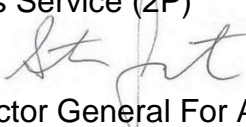




**Office of Audits
Office of Inspector General
U.S. General Services Administration**

DATE: December 30, 2014

TO: Joanna Rosato
Acting Regional Commissioner
Northeast And Caribbean Region
Public Buildings Service (2P)

FROM: Steven Jurysta 
Regional Inspector General For Auditing
Northeast And Caribbean Region Audit Office (JA-2)

SUBJECT: Award and Administration Issues on Task Order
GS-P-02-10-PC-5026 for Construction Management Services on the
Recovery Act Project at the Joseph P. Addabbo Federal Office
Building
Audit Memorandum Number A090184-82

As part of our oversight of GSA's American Reinvestment and Recovery Act of 2009 (Recovery Act) projects,¹ we identified areas of concern that we would like to bring to your attention. Specifically:

- (1) The contract may have been improperly modified;
- (2) GSA did not enforce the experience requirement for the Project Engineer;
- (3) The Independent Government Estimate lacked integrity; and
- (4) The contractor potentially overbilled GSA for the services of its Project Engineer.

On March 30, 2010, GSA awarded Task Order GS-P-02-10-PC-5026 to Banc3, Inc. (Banc3) for Construction Management (CM) services on the "Building Systems Upgrade

¹ The Recovery Act provided GSA with \$5.5 billion for the Federal Buildings Fund. In accordance with the Recovery Act, the GSA Public Buildings Service issued funds to convert federal buildings into High-Performance Green Buildings, as well as to construct federal buildings, courthouses, and land ports of entry. The Recovery Act mandated that \$5 billion of the funds must be obligated by September 30, 2010, and that the remaining funds by September 30, 2011. The GSA Office of Inspector General is conducting oversight of the projects funded by the Recovery Act. One objective of this oversight is to determine if PBS is awarding and administering contracts for limited scope and small construction and modernization projects in accordance with prescribed criteria in the Recovery Act.

and Photo Voltaic Roof Installation” at the Joseph P. Addabbo Federal Office Building (Addabbo FOB) in Jamaica, New York. GSA awarded the \$155,777 firm-fixed price task order against Banc3’s Multiple Award Indefinite Quantity Contract Number GS-02P-07-DTD-0004. On March 31, 2010, GSA issued Modification PC01 to add CM services for two additional projects (Alfonse M. D’Amato U.S. Courthouse and Federal Building and Theodore Roosevelt U.S. Courthouse and Federal Building) to Banc3’s task order.² This modification increased the task order amount to \$467,330.

CM contract may have been improperly modified

GSA modified Banc3’s CM contract to incorporate work that may have already been included in Banc3’s scope of work.

GSA issued Modification PC02 on September 23, 2010, for \$144,774 of additional CM services related to the installation of the photovoltaic roof system at the Addabbo FOB. According to GSA, the reason for the modification was that the original task order mistakenly excluded the photovoltaic roof work. In the justification for the additional work, the contracting officer’s representative (COR)³ states: “CQM services for the re-roof/Photovoltaic installation project were accidentally overlooked in the scope of work for CQM services for the Addabbo ARRA project.”⁴

However, our review of available documentation found the assertion that the awarded task order excluded photovoltaic roof work is questionable. As discussed below, we found that the photovoltaic roof installation was identified as part of the project in documentation prior to and at the time the original task order was awarded, the original task order required the project engineer to have experience with solar panel systems, and GSA lost a bidder due to the solar panel experience requirement.

- ***Photovoltaic roof installation was repeatedly listed as part of the project title and/or project description.*** The photovoltaic roof installation was listed as part of the project title on many preaward documents. For example:
 - The FedBizOpps posting read as follows:

Construction Management Support for: Mechanical and Electrical System Revisions, 2) -Building Systems Upgrades and 3) -Photo Voltaic Roof Installation... for the namely locations of: 1) - Theodore Roosevelt US Courthouse and Federal Building, 2)- Alfonse M. D'Amato and the US

² Although the D’Amato and Roosevelt projects were added to the task order by modification, the bidders bid for all three projects together. So, the modified task order amount of \$467,330 reflects the full evaluated bid of the winning bidder, Banc3.

³ It is important to note that the COR that was involved with modification PC02 was not the same COR that was involved with the task order’s original issuance.

⁴ The abbreviations CQM and ARRA, as used by the COR, refer to Construction Quality Manager (which is synonymous with Construction Manager) and the American Reinvestment and Recovery Act.

Courthouse and Federal Building and the 3)- Joseph P. Addabbo Federal Building.

Actually, of the three listed projects, only the Addabbo FOB was scheduled for a photovoltaic roof.⁵ Although the listing does not directly link the photovoltaic roof to the Addabbo FOB, its mere mention serves to alert interested parties that this work is contemplated.

- The Request for Proposals (RFP) letter that was sent to all bidders read as follows:

The General Services Administration would like to offer your firm... the opportunity to provide a Technical and Price Proposal for Construction Management Services for ARRA Mechanical and Electrical System Revisions, 2) -Building Systems Upgrades and 3) -Photo Voltaic Roof Installation, for the following locations: 1)- Alfonso M. D'Amato US Courthouse and Federal Building, 170 Federal Plaza, Central Islip, NY, 2) - Joseph P. Addabbo Federal Building, One Jamaica Center Plaza, Jamaica, NY, and the 3)- Theodore Roosevelt US Courthouse and Federal Building 225 Cadman Plaza South, Brooklyn, NY.

Once again, although the letter does not directly link the photovoltaic roof to the Addabbo FOB, its mere mention serves to alert the solicited party that this work is contemplated.

- The Scope of Work that accompanied the RFP letter was outlined as follows:⁶

1.1 Project Identification

- Project Title: ARRA: Mechanical and Electrical System Revisions and Photo Voltaic Roof Installation
- Location: Joseph P. Addabbo Federal Building, Jamaica, NY

While the Scope of Work provided generic CM guidance for design, review, and construction phase services, the particulars of the underlying construction project were not discussed. However, the document clearly associates a photovoltaic roof installation with the Addabbo FOB.

- The photovoltaic roof installation was also referred to when describing the project on various award documents. For example,

⁵ In preparing for the FedBizOpps posting, the contracting officer asked the COR to provide project titles for each location. In response, the COR provided the following title: *Mechanical and Electrical System Revisions and Photo Voltaic/Roof Installation*, even after indicating that the photovoltaic roof should only be included for the Addabbo FOB.

⁶ The RFP letter actually refers to this document as the "Specification." However, we refer to this document as the Scope of Work because it is entitled "Scope of Work for Construction Management Services."

The March 30, 2010, award letter sent to Banc3 included the following:

The General Services Administration hereby accepts Banc 3, Inc., Proposal dated March 24, 2009, (sic) for Contract Number: GS-02P-07-DTD-0004, for Construction Management Services for: 1)- Building Systems Upgrade and 2) -Photo Voltaic Roof Installation, location: Joseph P. Addabbo Federal Building One Jamaica Center Plaza, Jamaica, NY, for the award amount: \$155,776.68.

- The awarded task order (GS-P-02-10-PC-5026) included the following description of the services ordered:

The Contractor Banc3, Inc. Consulting Engineers,...shall supply all labor materials, supplies, supervision, equipment and management to plan, schedule, and coordinate for the ARRA Construction Management Services Building Systems Upgrades and Photo Voltaic project for the Social Security Administration, Federal Building, located at One Jamaica Center Plaza, Jamaica, NY 11432.

So there were multiple documents, both before and after the award of this task order, that show the photovoltaic roof work was included in the task order.

- ***Experience with solar panel systems was a prerequisite for the Project Engineer.*** GSA required that the Project Engineer/Inspector assigned to this project must have experience with installing and repairing solar panel systems. This requirement was incorporated in the preaward documents provided to all bidders and was explicitly addressed by GSA in response to an inquiry by a potential bidder.

Specifically, the RFP letter provided the following technical evaluation factors for the position of Project Engineer/Inspector:

The project engineer/inspector shall have at least 7 years experience working on similar construction projects. The project engineer must have experience with installing and repairing mechanical, electrical and solar panel systems. This project engineer shall be onsite full time...

The Scope of Work included identical language. Bidders were required to submit resumes to support the required qualifications.

Additionally, GSA issued Addendum #3 to the RFP on March 15, 2010, to provide a list of questions and answers to prospective bidders. This document included the following clarification, based on a question submitted by one prospective bidder:

2. The Project Engineer/Inspector (PE) is required to have installation experience in mechanical, electrical and solar. Will the evaluation factor # 1, Personnel Qualifications, be unacceptable if the PE does not have solar experience, but has mechanical and electrical?

GSA response: It is a requirement that the Project Engineer/Inspector must have experience with installing and repairing mechanical, electrical and solar panel systems. If the CM does not meet this requirement then the technical proposal is considered unacceptable.

GSA made it clear to the bidders that it required experience with solar panel systems. So it is difficult to conclude that photovoltaic roof work was overlooked in the project scope.

- ***GSA lost a bidder because of the solar experience requirement.*** One of the three firms solicited for this project did not submit a bid because of its inability to find inspectors that met the solar requirement.

GSA solicited three firms to bid on the three CM projects that were being procured together. One of these firms, McDonough, Boyland, and Peck (MBP), submitted the questions detailed above that addressed the need for the Project Engineer/Inspector to have solar experience. MBP also wondered whether it could bid on just one project; GSA responded that it was required to bid on all three projects.

Apparently, MBP interpreted GSA's responses to mean that, in order to be qualified to bid, it needed to find three Project Engineer/Inspectors with solar experience. MBP informed GSA that it would not be bidding because "we could not find 3 full time inspectors that met the required qualifications, particularly the solar requirement."

Actually, the Addabbo FOB project was the only one of the three that contemplated a solar roof, so MBP misunderstood the requirements. However, the project file does not document any attempt by GSA to clarify this misunderstanding.

Management Comments and Audit Response: In her September 9, 2014, comments to our draft memorandum, the Regional Commissioner asserted that the photovoltaic roof work had been purposefully removed from the CM's scope of work because it had been assigned to another service center. According to the response:

We have confirmed that, due to workload issues at this time, GSA assigned the photovoltaic portion of the project to the New Jersey Service Center ("NJSC"), separate from the mechanical and electrical work. This included both the construction and CM effort.

The Regional Commissioner also cites an e-mail from Banc3 that confirmed "its understanding that Photo Voltaic work was not included in the SOW." Finally, the response concludes that:

GSA does not dispute that once it decided to perform the Photo Voltaic work as a separate project run by NJSC, it should have removed any reference to "Photovoltaic Roof Replacement" from the title and all subsequent

documents, as well as formally removing reference to such work via amendment from the mechanical and electrical SOW.

We contend that the project file does not support the assertion that the photovoltaic roof work was removed from the CM contract's scope of work as part of a workload strategy. Rather, the project file leads one to conclude that GSA intended to include the photovoltaic work in the scope of the original task order.

First, we found no documentation indicating that the project was being transferred. Instead, the documentation shows it was included in this project. For example, in preparing for the FedBizOpps posting, the contracting officer asked the COR whether she should still include the photovoltaic roof in the title for any of the three locations. The COR responded "Only for Addabbo. The title should read: *Mechanical and Electrical System Revisions and Photo Voltaic/Roof Installation.*" This exchange took place on March 2, 2010, less than a month before the task order was awarded.

Second, the e-mail from Banc3 cited by the Regional Commissioner appears to be in response to a GSA request to monitor the solar project, not to confirm an understanding that had been reached by both parties. It appears that Banc3's assertion that its original task order did not cover the solar project was the impetus to modify Banc3's task order.

Third, as cited above, the COR who issued the contract modification (who is assigned to the New Jersey Service Center) and justified the need for the award did not indicate that the photo voltaic work was left out of the task order based on workload issues. Instead he stated that "CQM services for the re-roof/Photovoltaic installation project were accidentally overlooked in the scope of work for CQM services for the Addabbo ARRA project."

Finally, the Regional Commissioner conceded that the RFP required that the Project Engineer have experience with solar panel systems and GSA lost a bidder because of the solar experience requirement, which "the project team should have been more diligent in clarifying."

GSA did not enforce the education and experience requirements for the Project Engineer/ Inspector

Banc3's Project Engineer/Inspector did not meet the experience or educational requirement set forth in the solicitation, despite the emphasis placed on these requirements by GSA during the bidding process. By not enforcing these requirements, GSA gave Banc3 an unfair advantage and did not receive the expertise that it paid for.

As detailed above, GSA required that the Project Engineer/Inspector assigned to this project have experience with installing and repairing solar panel systems. GSA made it clear to all potential bidders that a failure to meet this requirement would render a bid unacceptable. In addition, GSA clarified the Project Engineer/Inspector's educational requirement in response to a question as follows:

7. In the Project Engineer/Inspector requirement description, will a B.S. in Building Science or Construction Management be considered as satisfying the education requirement?

GSA response: GSA can accept a project engineer with a B.S. in Building Science or Construction Management but may use additional engineers for some of the tasks required; the additional engineers must have a B.S. Degree in Engineering.

In Banc3's technical proposal, the proposed Project Engineer/Inspector had prior experience on at least one solar project, although his Bachelor's Degree was in architecture. However, when the construction phase began, Banc3 assigned a different onsite Project Engineer/Inspector to the project. The assigned Project Engineer's resume showed no prior solar experience and revealed that he received an Associate's Degree in design drafting from a community college. So, neither the experience nor educational requirements were met.

In fact, the Project Engineer/Inspector's resume was not documented in the project files but was provided to us at our request. The resume listed the Addabbo FOB project under relevant experience, so it appears the resume was prepared sometime after the Project Engineer/Inspector was assigned to work on the Addabbo FOB. We therefore conclude that Banc3 did not provide GSA with this individual's resume before commencing work.

Given the fact that GSA made it clear to all bidders that solar experience was required, to the point where one potential bidder did not bid because of an inability to meet this requirement, it was unfair to the process to not enforce this requirement after award.

Management Comments and Audit Response: In her comments, the Regional Commissioner conceded that "the auditor is correct: the team did not request a resume for BANC3's replacement." The comments did not address the fact that the Project Engineer did not meet the experience or educational requirements.

The Independent Government Estimate lacked integrity

The COR prepared two sets of Independent Government Estimates (IGEs or estimates) for the three projects that were procured together; one was used to support the Acquisition Plan and the other was used to evaluate the bids. The COR could neither explain nor support the second (and larger) of these two estimates. Consequently, the estimates lacked integrity which, in turn, compromised the integrity of the procurement.

The COR's first estimate was prepared on February 16, 2010. At the time, the COR prepared separate estimates for each of the three projects that were being procured together; each estimate included the detail used (*i.e.*, hours, rates, and other direct costs) to derive the estimated cost. *Figure 1* shows that the Addabbo FOB project was

estimated to cost \$161,898 and all three projects were estimated to cost a total of \$384,594.

Figure 1 - Two Different Independent Government Estimates

Project Location	First IGE	Second IGE	% Increase
Addabbo FOB	\$161,898	\$322,521	99.21%
Roosevelt Courthouse & FOB	150,582	187,181	24.31%
D'Amato Courthouse & FOB	72,114	87,958	21.97%
Total – All 3 Projects	<u>\$384,594</u>	<u>\$597,660</u>	55.40%

These initial estimated amounts were used in the Acquisition Plan. The Acquisition Plan referred to each of these projects as a “Building Tune Up.” As a matter of fact, the COR’s estimate form (GSA Form 2630) likewise referred to the Addabbo FOB project as a “Tune-up” project.

The COR’s second estimate was also dated February 16, 2010. It was prepared on a single Estimate Worksheet, rather than on individual GSA Form 2630s like the first estimate, and it did not provide the same level of detail as the first. It did not detail hours, rates, or other direct costs; it merely listed a lump sum amount for each project’s design and construction phase. *Figure 1* shows that the Addabbo FOB project was estimated to cost \$322,521, almost double the first estimate, and all three projects were estimated to cost a total of \$597,660, about 55 percent more than the first estimate.

This second estimate was used to evaluate the bids that were received. The two Bid Abstracts, dated March 18 and March 23, 2010, each referenced the second estimate’s estimated costs. Although the COR raised the estimate for the Addabbo FOB CM services contract by over 99 percent, he could neither support nor explain this increase.

We also noted that supervisory oversight of these estimates is questionable. The first set of estimates, which was not used to evaluate the bids, was signed by a supervisor on March 29, 2010, after the bids were received and evaluated. The second estimate, which was used to evaluate the bids, had no evidence of supervisory review. It is questionable whether the supervisor even knew of the existence of the second estimate.

Additionally, a comparison of the two estimates to the bids that were received (see *Figure 2*) shows that the bids exceeded the first estimate, but were well under the second estimate. Given the fact that the second estimate didn’t include appropriate details, wasn’t reviewed by a supervisor, and has a questionable date, the second estimate lacks integrity and its use to evaluate bids is not valid.

Figure 2 - Comparison of IGEs to Bids

	Date	Amount
Second IGE	2/16/10	\$597,660
Bids Received	3/23/10	\$467,331 \$486,615
Bids Received	3/18/10	\$415,280 \$498,713
First IGE	2/16/10	\$384,594

Management Comments and Audit Response: The Regional Commissioner commented on this issue as follows:

As per the Project Manager, the first independent government estimate ("IGE") for the Addabbo FOB totaling \$161,898.00 was the amount provided to the Contracting Officer during the early planning stages of project development. This IGE was replaced by a second IGE totaling \$322,521.00 when GSA finalized the list of ECMs for the Addabbo tune-up project. The second IGE was based on a percentage of Jacobs Engineering's cost estimate for construction. GSA used the second IGE as the supporting document during preparation of the funding request GSA Form 49 which was done prior to receiving proposals from offerors.

It is important to note that during fieldwork, we received neither a response nor any supporting documents from the contracting officer or COR to explain and support the second estimate. Furthermore, none of the explanations cited in the Region's comments were documented in the project files.

The comments attribute the increased estimate to the eventual inclusion of a final list of energy conservation measures in the project. The comments also explain that the higher estimate was derived as a percentage of Jacobs Engineering's cost estimate for construction. At our request, the Region provided us the spreadsheet that was used to support this assertion (see *Figure 3* for excerpt). The spreadsheet shows that the CM Services Design Phase was calculated as 2 percent of Available Funding and the Management & Inspection (M&I) Services Construction Phase (CM) was calculated as 3 percent of Available Funding; together, these total \$322,521 which matches the COR's second estimate.

Figure 3 – Excerpt of Spreadsheet Provided by the Region

ARRA Tune Up Funding Data						
Bldg	Project scope	Total budget	Available Funding	CM Services Design Phase	M&I Services Construction Phase (CM)	ECC
Addabbo FOB	Tune up & systems	6,987,375	6,450,420.00	129,008.40	193,512.60	5,676,369.60
Addabbo FOB	Solar PV & Roof	4,289,817.22				
Total Addabbo		11,277,192.22				

While the comments show how the COR derived his second estimate, the accompanying explanation is inaccurate and does not resolve the issue as discussed below. First, the budget amount presented in *Figure 3* matches the original funding amount that was submitted to Congress in March 2009 as part of GSA’s initial Recovery Act plan. Therefore, the second estimate was not “based on a percentage of Jacobs Engineering’s cost estimate for construction”; rather, it was based on a percentage of the project’s original available funding total. Jacobs Engineering’s cost estimate for construction (ECC), provided to us by the COR and dated March 18, 2010 (the same date the original bids were received), was actually \$5,365,833, about \$300,000 less than the ECC amount in *Figure 3*. So the assertion that the second estimate replaced the first estimate “when GSA finalized the list of ECMs for the Addabbo tune-up project” is not supported by the facts.

Second, the comments indicate that the first estimate was provided to the contracting officer “during the early planning stages of project development.” It is unclear what is meant by “early planning stages,” but the first estimate was prepared on February 16, 2010, while the second estimate was prepared based on numbers that date back to March 2009. So it does not appear that timing was the determining factor. What does appear to be the issue is that the COR used two different methodologies to generate two diverse estimates, both of which were used for different purposes. Consequently, we reaffirm our position that the Independent Government Estimates lacked integrity.

Banc3 potentially overbilled GSA for the services of its Project Engineer

Banc3 proposed full-time Project Engineers for both its base task order as well as for Modification PC02. However, it appears that there was at least a 2-month period (May and June 2011) where Banc3 used one Project Engineer for both; therefore, GSA may not have received the Project Engineer services it paid for.

In its base task order, Banc3’s Project Engineer was scheduled for 1,152 hours over 32 weeks, or 36 hours per week. In Modification PC02, Banc3’s Project Engineer was scheduled for 1,012 hours. The estimated performance period is neither identified in the proposal nor modification; however, the number of hours appears to represent a full-time Project Engineer presence on the site.

Banc3’s Monthly Status Reports and meeting minutes indicate that Banc3 only had one Project Engineer on site during May and June 2011 (the record documents a second Project Engineer associated with the base task order work as of July 2011). *Figure 4* shows how Banc3 billed GSA for these months.

Figure 4 - Banc3 Billings to GSA for May and June 2011

	Base Task Order	Modification PC02
	Lump Sum Billing	Billing For PE Services
May 2011	\$19,745	\$9,095
June 2011	19,745	7,820
Total Potential Overbilling		<u>\$16,915</u>

Based on the way Banc3's services were procured and billed for, GSA should have received the services of more than one full-time Project Engineer. The lump sum billing under the base task order was intended to compensate Banc3 for all its CM services for May and June of 2011, including the *full-time services* of its Project Engineer. The billing under Modification PC02 was intended to compensate Banc3 for its CM services related to the solar work on the project, which also included the services of a Project Engineer. However, since it appears that Banc3 only provided one Project Engineer for these 2 months to oversee both the base and solar work, GSA effectively paid an additional \$16,915 for the services of the same Project Engineer under Modification PC02.

Management Comments and Audit Response: The Regional Commissioner commented on this issue as follows:

During the period from May 2011 and June 2011, [Banc3's Project Engineer] was reporting daily as the CM Project Engineer on the mechanical and electrical project. The work was performed after hours from 5:00PM to 1:00AM Monday to Friday. He was also performing as CM Project Engineer for the PV/Roof Installation project from 8:00AM until 4:00 PM from Monday- Friday. Based on the above, BANC3 billed GSA for two Project Engineers time on the same day for the months of May-June 2011. Each of these projects was being managed by a different GSA representative from different Service Centers. Both CORs confirm that work was being done in a satisfactory manner during this timeframe.

Essentially, this asserts that, since the two underlying projects were performed in consecutive 8-hour shifts (with an hour break in between), the Project Engineer was on-site for 17 hours a day for the 2-month period in question. Therefore, there was no potential overbilling.

We obtained and reviewed the Addabbo building contractor sign-in sheets for May and June of 2011 to test the Region's assertion that the Project Engineer was on-site for both underlying projects' work periods. *Figure 5* displays our results. First, note that the Project Engineer did not sign-out from May 13 through June 24; consequently, we cannot determine the time he spent on site for that extended period of time. For those days where he did sign-out, with one exception, work continued on-site for many hours after his departure, as evidenced by the departure times of the last tradesman to leave the site on a given work day.

Figure 5 – Analysis of Addabbo Contractor Sign-in Sheets – May and June 2011

<i>Banc3 Project Engineer</i>				<i>Last Trade</i>			
<u>Work Day</u>	<u>Arrival Time</u>	<u>Depart Time</u>	<u>Depart Time</u>	<u>Work Day</u>	<u>Arrival Time</u>	<u>Depart Time</u>	<u>Depart Time</u>
5/2/2011	11:25 AM	8:00 PM	1:45 AM	6/1/2011	8:47 AM	Blank	9:10 PM
5/3/2011	6:45 AM	7:45 PM	1:45 AM	6/2/2011	8:46 AM	Blank	9:33 PM
5/4/2011	7:41 AM	7:41 PM	1:45 AM	6/3/2011	8:50 AM	Blank	3:20 PM
5/5/2011	6:50 AM	7:45 PM	1:45 AM	6/6/2011	6:44 AM	Blank	7:10 PM
5/6/2011	6:45 AM	6:59 PM	12:35 AM	6/7/2011	8:47 AM	Blank	3:30 PM
5/9/2011	6:43 AM	6:44 PM	1:54 AM	6/8/2011	8:08 AM	Blank	9:35 PM
5/10/2011	6:45 AM	6:45 PM	1:45 AM	6/9/2011	6:44 AM	Blank	6:35 PM
5/11/2011	1:50 PM	6:18 PM	8:45 PM	6/10/2011	7:47 AM	Blank	8:55 PM
5/12/2011	6:45 AM	6:03 PM	4:00 PM	6/13/2011	<i>Not on site</i>		8:48 PM
5/13/2011	6:42 AM	Blank	3:50 PM	6/14/2011	6:41 AM	Blank	7:40 PM
5/16/2011	8:47 AM	Blank	9:18 PM	6/15/2011	8:46 AM	Blank	9:05 PM
5/17/2011	8:46 AM	Blank	6:00 PM	6/16/2011	6:45 AM	Blank	10:07 PM
5/18/2011	8:45 AM	Blank	11:25 PM	6/17/2011	6:50 AM	Blank	9:45 PM
5/19/2011	8:45 AM	Blank	8:17 PM	6/20/2011	8:50 AM	Blank	11:00 PM
5/20/2011	8:43 AM	Blank	11:15 PM	6/21/2011	6:43 AM	Blank	10:00 PM
5/23/2011	8:45 AM	Blank	11:25 PM	6/22/2011	8:45 AM	Blank	10:00 PM
5/24/2011	8:45 AM	Blank	11:05 PM	6/23/2011	8:46 AM	Blank	8:17 PM
5/25/2011	6:44 AM	Blank	7:37 PM	6/24/2011	7:48 AM	Blank	5:53 PM
5/26/2011	8:44 AM	Blank	7:05 PM	6/27/2011	7:28 AM	3:00 PM	8:55 PM
5/27/2011	8:45 AM	Blank	3:20 PM	6/28/2011	7:47 AM	3:18 PM	7:55 PM
5/31/2011	8:45 AM	Blank	10:00 PM	6/29/2011	8:47 AM	4:53 PM	10:11 PM
				6/30/2011	8:46 AM	Blank	9:00 PM

Based on the above, we still question whether GSA received the agreed-upon oversight by paying for the services of two Project Engineers.

Finally, the Regional Commissioner’s comments also stated that since the subject procurement took place, “Region 2 has put in place measures to address the concerns identified in this audit in order to prevent a similar occurrence in the future.” Specifically, the Region: (1) created an Acquisition Management Division, (2) implemented review protocols, (3) briefed contracting supervisors on the identified issues, (4) will conduct training for contracting staff that will address the issues reported on, and (5) will conduct a sample audit of recently awarded contracts through the Acquisition Management Division to ensure no similar issues exist.

If you have any questions regarding this audit memorandum, please contact me or any member of the audit team at the following:

Steven Jurysta	Regional Inspector	steven.jurysta@gsaig.gov	212-264-8623
	General for Auditing		
Daniel M. Turkeltaub	Auditor-In-Charge	daniel.turkeltaub@gsaig.gov	212-266-3350

I would like to thank you and your staff for your assistance during this audit.