U.S. Department of Labor

Office of Inspector General
Washington, DC. 20210

November 21, 2014

MEMORANDUM FOR: T. MICHAEL KERR
Assistant Secretary
for Administration and Management

FROM: ELLIOT P. LEWIS
Assistant Inspector General
for Audit

SUBJECT: Allegation of Wasteful Spending Related to a Contract with Concepts, Inc.
Report No. 17-15-001-07-001

The purpose of this memorandum is to provide the results of our review of an allegation that the Department of Labor (DOL) awarded a $100,000 no-bid contract to an outside public relations firm, Concepts, Inc. (Concepts), to promote a book club as part of the Department's Centennial. This allegation and others that were previously addressed were referred to the Inspector General by Senator Tom Coburn. Senator Coburn's request was precipitated by a February 6, 2014, National Review Online article titled, "Wasteful High Jinks at the Labor Department."

The Department issued 2 task orders to Concepts, totaling $208,970, for "strategic communications and marketing for [the] DOL Centennial." In order to address the allegation, we conducted work to answer the following question:

> *Did the Department properly award and administer task orders to Concepts for work related to the DOL Centennial?*

We found: 1) the Department limited competition by soliciting vendors from an existing multiple-award blanket purchase agreement (BPA) that included the type of communications services required by the Department; however, this BPA had been restricted to vendors having specialized disability experience, which was not required for the work related to the Centennial; 2) the Department did not properly consider the type of contract to be used; and 3) the statement of work did not adequately define the Department's requirements.

We also found the Department did not administer the task orders appropriately in that it: 1) treated a labor-hour contract as firm-fixed-price, and 2) could not demonstrate via contemporaneous evidence that it monitored the work performed and hours worked by the contractor.

These conditions occurred, at least in part, because the Department did not allow sufficient time for acquisition planning and did not effectively monitor the contractor in accordance with the task orders. As a result, the Department was not able to ensure it received the best value for what it was procuring or that it received what it paid for.

To achieve our objective, we interviewed DOL officials and reviewed the contract files for the BPA (DOLQ119431629) and task orders (DOLU139434371 and DOLU139535277), as well as the related contractor invoices and monthly contractor reports of activities performed and deliverables provided. We conducted this review under the Quality Standards for Inspection and Evaluation, issued January 2012 by the Council of the Inspectors General on Integrity and Efficiency.

Results – Task Order Awards

Limited Competition

The Department hired Concepts to "provide strategic communications and marketing for [the] DOL Centennial." The Office of Public Affairs (OPA) was responsible for developing the requirements and monitoring the contractor's work. The initial task order was offered to Concepts, Inc., and one other small business, each of which held an existing BPA to provide communications support to DOL's Office of Disability Employment Programs (ODEP). The Office of the Assistant Secretary for Administration and Management (OASAM) awarded the task order to Concepts, which offered the lowest bid and what the Department considered a technically acceptable proposal, for $119,610 in February 2013. When the task order expired in September 2013, OASAM awarded a second task order to Concepts for $89,359 to continue the work begun under the initial task order, which OASAM considered to be a "logical follow-on"[1] to the first task order.

Although the use of an existing BPA is encouraged by the Federal Acquisition Regulation (FAR) when appropriate, OASAM's use of the ODEP BPA to fulfill OPA's requirements was not appropriate because of the restrictions placed on the experience of vendors who could be selected. The intent of the original BPA was to provide communication services to ODEP "in continuing to support intergovernmental partnerships at the federal, state, and local government

[1] In the interest of economy and efficiency, FAR Part 8.405-6 allows agencies to limit sources for orders placed under Federal Supply Schedules when the new work is a logical follow-on to an original Federal Supply Schedule order.

levels." The decision to award the BPA to Concepts and one other small business was based in part on special requirements and evaluation factors in DOL's request for quotes (RFQ), including "subject matter expertise in the disability and employment arenas" and "knowledge of US DOL's disability employment policy and program issue areas." These special requirements and evaluation factors were unrelated to, and unnecessary for, OPA's Centennial-related requirements.

FAR, Part 7.102, requires agencies to perform acquisition planning for all acquisitions in order to promote and provide for full and open competition (or to obtain competition to the maximum extent practicable). We noted this procurement was done on an expedited basis and there was no evidence of acquisition planning. A February 5, 2013, e-mail from OPA to OASAM requested expedited service and a contract start date in 3 days. The RFQ (issued by e-mail on February 6, 2013) required technical and price proposals to be submitted within 29 hours from when the RFQ was issued and included an apology for the short turnaround time.

OASAM policy indicated the projected acquisition timeline for this type of procurement ranged from 27 to 144 business days. OPA officials stated the task order needed to be awarded by February 8, 2013, "to allow a vendor to begin work on DOL Centennial projects as soon as next week." According to OPA officials, this was necessary in order to allow the contractor time to develop a plan for year-long Centennial activities, which could be announced by March 4, 2013, the anniversary date of DOL's creation in 1913. However, the Acting Secretary of Labor did not mention DOL's Centennial plans in his Centennial message on March 4, 2013. We noted neither the RFQ nor the statement of work required the contractor to develop a plan for DOL's Centennial activities by March 4, 2013. The Department did not provide any evidence for why it could not have waited longer to procure these services. Because of the short timeframe requested, the Department elected to use an existing BPA rather than allowing sufficient time to obtain wider competition to the maximum extent practicable.

By using ODEP's BPA, OASAM in effect limited competition to the two BPA holders, while there may have been other qualified vendors who could have met OPA's less specialized requirements. For example, one potential vendor declined to make an offer for the BPA because "the need for subject matter expertise at a national level and multi-language requirement were challenges [the vendor] could not overcome," but these were not necessary for the Centennial task orders.

Inadequate Consideration of Contract Type

In fulfilling its Centennial requirements, the Department used two different contract types for the same services. The initial task order issued to Concepts was a firm-fixed-price contract. The second, or follow-on task order, was issued

as a labor-hour agreement.[2] The Department provided no evidence to show why it chose these particular contract types, or why the contract types differed.

FAR, Part 16.103(b), states a firm-fixed-price contract shall be used when the risk involved is minimal or can be predicted with an acceptable degree of certainty. However, when a reasonable basis for firm pricing does not exist, other contract types should be considered. Although the FAR does not require documentation to be maintained to show why a particular contract type was selected under simplified acquisition procedures,[3] the contracting office must nonetheless exercise sound judgment in selecting the most appropriate type of contract.[4]

For the initial task order, we found no documentation indicating a reasonable basis for firm-fixed-pricing because the statement of work did not contain specific products or tasks to be completed during the task order period. For example, the statement of work required Concepts to "develop draft content based on the approved work plan[s]." The approved work plan only identified examples of draft content such as "blog posts" and "articles," but did not identify anything more specific or establish any timelines or quantities for deliverables.

Insufficiently Defined Requirements

Both task orders for the DOL Centennial requirements contained statements of work that provided insufficient details regarding the nature and scope of work to be performed.

The statement of work for the initial task order included three tasks:

1. Development of DOL Centennial Work Plan
2. Development of Content
3. Support for Events and Communication Development for DOL Centennial

The requirements under the second and third tasks included only general descriptions of the work to be performed. More importantly, the first task was to develop a work plan that would include a list of steps for project tasks, discussion of content and deliverables, and a timeline for accomplishment of the project tasks and deliverables. In other words, the first requirement of the statement of work was to develop the requirements. This was not appropriate because well-defined requirements in a statement of work are necessary for the Department to hold a contractor accountable and ensure it receives the services for which it paid.

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[2] A labor-hour contract provides for acquiring supplies or services on the basis of direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit.
[3] FAR, Part 16.103(d)(2)(i)
[4] FAR, Part 16.103(a)

The FAR requires agencies to describe the required results expected and to enable assessment of work performed against measurable performance standards to the maximum extent practicable for performance-based acquisitions.[5] The Department's performance standards included in the statement of work used general terms such as "accuracy in draft content for documents" and "successful event coordination with other parties," but did not indicate more specific information, such as the number of events to coordinate or timelines.

The second task order included the same 3 general tasks and performance standards as the initial task order (noted above) and was issued to continue the services procured under the initial task order at an additional cost of $89,359. This resulted in a total cost of $208,970, or a nearly 75 percent increase over the initial task order. This is further evidence that the Department did not adequately define its requirements.

In addition, as previously noted, the Department expedited this acquisition in order to develop a plan for its Centennial activities by March 4, 2013, but did not include this critical requirement in the statement of work.

Summary of Task Order Award Concerns

We found no evidence this procurement was properly planned to obtain competition to the maximum extent practicable as required by FAR, Part 7. In addition, the Department did not demonstrate it properly considered the contract types it used and did not sufficiently define its requirements. These conditions occurred at least in part because the Department did not allow sufficient time to plan the acquisition. If the Department had allowed more time to properly plan this acquisition, it could have produced a better statement of work, determined the best type of contract, and more appropriately competed this award. In addition, a follow-on task order might not have been necessary had the Department developed a more accurate estimate of the scope and cost of the procurement. Because the Department did not take sufficient time to properly plan this acquisition, it has no assurance that it received the best value for the money spent.

[5] FAR, Part 37.602(b)

Results – Task Order Administration

Labor-Hour Task Order Treated as Firm-Fixed-Price

The second task order was issued as a "labor-hour agreement with a ceiling."[6] OASAM officials maintained this was a mistake and the task order was intended to be firm-fixed-price. However, the Department never issued a modification to correct the task order and there was no other information in the task order that indicated this was anything other than a labor-hour agreement.

The second task order, like the initial task order, did not include a payment schedule — other than allowing the contractor to invoice monthly — detailing the timing, amount, and conditions for progress and final payments. The contractor was paid equal monthly installments of the total task order amount over the period of the performance (October 1, 2013, to March 31, 2014). The contractor presented monthly invoices that included descriptions of work performed during each month, but was paid the same amount each month regardless of what work was conducted. There was no record of the hours actually worked by the contractor.

According to OASAM officials, this occurred because the task order was under the simplified acquisition threshold of $150,000, so the Department did not provide the same level of oversight it would have provided for an acquisition of more than $150,000. However, by not ensuring the correct type of contract was executed, the Department had no assurance it administered the task order appropriately.

Lack of Monitoring Records

The performance standards in both task orders specified "surveillance methods" for the Department to verify all performance elements. These methods generally consisted of 100-percent review or examination of all documents, publications, and coordination efforts delivered under the task orders. Although the contracting officer's representative from OPA attested to satisfactory performance and receipt of deliverables, the Department had no contemporaneous evidence to show it performed the 100-percent reviews.

In addition, although the second task order was issued as a labor-hour agreement, we found no evidence the Department monitored the hours worked by the contractor.

This occurred because the contracting officer did not ensure OPA sufficiently monitored the contractor's work to determine if the work met the performance standards identified in the task orders. As a result, the Department had no

[6] A labor-hour contract differs from firm-fixed-price in that it provides no positive profit incentive to the contractor for cost control or labor efficiency.

assurance the contractor satisfactorily performed all performance elements within the terms of the task orders.

We noted OPA officials expressed satisfaction with the services received under both task orders, highlighting a series of "Work in Progress" blog posts covering every decade from the 1910s to present day, and "The Books That Shaped Work in America" project (http://www.dol.gov/books/), which included "the participation of eight former Labor Secretaries from both political parties." In addition to securing positive media coverage from more than 50 mainstream media sources, the "The Books That Shaped Work in America" website received approximately 30,000 visitors from various online media outlets. According to OPA, this project was one of DOL's most successful "online engagement" efforts.

Summary of Task Order Administration Concerns

We found no evidence the Department effectively monitored the contractor's work to determine if it was acceptable in accordance with task order requirements. In addition, the Department issued the second task order as a labor-hour agreement, but paid invoices as if it was firm-fixed-price without issuing a modification to the task order. While the Department may have been satisfied with the services it received in support of the Centennial, due to the lack of appropriate oversight, DOL had no assurance it actually received the quantity and quality of services for which it paid.

OASAM's Response and OIG Analysis

The Deputy Assistant Secretary for Operations acknowledged OASAM will take appropriate corrective action to address the findings and recommendations outlined in our draft report. However, OASAM wanted to clarify some of the issues discussed in the draft report.

OASAM stated it disagreed with the report's conclusion that competition was inadequate, as the FAR does not require competition to the maximum extent possible without giving any consideration to the administrative costs of the purchase. OASAM further stated the primary purpose of competition is to ensure price reasonableness for the services being delivered and noted the FAR requires the contracting officer to promote competition to the maximum extent practicable to obtain supplies and services from the source whose offer is the most advantageous to the government, considering the administrative cost of the purchase.

We found no evidence the contracting officer promoted competition to the maximum extent practicable or considered the administrative cost of this acquisition. The use of the existing ODEP BPA was not appropriate because it limited competition to only two BPA holders with specialized disability experience, while there may have been other qualified vendors who could have

met OPA's requirements at a lower cost. Furthermore, we disagree that the primary purpose of competition is to ensure price reasonableness for the services being delivered. The primary purpose of competition is to ensure best value to the government, which includes price reasonableness.

In addition, OPA concluded the second BPA holder's proposal was technically unacceptable because it did not demonstrate an adequate understanding of the work required; however, OASAM provided only 29 hours for the two BPA holders to respond to the RFQ. This was a very limited amount of time in which to expect vendors to provide adequate responses to any request, especially one in which the statement of work provided insufficient details of the nature and scope of work to be performed. Due to the lack of planning for this acquisition, including the limited response time for proposals and insufficient details in the statement of work, and the limiting of competition, the Department could not ensure it received best value.

OASAM stated FAR policies encourage federal agencies to buy smarter, decrease duplication, and reduce administrative costs to taxpayers. OASAM also stated satisfying the needs of several agencies through the use of one already-competed acquisition instrument promotes those principles; therefore, the BPA established earlier for ODEP, and eventually used by OPA for the Centennial, supported this policy.

We agree DOL should strive to buy smarter, decrease duplication, and reduce administrative costs to taxpayers in their procurement efforts. However, this does not preclude the Department from meeting FAR requirements to perform acquisition planning to obtain competition to the maximum extent practicable and ensuring best value for the government. In addition, FAR, Part 7.102, requires acquisition planning to promote and provide for "appropriate consideration of the use of pre-existing contracts" [emphasis added]. In this case, it was not appropriate for the Department to use an existing BPA established for ODEP requirements to meet OPA's unrelated requirements.

OASAM also stated that because the services provided by Concepts were commercial items and were already available on the previously-competed contract for ODEP, further acquisition planning to acquire them was not required or necessary.

FAR, Part 7.102, states, "[A]gencies shall perform acquisition planning and conduct market research for all acquisitions" [emphasis added]. The four numbered sub-paragraphs describe why this needs to be done. OASAM's response seems to imply that if a commercial item is available and suitable pursuant to FAR, Part 7.102(a)(1), then an exception to the general rule is created. We disagree with this interpretation and stand by the language in the report.

OASAM stated despite the performance-related wording in the performance work statement in the two task orders, these acquisitions were not intended to be performance-based.

However, neither task order was modified to change the contract type. As such, both task orders remained performance-based acquisitions and should have been monitored in accordance with the requirements in the task orders.

Finally, OASAM stated the Department received the required services in accordance with the contract's terms and conditions. Therefore, the OIG's allegation that the contracting officer did not ensure OPA sufficiently monitored the contractor's work to determine if the work met the performance standards identified in the task orders is misleading.

We disagree this is misleading. According to both task orders, the Department was required to verify 100 percent of the performance elements completed. However, there was no evidence that this had occurred. As such, there is no evidence DOL received the required services in accordance with the contracts' terms and conditions. Furthermore, FAR, Part 1.602-2, states contracting officers are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships.

OASAM's response to the draft report is included in its entirety as an attachment to this report.

Recommendations

We recommend the Assistant Secretary for Administration and Management:

(1) Ensure adequate time is allowed in planning for all acquisitions to promote and provide for full and open competition (or to obtain competition to the maximum extent practicable), sufficiently define requirements, and select the appropriate contract type.

(2) Ensure all acquisitions, including those under the simplified acquisition threshold, receive sufficient oversight to ensure each acquisition is administered in accordance with the terms and conditions of the contract.

(3) Remind agencies they are required to monitor contractors in accordance with contract requirements.

Attachment

Attachment

OASAM Response to Draft Report

U.S. Department of Labor

Office of the Assistant Secretary
for Administration and Management
Washington, D.C. 20210

SEP 30 2014

MEMORANDUM FOR ELLIOT P. LEWIS
Assistant Inspector General for Audit

FROM: EDWARD C. HUGLER
Deputy Assistant Secretary for Operations

SUBJECT: Management's Response to the Office of Inspector General Draft Report: Allegation of Wasteful Spending Related to Contract with Concepts, Draft Report No. 17-14-003-01-001

This memorandum responds to the above-referenced undated draft report. The stated primary objective of the audit was to determine if the Department properly awarded and administered task orders to Concepts for work related to the DOL Centennial.

At the outset, management acknowledges that any process can be improved and we will take appropriate corrective action to address the findings and recommendations outlined in the draft report. Management also acknowledges that the draft report incorporates a number of our earlier comments intended to improve accuracy. However, we think it is important to distinguish the audit findings in the report from incidents of procurement abuse, improperly awarded or improperly administered contracts—of which there is no evidence in this report.

As discussed previously, it is reasonable to anticipate that the readers of OIG audit reports often lack subject-matter expertise, including the complexities of government contracting. As such, to present a balanced report and not mislead those readers, all due diligence should be taken to present the information in a way that does not allow the uninitiated reader to get the impression of far greater risks or gravity than the facts actually warrant. Inasmuch as there is always room for improvement, we generally agree with the recommendations. However, there are several conclusions in the draft that we think are misleading and could leave the public with the impression that taxpayer dollars were misspent and/or that the contracting officer did not have the authority or the discretion to award and administer the contract as outlined in the report, when in fact there is no such evidence.

Limited Competition. Page 2 of the draft report states, "[a]lthough the use of an existing BPA is not prohibited by the FAR, OASAM's use of the ODEP BPA to fulfill OPA's requirements was not appropriate because of the restrictions placed on the experience of vendors who could be selected." Management disagrees with the report's conclusion that competition was inadequate.

Section 13.104 of the Federal Acquisition Regulation (FAR, Promoting competition) states that "the contracting officer must promote competition to the maximum extent "practicable" [*emphasis added*] to obtain supplies and services from the source whose offer is the most

advantageous to the Government, considering the administrative cost of the purchase." The FAR does not require competition to the maximum extent "possible" and without giving any consideration to the administrative cost of the purchase.

In addition, the primary purpose of competition is to ensure price reasonableness for the services being delivered. The fact that the previous ODEP BPA used by OPA had already been subjected to competition three times is sufficient evidence that the contractor's pricing was reasonable. First, the contractors that competed for the initial requirement were on GSA's Federal Supply Schedule; therefore, GSA had subjected the contractor's services to competition and found their pricing to be reasonable. Second, prior to awarding the original BPA for ODEP, the Department competed ODEP's requirement among the contractors on the GSA schedule and found their pricing to be reasonable. Third, the Department competed the OPA requirement among the two ODEP BPA contractors who had previously been awarded the BPAs and found their pricing to be reasonable. The audit report does not contain a finding that the contractor's pricing was unreasonable as there was no evidence to do so. Also, OPA confirms that it received the services needed to meet it requirements. Therefore, the statement on page 2 that "the Department was not able to ensure that it received the best value for what it was procuring or that it received what it paid for" is misleading.

Use of a Previously-Competed BPA Already In Use Reduces Administrative and Duplicative Costs. Pages 2 and 3 of the draft report focus on the need for greater competition of the OPA requirement. More specifically, on page 2 it states that "use of the ODEP BPA to fulfill OPA's requirements was not appropriate because of the restrictions placed on the experience of vendors who could be selected." However, FAR 13.303-1 states that the "blanket purchase agreement (BPA) is a simplified method of filling anticipated repetitive needs for supplies or services by establishing "charge accounts" with qualified sources of supply." As you know, the Office of Procurement Services contracts for services for all DOL agencies, with the exception of BLS, MSHA, and ETA.[1] The FAR policies encourage federal agencies to buy smarter, decrease duplication, and reduce administrative costs to taxpayers. Satisfying the needs of several agencies through the use of one acquisition instrument that has already been competed promotes those principles, notwithstanding that the ODEP contract included additional requirements unique to ODEP. The BPA that was established earlier for ODEP, and eventually used by OPA for the Centennial project, also supports this policy.

The Need for an Acquisition Plan. Page 3 of the draft report states "Federal Acquisition Regulation (FAR) 7.102 requires that agencies perform acquisition planning for all acquisitions in order to promote and provide for full and open competition (or to obtain competition to the maximum extent practicable)." However, the draft report leaves out a key phrase of that FAR provision. FAR 7.102 (a)(1) actually requires acquisition planning and market research but only "to the extent that commercial items suitable to meet the agency's needs are not available…." In accordance with the FAR 2.101, the services provided by Concepts are considered to be commercial items[2] and were already available on the previously-competed DOL

[1] The Office of Procurement Services only procures information technology goods and services for ETA.

[2] In accordance with Section 2.101 of the FAR, "commercial items" are any item or service, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and

contract for ODEP, notwithstanding that the ODEP contract included additional requirements unique to ODEP. Because the services were already available, further acquisition planning to acquire them was not required or necessary.

Use of the Performance-Based Acquisition Techniques. Page 5 of the draft report states that the FAR requires performance-based acquisitions to describe the required results expected and enable assessment of work performed against measurable performance standards to the maximum extent practicable." In addition, it states "that the Department's performance standards included in the statement of work used general terms such as "accuracy in draft content for documents" and "successful event coordination with other parties" but did not indicate more specific information such as the number of events to coordinate."

Management agrees that the OPA contract was not a performance-based acquisition. Notwithstanding the performance-related wording in the performance work statement, this requirement was never meant to be a performance-based acquisition for the following reasons—

- First, the purpose of a performance-based contract is to obtain better performance or lower costs or both. In other words, things should work better and cost less. If it will not achieve these results, the administrative cost of doing so is considered prohibitive. Moreover, the pricing for the services being received had already been reduced from the GSA schedule pricing at the time of award. Therefore, a further reduction in cost was not a reasonable expectation.
- Second, basic to the concept of performance-based contracting is to adopt contracting specifications and procedures permitting the contractor to devise the most efficient and effective way to perform the work. Inasmuch as the services were commercial[3] in nature and the process for delivering them were not susceptible to being made significantly more efficient, performance-based contracting was inappropriate. The Department knew what it wanted, when and how it wanted the services to be provided and the contractor complied.
- Federal guidance dictates that care should be taken not to overly complicate service contracting by requiring the measurement of subsidiary aspects of performance unless the measurement is essential to the agency mission. More requirements mean more measurement which, in turn, means more costs. The potential savings of performance-based contracting should not be consumed by increased contracting and administrative costs.

For these reasons, it would have been inappropriate to make this less than $120,000 (initially)[4] requirement a performance-based instrument. Performance-based contracting is useful under

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has been sold, leased, or licensed to the general public; or has been offered for sale, lease, or license to the general public. These are items or services that are readily available in the marketplace.

[3] See footnote 1.

[4] Although the initial contract award was made for less than $120,000, the program office contends that it was satisfied with the services received and that its need for the contractor's services increased above those initially anticipated. The draft audit report contains no evidence that the contractor's pricing was unreasonable or that the Department was overcharged.

certain conditions, especially where the requirements are complex and the potential for cost overruns is significant. That was not the case in this instance.

Responsibilities of the Contracting Officer and Contracting Officer's Representative are Separate and Distinct. Page 6 of the draft report states that the contractor's performance was not properly monitored and that it "occurred because the Contracting Officer did not ensure that OPA sufficiently monitored the contractor's work to determine if the work met the performance standards identified in the task orders." The FAR requires that the contracting officer delegate a contracting officer's representative (COR) from the program office (i.e., OPA) to monitor the contractor's performance once a contract is awarded. The COR is responsible for inspecting the goods and services delivered to ensure that they comply with the terms and conditions of the contract, and if so, approve invoices received from the contractor for payment. Once the contracting officer has delegated these responsibilities to the COR, the COR informs the contracting officer if there are any issues with the contractor's services regarding timeliness of delivery, quantity, quality, improper invoicing, etc. OPA's COR, who regularly consulted with the OPA agency head, was satisfied with the services delivered by the contractor and certified as such by the approval and payment of all invoices received from the contractor. Therefore, there was no need for the COR to notify the contracting officer of any performance issues and no need for the contracting officer to intervene or take corrective action regarding oversight. The Department received the required services in accordance with the contract's terms and conditions. Therefore, the allegation that the contracting officer did not ensure that OPA sufficiently monitored the contractor's work to determine if the work met the performance standards identified in the task orders is misleading.

Recommendations. Notwithstanding the above clarifications, management accepts the proposed recommendations.

As always, we appreciate the opportunity to provide input and look forward to the continued collaboration with your office. If you have any questions or comments please contact me at (202) 693-4040 or have your staff contact Al Stewart, Procurement Executive, at Stewart.Milton@dol.gov or (202) 693-4028.

cc: T. Michael Kerr, ASAM
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