

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA :

06 CRIM. 1 072
Criminal No.

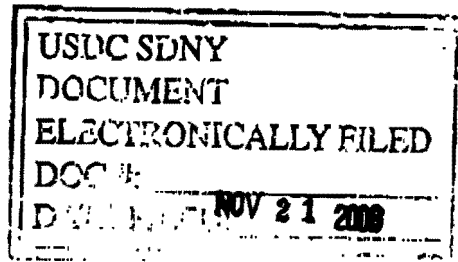
v. :

Filed:

HERBERT EYERS BRADLEY, :

Violation: 18 U.S.C. §371

Defendant. :



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INFORMATION

The United States of America, acting through its attorneys, charges:

1. Herbert Eyers Bradley ("Bradley") is hereby made a defendant on the charge

stated below.

CONSPIRACY
(18 U.S.C. § 371)

I. THE RELEVANT PARTIES AND ENTITIES

During the period covered by this Information:

2. Bradley resided in New Jersey.

3. Bradley was employed as a Custodial Engineer ("custodian") for the New York City Department of Education and its predecessor, the Board of Education of the City of New York (collectively, the "NYCDOE").

4. "CC-1" was a co-conspirator who was a salesman for a company as well a sales representative for other companies that sold or purported to sell goods and services to NYCDOE.

JUDGE HOLWELL

5. Whenever in this Information reference is made to any act, deed, or transaction of any corporation or entity, such allegation shall be deemed to mean that the corporation or entity engaged in such act, deed, or transaction by or through its officers, directors, agents, employees, or other representatives while they were actively engaged in the management, direction, control, or transaction of its business or affairs.

6. Various persons and firms, not made defendants herein, participated as co-conspirators in the offense charged herein and performed acts and made statements in furtherance thereof.

II. BACKGROUND

7. NYCDOE employs custodians to oversee and manage the physical facilities at New York City public schools. NYCDOE custodians' duties and responsibilities include maintenance of the schools to which they are assigned, purchasing goods and services necessary for such maintenance, approving invoices and paying vendors for such goods and services. Custodians receive funding from NYCDOE to carry out their duties and responsibilities, typically on a biweekly basis. Custodians must maintain a separate bank account and check book for NYCDOE funds allocated to them. They must also maintain certain books and records relating to each and every expenditure of NYCDOE funds and submit the requisite documentation to their plant manager. The Auditor General of NYCDOE periodically conducts audits of custodians' books and records on file with the plant managers.

8. In approximately July 1999, NYCDOE adopted a purchasing policy which required its employees either to purchase goods and services from a list of approved vendors or to solicit at least three competitive telephone bids before purchasing any items which, in the aggregate, totaled more than \$250 and three competitive written bids before awarding any contract to provide items which, in the aggregate, totaled more than \$5000. This policy applied to the custodians. Prior to approximately July 1999, NYCDOE employees purchased goods and services from vendors of their choosing.

9. With respect to contracts for which competitive bids had been solicited, NYCDOE required its employees, including custodians, to award the contract to the bidder who provided the "maximum quality for the minimum price."

10. NYCDOE also required its employees, including custodians, to prepare a bid summary for each contract awarded pursuant to competitive bidding. The bid summary includes, among other things, information regarding the companies from which bids were received. NYCDOE provided the necessary bid summary forms to be filled out by the custodians.

11. Industrial cleaning and maintenance supplies includes any custodial or janitorial service, item, good, product, material, equipment, or mechanism.

III. DESCRIPTION OF THE OFFENSE

12. From at least as early as 1997 and continuing until at least December 10, 2001, the exact dates being unknown to the United States, in the Southern District of New York

and elsewhere, Bradley and his co-conspirator, and others known and unknown, unlawfully, willfully, and knowingly did combine, conspire, confederate, and agree together and with each other to commit offenses against the United States of America, to wit, to violate Title 18, United States Code, Sections 1341 and 1346, in violation of Title 18, United States Code, Section 371.

13. It was a part and object of the conspiracy that Bradley, and others known and unknown, having devised and intending to devise a scheme and artifice to defraud NYCDOE, to obtain money and property from NYCDOE by means of false and fraudulent pretenses, representations, and promises, and to deprive NYCDOE of its intangible right to the honest services of its employees, unlawfully, willfully, and knowingly, for the purpose of executing such scheme and artifice, would and did place in post offices and authorized depositories for mail matter, matters and things to be sent and delivered by the Postal Service, and deposit and cause to be deposited matters and things to be sent and delivered by private and commercial interstate carriers, and take and receive therefrom, such matters and things, and knowingly cause to be delivered by mail and such carriers according to the directions thereon, and at the place at which they were directed to be delivered by the persons to whom they were addressed such matters and things, in violation of Title 18, United States Code, Sections 1341 and 1346.

**IV. THE MANNER AND MEANS BY WHICH THE
CONSPIRACY WAS CARRIED OUT**

The manner and means by which the conspiracy was sought to be accomplished included, among others, the following:

14. During all or some of the period between 1997 and December 10, 2001, Bradley received kickbacks from CC-1 in cash described in ¶¶ 15 and 16, theater tickets, carpeting, pots and pans, tires, and meals. CC-1 paid kickbacks in the form of money or goods and services to Bradley to ensure that he would allocate contracts to companies for which CC-1 was either a salesman or a sales representative and later, for Bradley's assistance in frustrating and subverting NYCDOE's competitive bidding policy for contracts for industrial cleaning and maintenance supplies by ensuring that Bradley would not invite potential competitors to bid on contracts for industrial cleaning and maintenance supplies awarded by NYCDOE schools. The bids Bradley obtained were from companies for which CC-1 was either a salesman or sales representative. As a result, NYCDOE was deprived of its right to the honest services of Bradley.

15. In addition, between 1997 and December 10, 2001, Bradley and his co-conspirator defrauded NYCDOE by causing the schools for which Bradley was the custodian to issue false and fraudulent purchase orders to companies for which CC-1 was either a salesman or a sales representative. Subsequently, CC-1 caused companies associated with him to issue corresponding false and fraudulent invoices which Bradley

then paid from NYCDOE funds which he maintained. The purchase orders were false and fraudulent in that they purported to order industrial cleaning and maintenance supplies and other supplies, all or part of which were not intended to be delivered. The invoices issued by companies associated with CC-1 were false and fraudulent in that they billed for industrial cleaning and maintenance supplies and other supplies delivered only in part or never in fact delivered. Bradley falsely certified that NYCDOE schools had received all of the goods described in those invoices, and thereby caused NYCDOE to pay the full amount stated in them. In actuality, companies associated with CC-1 sometimes provided only a portion or none of the goods described in the purchase orders and invoices.

16. As one part of the scheme described in ¶ 15 above, Bradley, at CC-1's suggestion, entered into a cash-generating scheme whereby Bradley wrote checks on his custodian's account totaling approximately \$9,500 to a company associated with CC-1. CC-1 cashed the checks and Bradley and CC-1 then split the money evenly. Bradley then submitted false invoices from the company to NYCDOE to make it appear that he had expended the money for supplies.

17. At no time did Bradley or his co-conspirators disclose to NYCDOE Bradley's receipt of payments from CC-1. All such payments were made without the knowledge or approval of NYCDOE, and in violation of Bradley's duty of loyalty to NYCDOE.

V. OVERT ACTS

18. In furtherance of the conspiracy, and to effect the illegal objects thereof, the

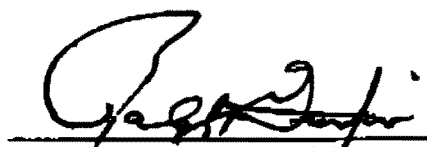
defendant and others known and unknown, committed the following overt acts, among others, in the Southern District of New York, and elsewhere:

(a) On numerous occasions, between approximately 1997 and December 10, 2001, pursuant to the conspiracy charged, Bradley and his co-conspirator caused NYCDOE schools to issue numerous false and fraudulent purchase orders to companies associated with CC-1. Some of these purchase orders were sent through the United States mails;

(b) On numerous occasions, between approximately 1997 and December 10, 2001, pursuant to the conspiracy charged, Bradley and his co-conspirator caused companies associated with CC-1 to issue numerous false and fraudulent invoices corresponding to those purchase orders. Some of these invoices were sent through the United States mails and;

(c) On numerous occasions, between approximately 1997 and December 10, 2001, pursuant to the conspiracy charged, Bradley and his co-conspirator caused NYCDOE funds to be paid to companies associated with CC-1. Those funds were paid from bank accounts maintained at banks located in Manhattan.

IN VIOLATION OF TITLE 18, UNITED STATES CODE, SECTION 371.

Dated: *November 17, 2006*THOMAS O. BARNETT
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