

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION**

UNITED STATES OF AMERICA

v.

INFORMATION

3:18cr67/MCR

CHRISTOPHER A. CARTER
_____ /

THE UNITED STATES ATTORNEY CHARGES:

COUNT ONE

A. INTRODUCTION

At all times material to this Information:

1. The United States Air Force (“USAF”) was a military service of the United States and an agency of the United States Department of Defense. The USAF contracted with vendors to perform services for and provide materials to the USAF.

2. The process through which the United States acquired goods and services through the public sector was governed by the Federal Acquisition Regulation (“FAR”). The FAR was codified in Title 48 of the United States Code of Federal Regulations, Section 1.000, *et. seq.* The purpose of the FAR was to provide “uniform policies and procedures for acquisition” (48 C.F.R. § 1.101) and

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**CLERK, U.S. DISTRICT
COURT, NORTH DIST. FLA.**

to ensure that the business of acquisitions by the United States Government (“USG”) is conducted “in a manner above reproach and, except as authorized by statute or regulation, with complete impartiality and with preferential treatment for none” (48 C.F.R. § 3.101). The FAR consisted of sets of regulations to govern the acquisition process comprised of three main phases: (1) USG need recognition and acquisition planning, (2) contract formation, and (3) contract administration. The FAR and the Defense Federal Acquisition Regulation Supplement (“DFARS”), were recognized as having “the force and effect of law.”

3. The FAR and DFARS regulated the relationship between USG personnel, or persons acting on behalf of the USG and contractors. The FAR and DFARS also regulated the release of “public” information related to a potential government contract: what can be released, who can release it, and when it can be released. In addition to the policies and procedures established in the FAR, government employees and contractors doing business with the government remained subject to applicable law as written in the United States Code.

4. Wide Area Work Flow (“WAWF”) was the government web-based system the USAF used to electronically process vendor payment requests and to receive reports for products and services via electronic communications transmitted in interstate commerce, as authorized by DFARS. WAWF is physically located at Hill Air Force Base, Ogden, Utah.

5. **CHRISTOPHER A. CARTER** and T.C. were the owners of TCC Services Unlimited, LLC. (“TCC”), incorporated on or about September 28, 2007, in the state of Florida. **CARTER** was the sole employee and performed all services for TCC. TCC contracted with the USAF to provide goods and services to the USAF.

6. J.V. is a former United States Air Force non-commissioned officer, and was a civilian employee with the United States Air Force since on or about August 22, 1988. Between in or about January 2009 and in or about December 2016, J.V. was a contracting officer representative for the 96th Test Wing Maintenance Group, whose duties and responsibilities included, among others, procuring goods and services to enhance his squadron’s mission capabilities while complying with the FAR and DFARS.

7. In or about September 2007, J.V. requested support on behalf of 96th Test Wing Maintenance Group for paint booth maintenance at building 455.

8. J.V. served as the technical evaluator for aircraft ground maintenance equipment requisition requests, including paint booths. As the technical evaluator, J.V. submitted his opinion as to the accuracy and acceptability of submitted proposals to the USAF, who would then submit the evaluation to the USAF contracting administrator for final contract selection and payment.

9. In or about October 2007, TCC was awarded the contract for paint booth maintenance at building 455. TCC's contract for paint booth maintenance was renewed on or about October 1, 2009, September 22, 2011, June 8, 2012, and December 10, 2014.

10. J.V. served as the contracting officer representative for all of TCC's contracts for paint booth maintenance for building 455. J.V.'s duties as contracting officer representative included oversight of the work, approval of all purchases and invoices, and approval of additional requirements and purchases under the contract.

B. THE CHARGE

Between on or about October 1, 2007, and on or about August 17, 2016, in the Northern District of Florida, the defendant,

CHRISTOPHER A. CARTER,

did knowingly and willfully combine, conspire, confederate, and agree together with J.V. and others to commit an offense against the United States, namely, to knowingly and willfully devise and intend to devise a scheme to defraud and to deprive the United States Air Force and the citizens of the United States of their right to the honest services of a public official, through bribery, kickbacks, and the concealment of material information, and to cause a wire communication to be transmitted in interstate commerce for the purpose of executing such scheme, in

violation of Title 18, United States Code, Sections 1343 and 1346.

C. MANNER AND MEANS OF CONSPIRACY

The manner and means by which this conspiracy was committed included the following:

1. In or about 2007, J.V. agreed with **CHRISTOPHER A. CARTER** to form TCC. J.V. assisted **CARTER** in developing TCC's business plan and becoming a licensed business with the State of Florida.
2. J.V. instructed **CHRISTOPHER A. CARTER** to list T.C. as a manager of TCC services to receive the Woman-Owned, Small Business advantage preference for the award of USAF contracts.
3. **CHRISTOPHER A. CARTER**, with the assistance of J.V., registered TCC as a USAF contractor.
4. J.V., using his knowledge as a civilian employee with the USAF as contracting representative, provided **CHRISTOPHER A. CARTER** insider knowledge and technical expertise to write contract proposals for paint booth maintenance for the 96th Test Wing Maintenance Group, building 455.
5. Between on or about September 1, 2007, and December 10, 2014, J.V., in his capacity as a contract officer representative and subject matter expert for the 96th Test Wing Maintenance Group, performed a technical analysis for all contract proposals for paint booth maintenance at building 455. J.V. recommended

TCC and found TCC technically acceptable as a government contractor and capable of completing the paint booth maintenance.

6. On or about October 1, 2007, TCC was awarded the contract for paint booth maintenance at building 455. Between on or about October 1, 2009, and October 29, 2014, J.V. submitted performance of service evaluations to the USAF contracting office recommending the renewal of TCC's contract for paint booth maintenance at building 455.

7. Between on or about March 14, 2008, and June 2, 2016, J.V. e-mailed **CHRISTOPHER A. CARTER** directing what services and materials to invoice to the USAF, which included services not performed and materials not purchased.

8. Between on or about March 14, 2008, and July 27, 2016, **CHRISTOPHER A. CARTER** submitted fraudulent invoices to WAWF for payment from the USAF. J.V. verified the services were performed in order to authorize payment through the WAWF system.

9. Between on or about March 14, 2008, and August 1, 2016, **CHRISTOPHER A. CARTER** obtained, via the WAWF system, approximately \$587,294.28 from the USAF as payment to TCC for paint booth maintenance at building 455 pursuant to the contract.

10. Between on or about March 14, 2008, and August 1, 2016, **CHRISTOPHER A. CARTER** provided J.V. at least \$81,000 in kickbacks from the monies paid from the USAF for paint booth maintenance at building 455.

All in violation of Title 18, United States Code, Section 1349.

COUNT TWO

Between on or about March 14, 2008, and on or about August 1, 2016, in the Northern District of Florida, the defendant,

CHRISTOPHER A. CARTER,

did directly and indirectly, corruptly give, offer, and promise a thing of value to a public official, namely, an employee of the USAF, with intent to influence such public official to commit, aid in committing, collude in, and allow, a fraud, and make opportunity for the commission of a fraud on the United States, in that the defendant provided money, that is, approximately \$81,000, in return for the public official being influenced to commit, aid in committing, collude in, and allow, a fraud, and make opportunity for the commission of a fraud on the United States.

In violation of Title 18, United States Code, Section 201(b)(1)(B).

CRIMINAL FORFEITURE

The allegations contained in Counts One and Two of this Information are hereby realleged and incorporated by reference for the purpose of alleging forfeiture. From their engagement in the violations alleged in Counts One and

Two of this Information, the defendant,

CHRISTOPHER A. CARTER,

shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), any and all of the defendant's right, title, and interest in any property, real and personal, constituting, and derived from, proceeds traceable to such offenses.

If any of the property described above as being subject to forfeiture, as a result of acts or omissions of the defendant:


- i. cannot be located upon the exercise of due diligence;
- ii. has been transferred, sold to, or deposited with a third party;
- iii. has been placed beyond the jurisdiction of this Court;
- iv. has been substantially diminished in value; or
- v. has been commingled with other property that cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c), to seek forfeiture of any other property of said defendant up to the value of the forfeitable property.



CHRISTOPHER P. CANOVA
United States Attorney

DATE 6/13/18



JEFFREY M. THARP
Assistant United States Attorney

DATE 6/13/2018