

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA,)	
)	Criminal No.
)	
v.)	<u>Count One:</u> 18 U.S.C. § 201(c)
)	
)	<u>Count Two:</u> 18 U.S.C. § 201(c)
KEVIN A. DAVIS)	
)	<u>Count Three:</u> 18 U.S.C. § 201(c)
Defendant.)	
_____)	and Criminal Forfeiture

INFORMATION

The United States of America charges that:

BACKGROUND

1. For the purpose of this Information, the “relevant period” is that period from at least in or about March 2004 until at least in or about December 2004. During the relevant period, KEVIN A. DAVIS (“defendant”) was a Colonel with the United States Army. From in or about January 2004 until in or about June 2004, defendant was deployed to Baghdad, Iraq, where he was assigned to the Coalition Provisional Authority (“CPA”) Office of Security and Cooperation. As an Army officer, defendant was a public official within the meaning of 18 U.S.C. § 201(a)(1).

2. Defendant served as the senior member of the Source Selection Evaluation Team and a member of the Technical Evaluation Team for the DOD warehouse contract DABV01-04-C-0082 (the “warehouse contract”) to build, operate and maintain warehouses at various locations throughout Iraq, including among other locations in Baghdad, Ar-Ramadi, and Tikrit. As part of his official duties, defendant received ethics training, including conflict of interest and standards of conduct training on August 18, 2004, as well as at other times prior to that date.

3. Contractor A was a majority Kuwaiti-owned, American-operated company based in Salimiya, Kuwait, which did business with the U.S. military as a general contractor. Person One, a U.S. citizen, was the president of Contractor A.

4. On or about March 19, 2004, in Kuwait, defendant met with representatives of Contractor A to discuss Contractor A's interest in and ability to perform the warehouse contract.

5. Following the March 19, 2004 meeting with defendant, Contractor A placed job advertisements in Kuwaiti and United States newspapers soliciting warehouse managers.

6. On March 23, 2004, defendant provided Contractor A with a draft statement of work for the warehouse contract, although the solicitation was not public until March 30, 2004.

7. On or about April 4, 2004, Person One purchased a round-trip business class airline ticket for defendant from Kuwait to Venice, Italy, departing April 15, 2004 and scheduled to return April 22, 2004. This ticket cost approximately \$2,500. Defendant, however, did not travel to Venice in April 2004, as planned.

8. In early May 2004, defendant and the other members of the Source Selection Committee evaluated bids from various contractors seeking the award of the warehouse contract. Defendant's evaluation team rated Contractor A's submission as the best proposal, and on May 11, 2004, Contractor A was awarded the one-year warehouse contract, valued at \$8.2 million.

9. In or about early June 2004, defendant traveled to Venice, Italy using the round-trip airline ticket purchased for him by Person One in April 2004. Defendant never reimbursed Person One for the ticket, understanding and believing that the ticket was, in part, a gratuity for or because of defendant's official acts that resulted in Contractor A and Person One obtaining the warehouse contract.

10. On June 28, 2004, the value of the warehouse contract was increased by \$3.5 million, from \$8.2 million to \$11.7 million annually.

11. In or around June 2004, defendant asked Person One for an upgrade to a first-class airline ticket from Kuwait to the United States. In response, Person One purchased for defendant a one-way, first class airline ticket from Kuwait to the United States. In or about the end of June 2004, defendant returned to the United States using the airline ticket purchased for him by Person One. The cost of this ticket was approximately \$10,000. Defendant accepted the airline ticket understanding and believing that the ticket was, in part, a gratuity for or because of defendant's official acts that resulted in Contractor A and Person One obtaining the warehouse contract.

12. In or about November 2004, defendant asked for and Person One gave defendant \$50,000 in cash. Defendant accepted the money with the understanding and belief that the money was a gratuity for or because of his previous assistance to Contractor A and Person One related to the warehouse contract.

COUNT ONE
[18 U.S.C. § 201(c) – Gratuity]

Paragraphs 1 through 12 of this Information are incorporated by reference as if fully stated herein, and the following is further alleged:

13. In or about April 2004, in Kuwait and elsewhere, defendant,

KEVIN A. DAVIS,

as a public official, otherwise than as provided by law for the discharge of official duty, directly and indirectly demanded, sought, received, and accepted, and agreed to receive and accept a

business class airline ticket from Kuwait to Venice, Italy from Person One for or because of official acts performed or to be performed by him related to the warehouse contract.

All in violation of Title 18, United States Code, Section 201, and pursuant to the extraterritorial venue provision, Title 18, United States Code, Section 3238.

COUNT TWO
[18 U.S.C. § 201(c) – Gratuity]

Paragraphs 1 through 12 of this Information are incorporated by reference as if fully stated herein, and the following is further alleged:

14. In or about June 2004, in Kuwait and elsewhere, defendant,

KEVIN A. DAVIS,

as a public official, otherwise than as provided by law for the discharge of official duty, directly and indirectly demanded, sought, received, and accepted, and agreed to receive and accept a first-class airline ticket from Kuwait to the United States from Person One for or because of official acts performed by him related to the warehouse contract.

All in violation of Title 18, United States Code, Section 201, and pursuant to the extraterritorial venue provision, Title 18, United States Code, Section 3238.

COUNT THREE
[18 U.S.C. § 201(c) – Gratuity]

Paragraphs 1 through 12 of this Information are incorporated by reference as if fully stated herein, and the following is further alleged:

15. In or about November 2004, in the United States, defendant,

KEVIN A. DAVIS,

as a public official, otherwise than as provided by law for the discharge of official duty, directly

and indirectly demanded, sought, received, and accepted, and agreed to receive and accept \$50,000 in cash from Person One for or because of official acts performed by him related to the warehouse contract.

All in violation of Title 18, United States Code, Section 201, and pursuant to the extraterritorial venue provision, Title 18, United States Code, Section 3238.

CRIMINAL FORFEITURE

[18 U.S.C. § 981(a)(1)(c);
28 U.S.C. § 2461 – Criminal Forfeiture]

16. Pursuant to Title 18, United States Code, Section 981(a)(1)(c) and Title 28, United States Code, Section 2461(c), the defendant, once convicted of Counts One, Two, and Three of the Information, shall forfeit to the United States the following property:

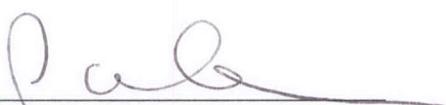
- a. Any property, real or personal, which constitutes or is derived from proceeds traceable to the offense.
- b. A sum of money equal to the total amount of proceeds traceable to the conduct, in violation of 18 U.S.C. § 201(c)(1)(B), charged in Counts One, Two, and Three, for which the defendant is convicted.

17. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 26, United States Code, Section 2461, the defendant shall forfeit substitute property, up to the value of the amount described in the foregoing paragraphs, if, by any act or omission of a defendant, the property described in such paragraphs, or any portion thereof, cannot be located upon the exercise of due diligence; has been transferred, sold to or deposited with a third party; has been placed beyond the jurisdiction of the Court; has been substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty.

DATED: Feb. 26, 2010, at Washington, D.C.

ON BEHALF OF THE UNITED STATES,

LISA M. PHELAN, Chief
National Criminal Enforcement Section
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