

FILED

MAR - 5 2014

CHAMBERS OF THE
HON. MICHAEL A. SHIPP,
U.S.D.J.

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.
 :
 v. : Criminal No. 14-100
 :
 RICHARD SAN ANDRES : 18 U.S.C. §§ 208(a) and 216(a)(2)

INFORMATION

The defendant having waived in open court prosecution by indictment, the United States Attorney for the District of New Jersey charges:

1. Defendant RICHARD SAN ANDRES ("SAN ANDRES") resided in Freehold, New Jersey and was employed as the Postmaster for the Middletown, New Jersey Post Office (the "Middletown PO"), United States Postal Service ("USPS"), from in or about 2004 to on or about July 2, 2009.

2. At all times relevant to this Information:

a. There was a company that was a refrigerator-leasing business located in Rahway, New Jersey ("Company 1"). Company 1 never provided landscaping services.

b. There was an individual who was the sole owner of Company 1 and a longtime friend of SAN ANDRES (the "Individual").

3. In or about July 2008, a USPS Contracting Officer solicited bids for a contract to provide landscaping services at the Middletown PO and the New Monmouth, New Jersey Post Office (the "Contract").

SAN ANDRES was the Contracting Officer's Representative ("COR") for the Contract. In his role as COR, SAN ANDRES was responsible for administering the Contract by acting as a liaison between the USPS and the selected supplier, overseeing quality inspections, and overseeing the delivery of services.

4. On or about July 9, 2008, SAN ANDRES submitted or caused to be submitted a bid on behalf of Company 1. The bid contained three references - "J.U." and "L.G." - all of whom knew SAN ANDRES and none of whom knew the Individual. The Individual had no landscaping experience, owned no landscaping equipment, and never intended to do the landscaping work called for by the bid.

5. On or about July 31, 2008, over SAN ANDRES's objection, the USPS Contracting Officer awarded the Contract to a different business than Company 1 (hereinafter, the "Contract Recipient").

6. On or about August 5, 2008, in Middletown, New Jersey, SAN ANDRES sent an e-mail to the Contracting Officer expressing his displeasure at the selection of this business and calling it a "poor decision." SAN ANDRES further noted that he had recommended Company 1 and that Company 1 had previously performed "exceptional work" for him. In fact, Company 1 had never performed any work for SAN ANDRES.

7. On or about September 16, 2008, in Middletown, New Jersey, SAN ANDRES sent an e-mail to the Contracting Officer requesting that the Contract with the Contract Recipient be voided.

8. On or about September 19, 2008, because of SAN ANDRES's complaints, the Contract with the Contract Recipient was terminated.

9. On or about March 10, 2009, relying upon SAN ANDRES's recommendation, the Contracting Officer awarded the Contract, identified as Contract Number 2WLAND-09-B-0048, to Company 1. The Contracting Officer noted that SAN ANDRES, who was the designated COR on this contract, had been satisfied with Company 1 and "highly recommended them."

10. Between on or about April 8, 2009, and on or about July 2, 2009, on behalf of Company 1, the Individual received checks from the USPS as a result of the Contract. The Individual gave SAN ANDRES all of the proceeds from the checks. SAN ANDRES provided all of the landscaping services to the USPS on behalf of Company 1.

11. On or about June 17, 2009, SAN ANDRES faxed a letter from Middletown, New Jersey to the Contracting Officer, purportedly from the Individual, advising the Contracting Officer that Company 1 had been split into two companies. The letter further requested the Contracting Officer to modify the Contract to reflect the fact that the new company, "Company 2" (with a mailing address at a post office box in Freehold, New Jersey), would assume responsibility for the Contract effective June 1, 2009. On the fax cover sheet, SAN ANDRES noted his approval to this modification.

12. SAN ANDRES did not inform the Contracting Officer that in

fact he was the owner of Company 2 and that he had registered Company 2 with the State of New Jersey on May 14, 2009. Additionally, SAN ANDRES did not inform the Contracting Officer that he controlled the post office box in Freehold, New Jersey, having opened it on April 27, 2009.

13. SAN ANDRES received and cashed multiple checks from the USPS, beginning on August 31, 2009, for landscaping services provided to the USPS by Company 2.

14. From in or about July 2008 through on or about July 2, 2009, in Monmouth County, in the District of New Jersey, defendant

RICHARD SAN ANDRES

being an officer and employee of an independent agency of the United States, knowingly and willfully participated personally and substantially as a Government officer and employee, through decision, approval, recommendation, and the rendering of advice in a contract in which he had a financial interest, namely, United States Postal Service contract number 2WLAND-09-B-0048, in violation of Title 18, United States Code, Sections 208(a) and 216(a)(2).

Paul J. Fishman/rah

PAUL J. FISHMAN
United States Attorney

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v.

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INFORMATION FOR

18 U.S.C. §§ 208(a) and 216(a)(2)

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