has been some changes within the DPW group where these illicit characters were working. While there is no guarantee to what events lead up to the Senior Director of DPW ; Tim Sponseller and Matt Shaffer roles opened up shortly after this Appeal was filed and since. Tim Sponseller was likely old enough to retire, however Matt Schaffer was likely in his early 50's. Young enough to have done a lot more damage to Fort Wainwright through this organized crime of Compromised Senior Federal Civilian Employees representing the Department of Army, Civilian of Prime Contractors and Second Tier Contractors See **Attachment 6**; Matt Shaffer Role and **Attachment 7**; Tim Sponseller Role both advertised on USA JOBS. Both of these individuals were directly named to respond with Written Interrogatories and Request For Productions. Further, notice **Attachment 10 and Attachment 11**, job postings 6/27/2023 ALEUT FEDERAL Project Manager I and Project Manager II- both on Fort Wainwright, both roles are the exact roles of Ben Plumely and David Brown; both named throughout this process

(12) Whether the defendant cooperated in or obstructed an investigation of the misconduct;

- The Defendants did not ever produce a single bit of discovery as it likely did not exist; you can't produce something that was intentionally left blank, empty, disregarded purposely. The evidence in the form of reports requested were also never provided as requested in discovery.
- Looking at at the timeline of events, filed documents, reporting to DoD OIG and so on then the Job Posting for the Directorate Role at DPW; See Attachment 7, I am inclined to think the US ARMY has replaced them and they should.

(13) Whether the defendant assisted in identifying and prosecuting other wrongdoers;

- I do not know, but I can honestly say the US ARMY deserves better and all these Compromised Senior Federal Employees need to be stopped and prosecuted and the most severe punishment should follow; up to and including Firing Squad. I guarantee you shoot one or two and the message WILL BE CLEAR! When a system lends itself to absolute power and oversite of themselves; well corruption is inevitable. I personally documented the decent of integrity as far back as fall of 2021; see my correspondence to the US ARMY and ARMY CORP of Engineers in the Attachment 3; the Original Appeal.

(14) The complexity of the program or transaction, and the degree of the defendant's sophistication with respect to it, including the extent of the defendant's prior participation in the program or in similar transactions;

- The Complexity of Program Transactions was very sophisticated and the network of compromised employees enabled this theft to be hidden in plain site and ultimately come to rest in the lap of unsuspecting and in fact honest people. In my opinion this is the most heinous of crimes, using innocent people to steal from other innocent people and using a system to feed the program by awarding contracts to select individuals with absolutely no regard to who they might hurt. They used a Native Corporation to further the theft and imbedded the department with more individuals who would help conceal. It was elaborate but not too elaborate to figure out. The ONLY thing these fools did right was consistently do it wrong.

5 CFR 185.133 (up to date as of 6/21/2023)
Determining the amount of penalties and assessments.

Project Manager I

Job Category: Construction

Requisition Number: PROJE001370

[Apply now](#)

Posted: June 27, 2023

Full-Time

Fairbanks, AK, USA

Job Details

Description

ABOUT ALEUT FEDERAL

At Aleut Federal, we believe the company and its mission is just as important as the job you are applying for. Aleut Federal is an Alaskan Native-owned enterprise whose purpose is to support our Shareholders, the Unangax, the indigenous people of the Aleutian Islands of Alaska. People are at the core of everything we do. We support our Shareholders by providing excellent service and quality results to our clients, the various branches of the federal government. We engage in our local markets, so community service is embedded into our process.

Our culture nurtures the strength of our workforce through mentorship and coaching, providing opportunities for growth, and competitive benefits. We support and encourage diversity, inclusion, and accountability at every level.

The Aleut Federal motto is "We are One" because we truly believe that with one heart, one mind, and one purpose, we can accomplish our mission and be an organization anyone would be proud to be a part of.

POSITION SUMMARY:

The Project Manager is responsible for providing oversight and direct day-to-day management for assigned projects, teams, clients, contractors, and consultants. The Project Manager must interface professionally with clients as a representative of the company and ensure projects are completed in accordance with contract documents, within the period of performance, and within budget. The Project Manager is accountable and responsible to optimize the planning, procurement, execution, and completion of a project(s).

EDUCATION AND EXPERIENCE:

Minimum requirements: Undergraduate degree in an architecture, engineering, construction management, or financial preferred OR a minimum of 5-years of equivalent experience managing construction projects.

KNOWLEDGE, CERTIFICATIONS, AND TRAINING:

- Demonstrated knowledge of project management and leadership.
- Demonstrated knowledge and experience with proposal development and estimating.
- Understanding of USAGC Construction Quality Management processes and procedures.
- General knowledge of federal contracting processes, practices, requirements, FAR, and guidelines for construction projects.

- Strong familiarity and implementation of USAGE EM 385-1-1 and OSHA 1910/1926.
- Required Certifications: USAGE COM, OSHA 30.
- Preferred Certifications: PMP, DBIA, CCM, AIC, Procore.

RESPONSIBILITIES:

- Project Estimating: Review solicitation documents, subcontractor outsourcing, detailed take-offs, cost estimating, pre-bid RFIs, technical proposal writing, proposal review, conceptual pricing and scheduling, project strategy/approach.
- Project Initiation and Planning: Project setup, cost schedule development, develop scopes of work, prepare project required plans, evaluate project resources and requirements, project planning and strategy.
- Project Financials: Develop and maintain project budgets, budget risk analysis, cost projections, invoicing.
- Project Procurement: Issue contracts, prepare and submit post award documents, agreements, develop detailed scopes of work, contractor negotiations, process agreements.
- Project Execution: Design development, document control, project coordination, conduct required meetings, project management, project review, site visits, contract deliverables, project communication, project reporting, delegation of tasks and responsibilities, effectively manage clients, design professionals, subcontractors, consultants,
- Project Safety: Adherence and implementation of Aleut's safety standards and project specific project safety requirements; ensuring that required reports and documents are completed.
- Project Completion and Closeout: Ensure that contract requirements for project inspection, acceptance, completion, project documentation, financial close-out, final reporting and adhered to and completed in a timely manner.
- Other responsibilities to include but limited to:
 - Business development, maintain relationships with current, and potential clients to continue and develop new business opportunities.
 - Minimize financial, schedule, and relational project risks.
 - Manage and supervise assigned staff.
 - Monitor and provide effective performance feedback through employee recognition, coaching, and disciplinary action.
 - Providing proper flow of communication to and from upper management.
 - Work with other departments within the company and business units as required.
 - Perform duties, responsibilities, assigned tasks with minimal direction over oversight.
 - Other duties and responsibilities as assigned.

MENTAL & COGNITIVE DEMANDS:

- Must be able to read, analyze, and interpret data.
- Communicate clearly and succinctly on a basic and technical level.
- Must be able to document issues and resulting resolutions.
- Must be organized and able to multi-task.
- Must be able to solve complex problems.
- Must possess basic computer skills for word processing, spreadsheets, scheduling, etc.
- Ability to interpret and understand a variety of instructions provided in written, oral, diagram, or schedule form.

SPECIAL REQUIREMENTS:

- Must possess a valid and unrestricted driver's license.
- Must be able to pass pre-employment background screening.
- Must be able to be cleared for base or site access.
- Must be available for standby assignments/scheduled off-hours/emergency work as required.
- Must be able to travel as required for projects and company requirements.

PHYSICAL REQUIREMENTS:

- Ability to verbally communicate with, hear and understand others.
- Ability to stand, walk, and/or sit for long periods of time.

- Ability to reach with hands and arms.
- Ability to perform repetitive tasks or motions for prolonged periods.
- Must be able to lift up to 30 lbs.
- Must be able to work while wearing personal protective equipment.

WORKING CONDITIONS:

The working conditions vary for each project and location and may include the following:

- Working indoors in an office environment.
- Working in the field on construction sites.
- Working outdoors, exposed to weather conditions and potentially austere environments.
- Regularly exposed to construction environments involving heavy equipment, work site hazards, elevated work areas, confined spaces, dust, hazardous materials, and odors
- Potential exposure to continuous loud noise produced by machinery and/or equipment.

JOB DIMENSIONS:

Supervision Received: Reports directly to the Program Manager or Sr. Project Manager for assigned project(s) and delegated tasks.

Supervision Exercised: Supervises and monitors work performance of project staff and craft personnel.

Interface Required: Interfaces with client, teaming partners and/or subcontractors, co-workers, management, suppliers and vendors, local/state/federal regulatory personnel/agencies and the general public.

#aac

We Are One - Ataqtan Akun 

Project Manager II

Job Category: Construction

Requisition Number: PROJE001372

[Apply now](#)

Posted: June 27, 2023

Full-Time

Fairbanks, AK, USA

Job Details

Description

ABOUT ALEUT FEDERAL

At Aleut Federal, we believe the company and its mission is just as important as the job you are applying for. Aleut Federal is an Alaskan Native-owned enterprise whose purpose is to support our "Shareholders," the Unangax, the indigenous people of the Aleutian Islands of Alaska. People are at the core the core of everything we do. We support our Shareholders by providing excellent service and quality results to our Clients, the various branches of the federal government. We engage in our local markets, so community service is embedded into our process.

Our culture nurtures the strength of our workforce through mentorship and coaching, providing opportunities for growth, and competitive benefits. We support and encourage diversity, inclusion, and accountability at every level.

The Aleut Federal motto is "We are One" because we truly believe that with one heart, one mind, and one purpose, we can accomplish our mission and be an organization anyone would be proud to be a part of.

Job Description:

Job Order Contract (JOC) Project Manager is responsible for overall project planning and scheduling, resource allocation, project accounting, price book estimating and control, while providing technical direction and ensuring compliance with quality standards. The construction project manager responsibilities span a broad spectrum, covering all the areas of project management including - Project Planning, Cost Management, Schedule Management, Quality Management, Contract Administration, and Safety Management.

- Manage the construction project from start to finish.
- Estimate projects using Egordian software.
- Coordinate with the customer to provide a complete project scope.
- Perform a key role in project planning, budgeting, and identification of resources needed.
- Create the teams, develop the objectives/goals of each and assign individual responsibilities.
- Project accounting functions including managing the budget, tracking of team expenses and minimizing exposure and risk to the project.
- Ensure that construction activities proceed according to predetermined schedule.
- Devise the project work plans and make revisions as and when need arises.
- Communicate effectively with the contractors responsible for completing various phases of the project.

- Coordinate the efforts of all parties involved in the project, which include the architects, consultants, contractors, subcontractors and laborers.
- Monitor the progress of the construction activities on a regular basis and hold regular status meetings with all subcontractor and owners representatives.
- Maintain strict adherence to the budgetary guidelines, quality and safety standards.
- Periodic inspection of construction sites.
- Ensure project documents are complete.
- Identify the elements of project design and construction likely to give rise to disputes and/or claims.

Required Skills:

Must have a good management and leadership background in either Federal contracts and/or public/ private work infrastructure with good interpersonal communications skills. Should possess self-confidence and the ability to reason and solve problems. Must be computer proficient in all areas of Microsoft Office software (Microsoft Word, Excel, Power Point, etc.) General office demands. Must be in good physical condition and be able to travel as required.

Must have ability to maintain assigned work hours. Must have sufficient endurance to perform tasks over long periods of time.

Supervises Project Staff as assigned who are responsible for contract performance, safety, and quality at site.

Job Location Code:

AFS Fairbanks, Alaska

Required Experience:

PMP Certification

10 years 'experience including 7 years of supervisory responsibility. A four-year Bachelor's degree in engineering or construction management is required. Minimum 10 years of experience in construction projects. Excellent communication skills. Good understanding of MEP building systems. Thorough knowledge of legal issues and safety standards is essential. Strong computer skills using MS Office (Word and Excel) required. Experience with Government contracts.

#abc

Qualifications

Skills

Preferred

Microsoft Office 365 Suite	<i>Intermediate</i>
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Education

Required

Bachelors or better in Engineering or related field.

Licenses & Certifications

Preferred

We Are One - Ataqan Akun 

	Annual	Multipe					
	\$61,424.00	3				\$184,272.00	
eer Impact	\$98,000.00	8				\$784,000.00	
	\$300,000.00		2			\$600,000.00	
						SUBTOTAL	
	Years		Total	Per	Total	With SUBTOTAL	
um	36.5M	5	80% 29.8M	147.5M	15.00%	\$22,125,000.00	\$23,693,272.00
um	36.5M	5	80% 29.8M	147.5M	25.00%	\$36,875,000.00	\$38,443,272.00
um	48M	5	80% 38.4M	192M	15.00%	\$28,800,000.00	\$30,368,272.00
um	48M	5	80% 38.4M	192M	25.00%	\$48,000,000.00	\$49,568,272.00

Certificate Of Service

e-Appeal has handled service of the assembled pleading to MSPB and all of the Parties.

Following is the list of the Parties in the case:

Name & Address	Documents	Method of Service
MSPB: Western Regional Office	MOTION TO SUBMIT FINAL EVIDENCE	e-Appeal / e-Mail
Gwendolyn L. Smith, Esq. Agency Representative	MOTION TO SUBMIT FINAL EVIDENCE	e-Appeal / e-Mail
Pacific Region Agency Representative	MOTION TO SUBMIT FINAL EVIDENCE	e-Appeal / e-Mail