



441 G St. N.W.
Washington, DC 20548

Accessible Version

May 12, 2017

The Honorable Chris Murphy
Ranking Member
Subcommittee on the Legislative Branch
Committee on Appropriations
United States Senate

The Honorable Brian Schatz
United States Senate

Architect of the Capitol's Oversight of the Senate Food Service Contract

The Architect of the Capitol (AOC) is responsible for the maintenance, operation, and preservation of the buildings and grounds of the U.S. Capitol complex, which consists of more than 17.4 million square feet of building space and covers 587 acres of ground. Among its many activities, the AOC awards and administers contracts to acquire the goods and services needed to operate the complex. For example, the AOC contracts with a vendor to operate various food service outlets within the Senate office buildings. In 2015, issues arose regarding possible incorrect job classifications and wages for workers employed by the Senate food service contractor, Restaurant Associates, LLC. You requested that we review the oversight actions of the AOC with respect to that contract. In response to your request, this letter addresses (1) the extent to which the AOC monitors the performance of its food service contractor in a manner consistent with its prescribed oversight process, (2) the factors AOC considered in deciding to exercise its option to extend the term of the contract, and (3) the steps taken by AOC following the discovery of the wage issue.

We reviewed AOC contracting policies and interviewed AOC officials regarding the procedures the agency uses to oversee its contractors. We assessed the AOC's oversight of the food service contract to determine whether the agency's efforts were consistent with the terms of the contract and AOC's contracting policies. We reviewed documentation and interviewed AOC contracting officials to discuss how they conduct oversight, how they assure compliance with the terms of the contract, the factors they considered prior to extending the contract, and the extent to which they took or considered remedial actions to address performance deficiencies. In addition, we met with representatives from Restaurant Associates to obtain information about the actions they took when the wage issues were identified. We also met with officials from the Department of Labor and reviewed relevant documents regarding its investigation of a wage complaint against Restaurant Associates.

We conducted this performance audit from December 2016 to May 2017 in accordance with generally accepted government auditing standards. Those 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.

Results in Brief

The AOC's oversight of the Senate food services contract with Restaurant Associates has been consistent with its established oversight policies and practices in the AOC contracting manual, which generally draws on certain practices and clauses prescribed for executive branch agencies in the Federal Acquisition Regulation.¹ AOC contract administration personnel conduct daily inspections on the quality of food service delivery. When issues arise, Restaurant Associates and AOC personnel discuss them at regular meetings. For issues that persist, the AOC will issue a letter of concern seeking more focused management attention and action to resolve the issue. Prior to December 2015, the AOC did not conduct oversight of the wages being paid by Restaurant Associates to its employees other than for former federal employees who transferred to the contractor. According to the Department of Labor (DOL), its Wage and Hour Division has enforcement responsibility for the wage and fringe benefit requirements of the Service Contract Act.

AOC officials told us that the contractor's generally satisfactory performance was the primary factor the AOC considered in deciding in December 2015 to exercise its option to extend the food services contract for an additional 7-year term. The AOC had not received significant complaints about the contractor's performance and the contractor had been responsive to any issues raised by the AOC. While the AOC's monitoring activities had led the agency to issue letters of concern related to, among other things, personnel and equipment issues, the agency had not found it necessary to take the more serious steps of issuing a cure notice or show cause letter.² The AOC, with input from the Senate Committee on Rules and Administration, determined that exercising the option to extend the existing contract with Restaurant Associates was the most advantageous way to satisfy the continuing need for a food services contractor.

The AOC considered various actions to address the wage issues that were identified after the AOC exercised the option to extend the term of the contract. After exercising the 7-year option, the AOC learned of allegations that the contractor may have failed to pay the correct wages to some workers because of inaccurate job classifications. Shortly thereafter, a formal complaint on behalf of the affected workers was filed with the DOL. The DOL found wage violations and the contractor agreed to pay all back wages owed. The DOL is continuing to oversee that commitment. There are various remedies available to AOC under certain circumstances. These remedies potentially include terminating the contract, withholding payments, or taking suspension or debarment action. While the AOC determined that none of these actions was warranted in this case given the ongoing review by the DOL and the contractor's corrective actions, the AOC has taken a number of steps to enhance its oversight of the contract, including adding a requirement that the contractor provide data on wages paid to its employees. Based

¹ As a legislative branch agency, the AOC is not subject to the requirements of the Federal Acquisition Regulation. However, the AOC generally follows the FAR to the extent practicable. Architect of the Capitol Memorandum 34-09-01, at 1.

² AOC's Contracting Manual provides that a cure notice informs the contractor that the government has identified a condition that is endangering contract performance. The cure notice specifies a time period (typically 10 days) for the contractor to remedy the condition. If the contractor does not correct the condition, the notice states that the contractor may face termination of its contract for default. A show cause notice is a notice issued by the AOC that the AOC intends to terminate for default unless the contractor shows cause why the contract should not be terminated. Show cause notices are generally used if there is insufficient time remaining in the delivery schedule to allow a cure period. Order of the Architect of the Capitol 34-1, Contracting Manual, at 13.2.3.

on our review, AOC's response to the wage payment issue was consistent with its rights and responsibilities under the contract and other applicable authorities. We are not making any recommendations in this report.

Background

In September 2008, the AOC awarded a contract to Restaurant Associates, LLC for food service within the Senate Complex.³ The contract requires Restaurant Associates to operate and maintain a number of cafeterias, full-service restaurants, snack bars, and vending machines throughout the complex. The contract is structured so that Restaurant Associates pays the government a pre-established percentage of the gross receipts. Restaurant Associates is also required to provide catering services for Senate and Member receptions and other events. The initial term was for 7 years, and the contract included two 7-year options.⁴ The AOC exercised the first 7-year extension option on December 10, 2015.

Prior to 2008, food services at the U.S. Senate were mostly provided by federal employees. When the contract was awarded, the food service workers were given the option to work as employees of the contractor or to accept a buyout. At that time, 46 federal employees agreed to the transfer and to continue to receive certain federal benefits as contractor employees.⁵ Currently, there remain 31 transferred employees out of 135 total employees working for the Senate food services contractor. Under the terms of the contract, Restaurant Associates is required to pay all covered employees at least the minimum wage rates and benefits established by the DOL under the Service Contract Act (SCA).⁶

The AOC is responsible for the operation of the Senate restaurants under rules and regulations it prescribes, but subject to the approval of the Senate Committee on Rules and Administration (Senate Rules Committee), as to matters of general policy.⁷

In April 2016, we issued a report that assessed the contracting function at the AOC.⁸ We noted in that report that, as an agency in the legislative branch, the AOC is not required to follow all

³ Restaurant Associates, LLC is a wholly owned subsidiary of Compass Group USA, Inc.

⁴ Section 6707(d) of the Service Contract Act provides, in part, that "... notwithstanding any other law, a contract to which this chapter applies may, if authorized by the Secretary [of Labor], be for any term of years not exceeding 5..." AOC's Office of the General Counsel did not identify express authority for a 7-year contract term but stated the AOC exercises broad authority under 2 U.S.C. § 2042 to accommodate the Senate's needs with the food service contract. Section 2042 permits the AOC to operate the Senate restaurants "by such business methods as may produce the best results consistent with economical and modern management, subject to the approval of the Senate Committee on Rules and Administration as to matters of general policy." According to the AOC, the contracting officer determined that a longer period of performance was necessary to justify higher contractor capital investments in the facilities and to allow the contractor to amortize its costs.

⁵ Pub. L. 110-279, 122 Stat. 2604 (July 17, 2008) provides for the continuation of certain federal benefits for Senate Restaurant employees after the privatization of the Senate food services including continuity of pay, existing leave balances, and transit subsidies.

⁶ The SCA requires contractors and subcontractors performing certain services on contracts in excess of \$2,500 to, among other things, pay service employees in various classes no less than the wage rates and fringe benefits established by the Secretary of Labor to be prevailing in the locality where the contracted work is performed, or the rates (including prospective increases) contained in an applicable collective bargaining agreement. 41 U.S.C. §§ 6701-6707.

⁷ See generally 2 U.S.C. §§ 2042-2052.

⁸ GAO, Architect of the Capitol: Contracting Function Generally Follows Key Practices, but Certain Improvements Are Needed, [GAO-16-348](#) (Washington, D.C.: April 7, 2016).

the laws and regulations that apply exclusively to executive branch agencies, such as the Federal Acquisition Regulation (FAR). Nevertheless, the agency has developed a contracting manual that draws on the FAR and covers topics central to the AOC’s day-to-day contracting functions, such as acquisition planning, market research, and competition. The FAR reflects practices widely used throughout the executive branch of the federal government. Our April 2016 report found that the AOC generally followed key acquisition practices. We recommended, however, that, among other things, the AOC establish a suspension and debarment process in order to ensure that the AOC only does business with responsible contractors. The agency agreed with our recommendation and has implemented suspension and debarment policies and procedures.

AOC’s Monitoring of the Food Service Contractor Has Been Consistent with Its General Contract Oversight Policies and Practices

The steps AOC has taken to monitor the performance of Restaurant Associates are consistent with its customary and prescribed contract oversight processes, which we identified in our previous GAO work.⁹ Our review of AOC documents showed that oversight tools used by AOC officials to monitor Restaurant Associates include onsite agency representatives (known as contracting officer’s technical representatives, or COTRs), inspection reports, and progress meetings, as described in Table 1.

Table 1: Architect of the Capitol Oversight Tools for the Senate Food Services Contract

Approach	Description
<i>Onsite Representatives</i>	Architect of the Capitol (AOC) program manager and contracting officer’s technical representatives (COTRs) observe the services provided by Restaurant Associates on a daily basis to ensure that services provided conform to contract requirements.
<i>Inspection Reports</i>	The program manager and COTRs conduct regular inspections of food service delivery and operations. For example, COTRs conduct daily inspections of all service locations and submit results to the contractor for correction or concurrence. In addition, COTRs conduct separate quality assurance and control reviews of the food service operations. After three poor ratings, the COTRs elevate the issue to the contracting officer (CO) to consider issuing a letter of concern.
<i>Progress Meetings</i>	The AOC program manager, CO, and COTRs meet biweekly with Restaurant Associates, AOC management and staff from the Senate Rules Committee to discuss the contract and matters relating to Senate food service operations and venues. Additionally, Restaurant Associates conducts quarterly business meetings with the Senate Rules Committee, AOC management, and the CO and COTRs to present an overview of the prior quarter activities including staff training, employee engagement, and financial and marketing reports.

Source: GAO presentation of AOC oversight | GAO-17-481R

These oversight tools can help the AOC identify issues such as delays in delivery or performance, which could include instances of poor food service delivery, or timeliness problems, among other things. Prior to December 2015, AOC officials said the agency did not monitor whether Restaurant Associates was paying all contract employees the wages required

⁹ [GAO-16-348](#).

under the contract and federal law because AOC's view was that under the SCA, the AOC does not have the responsibility to monitor contractor employee wage information. However, the AOC did monitor the wages being paid by Restaurant Associates to those employees who transferred to Restaurant Associates as part of the 2008 food service privatization and continued to receive certain benefits. According to the Department of Labor (DOL), its Wage and Hour Division has enforcement responsibility for the wage and fringe benefit requirements of the SCA. AOC's monitoring approaches are generally applicable to all the agency's projects and are consistent with the guidance provided in the AOC Contracting Manual, which adopts certain characteristics and clauses of the FAR.

When the AOC identifies contractor performance problems using these tools, the agency has a variety of means at its disposal to help address performance issues. These include providing written notice to the contractor highlighting the problem and seeking action to address the performance issue. Since awarding the base contract in 2008, the AOC's monitoring activities led the agency to issue seven letters of concern related to issues such as the use of Senate-furnished equipment on another contract and disruptive behavior displayed by a Restaurant Associates employee. However, the AOC said that because the contractor acted to resolve the issues, the AOC has never taken more serious actions, such as issuing cure notices or show cause letters to Restaurant Associates for its performance on the contract.

The AOC Considered the Contractor's Generally Satisfactory Performance When Deciding to Extend the Term of the Food Service Contract

Two years before the initial 7-year contract term was scheduled to expire in December 2015, AOC officials said that they began consultations with the Senate Rules Committee on whether or not to renew the food services contract with Restaurant Associates. AOC officials said they initiated these consultations so far in advance due to the contract's complexity and to permit enough time to prepare a new solicitation and to re-compete the contract, if necessary. One possible change the AOC considered was adding a Russell Senate Office Building food outlet to the food service contract, which would change the scope of the services outlined in the contract. AOC officials said that this change to the scope of the original contract would require a new solicitation and a re-compete. Ultimately, no major changes were made to the base contract.

The AOC Contracting Manual provides that the contracting officer may exercise an option after determining that certain pre-conditions are met, such as that the requirement covered by the option fulfills an existing government need; and exercising the option is the most advantageous method to fulfill the government's need.¹⁰ Once the AOC determined there was a continuing need for the existing food services, AOC officials said they considered Restaurant Associates' past performance and found that it was generally satisfactory.¹¹ According to AOC officials, the AOC had not received any significant complaints about the contractor's performance. The AOC had issued seven letters of concern to Restaurant Associates since awarding the base contract and an AOC official confirmed that the contractor had always been responsive. For example, Restaurant Associates addressed the issues on the use of Senate-furnished equipment and the behavior of one of its employees. The AOC never had to issue a show cause notice or cure notice, two tools listed in AOC's Contracting Manual that are generally reserved for serious performance issues or those not resolved in response to a letter of concern. AOC officials said

¹⁰ For a complete list of pre-conditions, see Order of the Architect of the Capitol 34-1, Contracting Manual, at 13.1.9.

¹¹ Prior to December 2015, the AOC did not conduct oversight of the wages being paid by its contractor, and was not required to do so. The AOC conducted oversight of the wages paid to the former federal employees that transferred to Restaurant Associates as part of the food service privatization.

that exercising its option to extend the existing contract with Restaurant Associates was the most advantageous way to satisfy the continuing need for a food service contractor.

The AOC provided the contractor with notice of its intent to exercise the first option period on April 28, 2015, which was within the time period specified in the contract. According to an AOC official, since the percentage of gross receipts to be paid to the government by the contractor during the option period was not previously agreed to, the AOC entered into negotiations with the contractor about the percentages, recurring annual services, and other in-scope changes prior to exercising the option. Pursuant to direction from the Senate Rules Committee, the AOC extended the initial term of the contract for one week in order to finalize the award documentation for the first option period. AOC awarded the first 7-year option to Restaurant Associates on December 10, 2015, for the period of performance from December 14, 2015 to December 6, 2022.

The AOC Took or Considered Various Actions to Address the Wage Issue and Has Enhanced Oversight

The AOC took various actions to address the wage issue once it was identified. In exercising the 7-year option, the AOC had negotiated new minimum wage rates. As a result, Restaurant Associates' employees were required to sign a form acknowledging their job classifications and new pay rates. According to AOC officials, when some Restaurant Associates employees became aware of the new wage rates to be paid for their classifications, they informed the Senate Rules Committee that they believed their jobs had been misclassified and that they were not receiving the correct wages. After learning about possible misclassifications, the AOC met with the contractor and initiated a process to investigate those complaints, primarily by conducting interviews with the contractor's employees. Shortly thereafter, a complaint was filed on behalf of certain Restaurant Associates employees with the DOL by an advocacy group that focuses on the welfare of low-wage federal contract workers. DOL commenced a formal investigation in January 2016.¹²

AOC and DOL Investigated Wage Complaints

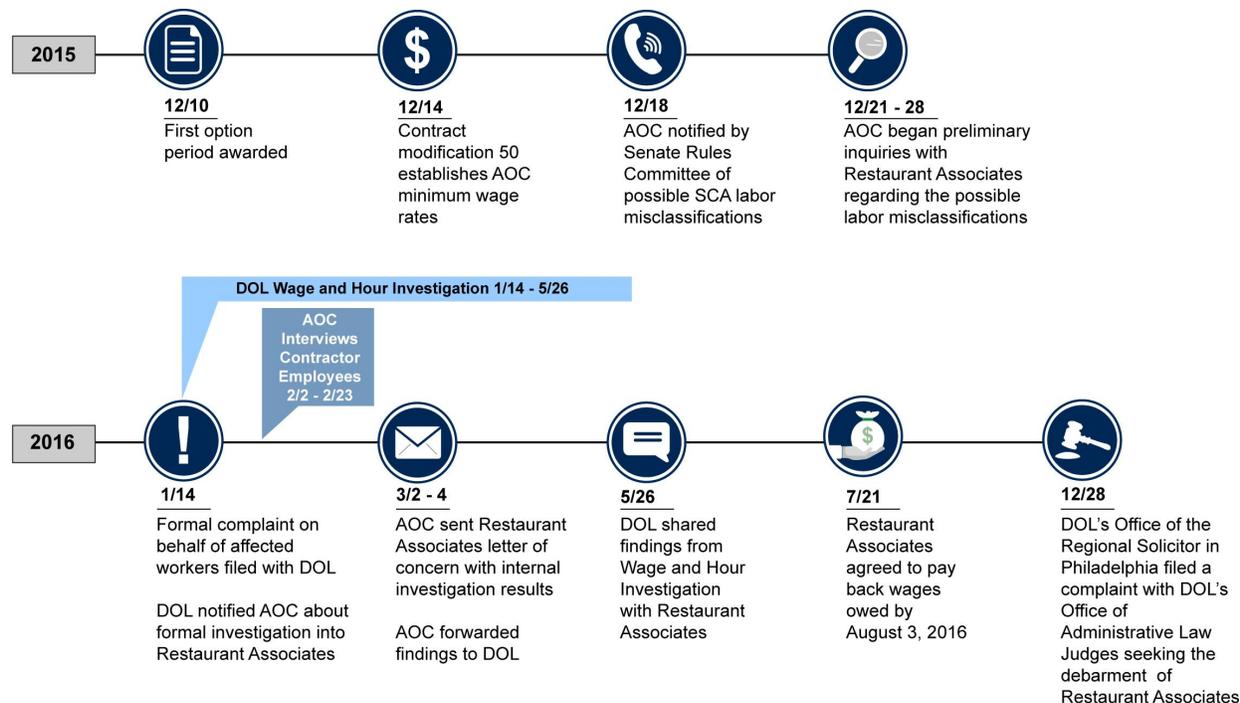
When informed of the wage issue by the Senate Rules Committee staff on December 18, 2015, AOC began a preliminary inquiry with Restaurant Associates into the labor concerns, and in February 2016 conducted an investigation to evaluate the contractor's compliance with the minimum wage requirements. As shown in Figure 1, AOC became aware of the wage issue after awarding the 7-year option to extend the contract. The AOC interviewed all current contractor employees, with the exception of those on long-term leave, and reviewed their associated wage classification documentation. Of the 86 current employees interviewed, the AOC identified potential classification concerns for 48 employees, 27 of which would involve a potential impact on employee wages. On March 2, 2016, the AOC issued a letter of concern to the contractor and asked it to correctly classify those 48 employees or to explain the existing classification. AOC officials met with senior management and key personnel from the contractor to follow up on the results of the investigation.

The AOC provided the DOL investigators with a copy of the data and analyses from AOC's investigation. DOL's investigation of the contractor's operations found that the contractor had

¹² In addition to the SCA investigation, the DOL also conducted a concurrent Fair Labor Standards Act and Contract Work Hours and Safety Standards Act investigation.

violated the Service Contract Act and owed 674 current and former contract employees over \$1 million in back wages.

Figure 1: Actions Taken by the AOC, Restaurant Associates and the Department Of Labor Once Wage Issues for the Senate Food Service Contract Were Identified



AOC Architect of the Capitol
SCA Service Contract Act
DOL Department of Labor

Source: GAO analysis of AOC timeline of events. | GAO-17-481R

As a result of its internal investigation, AOC established additional reporting requirements to oversee Restaurant Associates' performance for the duration of the current option period. Additionally, AOC will continue to verify wage classifications and payroll data throughout the option performance period (December 14, 2015 to December 6, 2022) consistent with its reporting authority outlined in contract modification number 50.¹³ Should AOC identify any issues of concern with regards to SCA wages, it will elevate the issues to DOL, consistent with the AOC Contracting Manual.

Ultimately, DOL concluded that Restaurant Associates failed to pay at least the minimum prevailing wages and required fringe benefits to certain employees as was required under the SCA. Restaurant Associates and its subcontractor agreed to pay all back wages and fringe benefits owed to current and former employees.¹⁴ DOL officials informed us in February 2017 that the contractor has paid all of what it agreed to pay. However, Restaurant Associates could not locate 183 former employees. According to DOL, its Wage and Hour Division requested the

¹³ Modification number 50, effective December 14, 2015, provided the AOC with the ability to monitor contractor compliance with the new wage minimum rates.

¹⁴ DOL also conducted an investigation of Personnel Plus, a subcontractor of Restaurant Associates.

outstanding \$29,000 due to the employees that Restaurant Associates could not locate, since the Wage and Hour Division has its own process to locate these former employees. If unsuccessful, DOL will deposit any remaining funds into the U.S. Treasury.

In December 2016, DOL notified Restaurant Associates that it is pursuing debarment against the firm under the SCA, which provides for a 3-year, governmentwide debarment when DOL has found a contractor has violated the SCA, unless DOL recommends otherwise because of unusual circumstances.¹⁵ DOL officials informed us that they are in the early stages of the debarment proceedings.

AOC Deferred Pursuing Remedies during Ongoing DOL Review

There are various remedies available to AOC under certain circumstances. These include:

- **Contract termination:** The contract incorporated by reference the clauses from the FAR that would allow AOC to terminate the contract for the convenience of the agency or for a default by the contractor.
- **Withholding payments:** The SCA clause incorporated by reference in the contract allows an agency to withhold payments otherwise due to the contractor for amounts that may be necessary to pay underpaid employees.
- **Suspension or Debarment:** The AOC recently instituted a process that allows it to suspend or debar individuals or firms for certain actions or violations of the law.¹⁶ The agency can temporarily suspend these entities from receiving new contracts or debar them for a fixed period.

Officials at AOC informed us that in their view none of these approaches would have been an appropriate response to the circumstances they faced. A termination for convenience would require the AOC to compensate Restaurant Associates for costs incurred and would leave the agency in need of finding a replacement contractor because there is a need for continued services to operate the Senate restaurants. According to AOC officials, a termination for default might not survive a legal challenge by Restaurant Associates because the deficiencies identified have been mostly addressed. Restaurant Associates has paid the back wages and fringe benefits owed to most former and current employees and agreed to provide monthly wage and classification data to the AOC so the agency can ensure compliance.¹⁷ Prior to the wage and classification issue, AOC officials explained that the contractor's performance had been satisfactory. As such, the AOC officials said that the agency did not have enough evidence to support a termination for default based on performance. Finally, an AOC official said the agency was concerned that either type of contract termination could adversely impact the contractor's employees. For the various reasons cited by the AOC, we agree that terminating the contract was not a viable option.

¹⁵ 41 U.S.C. § 6707

¹⁶ AOC stated that its suspension and debarment program generally provides those remedies for the same causes identified in FAR subpart 9.4. Under AOC's program, violations of the Service Contract Act are not explicitly cited as cause for debarment.

¹⁷ Restaurant Associates, LLC and its subcontractor, Personnel Plus, agreed to pay over \$1 million in back wages to 674 employees as computed by the DOL investigators.

AOC officials said that withholding of payments due to the contractor as allowed under the contract would have been a problem for two reasons. First, a withholding would be possible only after the DOL had determined the amount of back wages actually owed. Second, the Senate food service contract is a commission contract and is structured so that the contractor pays the government a pre-established percentage of its gross receipts. Thus, AOC said that few funds, if any, could actually be withheld.

And finally, debarment is a remedy already being pursued by the DOL under the authority provided by the SCA. Under the SCA, the Secretary of Labor—not the contracting agency—has the authority to initiate a debarment action against contractors for SCA violations. Thus, the AOC officials informed us that it will not separately seek debarment against Restaurant Associates. According to DOL, if it debar Restaurant Associates under the SCA, the contractor will be ineligible to receive new Federal contracts during the 3-year debarment period. However, Restaurant Associates will continue to perform on its current contracts, including providing food services for the Senate complex.

AOC Augmented Its Oversight Capabilities Under the Contract

We found that AOC took additional oversight actions since it exercised its option to extend the term of the contract in 2015. For example, the AOC reorganized its contract administration personnel to enhance its oversight of the contract. Additionally, the AOC established enhanced metrics and reporting protocols to ensure the contractor's compliance with contract terms. If effectively implemented, these actions should help to improve the AOC's oversight of the contract.

AOC Reorganized Personnel to Enhance Oversight

In September 2016, the AOC reorganized its contract administration personnel to enhance its oversight of the contract. According to AOC officials, they moved the contract administration personnel to better align the management of the food service contract with the facility operations and customer service responsibilities of the Senate Superintendent's Office.¹⁸ In addition, the AOC added key staff to enhance its oversight of the Senate food service contract. Specifically, the AOC put a new team in place to establish reporting protocols for the contract. This new team consists of two COTRs and the program manager, which AOC identified as a supervisory COTR. The supervisory COTR is responsible for helping to prioritize manpower and resources and ensuring that the Senate Superintendent is aware of operational and administrative contract matters. Adding the supervisory COTR position, according to the AOC officials, allows the two operational COTRs to focus on completing their technical and administrative duties for daily contract oversight. In addition, Restaurant Associates also reorganized its management team.

¹⁸ This office is responsible for, among other things, the maintenance and operations of the facilities that comprise the U.S. Senate complex.

AOC Established Enhanced Metrics

AOC established enhanced metrics and reporting protocols in December 2016 to ensure the contractor’s compliance with minimum wage rates for the employees going forward and to evaluate the contractor’s commitment to improve relations with its employees. Restaurant Associates is required to submit various reporting data as outlined in Table 2 on a recurring basis for the remainder of the option performance period.

Table 2: Architect of the Capitol’s Enhanced Metrics and Reporting Protocols Implemented

Required Data	Description
<i>Payroll</i>	The Architect of the Capitol (AOC) has set a goal of 100 percent compliance with Service Contract Act (SCA) pay and benefits, and AOC-specific minimum wage rates. AOC is now reviewing contractor payroll data on a regular basis and will immediately report any irregularities or issues to the Department of Labor.
<i>Temporary Employee Utilization</i>	AOC tracks the number of temporary contract employees used each day of the month, reported separately for retail and catering functions, to ensure temporary employees are not excessively used in lieu of permanent personnel. The AOC reserves the right to verify reported daily totals against the daily sign-in sheets and/or payroll records.
<i>Human Resources Contacts</i>	AOC has a goal of ensuring continuous availability of human resource staff for contractor employees who raise any concerns regarding their position, classification or pay, among other things. The contractor provides data to AOC on the number of human resources-related and SCA-related phone calls made by employees on the food service contract.

Source: GAO presentation of AOC’s Enhanced Metrics | GAO-17-481R

AOC officials said that the program manager and COTRs are responsible for reviewing any data received and compiling data into a monthly report that is briefed to AOC senior management and staff from the Senate Rules Committee. The December 2016 and 2017 monthly reports to senior management that we reviewed included an assessment of wage compliance by the contractor, staff utilization, government commissions earned, and quality assurance. For example, in the December 2016 report, the AOC found no wage violations and only two minor discrepancies when they conducted quality assurance checks. According to AOC officials, the contractor’s submissions of these additional reports will assist the AOC by ensuring compliance with minimum wage rates and the contractor’s commitment to improve relations with its employees. Based on our review, AOC’s response to the wage payment issue was consistent with its rights and responsibilities under the contract and other applicable authorities.

Agency Comments

We provided a draft of this report to the AOC for review. AOC provided written comments, which are reproduced in enclosure I. The AOC also provided technical comments, which were incorporated as appropriate.

We are sending copies of this report to appropriate congressional committees and to the Architect of the Capitol. In addition, the report is available at no charge on the GAO website at <http://www.gao.gov>.

If you or your staff have any questions about this report, please contact me at (202) 512-4841 or woodsw@gao.gov. Contact points for our Offices of Congressional Relations and Public Affairs may be found on the last page of this report. GAO staff who made key contributions to this report were Candice Wright (Assistant Director); Alexandra D. Gebhard; Michael P. Grogan; Stephanie Gustafson; Jose A. Ramos; and Robin M. Wilson.

A handwritten signature in black ink that reads "William T. Woods". The signature is written in a cursive, flowing style.

William T. Woods
Director, Acquisition and Sourcing Management

Enclosure

Enclosure I: Comments from the Architect of the Capitol



Architect of the Capitol
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April 27, 2017

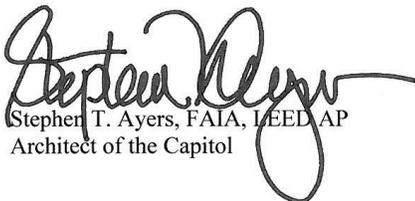
Mr. William T. Woods
Director, Acquisition and Sourcing Management
U.S. Government Accountability Office
Washington, DC 20548

Dear Mr. Woods:

I am writing in response to your April 13, 2017, request for our review of the Government Accountability Office's (GAO) proposed report titled "Architect of the Capitol's Oversight of the Senate Food Service Contract (GAO-17-481R)." Thank you for your diligence and professionalism in conducting this review.

We have separately provided minor, technical comments directly to your staff. We look forward to receiving the final report.

Sincerely,



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

Doc. No. 170414-01-01

Text of Agency Comments

April 27, 2017

Mr. William T. Woods

Director, Acquisition and Sourcing Management

U.S. Government Accountability
Office Washington, DC 20548

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Architect of the Capitol

(101299)