

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

Criminal Case No. 18-cr-00432-RBJ

UNITED STATES OF AMERICA,

Plaintiff,

v.

**DWANE NEVINS,
ANTHONY BUENO, and
ROBERT REVIS,**

Defendants.

INDICTMENT

Count 1: 18 U.S.C. § 371

Conspiracy to Commit Bribery to Collude, Allow, and Make an Opportunity to Commit Fraud
on the United States

Counts 2 -3: 18 U.S.C. § 201(b)(2)(B)

Receipt of a Bribe to Collude, Allow, and Make an Opportunity to Commit a Fraud on the
United States

Count 4: 18 U.S.C. § 201(b)(1)(B)

Payment of a Bribe to Collude, Allow, and Make an Opportunity
to Commit a Fraud on the United States

Count 5: 18 U.S.C. §§ 201(b)(1)(B) and 2(b)

Causing the Payment of a Bribe to Collude, Allow, and Make an Opportunity
to Commit a Fraud on the United States

Count 6: 18 U.S.C. § 1951(a)

Attempted Extortion Under Color of Official Right

Counts 7-8: 18 U.S.C. §§ 208 and 216

Criminal Conflict of Interest

THE GRAND JURY CHARGES:

At all times relevant to this Indictment, unless otherwise indicated:

COUNT 1

(Conspiracy to Commit Bribery in Violation of 18 U.S.C. §§ 201(b)(1)(B) and (b)(2)(B))

I. RELEVANT INDIVIDUALS AND ENTITIES

1. DWANE NEVINS was employed by the United States Department of Veterans Affairs (“the VA”) as a Small Business Specialist. As such, NEVINS was an officer, employee, and person acting for and on behalf of the United States and any department, agency and branch of the United States in any official function, under and by the authority of a department, agency and branch of government. NEVINS was also the owner of DIVERSIFIED ENTREPRENEUR NETWORK, LLC, a Colorado limited liability company purportedly in the business of offering consulting services to businesses seeking contracts with state and federal government agencies.

2. ROBERT REVIS was the owner of AUXILIOUS, LLC, a Colorado limited liability company, which did business under the name AUXILIOUS MANAGEMENT GROUP (“AUXILIOUS”). AUXILIOUS was purportedly in the business of offering consulting services to businesses seeking contracts with state and federal government agencies.

3. ANTHONY BUENO was paid by AUXILIOUS to seek and cultivate potential clients.

4. UNDERCOVER EMPLOYEE 1 (“UCE 1”) was a Special Agent with the Federal Bureau of Investigation (“FBI”) posing as the owner of a service-disabled-veteran-owned small business (“SDVOB”), UNDERCOVER BUSINESS.

5. UNDERCOVER EMPLOYEE 2 (“UCE 2”) and UNDERCOVER EMPLOYEE 3 (“UCE 3”) were FBI Special Agents posing as the financial backers of UCE 1 and UNDERCOVER BUSINESS.

6. BUSINESS OWNER A was the owner of BUSINESS A, a SDVOSB.

II. VA PROCUREMENT PROCEDURES AND RELEVANT CONTRACTS

7. The VA, a Department and Agency of the United States, was part of the executive branch of the United States Government. The law required the VA to prioritize its assignment of contracts to SDVOSBs. To execute that priority, contracting officers at the VA were required to “set aside” contracts so that only SDVOSBs could submit bids when the contracting officer had a reasonable expectation that two or more SDVOSBs could provide the services at a fair and reasonable price.

8. The VA’s Veterans Health Administration provided medical and hospital service for the medical care and treatment of veterans. The Veterans Health Administration was divided into separate administrative components. One of those components was called Veterans Integrated Service Network 19 (“VISN 19”), an area of administrative responsibility that covered many areas of the Mountain West, including portions of Colorado, Wyoming, Idaho, Utah, Nevada, North Dakota, Kansas and Oklahoma. Requests to procure items and services made by VA facilities and personnel within VISN 19 were handled by contracting officers in VISN 19’s Network Contracting Office (“NCO”), which was based in Colorado. NEVINS was the Small Business Specialist assigned to the VISN 19 NCO.

9. The job of a VA Small Business Specialist was to provide technical advice related to small business concerns. The job had inward-facing and outward-facing roles. As it related to those outside of the VA, the job of a Small Business Specialist was, among other things, to

provide advice to potential VA suppliers about how to identify and obtain contracting opportunities with the VA. As it related to those inside the VA, the job of a Small Business Specialist was to provide advice to VA Contracting Officers and other contracting personnel about the VA's small business procedures, including providing advice as to whether contracts should be set aside for SDVOSBs. As part of those duties, the Small Business Specialist signed VA Form 2268 for each procurement that was not set aside for SDVOSBs. By signing the form, the Small Business Specialist acknowledged review of, and concurrence in, the decision not to set aside a contract.

10. The VA assigned the number VA259-16-R-0045 to its effort to procure LC Bead Particle Embolization Products for a VA facility (the "Bead Contract"). The Bead Contract matter was managed by officers in NCO VISN 19.

11. The VA assigned the number VA259-14-R-0472 to its effort to secure durable medical equipment for VA facilities located throughout the area covered by NCO VISN 19 (the "DME Contract"). The DME Contract was also internally associated with number VA259-14-R-4106. The DME Contract matter was managed by officers in NCO VISN 19.

III. THE CONSPIRACY TO CREATE AN OPPORTUNITY TO COMMIT FRAUD ON THE UNITED STATES AND TO ILLEGALLY SUPPLEMENT DWANE NEVINS'S GOVERNMENT SALARY

A. The Conspiracy and Its Objects

12. From approximately in or about September 2014 through in or about April 2016, in the District of Colorado and elsewhere, the defendants,

DWANE NEVINS, ANTHONY BUENO, and ROBERT REVIS,

did knowingly combine, conspire, confederate and agree with each other to commit offenses against the United States, that is:

a. to directly and indirectly, corruptly give, offer, and promise anything of value to a public official, with intent to influence such a public official, to commit and aid in committing, and collude in, and allow, any fraud, and make opportunity for the commission of any fraud, on the United States; that is, BUENO, REVIS and UCE 1 offered to give NEVINS, a public official, things of value to influence NEVINS to commit and aid in committing, and collude in, and allow, any fraud, and make opportunity for the commission of any fraud, on the United States, in violation of 18 U.S.C. § 201(b)(1)(B);

b. to, being a public official, directly and indirectly, corruptly demand, seek, receive, accept and agree to receive and accept anything of value personally and for any other person or entity in return for being influenced to commit and aid in committing, and to collude in and allow any fraud and make opportunity for the commission of any fraud, on the United States; that is, DWANE NEVINS, a public official, sought and received things of value from BUENO, REVIS and UCE 1 in order to influence NEVINS to commit and aid in committing, and to collude in and allow any fraud and make opportunity for the commission of any fraud, on the United States, in violation of 18 U.S.C. § 201(b)(2)(B).

B. Purposes of the Conspiracy

13. A purpose of the conspiracy was for DWANE NEVINS, ANTHONY BUENO and ROBERT REVIS to use NEVINS's official position in the VA to benefit and enrich themselves by seeking and receiving payments from clients interested in obtaining corrupt advantages over competitors pursuing VA contracts.

14. Another purpose of the conspiracy was for DWANE NEVINS, ANTHONY BUENO and ROBERT REVIS to further benefit and enrich themselves by fraudulently

corrupting the VA bidding process to greatly increase the likelihood that an AUXILIOUS client would win VA contracts.

15. Another purpose of the conspiracy was to conceal the existence of the conspiracy from law enforcement and government officials.

C. The Manner and Means of the Conspiracy

16. DWANE NEVINS, ANTHONY BUENO and ROBERT REVIS carried out the conspiracy in the following manner and using the following means, among others:

17. DWANE NEVINS, ANTHONY BUENO and ROBERT REVIS engaged in deceptive acts and contrivances intended to conceal and disguise the purpose of payments made to NEVINS, avoid suspicion, avert further inquiry, and to obscure NEVINS's conflicts of interest.

18. ANTHONY BUENO and ROBERT REVIS helped DWANE NEVINS set up his own consulting firm, DIVERSIFIED ENTREPENUR NETWORK in order to falsely represent that money paid to NEVINS was for legitimate consulting services.

19. DWANE NEVINS made material misrepresentations and omissions to his employer, the VA, and its ethics officials in order to create the false appearance that he was avoiding conflicts of interest and to deceive the VA by pretending to act in its interests, when in fact he was participating in a bribery and kickback scheme.

20. ANTHONY BUENO and ROBERT REVIS sought to obtain UNDERCOVER BUSINESS as a client for AUXILIOUS by promoting their close personal relationship with public officials such as DWANE NEVINS and their resulting ability to learn about government contracts before they were publicly advertised and to ultimately be awarded those contracts.

21. ANTHONY BUENO and ROBERT REVIS presented UNDERCOVER BUSINESS with a contract in which UNDERCOVER BUSINESS agreed to pay AUXILIOUS a percentage of the profits earned on government contracts obtained as a result of AUXILIOUS's connections with public officials.

22. ANTHONY BUENO, ROBERT REVIS and DWANE NEVINS recruited SDVOSB clients, including UNDERCOVER BUSINESS and BUSINESS A, so that they could make opportunities to defraud the United States by rigging the bidding process in a scheme whereby they would make materially false and fraudulent representations, or omit and conceal materially important facts, regarding AUXILIOUS SDVOSB clients so that they could manipulate the VA into setting contracts aside for those clients under false pretenses and then further manipulate the contracting process so that one of AUXILIOUS's clients would be much more likely to submit the winning bid.

23. DWANE NEVINS agreed to use his knowledge of the Federal Acquisition Regulations ("FAR") to advise ANTHONY BUENO, ROBERT REVIS, and AUXILIOUS's clients on how to defeat any objections to setting contracts aside for AUXILIOUS clients that might be raised by VA contracting officers.

24. DWANE NEVINS agreed to use his knowledge of internal VA processes to help inflate the price of any awarded contracts.

25. DWANE NEVINS, ANTHONY BUENO and ROBERT REVIS agreed to conceal the nature and source of payments to DWANE NEVINS by paying NEVINS approximately \$2,500 of the payments made to AUXILIOUS by UCE 1.

26. DWANE NEVINS, ANTHONY BUENO and ROBERT REVIS agreed to further conceal the nature and source of payments to NEVINS by making arrangements for NEVINS to

falsely represent and pretend to teach government contracting classes to AUXILIOUS clients, including UNDERCOVER BUSINESS, for \$4,500 per class.

27. DWANE NEVINS, ANTHONY BUENO and ROBERT REVIS agreed to conceal their relationship with NEVINS by making arrangements for NEVINS to meet with AUXILIOUS clients outside Denver, where they would be less likely to be seen by NEVINS's colleagues or other government officials.

D. Overt Acts in Furtherance of the Conspiracy

28. In furtherance of the conspiracy, and to accomplish its objects, DWANE NEVINS, ANTHONY BUENO and ROBERT REVIS committed the following overt acts, among others, in the District of Colorado and elsewhere:

i. DWANE NEVINS Manipulated the VA by Obtaining an Ethics Opinion Through Misleading Material Misrepresentation and Omissions

29. DWANE NEVINS, advised by ROBERT REVIS and ANTHONY BUENO, filed Articles of Organization with the Colorado Secretary of State for DIVERSIFIED ENTREPRENEUR NETWORK on September 10, 2014.

30. The next day, September 11, 2014, DWANE NEVINS sent an email to the VA's designated ethics official in which he made materially false and fraudulent statements and representations about his VA duties and his consulting business.

ii. ANTHONY BUENO and ROBERT REVIS Used Their Corrupt Relationship with NEVINS to Attract Clients

31. On or about August 16, 2015, during a meeting with UCE 1 in Thornton, Colorado, ANTHONY BUENO discussed how AUXILIOUS could help UCE 1 win federal contracts at the VA and told UCE 1, among other things, that "my main guy that we have there at the Veterans is Dwane," that "Dwane will make all the relationships" and that UCE 1 could pay

“Dwane” to teach a class on federal contracting but “more importantly, you’re buying the relationship.”

32. On or about September 2, 2015, during a meeting with ROBERT REVIS and UCE 1 in Brighton, Colorado, ANTHONY BUENO, among other things, gave examples of how DWANE NEVINS could help UCE 1 manipulate the bidding process at the VA: “If it’s an open solicitation, or if they send it out as a sources sought, if we put two or three service-disabled vets, DWANE can shift it to service-disabled vet, put it in the Veteran First Program . . . then what we would do is we would get two or three service-disabled vet contracts to put an offer in if they’re available for that contract. Once we do that then Dwane can shift it over to service-disabled vet.”

33. On or about September 2, 2015, during a meeting with ANTHONY BUENO and UCE 1 in Brighton, Colorado, ROBERT REVIS stated, among other things, that contracts that would normally be open to everyone could be issued as “sole source” contracts “as long as we catch them early enough” and that “as long as they get two qualified bids under that scenario, they never have to take it out on the street.”

34. On or about October 8, 2015, during a meeting with UCE 1 in Denver, Colorado, ANTHONY BUENO stated, among other things that UCE 1 should pay DWANE NEVINS to teach a class on government contracting because “that’s how I justify Dwane getting paid. That’s why I set him up a consulting company . . . so I can fucking grease his wheels to shut him up, so he can do what he needs to do.”

35. On or about October 14, 2015, ANTHONY BUENO told UCE 1, among other things, that “I usually cut Dwane in on our contracts, you know, just a little finder’s fee,” that the finder’s fee was “a half a point or a point, or something on whatever participation we get on

contracts that we're getting from Dwane" and "how we justify that is — we just do ongoing training. So he's getting paid for a service."

36. On or about October 20, 2015, ANTHONY BUENO and ROBERT REVIS met UCE 1 in the parking lot of a gym in Wheat Ridge, Colorado. There, the two accepted a check payable to AUXILIOUS for \$15,000 from UNDERCOVER BUSINESS and a signed copy of a contract between AUXILIOUS and UCE 1's UNDERCOVER BUSINESS.

37. On or about October 20, 2015, ROBERT REVIS deposited the \$15,000 check from UNDERCOVER BUSINESS to AUXILIOUS into AUXILIOUS's bank account.

38. On or about October 21, 2015, ROBERT REVIS withdrew approximately \$2,500 cash from AUXILIOUS's bank account.

iii. DWANE NEVINS, ANTHONY BUENO, and ROBERT REVIS Arranged for NEVINS to be Paid \$4,500 to Provide Opportunities to Fraudulently Manipulate the VA Contracting Process

39. On or about November 2, 2015, ANTHONY BUENO told UCE 1, among other things, that "there's a right way and a wrong way that Dwane can participate on these contracts . . . he could do it through us and, I can take care of him on the backside, but that's my prerogative if I choose to do that. You see what I'm saying? . . . And, and that protects us, him, and you."

40. On or about November 5, 2015, during the first of two meetings that day in Las Vegas, Nevada, with UCE 1 and ANTHONY BUENO, DWANE NEVINS told UCE 1, among other things, "I'm going to let you know what's in the pipeline, where it's at, and when to chase it," and that he wanted to have a formal contract with UCE 1 because if someone were to call "a federal investigator, OIG, right?" NEVINS could then tell investigators that that UCE 1 "paid me to do a training. I have a contract. It's legal. It's binding . . . It's a formal legality, so I'm just protecting myself, I'm protecting you . . . because if they come back and say 'hey Dwane,'"

the investigators would see “you guys have a contract. You’ve got a receipt. You’ve got a service. We served the contract. Everybody was paid for services rendered. Boom.”

41. On or about November 5, 2015, during that first meeting in Las Vegas, Nevada with ANTHONY BUENO and UCE 1, DWANE NEVINS accepted and received \$4,500 in cash from UCE 1.

42. On or about November 5, 2015, during the second of two meetings that day in Las Vegas, DWANE NEVINS provided UCE 1, UCE 2, and UCE 3 with binders containing materials related to federal contracting and contract management, but did not review the materials with the group.

43. On or about November 5, 2015, during the second of two meetings that day in Las Vegas, Nevada ANTHONY BUENO told DWANE NEVINS, UCE 1, UCE 2, and UCE 3, among other things “Dwane makes his cut. We make our cut. You guys get your half.”

44. On or about November 6, 2015, during a meeting in Las Vegas, Nevada, ANTHONY BUENO told UCE 1, UCE 2 and UCE 3, among other things, that “I’ll put in both bids, you and [BUSINESS OWNER A]. We run [BUSINESS OWNER A’s] company”; that “we’ll own all the dogs on the track”; and that “I can manipulate the competition.”

45. On or about November 6, 2015, during a meeting in Las Vegas, Nevada, DWANE NEVINS explained to ANTHONY BUENO, UCE 1, UCE 2 and UCE 3 how they could use BUSINESS A to greatly increase their odds of obtaining a government contract:

The CO has to do his market research. After he does his market research, he finds out there is two SDVOSBs. He sets it aside. He puts the solicitation on the street. [BUSINESS OWNER A] doesn’t respond. He responds and he gets the quote, because now he’s in the solicitation phase and he has to look at the solicitation. But I mean, you’ll always, again, as we talked about the touch — my analogy with Peyton Manning — let’s say another SD, another SDVOSB submits on the proposal, right? Because he sees it

now. He missed the sources sought, but he gets aware of it, but, and that's where, you know, they're 80 to 90 percent success rate comes in, right?

NEVINS also explained to the group that there had had to be "insulation" between him and other federal employees but that that he could provide assistance as AUXILIOUS's consultant, where he would be in a position to "write the response" to any objections a contracting officer might have about setting aside the contract for a small business or not awarding it to a small business: "I will write a response based on what they've — just like your lawyer, right? They come up with these issues. The CO comes up with these issues. This is why we don't want to award to [UCE 1's] company, dadadadada, and I'll pull out the FAR and discount their arguments. Boom. Boom. Boom."

iv. ANTHONY BUENO, ROBERT REVIS and DWANE NEVINS Encouraged UCE 1 to Pursue the Bead and DME Contracts

46. On or about November 9, 2015, during a phone call with ROBERT REVIS, DWANE NEVINS and UCE 1, ANTHONY BUENO stated, among other things, that they would pursue the "DME" and the Bead Contract.

47. On or about November 9, 2015, during a call with ANTHONY BUENO, ROBERT REVIS and UCE 1, DWANE NEVINS stated, among other things, that they were pursuing a meeting with a contracting officer regarding "one with the beads."

48. On or about November 9, 2015, ROBERT REVIS sent an email to DWANE NEVINS and UCE 1 with a link to the DME Contract solicitation posted to a federal government website and a statement regarding the Bead Contract, which was referred to as "same solicitation you all reviewed this last week in your training meeting."

49. On or about November 9, 2015, ROBERT REVIS sent an email to UCE 1 attaching a copy of the “sources sought” notice for the Bead Contract.

All in violation of Title 18, United States Code, Section 371.

COUNT 2
(Receipt of a Bribe to Collude, Allow, and Make
an Opportunity to Commit a Fraud on the United States)

50. On or about and between October 20, 2015 and December 31, 2015, with the exact date being unknown, the defendant,

DWANE NEVINS,

being a public official, did directly and indirectly, corruptly demand, seek, receive, accept and agree to receive and accept anything of value personally and for any other person and entity in return for being influenced to commit and aid in committing, and to collude in and allow any fraud and make opportunity for the commission of any fraud, on the United States; that is, DWANE NEVINS, a public official, sought and received a thing of value, approximately \$2,500, from ANTHONY BUENO and ROBERT REVIS in return for being influenced to commit and aid in committing, and to collude in and allow any fraud and make opportunity for the commission of any fraud, on the VA.

All in in violation of 18 U.S.C. § 201(b)(2)(B).

COUNT 3
(Receipt of a Bribe to Collude, Allow, and Make
an Opportunity to Commit a Fraud on the United States)

51. On or about November 5, 2015, the defendant,

DWANE NEVINS,

being a public official, did directly and indirectly, corruptly demand, seek, receive, accept and agree to receive and accept anything of value personally and for any other person and entity in

return for being influenced to commit and aid in committing, and to collude in and allow any fraud and make opportunity for the commission of any fraud, on the United States; that is, DWANE NEVINS, a public official, sought and received a thing of value, approximately \$4,500, from UCE 1 in return for being influenced to commit and aid in committing, and to collude in and allow any fraud and make opportunity for the commission of any fraud, on the VA.

All in violation of 18 U.S.C. § 201(b)(2)(B).

COUNT 4
(Payment of a Bribe to Collude, Allow, and Make
an Opportunity to Commit a Fraud on the United States)

52. On or about and between October 20, 2015 and December 31, 2015, with the exact date being unknown, the defendants,

ANTHONY BUENO and ROBERT REVIS

did directly and indirectly, corruptly give, offer, and promise anything of value to a public official, with intent to influence such a public official, to commit and aid in committing, and collude in, and allow, any fraud, and make opportunity for the commission of any fraud, on the United States; that is, BUENO and REVIS offered to give and did give DWANE NEVINS, a public official, a thing of value, approximately \$2,500, to influence NEVINS to commit and aid in committing, and collude in, and allow, any fraud, and make opportunity for the commission of any fraud, on the VA.

All in violation of 18 U.S.C. § 201(b)(1)(B).

COUNT 5
(Causing the Payment of a Bribe to Collude, Allow, and Make
an Opportunity to Commit a Fraud on the United States)

53. On or about November 5, 2015, the defendants,

ANTHONY BUENO and ROBERT REVIS

did knowingly and willfully cause another to directly and indirectly, corruptly give, offer, and promise anything of value to a public official, with intent to influence such a public official, to commit and aid in committing, and collude in, and allow, any fraud, and make opportunity for the commission of any fraud, on the United States; that is, BUENO and REVIS did knowingly and willfully cause UCE 1's offer to give, and UCE 1's gift to, DWANE NEVINS, a public official a thing of value, approximately \$4,500, to influence NEVINS to commit and aid in committing, and collude in, and allow, any fraud, and make opportunity for the commission of any fraud, on the VA.

All in violation of 18 U.S.C. §§ 201(b)(1)(B) and 2(b).

COUNT 6
(Attempted Extortion Under Color of Official Right)

54. Paragraphs 1 through 5 are incorporated here by reference as if fully set forth within this Count.

55. On or about and between November 16, 2015 and December 23, 2015, in the District of Colorado, the defendant,

DWANE NEVINS,

did knowingly and intentionally attempt to obstruct, delay, and affect in any way and degree commerce, and the movement of articles and commodities in commerce by extortion as those terms are defined in Title 18, United States Code, Section 1951(b), as set forth in more detail below.

56. When DWANE NEVINS returned to Denver, Colorado, from Las Vegas, Nevada, after a meeting with ANTHONY BUENO, UCE 1, UCE 2 and UCE 3, NEVINS complained to UCE 1 that he was not receiving promised payments from ANTHONY BUENO and ROBERT REVIS. NEVINS then sought to obtain money from UCE 1, with UCE 1's consent, under

color of official right, in return for obtaining contracts from the VA and the opportunity to compete for government contracts on a level playing field.

57. On or about November 25, 2015, DWANE NEVINS met with UCE 1 in Denver, Colorado.

a. During the meeting, NEVINS complained that “I never got a finder’s fee. The only fee I got was the training that I provided for them.” NEVINS then explained the circumstances in which he typically gets paid: “they’ll come through, and they’ll break me off a grand and then — well, but you know, again, I am a smart business man. So when they come at me for shit, ‘pay me my money.’ And I get paid. ‘We need you to do this,’ Pay me my money.’ And then I get paid. So it’s one of those types of deals. So they use me when they need to.”

b. NEVINS referred to his “hindrance” and “issues” with BUENO and REVIS, and suggested that when UCE 1 started to pursue VA contracts “that’s when the conflict goes, and that’s where I need a mediator.”

c. NEVINS told UCE 1 that UCE 1 could still pay him for providing training, saying “it doesn’t have to be your company.” NEVINS then joked with UCE 1 about the fact that they had not opened the binders during the meeting in Las Vegas. NEVINS complained about having paid to check the binders with the airline: “I was pissed, bringing the books. I was more pissed that I had to bring them back. . . . I should have thrown that shit in the garbage.”

58. DWANE NEVINS spoke to UCE 1 via telephone on December 16, 2015 and again complained that AUXILIOUS “only covered me for the training.” During the call, NEVINS twice threatened that UCE 1 would not get contracts unless UCE 1 paid NEVINS for three classes:

a. In the first threat, NEVINS told UCE 1 “I need to move things, and I can’t move things with the training. I mean, I did the training, I got the fee for the training, but there’s other things that got to fall in place for me to move things.”

b. In the second threat, NEVINS told UCE 1 “the train don’t go without me. You know what I mean? I’m the engine. I’m the caboose. I’m the engine room.”

c. NEVINS proposed that if UCE 1 did not want to wait for AUXILIOUS to pay him, then UCE 1 should pay him directly: “I need to do three trainings and you know what the fees for the three trainings are, or two trainings. I can get away with two trainings for now.” Later in the conversation, NEVINS told UCE 1 “I’m still looking out for you guys, and I still got some stuff I want, you know, to line up for you guys, and I’m working to line this shit up, but, you know opportunities are being passed, because, nothing due to you, not your fault, but you — as you know — this is a business and businessmen need to get paid . . . so I can have my Christmas, you know what I’m saying?”

59. On or about December 17, 2015, DWANE NEVINS spoke to UCE 1 on the telephone about additional training sessions and told UCE 1, among other things, “we would do two more and we would be good, because it was supposed to be a three way split with those guys” and that payment for two more trainings would correspond to the \$10,000 NEVINS sought for his assistance: “Then I would be at, you know, I would’ve been at the ten, which is a relatively small amount, you know, for you guys to keep your train moving.”

60. On or about, December 23, 2015, DWANE NEVINS received and accepted \$4,500 in cash offered by UCE 1 in the parking lot of a restaurant in Denver, Colorado.

All in violation of Title 18, United States Code, Sections 1951(a).

COUNT 7
(Criminal Conflict of Interest Regarding the Bead Contract)

61. Paragraphs 1-5 and 7-10 are incorporated here by reference as if fully set forth within this Count.

62. On or about December 21, 2015, DWANE NEVINS signed a VA Form 2268 for the Bead Contract, concurring in the contracting officer's decision not to set aside the Bead contract for SDVOSBs.

63. Between on or about September 25, 2015, and December 21, 2015, DWANE NEVINS participated personally and substantially in the Bead Contract and matter and contract by providing advice and information to AUXILIOUS and UNDERCOVER BUSINESS about federal government contracting and procurement policies.

64. On or about and between September 25, 2015 and December 21, 2015, in the District of Colorado and elsewhere, the defendant,

DWANE NEVINS,

willfully participated personally and substantially as a Government employee through decision, approval, disapproval, recommendation, and the rendering of advice in a particular matter and contract, to wit the Bead Contract, in which, to his knowledge, he and DIVERSIFIED ENTREPRENEUR NETWORK had financial interests, that is, the defendant had received \$4,500 from UCE 1 to provide services related to the Bead Contract and \$2,500 from ANTHONY BUENO, ROBERT REVIS and AUXILIOUS to provide services related to the Bead Contract.

All in violation of Title 18, United States Code, Sections 208(a) and 216(a)(2).

COUNT 8
(Criminal Conflict of Interest Regarding the DME Contract)

65. Paragraphs 1-5, 7-9, and 11 are incorporated here by reference as if fully set forth within this Count.

66. Between on or about September 25, 2015, and April 2016 DWANE NEVINS participated personally and substantially in the DME Contract and matter by providing advice and information to AUXILIOUS and UNDERCOVER BUSINESS about federal government contracting and procurement policies.

67. On or about December 17, 2015, DWANE NEVINS sent texts to UCE 1 describing the contract he would help UCE 1 obtain. In one text DWANE NEVINS described it as “Dme durAble medical equipment.” In another text, DWANE NEVINS forwarded a message to UCE 1 with the solicitation number “VA259-14-r-0472,” the number corresponding to the DME contract.

68. On or about, February 25, 2015 and, again, on or about September 11, 2016, DWANE NEVINS signed a VA Form 2268 for the DME Contract, concurring in the contracting officer’s decision not to set aside the DME contract for SDVOSBs.

69. On or about and between February 25, 2015 and September 11, 2016, in the state and district of Colorado, the defendant,

DWANE NEVINS,

willfully participated personally and substantially as a Government employee through decision, approval, disapproval, recommendation, and the rendering of advice in a particular matter and contract, to wit the DME Contract, in which, to his knowledge, he and DIVERSIFIED

ENTREPRENEUR NETWORK had a financial interest, that is, the defendant had received \$4,500 from UCE 1 to provide services related to the DME Contract.

All in violation of Title 18, United States Code, Sections 208(a) and 216(a)(2).

FORFEITURE ALLEGATION

70. The allegations contained in Counts One through Six of this Indictment are hereby re-alleged and incorporated by reference for the purpose of alleging forfeiture pursuant to the provisions of Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461 (c).

71. Upon conviction of the violations alleged in Counts One through Six of this Indictment involving a conspiracy, in violation of Title 18, United States Code, Section 371; the payment and receipt of bribes to create an opportunity for fraud in respective violation of Title 18, United States Code, Sections 201(b)(1)(B), (b)(2)(B) and 2(b); and extortion in violation of Title 18 United States Code Section 1951(a); the defendants,

DWANE NEVINS, ANTHONY BUENO and ROBERT REVIS,

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 defendants' right, title and interest in all property constituting and derived from any proceeds the defendants obtained directly and indirectly as a result of such offense, including, but not limited to a money judgment in the amount of proceeds obtained by the conspiracy and by the defendants, for which the defendants are joint and severally liable, less the amount of proceeds recovered from directly traceable assets; and

72. If any of the property described in paragraph 71 above, as a result of any act or omission of the defendants:

- a) cannot be located upon the exercise of due diligence;
- b) has been transferred or sold to, or deposited with, a third party;
- c) has been placed beyond the jurisdiction of the Court;
- d) has been substantially diminished in value; or
- e) has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), incorporating the provisions of Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of said defendants up to the value of the forfeitable property.

A TRUE BILL:

Ink signature on file in Clerk's Office
FOREPERSON

ROBERT C. TROYER
United States Attorney

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