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MEMORANDUM on OSC FILE No. DI08-1101

I have some reservation as to the validity of the IG's investigation into this matter as I previously reported this to that office and initially rebuffed as not rising to the level requiring investigation as I was informed the IG only normally investigated criminal acts. I spent several days trying to convince an investigator from that office that a violation of the Federal Acquisition Regulations (FAR) could be considered a crime. That not withstanding, there were a few points that I believe the IG did not look at or did not get a proper answer to:

Did a warranted contracting officer review the purchase and authorize OAS to use a purchase card verses contracting this purchase. I do not believe Ms. Taylor is a warranted contracting officer. She only authorized an increase in the purchase card limit, to my knowledge, and did not waiver the FAR or the CAM requirements. If Mike Anastasio was involved, in the 18 months I worked with him, he would have asked for a waiver request in writing and would have formally responded back.

Did a warranted contracting official review the fact that OAS purchased these items from a second party, one who presently had a contract with Commerce to install a software application. As I wrote the Statement of Work for the contract, I know that there was no provision to purchase hardware, only software. This would have been outside of the scope of the contract. A company whose contract had grown from $730,000 to well over $3,000,000, failed to meet any deadline or even deliver a product that worked.

Did anyone compare the cost of the scanners purchased from the contractor with price the manufacturer would have charged? DOC had purchased scanners several times in the past from the manufacturer and was given a preferred price each time.

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