

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

**FILED**  
**SEP 16 2021**

Clerk, U.S. District & Bankruptcy  
Courts for the District of Columbia

UNITED STATES OF AMERICA, )  
 )  
 vs. )  
 )  
 DAVID TOLSON, )  
 )  
 Defendant. )  
 \_\_\_\_\_ )

**Criminal Number: 21-cr-446-EGS**

**FACTUAL BASIS FOR PLEA**

The defendant, **DAVID TOLSON**, admits that if this case were to proceed to trial, the government could prove the following beyond a reasonable doubt:

**BACKGROUND**

1. At all relevant times, **TOLSON** was a Sergeant assigned as a Rescue Technician in the Aviation Unit of the United States Park Police (“USPP”), a unit within the National Park Service of the Department of the Interior (“DOI”). **TOLSON**’s principal place of work was in Washington, D.C. USPP employed **TOLSON** from in or about 1993 to on or about December 31, 2018.

2. The Office of Aviation Services (“OAS”) was an agency within DOI responsible for raising safety standards, increasing efficiency, and promoting economical operation of DOI aircraft. OAS employed Contracting Officers and Contracting Officer’s Representatives (“CORs”), who managed all DOI contracts related to acquisition, maintenance, and improvement of DOI aircraft. OAS was headquartered in Boise, Idaho.

3. USPP’s Aviation Unit operated a helicopter fleet owned by OAS. Each helicopter had systems that captured video midflight during law enforcement and surveillance missions. The

Aviation Unit employed Pilots and Rescue Technicians who staffed the helicopters during missions. OAS had contracting responsibility for the acquisition, maintenance, and improvement of the helicopter fleet.

4. **TOLSON** was the Aviation Unit's subject matter expert on the helicopter fleet's video systems.

#### The Helicopter Fleet's Video System

5. From in or about 2014 until in or about 2019, Prime Contractor A, a Delaware-based full-service aviation center, owned the contract for performing all maintenance on USPP's helicopter fleet.

6. In or about 2016, Prime Contractor A, after consulting with **TOLSON**, entered into a subcontractor agreement with Company A, a Maryland-based systems engineering company, to upgrade and augment the video capabilities of USPP's helicopter fleet. Specifically, Company A was tasked with improving the fleet's ability to transmit video captured by a helicopter midflight to video feeds located on the ground.

7. To facilitate communication between USPP helicopters and the ground, in or about 2016, Company A, in consultation with **TOLSON**, installed the Tactical Management System ("TMS"), Company A's proprietary piece of technology, on the helicopters. Company A also installed and upgraded a network of ground nodes in Washington, D.C., and elsewhere. The TMS and ground node network allowed real-time transmission of video from a helicopter midflight to video feeds on the ground. The TMS and ground node network also allowed individuals on the ground to control the movement of the helicopter's camera. The functionality of the TMS and ground node network allowed the helicopter pilots to focus solely on flying and USPP leaders or

other law enforcement personnel to have greater situational awareness during aviation missions. The TMS provided a tactical advantage in the execution of law enforcement and surveillance missions.

The Sustainment, Maintenance, and Support of the TMS and Ground Node Network

8. In or about 2016, **TOLSON** knew that the TMS and ground node network would require ongoing sustainment, maintenance, and support to ensure continuous functionality.

9. In or about December 2016, Prime Contractor A and Company A submitted a joint proposal (“Joint Proposal”) to OAS to perform ongoing sustainment, maintenance, and support of the TMS and ground node network for five years. The Joint Proposal quoted a firm-fixed price of approximately \$921,753.95. The Joint Proposal contemplated, for example, performing maintenance on malfunctioning cameras or ground nodes. The Joint Proposal also contemplated providing onsite support for the TMS during National Special Security Events.

10. OAS, after consulting with **TOLSON**, awarded the multi-year sustainment, maintenance, and support contract (“Sustainment Contract”) to Prime Contractor A, with Company A as the subcontractor, as a modification to Prime Contractor A’s existing maintenance contract. The modification was memorialized on an OAS -79 form.

11. In or about March 2017, Prime Contractor A submitted a purchase order to Company A valued at approximately \$785,943 for Company A to perform the needed sustainment, maintenance, and support of the TMS and ground node network over the five-year period contemplated in the Joint Proposal.

12. Under standard OAS protocols, COR 1, an OAS official, was responsible for handling all discussions with Prime Contractor A related to scope, timeline, and cost of the work

to be performed. Under standard OAS protocols, government officials were generally not permitted to interact directly with subcontractors, such as Company A.

13. The work that Company A performed pursuant to the Sustainment Contract did not follow standard OAS protocols. For example, **TOLSON** coordinated directly with Company A employees on the sustainment, maintenance, and support of the TMS and ground node network that USPP required. **TOLSON** also communicated directly with Company A employees to determine the scope, timeline, and cost of the work to be performed. Company A, Prime Contractor A, OAS, and USPP leaders all relied on **TOLSON** to attest to the work being properly completed.

14. In or about April 2018, OAS rescinded the Sustainment Contract. However, USPP still required sustainment, maintenance, and support of the TMS and ground node network. As a result, Company A began to perform needed sustainment, maintenance, and support of the TMS and ground node network on an ad hoc basis, pursuant to individual work orders. **TOLSON** continued to perform the same role on the ad hoc projects as he had under the Sustainment Contract, directing and monitoring work, confirming project completion, and recommending approval of payments.

15. USPP leaders, including Public Official 1, **TOLSON**'s direct supervisor at USPP, relied on **TOLSON** for all technical recommendations related to sustainment, maintenance, and support projects for the TMS and ground node network. USPP leaders and Company A employees considered **TOLSON** to be USPP's "go-to" person on all sustainment, maintenance, and support projects for the TMS and ground node network.

16. In or about May 2018, Public Official 1 assigned **TOLSON** to begin working on

securing the next iteration of the Sustainment Contract so that sustainment, maintenance, and support for the TMS and ground node network would no longer take place on an ad hoc basis. On or about May 29, 2018, **TOLSON** began working on a Statement of Work for USPP to use as part of an acquisition package for the next iteration of the Sustainment Contract. **TOLSON** advocated to Public Official 1 for USPP to award Company A the next iteration of the Sustainment Contract. Unbeknownst to Public Official 1, from in or about May 2018 until in or about October 2018, **TOLSON** collaborated with CEO 1, Company A's Chief Executive Officer, to draft a Statement of Work and discussed a Sole-Source Justification with CEO 1 to help Company A secure the next iteration of the Sustainment Contract.

17. On or about November 1, 2018, **TOLSON** emailed Public Official 1 a document titled "Sole source justification for sustainment." In the document, **TOLSON** further advocated for Company A to be awarded the next iteration of the Sustainment Contract. **TOLSON** wrote, in part, "[Company A] is uniquely qualified to support the systems in accordance with USPP needs."

18. At the time **TOLSON** emailed the "Sole source justification for sustainment" to Public Official 1, **TOLSON** knew Company A had a financial interest in being awarded the next iteration of the Sustainment Contract.

19. The Sustainment Contract was never awarded to Company A. While **TOLSON** was the "go to" person on all sustainment, maintenance, and support projects for the TMS and ground node network, he had no contract approval authority.

**TOLSON's Negotiation for Employment with Company A**

20. In or about the summer of 2018, **TOLSON** informed employees of USPP and Company A that he planned to retire from USPP at the end of 2018.

21. On or about August 30, 2018, Person 1, Company A's Office Manager, sent **TOLSON** a letter on behalf of CEO 1 offering **TOLSON** a job at Company A as an Application Engineer. The job offer letter included a proposed part-time start date of November 1, 2018, and a proposed full-time start date of December 1, 2018. The job offer letter also included a proposed salary of sixty dollars per hour while **TOLSON** worked part-time for Company A and a proposed annual salary of \$125,000 while **TOLSON** worked full-time for Company A.

22. On or about September 4, 2018, **TOLSON** informed Person 1 that he was "in fundamental agreement" with the terms of Company A's job offer.

23. At the time **TOLSON** told Person 1 that he was "in fundamental agreement" with the terms of Company A's job offer, **TOLSON** was still employed by USPP and responsible for sustainment, maintenance, and support of the TMS and ground node network for USPP. **TOLSON** continued to communicate with Company A employees, on behalf of USPP, about ad hoc sustainment, maintenance, and support projects for the TMS and ground node network and continued to recommend that USPP award Company A the next iteration of the Sustainment Contract.

24. At the time **TOLSON** told Person 1 that he was "in fundamental agreement" with the terms of Company A's job offer, **TOLSON** was aware of the criminal prohibitions codified in 18 U.S.C. § 208. For example, on or about August 9, 2018, **TOLSON** received an email from a DOI ethics attorney about complying with 18 U.S.C. § 208. Additionally, on or about April 14, 2017, **TOLSON** circled a box on a DOI form indicating he understood that "participating in an official matter (including providing recommendations or advice) that could directly affect the financial interests of the outside entity . . . could violate 18 U.S.C. § 208, a criminal conflict of

interest ethics statute.”

25. At the time **TOLSON** told Person 1 that he was “in fundamental agreement” with the terms of Company A’s job offer, **TOLSON** had falsely informed USPP leaders, including Public Official 1, and Company A employees, including CEO 1, that a DOI ethics attorney had given **TOLSON** approval to work for Company A after his retirement from USPP.

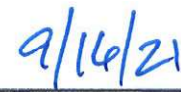
**TOLSON’s Work for Company A**

26. On or about November 1, 2018, **TOLSON** began working for Company A as an Application Engineer on a part-time basis. Company A paid **TOLSON** for his part-time work at the rate of pay included in Company A’s initial offer letter. **TOLSON** remained employed by USPP throughout the duration of his part-time work for Company A. USPP leaders, including Public Official 1, were unaware **TOLSON** was working part-time for Company A.


27. On or about January 1, 2019, **TOLSON** began working for Company A as an Application Engineer on a full-time basis.

  
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DAVID TOLSON  
Defendant

  
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KOBIE FLOWERS  
Attorney for Defendant

  
\_\_\_\_\_  
Date

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9.16.2021  
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Date