

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

UNITED STATES OF AMERICA * CRIMINAL NO: 11-061
VERSUS * SECTION: "I" (3)
ROBERT BLEVINS *

* * *

FACTUAL BASIS

Should this matter proceed to trial, the government would have proven, through the introduction of competent testimony and admissible, tangible exhibits, the following facts beyond a reasonable doubt, to support the allegations in the superseding bill of information now pending against the defendant, **ROBERT BLEVINS**. The defendant, **ROBERT BLEVINS**, has agreed to plead guilty as charged to the superseding bill of information charging him with a violation of the Federal Conflict of Interest Law in relation to Title 18, United States Code, Sections 208(a) and 216(a)(1).

The government would submit documents demonstrating the defendant, **ROBERT BLEVINS**, became a Federal Emergency Management Agency (FEMA) employee on or about 1997 and continued as a federal employee with FEMA until his resignation was effective on April 14,

2006. Documentation would demonstrate FEMA, during the time periods of this bill of information, was an agency of the United States and a part of the Executive Branch of the United States Government. Documentation and testimony would establish in 2004, 3-D Disaster Services, Inc., owned and controlled by David Dangler and his wife, B.S.D., was the successful bidder on a FEMA contract for cleaning and maintenance of travel trailers located at the FEMA facility in Ft. Pierce, Florida. Documents would establish the defendant, **ROBERT BLEVINS**, was an accounting property officer (APO) at that facility in 2004. In 2004, the defendant, **ROBERT BLEVINS**, was made a FEMA contracting officer's technical representative (COTR) on the FEMA contract awarded to 3-D Disaster Services, Inc. for maintenance and cleaning of travel trailers at the FEMA facility in Ft. Pierce, Florida. FEMA records will demonstrate the defendant, **ROBERT BLEVINS**, was at the Ft. Pierce, Florida facility until March 2005 when he was transferred to the FEMA facility in Orlando, Florida. In September 2005, the defendant, **ROBERT BLEVINS**, was given a temporary duty assignment by FEMA and moved from Florida to the FEMA Red River Staging Facility in Texarkana, Texas. The defendant, **ROBERT BLEVINS**, was on a paid detail at his temporary duty station in Texarkana, Texas from September 2005 until the effective date of his resignation on April 14, 2006. FEMA records would demonstrate he was not reviewing the day to day

contract performance of 3-D Disaster Services, Inc. from March 2005 to April 2006.

B.S.D. would identify herself as one of the owners of 3-D Disaster Services, Inc. She would testify 3-D Disaster Services, Inc. was owned by her and her husband but controlled and managed by her husband, David Dangler. The company was formed in 2004 to bid on cleaning and maintenance contracts for FEMA travel trailers being returned to the FEMA facility in Ft. Pierce, Florida. During this period, the defendant, **ROBERT BLEVINS**, a FEMA employee, was the accounting property officer for the facility. During 2004, 3-D Disaster Services, Inc. was awarded a cleaning and maintenance contract at the FEMA Ft. Pierce, Florida facility to clean and provide maintenance to returned travel trailers. The defendant, **ROBERT BLEVINS**, was appointed the COTR to supervise 3-D Disaster Services, Inc.'s performance to the contract.

B.S.D. would testify in November 2005, FEMA posted on its website a contract solicitation proposal for a FEMA maintenance and deactivation contract for Plaquemines Parish, Louisiana to commence on May 1, 2006 for a period of up to four years for maintenance, cleaning and deactivation of approximately 3,500 travel trailers. B.S.D. would testify starting in November and December 2005, David Dangler and the defendant, **ROBERT BLEVINS**, commenced a series of telephone conversations concerning 3-D Disaster Services, Inc.'s attempt to bid on this contract. B.S.D. would testify by the

middle of December 2006, Dangler had stated 3-D Disaster Services, Inc. would be bidding on this contract with the assistance and advice of the defendant, **ROBERT BLEVINS**. As a result of these conversations, B.S.D. will testify she sent an e-mail with a link to the FEMA solicitation/contract proposal to a computer controlled and operated by K.L., the girlfriend of the defendant, **ROBERT BLEVINS**.

B.S.D. would testify around January 14 through 15, 2006, David Dangler traveled to Texarkana, Texas to meet with the defendant, **ROBERT BLEVINS**, for the purpose of helping David Dangler prepare the contract proposal to be submitted to FEMA on January 16, 2006. B.S.D. will testify she e-mailed copies of the contract proposal to the computer controlled and operated by K.L., the girlfriend of the defendant, **ROBERT BLEVINS**. Further, she will testify she was told by the defendant, **ROBERT BLEVINS**, of the need to have in the contract a certain corporate organization, and a certain number of salaried employees with certain qualifications which were required by the contract proposal for 3-D Disaster Services, Inc. to be a successful bidder. B.S.D. will testify in January 2006, no such corporate organization existed, the individuals were not salaried employees and they did not possess the necessary qualifications. Further, B.S.D. will testify she was ordered to prepare false information by David Dangler to be submitted in the contract proposal which was e-mailed to K.L.'s computer in Texarkana, Texas.

At no time did B.S.D. receive instructions from the defendant, **ROBERT BLEVINS**, to create false and fraudulent information to be submitted with the FEMA contract proposal.

B.S.D. would testify on or about March 15, 2006, 3-D Disaster Services, Inc. received unofficial notice it had been awarded FEMA Contract No. HSFHQ-06-D-0383. B.S.D. will testify on or about April 1, 2006 she received official notification from FEMA of the awarding of said contract. At that time, David Dangler took full control and ownership of 3-D Disaster Services, Inc. and eliminated her as an officer in the company.

K.L. would testify she was a temporary contract employee for FEMA at its Ft. Pierce, Florida facility when she met the defendant, **ROBERT BLEVINS**, who was the accounting property officer. In September 2005, the defendant, **ROBERT BLEVINS**, was placed on a temporary duty assignment at the FEMA Red River staging facility in Texarkana, Texas and K.L. went to live with him and secured a position as a temporary FEMA employee at that facility. She would testify starting in November 2005, the defendant, **ROBERT BLEVINS**, began to receive a large number of telephone calls from David Dangler concerning a proposal to bid on a FEMA contract for maintenance and deactivation of travel trailers in Plaquemines Parish, Louisiana. She knew David Dangler from his relationship with the defendant, **ROBERT BLEVINS**, as a contractor who controlled 3-D Disaster Services, Inc. for which the defendant, **ROBERT**

BLEVINS, was a COTR on a contract at the Ft. Pierce, Florida facility.

K.L. would testify between January 10 through 15, 2006, she received a number of e-mails containing pages of a FEMA contract proposal from B.S.D. On January 15, 2006, David Dangler arrived at their home in Texarkana, Texas to meet with the defendant, **ROBERT BLEVINS**, concerning the contract proposal. The defendant, **ROBERT BLEVINS**, provided her with a number of handwritten pages that involved contract specifications. She personally typed in her computer these specifications into the appropriate spaces in the FEMA solicitation/contract offer. Additionally, she attached to the FEMA solicitation/contract offer, a Past Performance Evaluation Form prepared by the defendant based on his knowledge as a FEMA employee and COTR for 3-D Disaster Services, Inc. She received pages from B.S.D., through e-mails, to be attached to the FEMA proposal. Once the final draft of the FEMA solicitation/contract offer was prepared, it was given to David Dangler. He stated he was going to fly from Little Rock, Arkansas to Washington, DC the next day to hand deliver 3-D Disaster Services, Inc.'s contract proposal to FEMA headquarters in Washington, D.C. K.L. would testify the defendant, **ROBERT BLEVINS**, was informed by David Dangler in the middle of March 2006 that 3-D Disaster Services, Inc. had won the FEMA contract to maintain and deactivate travel trailers in Plaquemines Parish, Louisiana. The defendant, **ROBERT**

BLEVINS, informed K.L. never to reveal the facts he had helped prepare the proposal that had been accepted by FEMA because "he could get into a lot of trouble." She would testify she and the defendant, **ROBERT BLEVINS**, attended a meeting set up by David Dangler in New Orleans, Louisiana at the Hilton Hotel on April 7, 8, 9, 2006 concerning how the FEMA contract was to be performed. To her knowledge, David Dangler paid for this entire trip.

K.L. would testify, after she and the defendant returned to their home in Texarkana, Texas on April 10, 2006, she had a conversation with the defendant, **ROBERT BLEVINS**, wherein he stated to her he was very unhappy about the meeting at the Hilton Hotel in New Orleans, Louisiana. He stated originally when he had assisted David Dangler, David Dangler promised him a very large percentage of the contract plus a salary if 3-D Disaster Services, Inc. was the successful bidder. At the meeting in New Orleans, Louisiana, it became apparent he was going to be paid substantially less than what he had originally been promised by David Dangler and a salary less than what he would have received from his position at FEMA.

T.C. will testify he has a long and successful history in the travel trailer business. He will further testify he and David Dangler had been in a joint venture shortly after Hurricane Katrina to sell travel trailers to FEMA. Sometime in March 2006, he was contacted by David Dangler and invited to a meeting on April 7, 8, 9, 2006 at the New Orleans Hilton Hotel concerning the performance

of a large FEMA maintenance and deactivation contract 3-D Disaster Services, Inc. had recently been awarded. Dangler paid all expenses for all people coming to the meeting.

T.C. will testify that a meeting occurred on April 8, 2006 between himself, and individuals whose initials are J.B., R.M., the defendant, **ROBERT BLEVINS**, and David Dangler. David Dangler introduced the defendant, **ROBERT BLEVINS**, as a FEMA employee who would assist 3-D Disaster Services, Inc. in handling contract issues with FEMA once performance began. Immediately, he, J.B. and R.M. voiced serious concerns on why the defendant, **ROBERT BLEVINS**, should be at this meeting since he was a FEMA employee. The defendant, **ROBERT BLEVINS**, stated he had received written authorization to be at the meeting from the FEMA ethics officer. David Dangler stated he had a copy of the written authorization in his hotel room. Dangler further stated he had specifically talked with the FEMA ethics officer and confirmed with him the written authority for the defendant, **ROBERT BLEVINS**, to be at the meeting. T.C., J.B. and R.M. would testify they never saw any written authorization as described by David Dangler. With these assurances, the individuals negotiated their positions and agreements to perform the 3-D Disaster Services, Inc.'s FEMA contract.

P.C. would testify he had been the FEMA ethics officer for many years. He will state it is his policy, as the head of the

FEMA ethics office, all opinions concerning ethics issues are done in writing by his office. There are no verbal opinions or authorizations issued. He will state from October 1, 2005 until April 4, 2006, he received no information from the defendant, **ROBERT BLEVINS**, a FEMA employee and COTR, concerning any potential conflict issue involving 3-D Disaster Services, Inc. or any other conflict situation. At no time, did he authorize the defendant, **ROBERT BLEVINS**, to assist David Dangler in preparing any part of 3-D Disaster Services, Inc.'s FEMA contract proposal for the contract awarded to 3-D Disaster Services, Inc. by FEMA in March 2006. Further, P.C. would testify the defendant, **ROBERT BLEVINS**, was a FEMA employee and COTR on a contract awarded to David Dangler and 3-D Disaster Services, Inc. for maintenance and cleaning of travel trailers at the FEMA facility in Ft. Pierce, Florida in 2004. Under Title 5, United States Code of Federal Regulations, Section 2635.203(d), 3-D Disaster Services, Inc. and David Dangler were prohibited sources in relationship to the defendant, **ROBERT BLEVINS**. P.C. would testify a conflict of interest required the defendant, **ROBERT BLEVINS**, not to assist, give advice or seek employment from a prohibited source without obtaining a disqualification from supervising any of 3-D Disaster Services, Inc.'s matters or waiver thereof from the proper FEMA official and the defendant, **ROBERT BLEVINS**, could render no assistance, advice or seek employment until the proper FEMA official granted a

disqualification or waiver. P.C. will testify he did not issue a disqualification or waiver to the defendant anytime between October 1, 2005 and April 14, 2006.

P.C. will testify on or about April 5 or 6, 2006, he received an e-mail communication from the defendant, **ROBERT BLEVINS**, indicating he was informing the FEMA ethics office he might be seeking employment with 3-D Disaster Services, Inc. which would result in his disqualification and/or non-involvement in any 3-D Disaster Services, Inc. contract. P.C. will testify he e-mailed back to the defendant, **ROBERT BLEVINS**, the standard ethics package to be filled out so he could assess the conflict of interest and make a determination as to the proper course of action. P.C. would further testify at no time did he issue any written authorization to the defendant, **ROBERT BLEVINS**, to attend a meeting at New Orleans, Louisiana on April 7 - 9, 2006 to determine the defendant's employment with 3-D Disaster Services, Inc. and its recently awarded FEMA contract. P.C. would testify on or about April 11, 2006, he received an e-mail notification from the defendant, **ROBERT BLEVINS**, he was resigning from FEMA effective April 14, 2006. As a result of this e-mail, P.C. never issued a written disqualification/waiver opinion since the defendant resigned as a federal employee.

S.M. would testify he is a current FEMA supervisor and was friends with the defendant, **ROBERT BLEVINS**. He would testify he received a phone call from the defendant, **ROBERT BLEVINS**, after he started working for 3-D Disaster Services, Inc. in June 2006. He will state the defendant, **ROBERT BLEVINS**, told him he was angry with David Dangler. He specifically stated Dangler screwed him concerning the 3-D Disaster Services, Inc. contract. He stated originally Dangler had promised him one thing and now provided him with much less than what he had originally promised. The defendant, **ROBERT BLEVINS**, stated to S.M. he was now making less money than if he would have stayed with FEMA.

D.M. would testify he was the head of the FEMA committee that awarded the FEMA contract to 3-D Disaster Services, Inc. in March 2006. He would testify, to the best of his knowledge, the defendant, **ROBERT BLEVINS**, did not draw up the specifications for the FEMA proposal, he did not sit on the committee that decided who would be awarded this FEMA contract nor did he attempt to influence any person on the committee to award the contract to 3-D Disaster Services, Inc. He would further testify if he knew the 3-D Disaster Services, Inc. contract proposal involved false statements or the contract was the result of a FEMA employee with a conflict of interest assisting in its preparation, the contract would never have been awarded to 3-D Disaster Services, Inc. and this matter would have been referred to the ethics office for review.

