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**REPORT INSERT – OFFICE OF INSPECTOR GENERAL
MEMORANDUM OF INTERVIEW**

INTERVIEW OF ██████████ Contract Specialist, GSA	DATE OF INTERVIEW December 7, 2010
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On December 7, 2010, ██████████ Regional Inspector General for Audits (RIGA), General Services Administration (GSA), Office of Inspector General (OIG), Heartland Region Audit Office, Kansas City, MO, and the Reporting Agent (RA), GSA-OIG, Midwest Regional Investigations Office (JI-6), Kansas City, MO, interviewed ██████████ Contract Specialist, GSA, Public Buildings Service (PBS), Facilities Maintenance & Management, Kansas City, MO, in regard to JANE MOBLEY & ASSOCIATES, INC. (JMA), 116 West 3rd Street, Suite 102, Kansas City, MO 64105-1274. JMA is a public relations (PR) firm that was hired by the GSA to provide environmental communications services for the GSA-controlled Bannister Federal Complex. ██████████ was the Contracting Officer who was assigned to the JMA task order awarded by GSA. The interview took place at the GSA-OIG office of RIGA ██████████

██████████ stated that she has been employed with GSA since June 2007 and that she possesses a \$10 million dollar warrant. She said that her duties include, but are not limited to, team leader, administering contracts, soliciting contracts and awarding contracts. ██████████ said that she is in a non-supervisory position. ██████████ stated that her supervisor during the time the JMA task order was awarded was ██████████, Deputy Director, GSA, PBS, Facilities Management & Services Programs (FMSP); however, ██████████ went on paternity leave, so she then reported to Robert Juarez, Director, GSA, PBS, FMSP.

When asked whose idea it was to use a PR firm in regard to the environmental issues at the Bannister Federal Complex, ██████████ said that ██████████ had originally mentioned to her that GSA may be looking to use a PR firm in the near future. ██████████ said that after ██████████ left on paternity leave Juarez approached her and told her that a task order needed to be completed for a PR firm for the Bannister Federal Complex. ██████████ said that on February 4, 2010, she was called to Mary Ruwwe's, Regional Commissioner, GSA, PBS, Kansas City, MO, office. According to ██████████ Ruwwe was on the telephone with Rich Hood, Environmental Protective Agency (EPA), Kansas City, MO, and they all discussed the task order. ██████████ said that Hood provided the Scope of Work to Ruwwe, via email, and then Ruwwe gave it to ██████████.

When asked why she was selected to be the Contracting Officer for this particular task order, ██████████ stated that she was the current team leader because ██████████ Contract Specialist, GSA, PBS, Contract Services Branch, was at a leadership conference. When asked if this was the first contract of this type that she had ever done, ██████████ stated, "Yes." ██████████ was asked if she thought the JMA price was reasonable, to which she responded that on Schedule contracts prices are already determined to be fair and reasonable. ██████████ continued that she looked at JMA's prices in comparison to other schedule vendors to determine if GSA was getting the best value.

██████████ was asked why GSA chose JMA, to which she said, "I don't know," but she opined that it was because JMA was local. ██████████ said that she was called into Ruwwe's office and Ruwwe told her that she (Ruwwe) wanted the task order issued to JMA. According to ██████████, Ruwwe said that EPA had previously worked with JMA. When asked what would have happened if the price comparison had shown that another

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OTHER ADMINISTRATIVE INFORMATION (Use continuation sheet, GSA Form 9506-C)

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vendor had better rates, ██████ said that she would have told someone. When asked if there were lower priced vendors, ██████ said "I did a random search and printed those off that had published prices."

With regard to the Scope of Work, ██████ said that it was provided by Hood. When asked if she had any dealings with Hood, ██████ said that she had spoken with him over the telephone and had exchanged emails, but she had not met him. When asked how many vendors, other than JMA, were used in the price comparison, ██████ said two. When asked if it was a competitive award, ██████ stated, "No, it was urgent and compelling." When asked what made it urgent and compelling, ██████ said that everything surrounding the current situation, which include environmental issues at the time, the press, the child care parents and other stakeholders. RIGA ██████ asked ██████ if there were any other options she could have use to get it done quickly, to which ██████ said, "No, using the schedule was the fastest option because prices were declared fair and reasonable."

When asked if the task order was done via a simplified acquisition, ██████ said, "Yes, it wasn't competed. We utilized those procedures since it was under \$100,000." (Note: Non-commercial simplified acquisition amount is now \$150,000.) RIGA ██████ asked if there had been any discussions about keeping the award amount under \$100,000, to which ██████ said there was no discussion about keeping it under \$100,000. ██████ stated that commercial simplified acquisitions can be done up to \$5 million dollars, and all Schedule contracts are commercial items or services. When asked if the original task order had been over \$100,000 if it would have been done differently, ██████ said that it didn't matter if it was under or over \$100,000. ██████ explained that a task order under \$100,000 only requires her to complete one form, whereas a task order over \$100,000 requires her to complete between five to seven documents. When asked if JMA was trying to keep the award amount under \$100,000, ██████ said, "I don't think so." With regard to Modification PS01 (MOD), RIGA ██████ questioned whether anything changed when the dollar amount was pushed over \$100,000. ██████ said that as long as the MOD is to add additional work within the Scope of Work, it doesn't change anything.

When asked if the procurement for PR services could have been done any other way, ██████ said that the MAS is the vehicle that is used. When asked if it could have been bid out, ██████ said, "Yes, but that it would not have been good for urgent and compelling reasons." ██████ said that the Federal Acquisition Manual (FAR) mandates going to the MAS Schedule to acquire or use a vendor.

██████████ was asked why the task order was considered firm fixed-price; she responded that the government typically uses firm fixed-price task orders/contracts to put the onus on the vendor. When asked if she had any issues with the task order being firm fixed-price, ██████ said, "No." ██████ stated that there should be no issues because the Scope of Work detailed what JMA needed to do, and THEY provided a firm fixed-price. When asked if there were any problems awarding the original contract (GS-23F-0354P), ██████ said that there weren't any issues. In regard to the MOD, ██████ said that ██████ had returned from paternity leave and had talked to JMA, so she didn't know what had come up; however, she speculated that GSA didn't know how long they were going to keep JMA on board, and didn't know exactly what they (JMA) needed to do. When asked how the MOD could be classified as fixed-price when the invoices show the number of hours worked, ██████ stated that ██████ directed JMA to keep track of hours and names of JMA people that worked on the projects.

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RIGA ██████ asked ██████ if she would be concerned if JMA made a lot of money and didn't provide the services and/or people, to which she responded, "That's the risk you take with fixed-price because THEIR rates were already declared fair and reasonable." When asked for the names of the technical people that looked at the task order, ██████ stated that Ruwwe and Juarez looked at it first, and then it was sent to Hood. According to ██████, Hood corresponded with JMA about the GSA task order.

RIGA ██████ stated to ██████ that the MODs appear to show that GSA used JMA's previously billed hours from the original task order to determine the proposed hours for the MOD, to which ██████ said that GSA is allowed to use historical data to determine an estimate. RIGA ██████ asked ██████ why ██████ asked for an estimate when it wasn't originally needed, to which ██████ said the FAR and GSA Acquisition Manual do not require it, but she opined that it's because of the way their office used to do things.

When asked how GSA would know if it got what it paid for, in regard to JMA, ██████ said that JMA sent invoices to GSA, and she sent them to Hood and ██████, Public Affairs Officer, GSA, PBS, Office of the Regional Commissioner, and they determined whether services were received. In regard to why Hood was removed as the Technical Point of Contact on the MODs, ██████ said she did not know, ██████ said to change it to David Hartshorn, Industrial Hygienist, GSA, Energy & Environmental Branch, Kansas City, MO. When asked if Hartshorn did anything as Technical Point of Contact for the task order, Martin said, "Not that I know of. He was the main technical person for the rest of what was happening, and I speculate they wanted to keep it the same. He never had any direct contact with me."

When asked what documentation Hood provided to her to approve payment to JMA, ██████ stated that Hood sent her emails, and that she also had ██████ approve the invoices. According to Martin, documents remained with the Contracting Officer's Representative (COR) file, just as they do with janitorial and Operations/Maintenance reports. ██████ said that she contacted Hood and ██████ and told them how many hours JMA was billing for, and asked them to approve the payment. RIGA ██████ asked ██████ if this was the only contract that she was aware of with a non-GSA person approving payment, and ██████ said, "Yes." When asked if Hood was ever provided a COR letter, ██████ said, "No, it doesn't necessarily have to be done for a Technical Point of Contact." When asked if there was a difference between a COR and Technical Point of Contact, ██████ said, "No," that she uses the terms interchangeably. When asked if she had any other contact with people in regard to their work on the task order, ██████ said, "No."

When asked if she had ever awarded a Time & Materials (T&M) contract, ██████ said, "Yes," although not while employed with GSA. ██████ said that she had awarded T&M contracts while she was in the Air Force for research & development. When asked if she would consider the JMA task order to be research and development, ██████ said, "No." When asked why the task order was ended, ██████ stated it was because the services had been completed. ██████ said that they were developing a longer term Blanket Purchase Agreement (BPA) that would be broader. According to ██████, the BPA was awarded to JMA, but no work had been done on it.

When asked if she had heard any rumors about JMA and why there are alleged issues with GSA hiring a PR firm, ██████ said, "No." ██████ said that while she was gone on maternity leave she saw the McCaskill news stories, so she assumed it had something to do with McCaskill.

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██████████ was asked if she had any concerns or reservations about the JMA task order, to which she responded, "No." When asked if anyone has ever directed her to use a company for services or supplies, other than JMA, ██████████ said that it happened while she was with the Department of Defense, otherwise it hasn't happened at GSA, but this particular instance was urgent and compelling.