

2018-0003-INVI-P – Suspected Violation of the Architect of the Capitol (AOC) Contracting Manual: Not Substantiated; Suspected Violation of Title 15, United States Code (U.S.C.) § 657, Commerce and Trade - Limitations on Subcontracting: Not Substantiated; and Suspected Violation of Title 5, U.S.C. § 5533, Government Organization and Employees – Dual Pay from More Than One Position: Not Substantiated

On August 4, 2017, the AOC Office of Inspector General (OIG) received a complaint from an AOC employee (complainant) alleging violations of AOC contract policy non-compliance and contractor non-compliance relating to an AOC jurisdiction’s contract issued in November 2016. The jurisdiction’s cleaning and policing contract was issued to a prime contractor, who in turn hired a subcontractor, to complete some of the required work under the contract. The complainant alleged a quid pro quo arrangement was made between a peer, their immediate supervisor, and the jurisdiction superintendent with the owner of the subcontracting company, who was also employed by the U.S. House of Representatives. The complainant alleged that this arrangement resulted in the issuance of the jurisdiction cleaning and policing contract.

Further, on September 7, 2017, a second AOC employee filed a confidential complaint with the OIG that the peer and the immediate supervisor were, out of loyalty to the subcontractor, covering up contract non-compliance of its work for the prime contractor.

In an interview, the Contracting Officer (CO), stated their belief was that the peer and direct supervisor of the complainant acted accordingly and were responsive to the needs of the contract. The CO stated that the peer and direct supervisor of the complainant notified the CO when concerns arose, and the CO then contacted the prime contractor in a timely manner. The CO stated that the AOC issued a “Letter of Concern,” documenting the contractor’s shortcomings and expectations. Also, when tasks were not performed to the contracted standard, the CO issued the prime contractor a “Claim for Equitable Adjustment” for which the AOC reduced payment.

Based on the investigation, the OIG concluded that the peer and direct supervisor of the complainant ensured contractor compliance and did not identify a “quid pro quo” arrangement as alleged.

Final Management Action: The investigation is closed.