



OFFICE OF INSPECTOR GENERAL

MARCH 30, 2018

Capitol House Cleaning and Policing Contract Audit

Audit Report 2018-0005-AUD-R

MISSION

The OIG promotes efficiency and effectiveness to deter and prevent fraud, waste and mismanagement in AOC operations and programs. Through value added, transparent and independent audits, evaluations and investigations, we strive to positively affect the AOC and benefit the taxpayer while keeping the AOC and Congress fully informed.

VISION

The OIG is a high-performing team, promoting positive change and striving for continuous improvement in AOC management and operations. We foster an environment that inspires AOC workforce trust and confidence in our work.



Results in Brief

Capitol House Cleaning and Policing Contract Audit

March 30, 2018

Objectives

Our audit objectives were to:

- Determine if the Architect of the Capitol (AOC) solicited, awarded, and is monitoring the Capitol Building House Cleaning and Policing Contract in accordance with agency policies and procedures;
- Evaluate if the Capitol Building House Cleaning and Policing Contract provides value to the AOC and was warranted; and
- Determine if the contractor, NV Enterprises, Inc. (NVE), is carrying out its duties in accordance with the specifications of the contract.

Findings

Based on our audit, we found that the AOC did not:

- Always monitor contractor performance in accordance with the contractual terms; and,
- Appropriately document the bona fide need to adequately justify the need for night cleaning services.

Recommendations

Capitol Building jurisdiction should take the appropriate actions to correct the findings. Specifically, responsible jurisdiction personnel should:

- Monitor contractor performance based on the contractual terms. All monitoring efforts should be documented and retained for future reference.
- Prior to obtaining additional resources, determine the need by evaluating appropriate sources. Obtain and retain support to justify the need for additional resources including contractual services.

Other Matters to Consider

- Based on our audit, it appears the AOC may not have received the best value from this contract. We recommend that the AOC take past contractor performance, cost and other pertinent factors into consideration before deciding to continue with the contractor prior to the Year 1 Option effective April 1, 2018.

Management Comments

AOC concurred with our findings and recommendations and provided comments.

AOC commented that the assigned Contracting Officer Technical Representative (COTR) received the appropriate training and monitoring the contract. The COTR is familiar with the contractual terms and is documenting inspections and approving invoices based on contractor performance.



Results in Brief

Capitol House Cleaning and Policing Contract Audit

AOC agreed that they could have better supported the bona fide need and to keeping documentation of the determination of a bona fide need for contractual services in the future.

AOC commented and provided documentation to support that they will not select Option year 1 of this current contract which is effective April 1, 2018. AOC will utilize internal resources for these services.

Please see the Recommendations Table on the next page for the status of the recommendations.

Recommendations Table

Responsible Entity	Recommendations Resolved	Recommendations Unresolved	Recommendations Closed
Capitol Building jurisdiction	None	None	A-1, A-2a, A-2b, B

Note: The following categories are used to describe agency management's comments to individual recommendations.

- **Unresolved** - Management has not agreed to implement the recommendation or has not proposed actions that will address the recommendation.
- **Resolved** - Management agreed to implement the recommendation or has proposed actions that will address the underlying finding that generated the recommendation.
- **Closed** – The Office of Inspector General (OIG) verified that the agreed upon corrective actions were implemented.



INSPECTOR GENERAL

DATE: March 30, 2018

TO: The Honorable Stephen T. Ayers, FAIA, LEED AP,
Architect of the Capitol

FROM: Christopher P. Failla *C. Failla*
Inspector General

SUBJECT: Audit of Capitol Building House Cleaning and Policing
Contract (Project 2017-0001-AUD-P)

This memorandum transmits the final OIG Audit Report 2018-0005-AUD-R, which includes four recommendations regarding the Capitol Building House Cleaning and Policing Contract. We conducted this audit in accordance with generally accepted government auditing standards.

We considered the AOC's comments on the draft of this report when preparing the final report. The management comments addressed all specifics of the recommendations. We reviewed the documentation regarding not to exercise option year 1 of this contract which would have started April 1, 2018. We consider this termination of the contract and documentation that internal resources will be used for the Capitol Building House cleaning and policing services to be the AOC's completion of the required Notification of Final Action. Accordingly, you have completed all phases of the finding resolution process; we do not require any additional comments.

We appreciate the cooperation and assistance received during the audit. If you have questions or wish to discuss the report, please contact Ashton Coleman, Jr., Assistant Inspector General for Audits, at 202.593.0261 or ashton.coleman@aoc.gov.

Distribution List:

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Table of Contents

Introduction	1
Objective	1
Background	1
Review of Internal Controls.....	3
Criteria	4
Finding A	5
Contract Monitoring	5
Conclusion	7
Recommendation A	7
Management comments on the finding and our response	8
Finding B	9
Documented Bona Fide Need.....	9
Conclusion	10
Recommendation B	10
Management comments on the finding and our response	10
Other Matters to Consider	11
Management comments and our response	12
Appendix A.....	13
Scope and Methodology	13
Use of Computer-Processed Data	13
Prior Coverage	13
Appendix B.....	14
Management Comments	14
Acronyms and Abbreviations	16

Introduction

Objective

Our audit objectives were to:

- 1) Determine if the AOC solicited, awarded, and is monitoring the Capitol Building House Cleaning and Policing Contract in accordance with agency policies and procedures;
- 2) Evaluate if the Capitol Building House Cleaning and Policing Contract provides value to the AOC and was warranted; and
- 3) Determine if the contractor, NVE, is carrying out its duties in accordance with the specifications of the contract.

Background

The AOC has contracted cleaning and policing services for the House Committee Members area of the U.S. Capitol Building for more than 10 years. For the current contract, the AOC utilized the General Services Administration's schedule to execute a task order with vendor NVE. After receipt of quotes from two vendors in response to the November 2016 Request for Quote (RFQ) for the Capitol Building House Cleaning and Policing Services, NVE was awarded the task order. The technical evaluation panel deemed that both quotes met the technical requirements of the RFQ. NVE submitted the lowest price and was therefore selected to provide these services for two zones within the U.S. Capitol Building area beginning on April 1, 2017. The AOC refers to this task order as the Capitol Building House Cleaning and Policing contract. The prior contract's scope of work only included day services.

The original NVE contract was for day and night cleaning services totaling \$249K per year, with \$21K per month at a fixed monthly price for labor and supplies. This contract went into effect on April 1, 2017, with four option years starting on April 1 of each subsequent year. In August 2017, the AOC amended this contract to remove night cleaning services reducing the monthly cost from \$21K to \$16K and yearly cost from \$249K to \$190K. Originally, the contract with NVE included DSH Management, Inc. as a subcontractor, however an amendment removed the subcontractor in September 2017.

Table 1: Capitol Building House Cleaning and Policing Contract Timeline

Effective Date	Event	Monetary Effect
April 1, 2017	Contract Effective Date	N/A
August 1, 2017	Modification 1: - Remove nighttime cleaning services.	Decreased yearly total cost by \$39K
September 8, 2017	Modification 2: - Remove subcontractor. - Implemented daytime assignment sheets	NA

Table 2: Capitol Building House Cleaning and Policing Original Contract Value

Contract Period	Monthly Firm Fixed Price	Yearly Total
Base Year: April 1, 2017 - March 31, 2018	\$20,805.19	\$249,662.28
Option Year 1: April 1, 2018 - March 31, 2019	\$20,758.95	\$249,107.40
Option Year 2: April 1, 2019 - March 31, 2020	\$20,768.75	\$249,225.00
Option Year 3: April 1, 2020 - March 31, 2021	\$20,778.77	\$249,345.24
Option Year 4: April 1, 2021 - March 31, 2022	\$20,788.98	\$249,467.76
Total Original Contract Value		\$1,246,807.68

Table 3: Capitol Building House Cleaning and Policing Contract Current Value after August 1, 2017 Modification

Contract Period	Monthly Firm Fixed Price	Yearly Total
Base Year: April 1, 2017-July 31, 2017 (Night Services Removed) August 1, 2017-March 31, 2018	\$20,805.19 \$15,871.12	\$210,189.72
Option Year 1: April 1, 2018 -March 31, 2019	\$15,834.82	\$190,017.84
Option Year 2: April 1, 2019 - March 31, 2020	\$15,842.65	\$190,111.80
Option Year 3: April 1, 2020 - March 31, 2021	\$15,850.66	\$190,207.92
Option Year 4: April 1, 2021 - March 31, 2022	\$15,858.83	\$190,305.96
Total Contract Value After Modification #1		\$970,833.24

The contract was assigned a COTR who was responsible for contract monitoring and administration. To monitor contractor performance, the Performance Work Statement (PWS) for these services required documented daily inspection reports and reporting of deficiencies. Since the effective date of this contract of April 1, 2017, there have been four assignments of different COTRs to this contract.

Review of Internal Controls

We reviewed internal controls over the contract procurement and contract monitoring processes. We completed our review by conducting procedural reviews of these processes with key AOC employees. We also obtained source documents to verify the procedural reviews. The main control in the contract procurement process is the segregation between the requesting department and the Contracting Officer (CO). Only the CO is able to solicit and award the contracts. Furthermore, the COTR is responsible for monitoring contractor performance and payment. Any disputes and contract modifications are coordinated by the CO.

Criteria

We primarily used the following sources as criteria during this audit:

- 1- AOC Contract Capitol Building House Cleaning and Policing Task Order which includes contractor and AOC's requirements pertaining to these services.
- 2- Capitol Building House Cleaning and Policing Contract PWS which includes scope of work, performance standards and monitoring contractor performance requirements.
- 3- AOC Oder 34-1 Contracting Manual which includes uniform policies for AOC regarding acquisition of supplies, services, construction and related services.
- 4- The Principles of Federal Appropriations Law which includes the bona fide needs rule which mandates that a fiscal year's appropriations only be obligated to meet a legitimate or bona fide need arising in the fiscal year for which the appropriation was made.

Finding A

Contract Monitoring

The Capitol Building jurisdiction did not always monitor the contractor's performance for the current Capitol Building House Cleaning and Policing contract. The required documented inspections were not implemented until September 2017, five months after the contract effective date.

- The original contract included day and night services.
- The inspections of night services were documented starting June 2017 which noted several deficiencies.
- The deficiencies noted in the night services resulted in two letters of concerns issued to the contractor from the AOC.
- AOC paid \$78K to the contractor for April-July 2017 charges without verification that all services were rendered.
- Contract PWS requires contractor documented inspections which are to be submitted to the COTR at the end of the work shift. It also requires AOC employees to conduct inspections and document deficiencies.

The COTR did not always monitor the contractor's performance for the current Capitol Building House Cleaning and Policing contract. Specifically, the required documented inspections were not implemented for the first five months of the contract's current term which began on April 1, 2017. As a result the AOC paid \$78K without verifying the completeness of the services rendered.

The original contract required documented inspections of both day and night services; however, only the night services were inspected by AOC employees beginning in June 2017. These inspections documented numerous deficiencies in performance which resulted in two letters of concern to the contractor from the AOC. Starting September 2017, the COTR implemented all the required documented inspections. Although, the AOC reduced the June and July invoices based on the performance concerns noted on the night inspections, the approved invoices did not take into consideration the required documented inspections for day services. Therefore, there was no assurance that the AOC received all services required for day and night services.

The AOC Order 34-1 Contracting Manual specifies several mechanisms including quality inspections for detection of contractor noncompliance with contract provision and performance standards. It is the COTR's responsibility to promptly notify the CO, in writing, any time contractor performance is not in compliance with the contract. Although AOC issued two letters of concerns to NVE, not all instances of potential noncompliance were taken into consideration since only the night inspections were being completed and documented during that time.

The PWS pertaining to this contract requires that the contractor Supervisor complete documented inspections and provide them to the COTR at the end of the work shift. In addition, the AOC is required to conduct inspections of the contractor's work and note any deficiencies.

The AOC may not have initially assigned the appropriate COTR to this contract. AOC Contracting Manual Order 34-1 defines a COTR as an individual with expertise for the type of work performed or supplies provided under contract, who is issued a letter of appointment by the CO as being responsible for monitoring and reporting contractor compliance with contract terms and conditions. Furthermore, it appears that the assigned COTR and their designee involved in inspecting the contractor's performance were not aware of the contractual requirements to monitor the services provided under this contract. As a result there was no reasonable assurance that the contractor complied with all contract requirements, performed the work required under the contract, or earned the entire \$78K paid by the AOC for services in April-July 2017. The AOC paid invoices without verification that all required services were rendered. During June and July 2017, the COTR made deductions to the invoiced charges based on deficiencies found by the documented inspections for night services. However, the AOC did not document the inspections for the day services during that timeframe.

Table 4: Timeline of Documented Inspections

Month	Contractor Documented Inspection	AOC documented deficiencies
April 2017	No	No
May 2017	No	No
June 2017	No	AOC conducted and documented night inspections only
July 2017	No	AOC conducted and documented night inspections only
August 2017	No	No
September 2017	Yes	Yes

Conclusion

Monitoring the contractor's performance in accordance with the contractual terms is important to ensure that the objectives of the contract are accomplished and vendors meet their obligations. The AOC should ensure that appropriate monitoring efforts established under the terms of the contract are followed to confirm all services are rendered prior to payment for services. The AOC paid \$78K to the vendor prior to verifying all services were rendered.

When the required documented inspections were initiated in September 2017, the AOC noted several deficiencies indicating that the contractor had not provided all services as required by the contract. When contractor performance is appropriately monitored, contract terms and conditions can be enforced. This ensures better performance from contractors and lessens risk of waste of government funds.

Recommendation A

A-1. We recommend that Capitol Building jurisdiction assign the appropriate COTR and monitor the contract from the inception of the contractual period in accordance with the contract terms.

A-2. We recommend that:

- a. Capitol Building jurisdiction responsible authorities ensure that COTRs and their designees obtain complete understanding of the contractual requirements for contracts under their authority to effectively evaluate contractor performance and compliance with contract terms.

- b. COTRs ensure that documented inspections are performed as required under the contract and maintain support for approving invoices and possible disputes.

Management Comments on the Finding and Our Response

AOC Comments: The AOC concurs with the findings and recommendations. The assigned COTR has completed the requisite training and is appropriately monitoring the contract. The contract terms have been reviewed and understood. In particular, inspections have been completed and documented since September 2017 and invoices have been approved based on an evaluation that the performed work is as described in the contract. Further, the Capitol Building jurisdiction has sent a memo to all COTRs reminding them of their contractual responsibility to perform inspections, evaluate contractor performance, approve invoices and abide by the duties applicable to COTRs related to contract management.

Our Response: We reviewed management comments and determined they address the finding and recommendations. We also reviewed the documentation regarding the termination of this contract and noted that AOC will use utilize internal resources for these services. Therefore, we consider these recommendations closed.

Finding B

Documented Bona Fide Need

The AOC did not maintain appropriate documentation to warrant adding night cleaning services to the Capitol Building House Cleaning and Policing contract.

- As justification for adding the night cleaning services to the contract, the AOC could only provide a 2015 email from prior Superintendent of the U.S. Capitol Building stating that more help was needed in the U.S. Capitol Visitor Center.
- AOC employees that provided the night services to the House side of the Capitol Building were supposed to be transferred to the Capitol Visitor Center once the contract started.
- The AOC employees were never reassigned to the Capitol Visitor Center and they continued to provide night services while the contract with the night cleaning services was in effect from April 1, 2017- July 31, 2017.
- No new resources were added to the Capitol Visitor Center for cleaning services, which appears that there was no bona fide need to warrant adding the night services to the contract.

The AOC did not maintain appropriate documentation to warrant adding night cleaning services to the Capitol Building House Cleaning and Policing contract. The prior contract did not include night cleaning services. For funds to remain available for a replacement contract, a bona fide need for the work, supplies, or services must have existed when the original contract was executed, and it must continue to exist up to the award of the replacement contract. The replacement contract also must not exceed the scope of the original contract. As justification for adding night cleaning to the contract, the AOC could only provide a 2015 email from the prior Superintendent of the Capitol Building jurisdiction stating that more help was needed in the Capitol Visitor Center. This email also stated that employees from the Capitol Building House area would be transferred to the Capitol Visitor Center once contractual services for night cleaning were added to the new contract. However, the AOC employees in the Capitol Building House area night labor division were never reassigned to the Capitol Visitor Center. Aside from this email, the AOC could not provide any other documentation to justify the need for night services, such as performance, overtime reports or equivalent documents to justify the need for night services.

During April - July 2017, the AOC paid both contractual employees under the NVE contract and AOC employees to provide night cleaning services. The AOC

employees who provided the night services prior to the contract continued to provide the services along with the contractual employees when the contract became effective in April 2017. Between April and July 2017, it cost the AOC \$70K for employing AOC employees and paying contractual services to clean the same areas during the night services. Current AOC employees relied upon the email from the prior Capitol Building Superintendent as sufficient and appropriate evidence to support the need to warrant contractual services for night cleaning of the Capitol Building House areas.

Conclusion

The lack of bona fide need to add night services to this contract resulted in duplicate efforts when night services were concurrently performed by AOC employees.

Although the contract was amended effective August 1, 2017 to remove the night services, the AOC expended \$70K in payments to AOC employees and to contractual services to clean the same areas for several months. The AOC stated that the contractual services were to take over job duties of two AOC employees from the Capitol Building so they could support the Capitol Visitor Center; however, the reassignment of these employees never took place. Furthermore, the Capitol Visitor Center never obtained additional resources, indicating there was no need for additional resources in the Capitol Visitor Center to justify the reassignment and add night services to the Capitol Building contractual services.

Recommendation B

We recommend that in the future the AOC determine and document bona fide need prior to decisions to adequately document the need for acquisition of additional resources such as contractual services.

Management Comments on the Finding and Our Response

AOC Comments: The AOC generally concurs with the findings and recommendations. While we believe management validated the need for the service through the approval of the requisition before contracting for a service and through internal communications, enhanced documentation could have better supported the bona fide need to the auditor. Determination of a bona fide need will be formally documented in the future, prior to acquiring additional contracted cleaning services.

Our Response: We reviewed management comments. AOC concurred they did not have a well-documented bona fide need to justify contracting the night cleaning services. Further, management comments address the recommendation to document bona fide need prior to acquiring additional contracted services. We also reviewed the documentation regarding the termination of this contract and noted that AOC will use internal resources for these services. Therefore, we consider this recommendation closed.

Other Matters to Consider

Contract Value

Based on our audit, it appears that the AOC may not have received the best value for the services required under this contract. The evaluation factors for the award as included in the RFQ stated that the award shall be made on a low price technically acceptable basis. The government will award a single award task order to the Offeror whose quotation meets the government's technical requirements and offers the lowest price. NVE submitted a quote that was deemed both technically acceptable and lowest price.

Based on our audit, it appears that the AOC may not have received the best value for the services required under this contract. The evaluation factors for the award as included in the RFQ stated that the award shall be made on a low price technically acceptable basis. The government will award a single-award task order to the Offeror whose quotation meets the government's technical requirements and offers the lowest price. NVE submitted a quote that was deemed both technically acceptable and lowest price.

We conducted a comparative analysis and determined that the awarded contractor's per hour cost for labor and material was more than that of the competing vendor. Furthermore, the awarded vendor provided a quote with 44 percent fewer hours than the competing vendor. In addition, based on the documented inspections and two letters of concern from the AOC, the contractor's performance had deficiencies. This demonstrates that the awarded contractor may not have provided best value for the services and did not perform to the contractual expectations and requirements.

An analysis completed by the AOC of contractual versus the AOC resources showed that it is more advantageous to utilize internal resources for the cleaning services. Our analysis also showed that based on hourly rate, it is more advantageous to utilize AOC employees instead of the current contract.

We suggest that the AOC consider their and our analyses prior to deciding whether to elect Option Year 1 of this contract.

Management Comments and our Response

AOC Comments: An analysis of anticipated costs to the agency using in-house labor versus contracted labor shows that it is a better value to the government to complete the services with in-house AOC employees. Therefore, the AOC will not award the first option year to the existing contract on April 1, 2018 and intends to utilize AOC employees to complete the necessary services.

Our Response: Management comments address our comments and suggestions pertaining to the contract's value.

Appendix A

Scope and Methodology

We conducted this performance audit from August 29, 2017, date of the announcement letter for this audit through January 29, 2018 in accordance with generally accepted government auditing standards. These standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

We reviewed the following criteria to determine whether the AOC solicited, selected, awarded and monitored this contract in accordance with applicable requirements:

- AOC Order 34-1 Contracting Manual which is the agency's policy for procuring and managing contracts
- RFQ, Fully Executed Task Order
- PWS to identify contractor performance requirements.

We interviewed key personnel related to this contract including the CO and COTRs assigned to this contract. We reviewed the official records which include the contract documentation such as the solicitation, quotes received, technical evaluation, award and selection to verify the procurement process for this contract. We reviewed financial reports and invoices. Furthermore, we reviewed payroll records to determine whether the current contract was cost beneficial in comparison to utilizing AOC employees.

We forwarded these findings to the AOC OIG Investigations Division for further review as deemed appropriate.

Use of Computer-Processed Data

We did use computer-processed data to perform this audit. We performed data reliability tests such as tracing source documents to the data. We also obtained procedural reviews of internal controls over the systems that produced the data and compared independently OIG-run reports.

Prior Coverage

No prior coverage has been conducted on the Capitol Building House Cleaning and Policing services during the last five years by the AOC OIG or the Government Accountability Office.

Appendix B

Management Comments




Architect of the Capitol
U.S. Capitol, Room SB-16
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United States Government

MEMORANDUM

DATE: March 22, 2018

TO: Christopher P. Failla
Inspector General

THROUGH: Stephen T. Ayers, FAIA, LEED AP
Architect of the Capitol 

FROM: Mark D. Reed, PE, CFM
Superintendent, Capitol Building 

SUBJECT: Draft Report Capitol House Cleaning and Policing Contract

Thank you for the opportunity to review and comment on the Office of Inspector General's (OIG) review of the Capitol House Cleaning and Policing Contract Draft Audit. The Architect of the Capitol's (AOC) comments concerning the draft report are as follows:

Recommendation A

A-1. We recommend that Capitol Building jurisdiction assign the appropriate COTR and monitor the contract from the inception of the contractual period in accordance with the contract terms.

A-2. We recommend that:

- a. Capitol Building Jurisdiction responsible authorities ensure that COTRs and their designees obtain complete understanding of the contractual requirements for contracts under their authority to effectively evaluate contractor performance and compliance with contract terms.
- b. COTRs ensure that documented inspections are performed as required under the contract and maintain support for approving invoices and possible disputes.

AOC Comments: The AOC concurs with the findings and recommendations. The assigned COTR has completed the requisite training and is appropriately monitoring the contract. The contract terms have been reviewed and understood. In particular, inspections have been completed and documented since September 2017 and invoices have been approved based on an evaluation that the performed work is as described in the contract. Further, the Capitol Building jurisdiction has sent a memo to all COTRs reminding them of their contractual responsibility to perform inspections, evaluate contractor performance, approve invoices and abide by the duties applicable to COTRs related to contract management.

Recommendation B

We recommend that in the future the AOC determine and document bona fide need prior to decisions to adequately document the need for acquisition of additional resources such as contractual services.

AOC Comments: The AOC generally concurs with the findings and recommendations. While we believe management validated the need for the service through the approval of the requisition before contracting for a service and through internal communications, enhanced documentation could have better supported the bona fide need to the auditor. Determination of a bona fide need will be formally documented in the future, prior to acquiring additional contracted cleaning services.

Other Matters to Consider:

Based on our audit, it appears that the AOC may not have received the best value for the services required under this contract. The evaluation factors for the award as included in the RFQ stated that the award shall be made on a low price technically acceptable basis. The government will award a single award task order to the Offeror whose quotation meets the government's technical requirements and offers the lowest price. NVE submitted a quote that was deemed both technically acceptable and lowest price.

AOC Comments: An analysis of anticipated costs to the agency using in-house labor versus contracted labor shows that it is a better value to the government to complete the services with in-house AOC employees. Therefore, the AOC will not award the first option year to the existing contract on April 1, 2018 and intends to utilize AOC employees to complete the necessary services.

Doc. No. 180307-09-01

Acronyms and Abbreviations

AOC	Architect of the Capitol
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
NVE	NV, Enterprise, Inc.
OIG	Office of the Inspector General
PWS	Performance Work Statement
RFQ	Request for Quote



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