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December 8, 2010

Stuart O. Simms  
Brown Goldstein & Levy  
120 East Baltimore Street  
Suite 1700  
Baltimore, MD 21202

Re: United States v. Jeffrey Harmon  
Criminal No. RDB-10-0386

Dear Mr. Sims:

This letter, together with the Sealed Supplement, confirms the plea agreement which has been offered to the Defendant by the United States Attorney's Office for the District of Maryland ("this Office"). If the Defendant accepts this offer, please have him execute it in the spaces provided below. If this offer has not been accepted by **December 13, 2010**, it will be deemed withdrawn. The terms of the agreement are as follows:

Offense of Conviction

1. The Defendant agrees to waive indictment and plead guilty to a Superseding Criminal Information which will charge him with conspiracy to violate 18 U.S.C. §201(c)(1)(A) (unlawful payments to a public official), in violation of 18 U.S.C. 371. The Defendant admits that he is, in fact, guilty of that offense and will so advise the Court.

Elements of the Offense

2. The elements of the offense to which the Defendant has agreed to plead guilty, and which this Office would prove if the case went to trial, are as follows:

- a. First, that two or more persons entered the unlawful agreement charged in the Superseding Information;
- b. Second, that the defendant knowingly and willfully became a member of the conspiracy;
- c. Third, that one of the members of the conspiracy knowingly committed at least one of the



overt acts charged in the Superseding Information; and

d. Fourth, that an overt act was committed to further some objective of the conspiracy.

#### Penalties

3. The maximum sentence provided by statute for the offense to which the Defendant is pleading guilty is as follows: five (5) years imprisonment, three (3) years supervised release, and a maximum fine of \$250,000 or twice the pecuniary gain under the alternative fine provision, 18 U.S.C. 3571(b)(3) and (d). In addition, the Defendant must pay \$100 as a special assessment pursuant to 18 U.S.C. § 3013, which will be due and should be paid at or before the time of sentencing. This Court may also order him to make restitution of \$109,919.74 pursuant to 18 U.S.C. §§ 3663, 3663A, and 3664.<sup>1</sup> If a fine or restitution is imposed, it shall be payable immediately, unless, pursuant to 18 U.S.C. § 3572(d), the Court orders otherwise. The Defendant understands that if he serves a term of imprisonment, is released on supervised release, and then violates the conditions of his supervised release, his supervised release could be revoked - even on the last day of the term - and the Defendant could be returned to custody to serve another period of incarceration and a new term of supervised release. The Defendant understands that the Bureau of Prisons has sole discretion in designating the institution at which the Defendant will serve any term of imprisonment imposed.

#### Waiver of Rights

4. The Defendant understands that by entering into this agreement, he surrenders certain rights as outlined below:

a. If the Defendant had persisted in his plea of not guilty, he would have had the right to a speedy jury trial with the close assistance of competent counsel. That trial could be conducted by a judge, without a jury, if the Defendant, this Office, and the Court all agreed.

b. If the Defendant elected a jury trial, the jury would be composed of twelve individuals selected from the community. Counsel and the Defendant would have the opportunity to challenge prospective jurors who demonstrated bias or who were otherwise unqualified, and would have the opportunity to strike a certain number of jurors peremptorily. All twelve jurors would have to agree unanimously before the Defendant could be found guilty of any count. The jury would be instructed that the Defendant was presumed to be innocent, and that presumption could be overcome only by proof beyond a reasonable doubt.

c. If the Defendant went to trial, the government would have the burden

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<sup>1</sup> Pursuant to 18 U.S.C. § 3612, if the Court imposes a fine in excess of \$2,500 that remains unpaid 15 days after it is imposed, the Defendant shall be charged interest on that fine, unless the Court modifies the interest payment in accordance with 18 U.S.C. § 3612(f)(3).

of proving the Defendant guilty beyond a reasonable doubt. The Defendant would have the right to confront and cross-examine the government's witnesses. The Defendant would not have to present any defense witnesses or evidence whatsoever. If the Defendant wanted to call witnesses in his defense, however, he would have the subpoena power of the Court to compel the witnesses to attend.

d. The Defendant would have the right to testify in his own defense if he so chose, and he would have the right to refuse to testify. If he chose not to testify, the Court could instruct the jury that they could not draw any adverse inference from his decision not to testify.

e. If the Defendant were found guilty after a trial, he would have the right to appeal the verdict and the Court's pretrial and trial decisions on the admissibility of evidence to see if any errors were committed which would require a new trial or dismissal of the charges against him. By pleading guilty, the Defendant knowingly gives up the right to appeal the verdict and the Court's decisions.

f. By pleading guilty, the Defendant will be giving up all of these rights, except the right, under the limited circumstances set forth in the "Waiver of Appeal" paragraph below, to appeal the sentence. By pleading guilty, the Defendant understands that he may have to answer the Court's questions both about the rights he is giving up and about the facts of his case. Any statements the Defendant makes during such a hearing would not be admissible against him during a trial except in a criminal proceeding for perjury or false statement.

g. If the Court accepts the Defendant's plea of guilty, there will be no further trial or proceeding of any kind, and the Court will find him guilty.

h. By pleading guilty, the Defendant will also be giving up certain valuable civil rights and may be subject to deportation or other loss of immigration status. The Defendant recognizes that if he/she is not a citizen of the United States, pleading guilty may have consequences with respect to his/her immigration status. Under federal law, conviction for a broad range of crimes can lead to adverse immigration consequences, including automatic removal from the United States. Removal and other immigration consequences are the subject of a separate proceeding, however, and the Defendant understands that no one, including his/her attorney or the Court, can predict with certainty the effect of a conviction on immigration status. Defendant nevertheless affirms that he/she wants to plead guilty regardless of any potential immigration consequences.

#### Advisory Sentencing Guidelines Apply

5. The Defendant understands that the Court will determine a sentencing guidelines range for this case (henceforth the "advisory guidelines range") pursuant to the Sentencing Reform Act of 1984 at 18 U.S.C. §§ 3551-3742 (excepting 18 U.S.C. §§ 3553(b)(1) and 3742(e)) and 28 U.S.C. §§ 991 through 998. The Defendant further understands that the

Court will impose a sentence pursuant to the Sentencing Reform Act, as excised, and must take into account the advisory guidelines range in establishing a reasonable sentence.

#### Factual and Advisory Guidelines Stipulation

6. This Office and the Defendant understand, agree and stipulate to the Statement of Facts set forth in Attachment A which this Office would prove beyond a reasonable doubt, and to the following applicable sentencing guidelines factors:

The base offense level from the applicable sentencing guideline, U.S.S.G. 2X1.1(a); 2C1.2(a)(2), is 9. Eight (8) levels are added because the amount of the payments to the public official were more than \$70,000 and less than \$120,000. 2C1.2(b)(2); 2B1.1(b)(a)(E). The offense level is 17.

This Office does not oppose a two-level reduction in the Defendant's adjusted offense level, based upon the Defendant's apparent prompt recognition and affirmative acceptance of personal responsibility for his criminal conduct. This Office agrees to make a motion pursuant to U.S.S.G. § 3E1.1(b) for an additional one-level decrease in recognition of the Defendant's timely notification of his intention to plead guilty. This Office may oppose any adjustment for acceptance of responsibility if the Defendant (a) fails to admit each and every item in the factual stipulation; (b) denies involvement in the offense; (c) gives conflicting statements about his involvement in the offense; (d) is untruthful with the Court, this Office, or the United States Probation Office; (e) obstructs or attempts to obstruct justice prior to sentencing; (f) engages in any criminal conduct between the date of this agreement and the date of sentencing; or (g) attempts to withdraw his plea of guilty. Provided the defendant continues to accept responsibility, his final adjusted offense level is 14.

The Defendant understands that there is no agreement as to his criminal history or criminal history category, and that his criminal history could alter his offense level if he is a career offender or if the instant offense was a part of a pattern of criminal conduct from which he derived a substantial portion of his income.

7. This Office and the Defendant agree that with respect to the calculation of the advisory guidelines range, no other offense characteristics, sentencing guidelines factors, potential departures or adjustments set forth in the United States Sentencing Guidelines will be raised or are in dispute.

### Sentencing

8. At the time of sentencing, this Office will recommend a sentence within the guideline range. At the time of sentencing, this Office will move to dismiss any open charges against the Defendant.

9. The defendant will recommend to the Court any sentence he deems appropriate pursuant to 18 U.S.C. 3553(a).

10. The parties reserve the right to bring to the Court's attention at the time of sentencing, and the Court will be entitled to consider, all relevant information concerning the Defendant's background, character and conduct, including the conduct that is the subject of the counts of the Indictment that this Office has agreed to dismiss at sentencing.

11. The Defendant agrees to the entry of a Restitution Order for the full amount of the victim's losses in the amount of **\$109,919.74** and to a criminal fine of **\$25,000**, both of which will be due and payable immediately. The Defendant agrees that, pursuant to 18 U.S.C. §§ 3663 and 3663A and §§ 3563(b)(2) and 3583(d), the Court may order restitution of the full amount of the actual, total loss caused by the offense conduct set forth in the factual stipulation. The Defendant further agrees that he will fully disclose to the probation officer and to the Court, subject to the penalty of perjury, all information, including but not limited to copies of all relevant bank and financial records, regarding the current location and prior disposition of all funds obtained as a result of the criminal conduct set forth in the factual stipulation. The Defendant further agrees to take all reasonable steps to retrieve or repatriate any such funds and to make them available for restitution. If the Defendant does not fulfill this provision, it will be considered a material breach of this plea agreement, and this Office may seek to be relieved of its obligations under this agreement.

### Collection of Financial Obligations

12. The Defendant expressly authorizes the U.S. Attorney's Office to obtain a credit report in order to evaluate the Defendant's ability to satisfy any financial obligation imposed by the Court.

In order to facilitate the collection of financial obligations to be imposed in connection with this prosecution, the Defendant agrees to disclose fully all assets in which the Defendant has any interest or over which the Defendant exercises control, directly or indirectly, including those held by a spouse, nominee or other third party.

The Defendant will promptly submit a completed financial statement to the United States Attorney's Office, in a form this Office prescribes and as it directs. The Defendant promises that the financial statement and disclosures will be complete, accurate and truthful, and understands that any willful falsehood on the financial statement will be a separate crime and may be punished under 18 U.S.C. § 1001 by an additional five years' incarceration and fine.

### Waiver of Appeal

13. In exchange for the concessions made by this Office and the Defendant in this plea agreement, this Office and the Defendant waive their rights to appeal as follows:

- a) The Defendant knowingly waives all right, pursuant to 28 U.S.C. § 1291 or otherwise, to appeal the Defendant's conviction;
- b) The Defendant and this Office knowingly waive all right, pursuant to 18 U.S.C. § 3742 or otherwise, to appeal whatever sentence is imposed (including the right to appeal any issues that relate to the establishment of the advisory guidelines range, the determination of the defendant's criminal history, the weighing of the sentencing factors, and the decision whether to impose and the calculation of any term of imprisonment, fine, order of forfeiture, order of restitution, and term or condition of supervised release), except as follows: (i) the Defendant reserves the right to appeal any term of imprisonment to the extent that it exceeds **21** months' imprisonment; (ii) and this Office reserves the right to appeal any term of imprisonment to the extent that it is below **15** months' imprisonment.
- c) Nothing in this agreement shall be construed to prevent the Defendant or this Office from invoking the provisions of Federal Rule of Criminal Procedure 35(a), or from appealing from any decision thereunder, should a sentence be imposed that resulted from arithmetical, technical, or other clear error.
- d) The Defendant waives any and all rights under the Freedom of Information Act relating to the investigation and prosecution of the above-captioned matter and agrees not to file any request for documents from this Office or any investigating agency.

### Obstruction or Other Violations of Law

14. The Defendant agrees that he will not commit any offense in violation of federal, state or local law between the date of this agreement and his sentencing in this case. In the event that the Defendant (i) engages in conduct after the date of this agreement which would justify a finding of obstruction of justice under U.S.S.G. § 3C1.1, or (ii) fails to accept personal responsibility for his conduct by failing to acknowledge his guilt to the probation officer who prepares the Presentence Report, or (iii) commits any offense in violation of federal, state or local law, then this Office will be relieved of its obligations to the Defendant as reflected in this agreement. Specifically, this Office will be free to argue sentencing guidelines factors other than those stipulated in this agreement, and it will also be free to make sentencing recommendations other

than those set out in this agreement. As with any alleged breach of this agreement, this Office will bear the burden of convincing the Court of the Defendant's obstructive or unlawful behavior and/or failure to acknowledge personal responsibility by a preponderance of the evidence. The Defendant acknowledges that he may not withdraw his guilty plea because this Office is relieved of its obligations under the agreement pursuant to this paragraph.

#### Court Not a Party

15. The Defendant expressly understands that the Court is not a party to this agreement. In the federal system, the sentence to be imposed is within the sole discretion of the Court. In particular, the Defendant understands that neither the United States Probation Office nor the Court is bound by the stipulation set forth above, and that the Court will, with the aid of the Presentence Report, determine the facts relevant to sentencing. The Defendant understands that the Court cannot rely exclusively upon the stipulation in ascertaining the factors relevant to the determination of sentence. Rather, in determining the factual basis for the sentence, the Court will consider the stipulation, together with the results of the presentence investigation, and any other relevant information. The Defendant understands that the Court is under no obligation to accept this Office's recommendations, and the Court has the power to impose a sentence up to and including the statutory maximum stated above. The Defendant understands that if the Court ascertains factors different from those contained in the stipulation set forth above, or if the Court should impose any sentence up to the maximum established by statute, the Defendant cannot, for that reason alone, withdraw his guilty plea, and will remain bound to fulfill all of his obligations under this agreement. The Defendant understands that neither the prosecutor, his counsel, nor the Court can make a binding prediction, promise, or representation as to what guidelines range or sentence the Defendant will receive. The Defendant agrees that no one has made such a binding prediction or promise.

#### Entire Agreement

16. This letter supersedes any prior understandings, promises, or conditions between this Office and the Defendant and, together with the Sealed Supplement, constitutes the complete plea agreement in this case. The Defendant acknowledges that there are no other agreements, promises, undertakings or understandings between the Defendant and this Office other than those set forth in this letter and the Sealed Supplement and none will be entered into unless in writing and signed by all parties.

If the Defendant fully accepts each and every term and condition of this agreement, please sign and have the Defendant sign the original and return it to me promptly.

Very truly yours,

Rod J. Rosenstein  
United States Attorney

By: Joyce K. McDonald  
Joyce K. McDonald  
Assistant United States Attorney

I have read this agreement, including the Sealed Supplement, and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Specifically, I have reviewed the Factual and Advisory Guidelines Stipulation with my attorney, and I do not wish to change any part of it. I am completely satisfied with the representation of my attorney.

12/12/10  
Date

Jeffrey M. Harmon  
Jeffrey M. Harmon

I am Mr. Harmon's attorney. I have carefully reviewed every part of this agreement, including the Sealed Supplement, with him. He advises me that he understands and accepts its terms. To my knowledge, his decision to enter into this agreement is an informed and voluntary one.

12/12/10  
Date

Stuart O. Simms  
Stuart O. Simms, Attorney



## **STATEMENT OF FACTS**

*This Office and the Defendant understand, agree and stipulate to the following which this Office would prove beyond a reasonable doubt. This Statement does not include all of the proof which the Government would offer.*

### **Background**

The National Security Agency ("NSA") is a component of the United States Department of Defense. In 2002, NSA held a sealed bid competition for the waste removal contract. Waste Management was the winning bidder, and NSA and Waste Management entered into a contract which did not mention Berg Bros Recycling or any other metal recycler. (Berg Bros had been invited by NSA to bid on the waste removal contract, but it did not submit a bid.) Part of the waste removal was to truck garbage to a landfill; part of the waste removal was to truck recyclables to recycling facilities. Paragraph 5.13.1 in the Statement of Work (a part of the contract) states that the contracting officer's representative may give directions on where to take materials under the contract.

Gerald Berg owned Berg Bros Recycling. Berg Bros hired Jeff Harmon away from United Iron to be the president of Berg Bros Recycling. Gerald Berg is the father of Adam Berg. In 2000, Adam Berg became a corporate officer, the treasurer of Berg Bros Recycling, and began to work there. Generally, Harmon found customers for Berg Bros— individuals or companies who brought metals to Berg Bros and to whom Berg Bros paid a fee for their metals. Adam Berg sold the metals to other metal recyclers. Berg Bros primarily handled ferrous material although it also received copper, aluminum and brass and sold those as well.<sup>1</sup> After Adam Berg

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<sup>1</sup>Ferrous is any metal containing iron; non-ferrous metals are metals without iron such as aluminum, copper or brass.

joined Berg Bros, he put the company's records onto QuickBooks, a business accounting software. Each customer had its own account and account number; each weigh ticket for that customer was recorded on QuickBooks. The checks to customers were also printed through QuickBooks. Adam Berg and Jeff Harmon both had corporate authority to sign checks for Berg Bros. Jeff Harmon was not familiar with QuickBooks and could not use the accounting software.

Originally, the contracting officer for NSA was Robert Ducharme, and the contracting officer's representative was Cartier McKinzie. The contracting officer's representative ("COR") was responsible for the day-to-day administration of the contract. Waste Management had two truck drivers who had the requisite security clearances to work at NSA, and they were permanently assigned to the NSA waste removal contract.<sup>2</sup> These two truck drivers would pick up loads of metal recycling from NSA, drive to Berg Bros, be weighed with the full weight of the load, dump their metals in the Berg Bros recycling yard, and then be re-weighed to determine the empty weight of the truck. The Waste Management driver told the Berg scale operator that they had a load for NSA and the scale operator issued a weigh ticket which recorded the customer (NSA), the trucker (WM for Waste Management), Waste Management's truck number, the full and empty weights of the truck, and the date and time. The weigh ticket had white, pink and yellow copies. The Berg scale operator gave the pink copy of the weigh ticket to the Waste Management driver, which the driver turned in with his trip record to Waste Management. Berg Bros kept the white and yellow copy of the weigh ticket. The difference between the full weight and empty weight of the load was used as the weight of the metals. Berg employees separated

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<sup>2</sup>The drivers were also responsible for garbage removal, but that part of the contract is not implicated in this case.

the metals by category; the non-ferrous metals and various grades of iron metals were paid at different rates. Adam Berg, or a bookkeeper who worked under his supervision, wrote a check on a monthly basis to NSA to pay for the NSA metals. Adam Berg, or the bookkeeper who reported to him, sent NSA the Berg Bros Recycling check, a QuickBooks printout of all the weigh tickets, and the yellow copies of the weigh tickets.

NSA had various renovation projects for its buildings which generated a high volume of construction debris and metal recycling. Rebar, pipes and metal wall studs were torn out and recycled; in addition, the replacement of copper communication cabling with fiber optic cabling generated copper recycling.

#### Offense Conduct

On December 2, 2003, NSA designated Robert Adcock as the COR; Cartier McKinzie was his supervisor. When Robert Adcock replaced McKinzie as the COR, Cartier McKinzie took him to Berg Bros Recycling for a site visit and introduced him to Jeff Harmon and Adam Berg as NSA's contracting officer's representative. In the customer list which Berg Bros maintained, for the customer "NSA", "Cartier McKinzie" and "Bob" are listed as the contacts, and the telephone number for the office where McKinzie and Adcock worked at NSA is listed. Harmon began giving to Adcock small amounts of cash from time to time as a thank you or bonus.

NSA maintained a fenced in storage area at Ft. Meade which it leased from the U.S. Army. The Army designated this area as the "8400 Area." NSA built five covered units, each with four bays, to house a wide variety of copper cable used for communications as well as smaller amounts of fiber optic cable. The cable was kept on large wooden spools. NSA also kept the steel couplers for cable connections, discarded metal racks for large computer servers, and

other equipment. NSA had two forklifts including a heavy duty forklift on site. NSA made the decision to contract out its communications and power needs to a private consortium called Eagle Alliance. Eagle Alliance had an opportunity to choose whatever equipment it would need from the 8400 Area. Because communications were moving from copper to fiber optic cable, little was chosen. The Army wanted the 8400 Area back, and NSA had to clear the area. Adcock had Waste Management drivers bring a 30 cubic yard roll off container to the 8400 Area.

From March 30, 2004 to October 2004, Waste Management drivers emptied the 8400 Area taking container after container to Berg Recycling. The Waste Management drivers stated to the scale operator at Berg Bros that they were there for NSA, and the Berg Bros scale operator recorded "NSA" as the customer on each and every weigh ticket. Sometimes, but not always, Harmon or Adam Berg acted as the scale operator.

The Waste Management driver submitted the pink weigh ticket which listed "NSA" as the customer along with his service ticket to Waste Management's accounting department which added up all the tickets from landfills and metal recyclers and billed NSA for trucking services. One of Adcock's responsibilities was to review the Waste Management invoices to NSA and authorize them for payment.

Adcock's father had formed a company called "SRK Development" which used the initials of his children. The company was dormant in 2004. At Robert Adcock's request, his father opened a bank account for "SRK." Berg Bros opened an account on its books for "SRK." No telephone contact information for the customer was listed in the Berg Bros books. The payments for all of the loads from clearing the Ft. Meade 8400 Area were paid to "SRK." On some of the white copies of weigh tickets retained by Berg Bros and recovered during execution

of a search warrant, "NSA" is marked through and "SRK" or "SRK Development" is written in Jeff Harmon's handwriting. On others, "NSA" still appears on the weigh ticket, but payment was made to SRK.

During 2004 and through February 2005 Berg Bros issued five checks to "SRK", the checks were for \$26,006, \$8,316.80, \$7,160.48, \$3,874.02, and \$2,300.62 and all were signed by Adam Berg except for the \$3,874.02 check which was signed by Jeff Harmon. After those checks were issued payable to "SRK", there was a change in the pattern. The checks were issued to "Cash," but SRK was noted on the face of the check as the customer, and the checks were recorded in QuickBooks as payments to SRK. The weigh ticket numbers in QuickBooks for SRK all correspond to weigh ticket numbers which the Waste Management drivers submitted to its accounting department as loads driven for NSA. The weigh tickets in Berg Bros records recovered during execution of the search warrant all identify "NSA" as the customer. On some of the weigh tickets, "NSA" has been marked through and "SRK" has been written as the customer in Jeff Harmon's handwriting.

David Kellerman, a Berg Bros employee, took the "Cash" checks with "SRK" listed as the customer to the bank to cash. A Berg Bros employee alerted the bank to the fact that an employee was coming to cash a check. Kellerman returned the cash to either Jeff Harmon or Adam Berg. Bob Adcock drove to Berg Bros, typically on Friday afternoon, and picked up his cash from either Harmon or Adam Berg.

In all, Berg Bros issued 39 checks to SRK or to cash with SRK noted as the customer; all the checks were for weigh tickets originally labelled "NSA". Adam Berg signed 26 of the checks and Jeffrey Harmon signed 13 of the checks. After the 8400 Area was cleared, the Berg Bros

cash payments to "SRK" were lower in amount. The cash payments varied between \$954.24 and \$3,120.00. A total of \$104,989.04 was paid to Bob Adcock between May 2004 and March 2006 by Berg Bros Recycling.

In April 2006, Jeffrey Harmon left Berg Bros' employment and returned to United Iron. "NSA" and "SRK" were opened on the books of United Iron as customers; "NSA" was customer number 2096 and SRK was customer number 2097. Jeffrey Harmon is listed as the customer representative from United Iron for NSA; no customer representative is listed for SRK. According to the opening customer information, NSA was to be paid by check; SRK was to be paid via ATM. From April 12, 2006 - June 8, 2006, United Iron paid Robert Adcock by loading cash onto an ATM swipe card.<sup>3</sup> Each of the ATM cards issued to Adcock was based on a load driven by Waste Management drivers for NSA. Harmon as a buyer could override United Iron's computer system and authorize an ATM card payment for NSA despite the designation of NSA as "check only." On ten occasions, United Iron issued ATM swipe cards for NSA loads and paid Adcock between \$180 and \$1,267.20 on each one for a total of \$4,930.70.

The scheme came to an end in June 2006. NSA was beginning a new extensive renovation program. At Adcock's suggestion, Harmon recruited Redmond Trucking to bring its roll off containers to NSA for placement at the construction site. Adcock handled the security authorizations to permit the containers to be brought into the facility and for Redmond drivers to be authorized to pick up and deliver from NSA. The plan was for the metal recycling from the renovations to all be trucked by Redmond. Redmond was to deliver the material to United Iron,

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<sup>3</sup> United Iron maintained an ATM machine on its premises which dispensed the cash from the swipe cards issued by its scale house operators.

Decker and Cambridge Recycling. The recycler who received the metal was to pay the trucking fee at the rate of \$185 per load directly to Redmond. The recycling fees were to go to SRK. The Redmond containers were a different color than the Waste Management containers, and they were immediately noticed by NSA contracting officials who knew that the use of a different trucking company would violate its contract with Waste Management. An internal investigation was begun, and Adcock was relieved of his responsibilities as the contracting officer's representative. No loads were ever trucked by Redmond. NSA appointed new contracting officer representatives in place of Adcock.