



OFFICE OF THE CONTRACTOR GENERAL OF JAMAICA

Special Report of Investigation

**Conducted into the Circumstances Surrounding Suspected Sham Contractors who were
Awarded Millions of Dollars of Contracts by the National Housing Trust (NHT)**

**Office of the Prime Minister (OPM)
The National Housing Trust**

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OFFICE OF THE CONTRACTOR GENERAL OF JAMAICA

Conducted into the Circumstances Surrounding Suspected Sham Contractors who were Awarded Millions of Dollars of Contracts by the National Housing Trust (NHT)

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The National Housing Trust**

EXECUTIVE SUMMARY

On 2010 April 20, the Office of the Contractor General (OCG), acting on behalf of the Contractor General, and pursuant to the provisions which are contained in Sections 15(1) and 16 of the Contractor General Act, initiated an Investigation into the circumstances surrounding suspected ‘sham contractors’ who were awarded millions of dollars of government contracts by the National Housing Trust (NHT).

Section 15(1) of the Act provides that “...a Contractor-General may, if he considers it necessary or desirable, conduct an investigation into any or all of the following matters-

- (a) *the registration of contractors;*
- (b) *tender procedures relating to contracts awarded by public bodies;*
- (c) *the award of any government contract;*
- (d) *the implementation of the terms of any government contract;*
- (e) *the circumstances of the grant, issue, use, suspension or revocation of any prescribed license;*
- (f) *the practice and procedures relating to the grant, issue, suspension or revocation of prescribed licenses”.*



Section 16 of the Contractor General Act expressly provides that “*An investigation pursuant to section 15 may be undertaken by a Contractor-General on his own initiative or as a result of representations made to him, if in his opinion such investigation is warranted*”.

The OCG’s decision to commence a formal Investigation into the referenced matter is predicated upon, *inter alia*, the material particulars which were uncovered during the course of the OCG’s intensive Audit of the National Contracts Commission (NCC) Works Contractor Registration System, which was conducted in 2009 December¹. The matter related to a group of five (5) irregular NCC contractor registration applications which linked five (5) Government contractors to what was perceived to be a criminal conspiracy involving the award of government contracts by the NHT.

The Preliminary Findings of the OCG’s Audit of the NCC Works Contractor Registration System, suggested, *inter alia*, that (a) the procurement and contract management practices of the NHT, as they relate to the suspected ‘sham contractors’, and the administration of the NHT’s Small Contractors’ Programme was irregular, improper and lacking in transparency and fairness, and (b) that certain Government contracts which were awarded by the NHT might not have been awarded in accordance with the relevant provisions of the Contractor General Act and/or the Public Sector Procurement Regulations 2008.

The OCG, during the period leading up to the official commencement of its Investigation, specifically, between 2009 December 22, through to 2010 January 5, conducted several formal interview sessions with four (4) of the five (5) suspected ‘sham contractors’, as well as with four (4) of the NHT personnel who were implicated in the matter, the substance of which has been detailed herein. The referenced interview sessions, and in particular, the disclosures which were made by the four (4) suspected ‘sham contractors’ provided evidence to the OCG that the

¹ See Contractor General’s letter which was addressed to the Hon. Orette Bruce Golding, Former Prime Minister of Jamaica, Ms. Onika Miller, Permanent Secretary, Office of the Prime Minister, Mr. Howard Mitchell, former Chairman of the NHT Board and Mr. Donald Moore Managing Director, NHT, that was dated 2010 April 20.



referenced five (5) suspected contractors were fraudulently registered as competent and approved GOJ contractors by the NCC. The referenced registrations which were submitted by the five (5) contractors were based upon falsified and misrepresented information which was submitted to the OCG on their respective NCC Applications.

Consequently, the foregoing inferences, amongst others, raised several concerns for the OCG, especially in light of (a) the findings of the OCG's Audit and (b) the perceived absence of adherence to the Government contract award principles which are enshrined in Section 4 (1) of the Contractor General Act, in the award of government contracts to any of the referenced suspected 'sham contractors'.

Section 4 (1) of the Act requires, *inter alia*, that GOJ contracts should be awarded "*impartially and on merit*" and that the circumstances of award should "*...not involve impropriety or irregularity*".

The OCG's Investigation primarily sought to determine, *inter alia*, (a) the circumstances which led to the award of government contracts to the five (5) suspected 'sham contractors', (b) whether there was *prima facie* evidence which would suggest impropriety on the part of any Officer/Official at the NHT which contributed to the award of contract(s) to the five (5) suspected 'sham contractors', (c) the extent to which the OCG and/or the NCC influenced and/or facilitated the registration/re-registration of the five (5) suspected 'sham contractors' and (d) the extent of the management and/or supervisory oversight which was provided by the NHT for its Small Contractors' Programme.

The foregoing objectives formed the bases of the OCG's Terms of Reference for its Investigation and were primarily developed in accordance with the provisions which are contained in Section 4 (1) and Section 15 (1) (a) to (d) of the Contractor General Act.



Additionally, the OCG was guided by the recognition of the very important responsibilities which are imposed upon Public Officials and Officers by, *inter alia*, the Contractor General Act, the GPPH (2001 May), the Financial Administration and Audit Act (FAA Act), the Public Bodies Management and Accountability Act (PBMA), as well as the Corruption Prevention Act.

The OCG was also guided by the expressed provisions which are contained in Section 21 of the Contractor General Act. Section 21 of the Act specifically mandates that a Contractor General shall consider whether he has found, in the course of his Investigation, or upon the conclusion thereof, evidence of a breach of duty, misconduct or criminal offence on the part of an officer or member of a Public Body and, if so, to refer same to the competent authority to take such disciplinary or other proceedings as may be appropriate against that officer or member.

At the commencement of its Investigation on 2010 April 20, the OCG, by way of a letter of even date, wrote to the then Prime Minister of Jamaica, the Hon. Orette Bruce Golding, the Permanent Secretary in the Office of the Prime Minister (OPM), Ms. Onika Miller, the then Chairman of the NHT Board, Mr. Howard Mitchell, and the then Acting Managing Director of the NHT, Mr. Donald Moore, to inform them of, *inter alia*, the OCG's decision to launch an Investigation into the circumstances surrounding suspected 'sham contractors' who were awarded millions of dollars of Government contracts by the NHT.

The Findings of the OCG's Investigation into the circumstances surrounding the referenced suspected 'sham contractors' are premised primarily upon an analysis of the sworn statements and the documentary evidence which were provided by the Respondents who were requisitioned by the OCG, during the course of the Investigation.



Summary of Key Findings

Based upon a comprehensive review of, *inter alia*, the sworn written statements and enclosed documentary evidence which were furnished to the OCG by the suspected ‘sham contractors’ and certain named Public Officials/Officers in the NHT, who were statutorily requisitioned by the OCG, and other applicable legislation and documentation which were reviewed, the OCG is detailing, hereunder, a list of certain key Findings of the Investigation:

1. The OCG found that the use of small contractors by the NHT to undertake the construction of housing units commenced in 1977, under the NHT’s Community Builders Programme. The OCG found that under the referenced Programme there was no requirement for contractors to possess construction equipment or to employ the services of academically qualified technical personnel, as contractors were essentially skilled tradesmen who had the ability to coordinate and apply the required skills.
2. The OCG found that in addition to the use of a ‘Contractor’s Questionnaire Form’ which was prepared by the NHT and utilized to identify competent contractors, the following requirements were established by the NHT for qualification for its Programme:
 - i. Contractors were to be in possession of a valid Tax Compliance Certificate (TCC);
 - ii. Contractors were to be experienced in the construction of houses; and
 - iii. The veracity of the information submitted by contractors was to be perused by and investigated by an assigned Project Manager.
3. The OCG found that the NHT’s selection process changed in 2006, subsequent to the NCC’s letter to the NHT, which was dated 2006 January 4, and which mandated that, in addition to the NHT’s requirements, all small contractors registered under the NHT’s



Small Contractors' Programme should be appropriately registered with the NCC and that transparency and advertising should remain important features of the Programme.

4. The OCG found that the five (5) suspected 'sham contractors', namely: Mr. Marlon Plummer, Mr. Johan O'Gilvie, Mr. Lucien Lawrence, Mr. Maurice McIntyre and Ms. Amoy Guthrie became enlisted under the NHT's Small Contractors' Programme during the period which was categorized by the NHT as "*Post-NCC (Contractors Registered by the NCC)*".
5. The OCG has found that the five (5) suspected 'sham contractors' were engaged by the NHT to undertake construction related works at the following NHT sites:
 - a. Morris Meadows Phase 1, 2 and 3 Housing Development;
 - b. Water Works Housing Development;
 - c. Frome Housing Development; and
 - d. New Yarmouth Housing Development.

Having regard to the foregoing projects, the OCG found the following:

- i. That Mr. Johan O'Gilvie was engaged as a small contractor by the NHT and awarded contracts, which had an aggregate value of \$17,425,824.73, to execute works at the Morris Meadows Phases 1 and 2 Housing Developments, the Waterworks Housing Development, New Yarmouth Housing Development and the Frome Housing Development. However, the total sums which were disclosed to have been paid to Mr. O'Gilvie was in the amount of \$20,424,002.50.
- ii. That Mr. Lucien Lawrence was engaged as a small contractor by the NHT and awarded contracts, which had an aggregate value of \$12,806,293.7, to execute works at the Morris Meadows Phases 1 and 2 Housing Developments, the



Waterworks Housing Development, and the Frome Housing Development. However, the total sums which were disclosed as having been paid to Mr. Lawrence was in the amount of \$14,333,709.33.

- iii. The OCG found that Ms. Amoy Guthrie was engaged as a small contractor by the NHT and was awarded contracts, which had an aggregate value of \$13,851,365.78, to execute works at the Morris Meadows Phases 1 and 2 Housing Developments, the Waterworks Housing Development, and the Frome Housing Development. However, the total sums which were disclosed as having been paid to Ms. Guthrie was in the amount of \$17,213,506.03.
 - iv. That Mr. Maurice McIntyre was engaged as a small contractor by the NHT and awarded contracts, which had an aggregate value of \$6,444,905.34, to execute works at the Waterworks Housing Development, and the Frome Housing Development. However, the total sums which were disclosed as having been paid to Mr. McIntyre was in the amount of \$8,760,018.
 - v. The OCG found that Mr. Marlon Plummer was engaged as a small contractor by the NHT and awarded contracts, which had an aggregate value of \$23,575,122.19, to execute works at the Morris Meadows Phases 1, 2 and 3 Housing Developments, the Waterworks Housing Development, the New Yarmouth Housing Development and the Frome Housing Development. However, the total sums which were disclosed as having been paid to Mr. Plummer was in the amount of \$27,228,937.15.
6. The OCG found that the cumulative value of the contracts which were awarded to the five (5) suspected ‘sham contractors’, under the auspices of the NHT’s Small Contractors’ Programme was in the amount of \$74,103,511.74.



7. As it regards contracts which were awarded to Mr. Marlon Plummer/Intouch Construction and Security Ltd., Mr. Lucien Lawrence, and Mr. Maurice McIntyre, for the execution of works at the Frome Housing Development, and which bore the dates 2008 July 16 and 2008 November 6, respectively, the OCG found that the NCC Registration Certificate for the said contractors had expired as at 2008 June 28, 2008 June 20 and 2008 October 4, respectively. The OCG also found that Mr. Maurice McIntyre had never been re-registered by the NCC and that Mr. Lucien Lawrence and Mr. Marlon Plummer only became re-registered with the NCC on 2008 August 22 and 2008 November 14. In the circumstances, the OCG found that Mr. Maurice McIntyre was ineligible for the award of a government contract.

8. The OCG found that, as it regards the contracts which were awarded to the suspected 'sham contractors' for the execution of works at the Waterworks Housing Development, the contracts were duly signed by the respective parties on 2007 May 9 and 21. However, four (4) of the five (5) subject contractor registration certificates had expired and were only renewed in 2007 June. The OCG also found that 2007 June 21 represented the first occasion on which Mr. Maurice McIntyre became registered with the NCC and, as such, would have been ineligible to be awarded government contracts.

9. The OCG found that there were several variations to the original contract sum for the contracts which had been awarded to the referenced suspected 'sham contractors' under the auspices of the NHT's Small Contractors' Programme.

The OCG also found that as it regards the Morris Meadows Phase 1, 2 and 3, and the Waterworks Housing Development, while the NHT had provided justifications for the variations, there were inconsistencies and disparities between the total sums which were paid to the contractors and the variation amount which had been accounted for by the NHT.



10. The OCG found that Mr. Marlon Plummer/ Intouch Construction and Security Ltd. was awarded a total of eighteen (18) contracts, during the period 2006 to June 13 to 2009 May 11, by the NHT, for the provision of Security Services at several NHT construction sites. The referenced contracts had an aggregate value of approximately \$16,750,328.00.
11. The OCG found that the NHT utilized various GOJ Procurement methodologies in the award of contracts to Mr. Marlon Plummer, for the provision of Security Services at several NHT sites. The OCG, however, found based upon a review of Intouch Construction and Security Ltd.'s NCC Registration file, that the first occasion on which the company was registered by the NCC, in the category of Safety and Security Services was on 2007 June 20. The referenced Registration Certificate bore an expiration date of 2008 June 19.

In this regard, the OCG found that the NHT, in awarding three (3) contracts to Intouch Construction and Security Ltd. on 2006 June 13, 2006 October 11 and 2006 November 23, respectively, was in violation of Section 2.6 of the GPPH (2001 May) based upon the fact that Intouch Construction and Security Ltd. was not appropriately registered with the NCC prior to 2007 June 20.

Section 2.6 of the GPPH (2001 May) stipulates that “*Contractors desiring participation in public sector procurement opportunities must be registered with the NCC.*”

12. The OCG found, by way of a perusal of its QCA Database, that the NHT awarded a total of twenty-seven (27) contracts during the period 2006 August 23 to 2009 August 18, which valued approximately 26,101,706.00 for the execution of works pertaining to, *inter alia*, site clearance, the disposal of sewage and other remedial works.



It is instructive to note that the OCG found that the referenced services were procured by the NHT utilizing the approved GOJ procurement methodologies.

13. As it regards a contract which was awarded by the NHT, to Mr. Marlon Plummer/Intouch Construction and Security Ltd., in the amount of \$1,954,500.00, for the construction of fifty (50) marl pads to accommodate units at the Waterworks Housing Development, Westmoreland, the OCG found that the NHT acted in violation of Section 2.6 of the then applicable GPPH (2001, May), based upon the fact that, as at 2006 July 31, the date of the Tender Opening, Mr. Plummer/Intouch Construction and Security Ltd. was not registered with the NCC.

In point of fact, the OCG found that subsequent to the expiration of Intouch Construction and Security Ltd.'s registration of 2006 May 25, re-registration was only sought by the referenced company on 2006 September 7. Further, the OCG found that the Tender Reveal Form, which was prepared by the NHT on 2006 July 31, did not represent that a valid NCC Registration Certificate was submitted by Intouch Construction and Security Ltd.

14. The OCG found that the basis and/or circumstances under which a contractor would become ineligible and/or deregistered from participating in the Small Contractors' Programme was upon deregistration by the NCC, failure to submit a valid TCC or based upon past performance on other works.
15. The OCG found that while all five (5) of the subject suspected 'sham contractors' indicated that they had been engaged previously under other construction related projects prior to being engaged under the NHT's Small Contractor's Programme, all five (5) contractors were unable to disclose specific details about any such projects and/or provide substantive documentation to validate their statements.



16. The OCG found that the five (5) contractors listed the following individuals as members of their respective staff complement in their responses to the OCG, as well as by way of their Application Forms which were submitted to the NCC:

- i. Mr. Marlon Plummer- Mr. Richard Schloss
Mr. Richard Jackson;
Mr. Dean Bradshaw;
Mr. Earl Saunders;
Mr. Vince Robert Plummer;
Mr. Gavin Plummer;
Mr. Orlando Williams;
Mr. Evan Brown;
Mr. Cleveland Brown; and
Mr. Roy Powell.

- ii. Mr. Maurice McIntrye- Mr. Orville Dixon;
Mr. Leroy Blake;
Mr. Richard Beckford;
Mr. Neville Cookhorne; and
Mr. Gavin Plummer.

- iii. Mr. Johan O’Gilvie- Mr. Rodney Chin;
Mr. Michael Clarke;
Mr. Barrington Herbert;
Mr. Alerijah Perry; and
Mr. Milton Gilpen.



iv. Mr. Lucien Lawrence- Mr. Michael Palmer;
Mr. Glendon Lewis;
Mr. Lucien Lawrence;
Mr. Radcliffe Brissett;
Ms. Thalia Small;
Mr. Richard Beckford; and
Mr. Neville Cookhorne.

v. Ms. Amoy Guthrie- Mr. Donovan Lawrence;
Mr. Donovan Thompson;
Mr. Donovan Hill;
Mr. Neville Cookhorne; and
Mr. Richard Beckford.

17. The OCG has found that despite listing the referenced individuals as members of their staff complement, all five (5) contractors maintained, in their sworn testimonies to the OCG, that the listed individuals were never employed them.

18. The OCG found that Mr. Lucien Lawrence, Mr. Maurice McIntyre and Ms. Amoy Guthrie were gainfully employed, on a full time basis, during the period in which they were reportedly engaged as small contractors under the NHT's Small Contractors' Programme.

The OCG found that (a) Mr. Lucien Lawrence had been employed as a Teacher of Visual Arts and Social Studies at the Meadowbrook High School since 1998 to present, (b) that Maurice McIntyre was employed at Linx Jamaica as a Consultant and Technical Advisor for Computer Sales and Services and (c) that Ms. Amoy Guthrie was employed on a full time basis in various positions at the RBC Royal Bank since 1995.



19. The OCG has found, based upon an NHT Advertisement which was submitted to the OCG, that the following were explicitly stated as the eligibility criteria for enlistment into the NHT's Small Contractors' Programme:

1. *“Be registered with the National Contracts Commission (NCC) as a building contractor. (Grade 4).*
2. *Be in possession of a valid Tax Compliance Certificate (TCC).*
3. *Have a minimum of three (3) years experience as a building contractor*
4. *Proven track record in building construction, supported by recommendation from Clients.*
5. *Be in possession of adequate financial and human resources to efficiently maintain the work programme for the duration of the contract period (minimum 3 months)”*

In the circumstances, and, in particular, as it regards criteria # 3, 4, and 5, the OCG is uncertain as to how the referenced contractors were able to satisfy the said eligibility requirements.

20. The OCG found that the businesses which were established by Mr. Johan O’Gilvie, Mr. Lucien Lawrence, Mr. Maurice McIntyre and Ms. Amoy Guthrie did not own any construction related equipment and that all equipment which were reportedly used by them were funded and pooled among the said group of contractors and that Mr. Marlon Plummer was responsible for the orchestration of same.

The OCG found that the following equipment were listed as being owned and/or rented by Mr. Marlon Plummer’s company:

- a) Generator;



- b) Auger;
- c) Compactor;
- d) Air Compressor;
- e) Demolition Hammer;
- f) Props;
- g) Scaffolding, and
- h) Water Pump.

21. The OCG found that the NHT had undertaken some degree of due diligence in the registering of small contractors for its Small Contractors Programme, which entailed (a) checking the NCC's website to ensure that contractors were appropriately registered, (b) checking the validity of TCCs and (c) closely monitoring works to ensure that same were being executed in accordance with contract.

22. The OCG found that the company which was established by Mr. Marlon Plummer, Intouch Construction and Security Ltd. was incorporated on 1999 April 23, and that the company had the following individuals as its Directors/Shareholders:

- 1. Mr. Delroy Plummer(ceased)
- 2. Ms. Margaret Plummer;
- 3. Mr. Marlon Plummer; and
- 4. Ms. Tricia Scott (ceased)

23. The OCG found that the business which was established by Mr. Johan O'Gilvie was registered on 2008 September 26, however, a search of the Companies Office of Jamaica's (COJ's) website revealed that the business had been incorporated on 2005 September 1, and has as its sole proprietor Mr. Johan O'Gilvie.



24. The OCG found that that the business which was established by Mr. Lucien Lawrence was registered on 2008 October 3. The OCG's search of the Companies Office of Jamaica's (COJ's) website revealed that the referenced business was incorporated on 2004 September 1 and had Mr. Lawrence as its sole proprietor.
25. The OCG found that the business which was established by Mr. Maurice McIntyre was registered on 2006 May 22. The OCG's search of the COJ's website revealed that the referenced business had also been incorporated on 2006 May 22, and that Mr. McIntyre was its sole proprietor.
26. The OCG found that the business which was established by Ms. Amoy Guthrie was registered on 2008 October 10. The OCG's search of the COJ's website revealed that the business had been incorporated on 2005 September 1, and held Ms. Amoy Guthrie as its sole proprietor.
27. As it regards the date on which the suspected 'sham contractors' became registered with the NHT's Small Contractors' Programme and the extent of their involvement in the registration/enlistment process, the OCG found that the subject contractors became registered with the Programme between the period 2002- 2006. The OCG also found that the five (5) contractors had submitted Applications Forms to the NHT.

Of significant import is the fact that the OCG found that the NHT was only able to produce the Application Form that had been submitted by Mr. Johan O'Gilvie, and was unable to provide the OCG with a copy of the application which was made to it by Ms. Amoy Guthrie, Mr. Maurice McIntyre and Mr. Lucien Lawrence. Further, the OCG was advised by Mr. Donald Moore, Senior General Manager, NHT that "*No PQF would have been in the relevant files for Intouch Construction and Security ...*"²

² Response which was received from Mr. Donald Moore that was dated 2011 September 12.



28. The OCG found that as it pertains to the cases of thirteen (13) contractors, including Ms. Amoy Guthrie, Mr. Lucien Lawrence, and Mr. Maurice McIntyre, whose Application Forms the NHT were also unable to locate, the NHT had no indication of the related job experience which had qualified them to be competent contractors, except for the fact that the contractors had produced valid NCC Certificates.
29. The OCG found that Mr. Johan O’Gilvie submitted four (4) Applications to the NCC for the inclusion of his business on the Register of GOJ Public Sector Contractors, during the period 2005 September to 2009 July. The OCG also noted that of the four (4) Applications which were submitted by Mr. Johan O’Gilvie to the NCC, three (3) resulted in the registration of Mr. O’Gilvie’s business as a Grade four (4) contracting entity. The OCG found no evidence to indicate that the last Application which was submitted by Mr. Johan O’Gilvie which was dated 2009 July 14, resulted in the re-registration of Mr. Johan O’Gilvie’s business.
30. The OCG found that Mr. Maurice McIntyre submitted two (2) Applications to the NCC for the inclusion of his business on the Register of GOJ Public Sector Contractors, during the period of 2006 May to 2009 July. The OCG noted that of the two (2) Applications which were submitted by Mr. McIntyre to the NCC, one resulted in the registration of Mr. McIntyre’s business as a Grade four (4) contracting entity. The OCG found no evidence to indicate that the last Application which was submitted by Mr. Maurice McIntyre, and which was dated 2009 July 14, resulted in the re-registration of Mr. Maurice McIntyre’s business.
31. The OCG found that Ms. Amoy Guthrie submitted four (4) Applications to the NCC for the inclusion of her business on the Register of GOJ Public Sector Contractors, during the period of 2005 October to 2009 July. The OCG found that of the four (4) Applications which were submitted by Ms. Guthrie, to the NCC, three (3) resulted in the registration of



Ms. Guthrie as a Grade four (4) contracting entity. The OCG found no evidence to indicate that the last Application which was submitted by Ms. Amoy Guthrie, and which was dated 2009 July 14, resulted in the re-registration of Ms. Amoy Guthrie's business.

32. The OCG found that Mr. Lucien Lawrence submitted four (4) Applications to the NCC for the inclusion of his business on the Register of Public Sector Contractors, during the period of 2005 October to 2009 August. The OCG found that of the four (4) Applications which were submitted by Mr. Lawrence to the NCC, three (3) resulted in the registration of Mr. Lawrence's business as a Grade four (4) contracting entity. The OCG found no evidence to indicate that the last Application which was submitted by Mr. Lawrence, and which was dated 2009 August 24, resulted in the re-registration of Mr. Lucien Lawrence's business.

33. The OCG found that Mr. Marlon Plummer submitted six (6) Applications to the NCC for the inclusion of his business on the Register of GOJ Public Sector Contractors, during the period of 2004 February to 2009 October. The OCG found that of the six (6) Applications, which were submitted by Mr. Plummer to the NCC, five (5) resulted in the registration of Mr. Marlon Plummer's business as a Grade four (4) contracting entity. The OCG found no evidence to indicate that the last Application which was submitted by Mr. Lawrence, and which was dated 2009 October 1, resulted in the re-registration of Mr. Marlon Plummer's company, Intouch Construction and Security Ltd.

34. The OCG found that four (4) of the referenced suspected 'sham contractors' listed and/or represented on their NCC Contractor Application Forms, individuals who were recognized by the OCG as employees of the NHT, as members of their respective staff complements.

The following representations were made by the contractors:



Contractor	NHT Employee Represented	NCC Application Form
Mr. Maurice McIntyre	Mr. Richard Beckford Mr. Neville Cookhorne	2009 July 14
Ms. Amoy Guthrie	Mr. Richard Beckford Mr. Neville Cookhorne	2009 July 14
Mr. Marlon Plummer	Mr. Richard Schloss	2004 February 2
	Mr. Richard Schloss	Unsigned/dated Application Form
	Mr. Richard Schloss Mr. Richard Schloss	2006 June 5 Unsigned/dated Application Form
	Mr. Richard Schloss	2008 August 20
	Mr. Earl Saunders	2009 October 1

35. The OCG found that the four (4) referenced suspected ‘sham contractors’ also submitted the academic certification and professional Resumes belonging to the aforesaid NHT Employees to the NCC, in an effort to support and or bolster their referenced Applications.

36. The OCG found that Ms. Amoy Guthrie had made representations on her NCC Application Form, which was dated 2009 July 14, that Mr. Marlon Plummer was a member of her staff complement, and had been for a period of four (4) years.



37. The OCG found that the Application Form, which was dated 2005 October 3, and which was submitted by Mr. Lucien Lawrence was re-submitted to facilitate a registration process in 2007. In this regard, the OCG found that information pertaining to, *inter alia*, (a) the NCC categories and grades which were being applied for, (b) the staff complement of the business, (c) previous projects which were completed by the business and (d) the signed Affidavit of 2005 October 3, were all replicated from a previous application, which bore the same date, and submitted to the NCC, resulting in the registration of the company on 2007 June 21, for a period of one year.
38. It was found that the OCG failed to conduct the requisite physical verification exercise to authenticate the veracity of the information which was presented by the referenced suspected 'sham contractors', on their NCC Application Form, in each instance.
39. Based upon the disclosures which were made by (a) Mr. Johan O'Gilvie, (b) Mr. Lucien Lawrence, (c) Mr. Maurice McIntyre and (d) Ms. Amoy Guthrie, the OCG found that the referenced suspected 'sham contractors' sought and received the assistance of Mr. Marlon Plummer to complete and submit Applications to the NCC.
40. Having regard to the disclosures which were made by Mr. Marlon Plummer, in his sworn response of 2010 July 1, the OCG found that Ms. Mitzie Davis, a former employee of the OCG (a) provided guidance and (b) assisted Mr. Plummer with the completion of his Application Forms.
41. The OCG found that Ms. Amoy Guthrie and Mr. Maurice McIntyre had listed the referenced NHT personnel on their Application Forms to the NCC upon the advice and recommendation of Mr. Marlon Plummer.



42. The OCG found that the academic and professional credentials of Mr. Neville Cookhorne and Mr. Richard Beckford, both employees of the NHT, were provided to Mr. Maurice McIntyre and Ms. Amoy Guthrie by Mr. Marlon Plummer.
43. The OCG has found that despite the fact that Mr. Richard Schloss, Mr. Richard Beckford, Mr. Neville Cookhorne and Mr. Earl Saunders testified to the OCG that they had provided Mr. Marlon Plummer with their academic and professional credentials, Mr. Marlon Plummer testified to the OCG that he did not receive the authorization and/or consent from the referenced NHT employees to (a) use their credentials and/or (b) refer their services to Mr. Lucien Lawrence, Mr. Maurice McIntyre, or Ms. Amoy Guthrie for use on their NCC Contractor Registration Application Forms and that the documents were in his possession for other purposes.
44. It is instructive to note that the OCG had conducted an internal Investigation into the circumstances surrounding the involvement of certain OCG staff/members of the NCC's Secretariat, in the registration of the suspected 'sham contractors'. The OCG's internal Investigation found no evidence to suggest that an actual physical verification of the businesses which were established by the five (5) suspected sham contractors had been conducted by the then assigned OCG Officer.
45. The OCG found that in at least two (2) instances, identical replicas of NCC Application Forms were re-submitted to facilitate a NCC Re-registration process for two (2) of the referenced five (5) contractors.
46. The OCG has found that a recommendation was made to the NCC by its Office, in 2009, for the NCC registration of the referenced five (5) suspected 'sham contractors' to be revoked, in keeping with provision number 15 of the NCC Works Application Form, based upon fraudulent and/or erroneous representations which were made by the



referenced contractors. Provision 15 of the referenced Application Form states, *inter alia*, as follows:

“IF THE INFORMATION PROVIDED BY THE APPLICANT ON WHICH EVALUATION AND AWARD(S) WERE BASED IS FOUND TO BE ERRONEOUS THEN THE CONTRACTOR (S) SHALL NOT BE REGISTERED, OR IF ALREADY REGISTERED, THE REGISTRATION WILL BE REVOKED”.

47. The OCG found that despite the fact that certain NHT personnel were listed by the suspected sham contractors as members of their respective staff complement, **all** five (5) of the referenced suspected ‘sham contractors’ testified to the OCG that they do not and have never had a personal, business or other relationship with, or are in any way related to any Public Officer/Official of the NHT.
48. The OCG found that in the case of Ms. Amoy Guthrie, she had testified to the OCG that the extent of her relationship with Mr. Richard Schloss, Mr. Neville Cookhorne and Mr. Richard Beckford was personal, due to her involvement in performing works for the NHT and that the named individuals have never performed or assisted her in carrying out any works.
49. The OCG found that Mr. Maurice McIntyre, who had listed Mr. Neville Cookhorne and Mr. Richard Beckford, as among the individuals who comprised his staff complement on his NCC Contractor Registration Forms, testified, that the referenced individuals were listed but were never employed. Mr. McIntyre also testified to the OCG that the extent of his relationship with the referenced individuals was of a personal nature and that the said individuals have never assisted him with the execution of any works.
50. The OCG found that Mr. Lucien Lawrence, who had disclosed to the OCG in his sworn response of 2011 July 26, that Mr. Richard Beckford and Mr. Neville Cookhorne, were



listed on the application but never employed. Mr. Lawrence also testified that the extent of his affiliation with the named individuals was of a personal nature, due to his involvement with the NHT and that the referenced individuals had never provided any assistance for work on his behalf.

51. The OCG found that of the five referenced suspected 'sham contractors' Mr. Richard Beckford was only acquainted with Mr. Marlon Plummer and that both had established a friendship over the years. The OCG also found that Mr. Richard Beckford had provided Mr. Marlon Plummer with his copies of his academic and professional credentials for the purpose of supporting an upgrade of Mr. Plummer's contractor status.
52. The OCG found that notwithstanding the fact that Mr. Beckford was listed as a full time employee of Ms. Amoy Guthrie and Mr. Maurice McIntyre, Mr. Beckford testified that he did not know Ms. Amoy Guthrie, Mr. Lucien Lawrence, Mr. Maurice McIntyre or Mr. Johan O'Gilvie as NHT contractors.
53. The OCG found that of the five (5) suspected 'sham contractors' Mr. Neville Cookhorne testified to the OCG that he was only acquainted with Mr. Marlon Plummer. The OCG also found that Mr. Neville Cookhorne provided Mr. Marlon Plummer with his academic and professional credentials in an effort to upgrade his contractor status.
54. The OCG found that while Mr. Richard Schloss testified to the OCG that he did not have any substantive post and/or job function under the NHT's Small Contractors' Programme it was found that Mr. Schloss was involved the process for the selection of contractors for the referenced Programme. The OCG found that the referenced process entailed the selection of contractors from a list, based upon the contractors' performance, track record and recommendations from other officers.



55. The OCG found that Mr. Richard Schloss was acquainted and had worked with Mr. Marlon Plummer, Mr. Lucien Lawrence, Mr. Johan O’Gilvie and Mr. Maurice McIntyre, under the NHT’s Small Contractors Programme.

The OCG, however, found that despite the aforesaid attestation which was provided to the OCG by Mr. Richard Schloss, he was unable to provide the OCG with an attestation as to (a) whether or not the suspected ‘sham contractors’ held themselves out as the contractor(s) with direct responsibility for the execution of works under the NHT’s Small Contractors’ Programme (b) whether they were represented by other person(s), and (c) who completed the works on their behalf.

56. The OCG has found that there was some degree of contradiction in the statements which were made by Mr. Richard Schloss to the OCG.

In the foregoing regard, the OCG has noted that during its Interview with Mr. Richard Schloss he disclosed to the OCG’s officers that (a) he had worked with Mr. Marlon Plummer, Mr. Lucien Lawrence, Mr. Johan O’Gilvie and Mr. Maurice McIntyre, under the NHT’s Small Contractors Programme, (b) he had recommended Ms. Amoy Guthrie as a small contractor for works at the Frome Housing Project, (c) Mr. Marlon Plummer would act on the behalf of Mr. Lucien Lawrence, Ms. Amoy Guthrie and Mr. Maurice McIntyre and (d) he found nothing strange about the Mr. Plummer representing the four (4) contractors and considered same to be a cost effective strategy.

In respect of the foregoing, the OCG deems it prudent to reiterate the fact that Mr. Richard Schloss informed the OCG that he was unaware as to (a) whether or not the suspected ‘sham contractors’ held themselves out as the contractor(s) with direct responsibility for the execution of works under the NHT’s Small Contractors’



Programme (b) whether they were represented by other person(s), and (c) who completed the works on their behalf.

Conclusions

Based upon the documents which have been reviewed, as well as the sworn testimonies which have been received from the representatives of the NHT and the suspected 'sham contractors' in question, the OCG has arrived at the following considered Conclusions:

1. In determining the process(es) which led to the inclusion of certain contractors in the NHT's Small Contractors' Programme, the OCG, in reviewing the respective 'policies' and procedures which have been utilized by the NHT, in its Small Contractors' Programme, has concluded that the selection process of contractors for the stated Programme changed in 2006.

The OCG found that prior to 2006, the initial requirements for contractors under the referenced Programme were that contractors were to (a) be in possession of a valid Tax Compliance Certificate (TCC), (b) be experienced in the construction of houses, and (c) complete a Contractor's Questionnaire Form, which was utilized by the NHT to identify competent Builders from among the persons that had been recommended.

The OCG also found that the documents which were submitted by contractors were to be investigated by an assigned NHT Project Manager, in an effort to determine the veracity of the information which was submitted by individuals for entry into the Programme.

The OCG concludes that the NHT had no requirement for the Builders/Contractors to have construction equipment (except for tools used in the construction of houses) or to



employ the services of academically qualified technical personnel and that Contractors were generally skilled tradesmen who were able to coordinate and apply their particular skill, as was required.

2. The OCG has concluded that all five (5) of the referenced contractors namely, Mr. Marlon Plummer, Mr. Johan O’Gilvie, Mr. Maurice McIntyre, Mr. Lucien Lawrence and Ms. Amoy Guthrie, were enlisted as ‘small contractors’ under the NHT’s Small Contractors’ Programme, during the period in which ‘small contractors’ were required to be registered with the NCC, pursuant to the NCC’s letter to the NHT which was dated 2006 January 4, which was sent to the NHT, that informed of, *inter alia*, the following:

“The National Contracts Commission (NCC) considered the matter at its meeting held on 2005 December 21 and agreed that the procuring entity may continue its Small Contractors’ Programme providing that, in accordance with the established procedures of the GoJ Procurement Policy Guidelines the contractors are registered with the NCC as Approved Works Contractors in the Building Construction Category, and the contracts are below the NCC threshold of \$4M. Transparency and advertising should remain important features.”

3. The OCG has concluded that the NHT engaged the services of the referenced small contractors to construct Housing Units at the following six (6) NHT sites:
 - i. Morris Meadows Housing Development Phase 1;
 - ii. Morris Meadows Phase Housing Development Phase 2;
 - iii. Morris Meadows Housing Development Phase 3;
 - iv. Waterworks Housing Development Housing Development;
 - v. Frome Housing Development; and
 - vi. New Yarmouth Housing Development.



4. Having regard to the OCG's Preliminary Audit, which revealed that the NHT had awarded approximately \$87 Million worth of contracts to the five (5) suspected 'sham contractors' over a period of four (4) years, under what appeared to be highly irregular circumstances, the OCG has concluded the following:
 - a) That the five (5) referenced contractors were awarded a total of twenty-one (21) contracts under the NHT's Small Contractors' Programme, for the conduct of minor construction related works, which together valued approximately \$70,242,282.06.
 - b) That Mr. Marlon Plummer of Intouch Construction and Security Ltd. was awarded a total of fourteen (14) contracts by the NHT for the provision of Security Services at various locations. The referenced Security Services contracts were valued at approximately \$15,866,228.00.
 - c) That Mr. Marlon Plummer was awarded twenty-seven (27) contracts by the NHT for the execution of contracts relating, *inter alia*, to site clearance, the removal of sewage, and other remedial works, which valued approximately \$26,101,706.00.

In the foregoing regard, the OCG has concluded that the aforementioned contractors were awarded in excess of \$112,000,000.00, worth of government contracts by the NHT.

5. Having regard to the OCG's finding that 'Minor Works Agreements' had been consummated between the NHT and the referenced five (5) contractors', for the conduct of construction related works at the Water Works Housing Development, Morris Meadows Housing Development (Phases 1, 2 and 3) and the Frome Housing Development, it was noted that the Agreements contained a Clause, which spoke to the



standards and ethics which participants in the NHT's procurement process(es) should observe during the procurement and execution stages of the contract.

The OCG also noted that the referenced Clause defined corrupt and fraudulent practices as follows:

“corrupt practice” means the offering, giving, receiving or soliciting anything of value to influence the actions of an officer of the NHT in the procurement process or in the contract execution; and

...“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or contract execution and includes singular or collusive practice among bidders (prior to or after bid submission) designed to unfairly influence the contract award process, and deprive the NHT of the benefits of fair competition.

Further, and of significant import, the Agreement also provided that the NHT *“...shall reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices in obtaining this contract...may declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract from the NHT if it at any time determines that the contractor has engaged in corrupt or fraudulent practices in competing for, or in executing this contract.”*

It is instructive to note that, notwithstanding the foregoing contract provision, which speaks to the NHT's Policy against corrupt and fraudulent practices by small contractors, the OCG has seen no evidence to indicate that the NHT implemented any systems and/or procedures of checks and balances to ensure (a) compliance with the said contract terms



and (b) that the referenced project was not infiltrated by corruption and fraudulent activities.

6. The OCG has concluded that, in the case of Mr. Maurice McIntyre, who was awarded a contract by the NHT in the amount of \$2,759,833.26 for the conduct of works at the Waterworks Housing Unit, the NHT violated the NCC's instructions provided in its letter of 2006 January 4 and contravened Section 2.6 of the GPPH (2001 May) as 2007 June 21 represented the first occasion on which Mr. Maurice McIntyre became registered with the NCC and, as such, should have been deemed ineligible to be awarded government contracts.
7. The OCG, during its review of the sworn disclosures pertaining to the original contract award sums and the final sums which were paid to the contractors by the NHT, observed that there were several variations from the original sum, provided in the contract. Quite interestingly, the OCG's probe to ascertain particulars relating to the variations which were granted and/or approved by the NHT which resulted in the noted increase in the contract award sums, highlighted further disparities. The OCG found, based upon its own calculations of the original contract sums and the variation amounts which were disclosed to the OCG, as being approved by the NHT, that same were grossly inconsistent with the final contract sum which had been purported by the NHT.
8. The OCG concludes that subsequent to 2006, the NHT required, *inter alia*, that for small contractors to become eligible for the Small Contractors' Programme, such contractors were required to, *inter alia*, (a) possess a minimum of three (3) years experience as a building contractor, (b) have a proven track record in building construction (c) have adequate human resources to efficiently maintain the work programme for the duration of the contract period, (d) be registered with the NCC, (e) be in possession of a valid TCC, and (f) for contractors who had previously worked in the programme, exhibit a satisfactory level of performance on projects.



The OCG, however, and based upon certain representations which were made by the referenced five (5) contractors during the conduct of several interview sessions, found the following:

- i. That Mr. Lucien Lawrence, and Mr. Maurice McIntyre had no experience and/or accreditation in building construction; and
- ii. That all five (5) of the referenced contractors indicated that the NHT Projects were not completed with the support and/or assistance of any staff which was employed by them and that all works had been completed solely by them.

In this regard, the OCG is of the considered opinion that the selection process which was employed by the NHT in enlisting the five (5) referenced contractors proved to be ineffective in satisfying the NHT's own Eligibility Requirements and, by extension, failed to validate and verify the competence of the subject contractors.

9. The OCG has concluded that the NHT failed to report to the OCG, by way of its QCA reporting requirement, and during the prescribed reporting period(s), the following three (3) contracts which were awarded by the NHT to three (3) of the referenced contractors under the Small Contractors' Programme:
 - i. Contract which was awarded to Ms. Amoy Guthrie, in the amount of \$3,685,072.08, for the construction of housing units at the Frome Housing Development;
 - ii. Contract which was awarded to Mr. Marlon Plummer, in the amount of \$3,685,072.08, for the construction of housing units at the Frome Housing Development; and



- iii. Contract which was awarded to Mr. Maurice McIntyre, in the amount of \$3,685,072.08 for the construction of housing units at the Frome Housing Development.

In the foregoing regard, the failure of the NHT to comply with a lawful requirement of the OCG, amounts to a breach of Section 29 (b) (ii) of the Contractor General Act.

10. The OCG has concluded that the NHT awarded a total of eighteen (18) contracts for the provision of Security Services to Intouch Construction and Security Ltd. at several NHT sites, which had an aggregated value of approximately J\$16,750,328.00.

However, based upon a review of Intouch Construction and Security Ltd.'s NCC Registration file, the OCG found that the said company was duly registered by the NCC on 2007 June 20, in the category of Safety and Security Services, with an expiration date of 2008 June 19. The OCG also found that the referenced registration date represented the first occasion in which the subject company was registered by the NCC in the category of Safety and Security Services.

In the foregoing regard, the OCG has concluded that the three (3) contracts which were awarded to Intouch Construction and Security Ltd. prior to 2007 June 20, were awarded in violation of Section 2.6 of the GPPH (2001 May) which stipulates that "*Contractors desiring participation in public sector procurement opportunities must be registered with the NCC.*"

11. The OCG has concluded that the award of contract to Mr. Marlon Plummer/ Intouch Construction and Security Ltd., by the NHT, in the amount of \$1,954,500.00, for the construction of fifty 50 marl pads to accommodate units at the Waterworks Housing Development, Westmoreland, was done in violation of Section 2.6 of the then applicable



GPPH (2001, May) based upon the fact that as at 2006 July 31, the date of the Tender Opening, Mr. Plummer was not registered with the NCC.

In point of fact, the OCG found that subsequent to the expiration of Intouch Construction and Security Ltd.'s registration of 2006 May 25, re-registration was only sought by the referenced company on 2006 September 7. Further, the Tender Receival Form, which was prepared by the NHT on 2006 July 31, did not represent that a valid NCC Certificate was submitted by Intouch Construction and Security Ltd.

12. The OCG, has concluded that during the period in which the referenced NHT 'small contractors' were registered by the NCC, the NCC Registration process was based upon a system of 'trust' which did not involve a 100% vetting of all NCC Applications which were submitted. As such, the OCG found that several Applications which were submitted, inclusive of Applications which were submitted by the five (5) referenced contractors, contained false representations, errors and falsified supporting documentation which was used in fortifying the contractors.

In this regard, the NCC Register was inundated with varying levels of fraud and corruption, and as such, the OCG is of the considered view that the five (5) referenced contractors, amongst others, were able to conspire and manipulate the NCC Contractor Registration process in an effort to meet the requisite NCC requirements.

13. The OCG has concluded that Mr. Marlon Plummer provided assistance and guidance to the other four (4) contractors in completing their applications to the NCC, and that Mr. Marlon Plummer was in turn assisted by Ms. Mitzie Davis, a former employee of the OCG with the registration process.



14. Having regard to the NHT's Eligibility Requirements which are detailed herein, the OCG has concluded that the referenced contractors were ineligible for engagement under the NHT's Small Contractors' Programme based upon, *inter alia*, the fact that none of the referenced contractors were able to provide the OCG with a documented track record of any construction related experience which they possessed prior to inclusion in the NHT's Small Contractors' Programme. This is also buttressed by the fact that all five (5) of the referenced contractors informed the OCG that none of the individuals who they had listed as members of their staff complement assisted them in the execution of any works which was conducted under the auspices of the NHT's Small Contractors' Programme and that all works had been performed solely by them.
15. The OCG has also concluded that a due diligence exercise was conducted by the NHT which entailed (a) checking the NCC's website to ensure that the contractors were appropriately registered, (b) scrutiny of the original copies of TCCs which were submitted to ensure validity and (c) the close monitoring of construction works to ensure that same were being performed in accordance with the terms and condition of the contract.
16. The OCG has concluded that the NHT relied solely on the NCC's registration process in the selection of contractors for its Small Contractors' Programme and failed to provide an independent level of management and/or supervisory oversight to its selection process for the referenced Programme to ensure that the individual and/or companies that were selected were (a) competent (b) qualified and (c) experienced to efficiently execute works under the said Programme.
17. The OCG has concluded that while the referenced five (5) contractors listed several individuals as employees of their respective businesses, on their Applications to the NCC, such persons were never actually employed.



In point of fact, the five (5) contractors testified to the OCG that all works that had been executed under the auspices of the NHT Small Contractors' Programme were performed solely by them. Additionally, the five (5) contractors were also unable to provide the OCG with any substantive documentation to prove that the individuals listed by them had ever been employed to their businesses.

18. Having regard to the sworn declarations which were made to the OCG by the referenced contractors, amongst other things, the OCG has concluded, that the five (5) contractors fraudulently (a) misrepresented the staff complement of their respective businesses to the NCC and (b) misrepresented work related experiences gained by them in the construction industry, and, thereby, egregiously violated Provision number 15 of the NCC Works Application Form, which states, *inter alia*, as follows:

“IF THE INFORMATION PROVIDED BY THE APPLICANT ON WHICH EVALUATION AND AWARD(S) WERE BASED IS FOUND TO BE ERRONEOUS THEN THE CONTRACTOR (S) SHALL NOT BE REGISTERED, OR IF ALREADY REGISTERED, THE REGISTRATION WILL BE REVOKED”.

19. The OCG has concluded that during the period in which the works were to be executed under the NHT's Small Contractors' Programme, three (3) of the five (5) contractors, namely: Ms Amoy Guthrie, Mr. Maurice McIntyre and Mr. Lucien Lawrence, were gainfully employed, on a full time basis and such, it brings into question whether the three (3) named contractors had, in fact, executed the works.
20. Having regard to the OCG's finding which revealed that, on at least two (2) occasions, identical replicas of NCC Application Forms were re-submitted to facilitate a NCC Re-registration process for two (2) of the referenced five (5) contractors, the OCG questions the legality of such registrations and is of the considered opinion that the said Application



Form may have been fabricated and reproduced to facilitate the said re-registration process.

Of note, the OCG's view is also compounded by the fact that, having conducted an internal investigation, one of its very own employees, now former, was found, *inter alia*, to have assisted several contractors in completing their Application Forms. The referenced employee was referred by the OCG to the Fraud Squad and the DPP for further criminal investigations to be undertaken and is now before the Courts on multiple charges.

21. The OCG has concluded based upon the overwhelming evidence reported herein, that Mr. Marlon Plummer, Mr. Maurice McIntyre, Mr. Lucien Lawrence and Ms. Amoy Guthrie colluded in presenting false and fraudulent documentations to the NCC pertaining to their business' staff complement and building construction experience, which resulted in the unlawful registration of the said companies by the NCC.
22. The OCG has concluded that Mr. Marlon Plummer supplied Ms. Amoy Guthrie, Mr. Maurice McIntyre and Mr. Lucien Lawrence with the academic and professional credentials of Mr. Neville Cookhorne and Mr. Richard Beckford, who were both employees of the NHT, and had recommended that same be utilized for meeting the registration requirements of the NCC.
23. The OCG has concluded that there were several inconsistencies as it regards (a) the relationship and/or association between and among the implicated NHT personnel and the referenced five (5) contractors and (b) the means by which Mr. Marlon Plummer came in possession of the academic and professional credentials of the said NHT employees. The following inconsistencies were noted:



- i. That despite the fact that Mr. Marlon Plummer, Mr. Lucien Lawrence, Mr. Maurice McIntyre and Ms. Amoy Guthrie were in possession of the academic and professional credentials of Mr. Richard Schloss, Mr. Neville Cookhorne and Mr. Richard Beckford, the named NHT employees testified to the OCG that they were unaware as to how the named contractors came in possession of their particulars.
- ii. That the implicated NHT personnel also testified that they were only acquainted with Mr. Marlon Plummer and did not know the other four (4) contractors. Notwithstanding the foregoing, it is instructive to note that Mr. Richard Beckford had earlier conceded to the OCG that he had in fact provided Mr. Marlon Plummer with copies of his academic and professional credentials for the purpose of supporting Mr. Plummer's 'contractor status'; and that Mr. Neville Cookhorne informed the OCG that he was approached by Mr. Marlon Plummer who asked that he act as a reference for him, in an effort to upgrade his NCC contractor status.
- iii. That Mr. Richard Schloss, despite testifying to the OCG that he did not know any of the referenced contractors, had earlier disclosed to the OCG, during a taped interview, that he not only knew Ms. Amoy Guthrie but that he had recommended her for works at the Frome Housing Development. Mr. Schloss had also disclosed during the said interview that he had also worked with Mr. Marlon Plummer, Mr. Lucien Lawrence, Mr. Maurice McIntyre, and Mr. Johan O'Gilvie under the NHT's Small Contractors' Programme.

In addition, it is instructive to note that Mr. Schloss had testified to the OCG that he had provided Mr. Marlon Plummer with his academic and professional particulars subsequent to Mr. Plummer's request for same for the purpose of assisting in securing a Bank Loan.



24. The OCG has concluded that the five (5) contractors were in fact ‘sham contractors’, based upon the fact that they submitted false and fabricated information pertaining to the staff complement of their respective businesses, as well as work related experiences gained by them in the construction industry, in an effort to satisfy the requirements of the NCC’s registration process.
25. The OCG has concluded that Mr. Richard Beckford and Mr. Neville Cookhorne, whether knowingly or unknowingly, aided the referenced contractors to commit fraud against the NCC, by providing Mr. Marlon Plummer with copies of their academic and professional credentials for the purpose of facilitating an upgrade of Mr. Plummer’s ‘*contractor status*’.

Referrals

The OCG, in the conduct of its Investigation, is required to be guided by Section 21 of the Contractor General Act.

Section 21 of the Contractor General Act provides as follows:

“If a Contractor-General finds, during the course of his Investigations or on the conclusion thereof that there is evidence of a breach of duty or misconduct or criminal offence on the part of an officer or member of a public body, he shall refer the matter to the person or persons competent to take such disciplinary or other proceeding as may be appropriate against that officer or member and in all such cases shall lay a special report before Parliament.”³ (OCG Emphasis)

³ Contractor General Act. 1983



In respect of the foregoing provision, it is instructive to note that the OCG on 2010 January 12, provided the Fraud Squad, an investigative division of the Jamaica Constabulary (JCF), with forty- one (41) pieces of evidence Exhibits, during a meeting which had been convened between Officials of the OCG and the team from the Fraud Squad, which was headed by Inspector, Horace Forbes.

The referenced Exhibits which had been formally referred to the Fraud Squad by the OCG included the following:

- a. Originals of the completed contents of the completed National Contracts Commission (NCC) files which are maintained at the OCG for the five (5) suspected ‘sham contractors’, namely; Mr. Marlon Plummer, Mr. Johan O’Gilvie, Mr. Lucien Lawrence, Mr. Maurice McIntyre and Ms. Amoy Guthrie.
- b. Reports on the deliberation of the seven (7) interviews which were conducted by Officials of the OCG with four (4) of the five (5) suspected ‘sham contractors’, between 2009 December 22 and 2010 January 4.
- c. Reports on the deliberations of four (4) interviews which were conducted by Officials of the OCG and with four (4) members of staff of the NHT who were implicated in the subject matter.
- d. Reports on the deliberations of nine (9) meetings which were convened by Senior Officials of the OCG and certain OCG staff members, between 2009 December 28 and 2010 January 4.
- e. Audio recordings of the entire proceedings of all of the above referenced meetings and interviews.

It should be noted that the Fraud Squad, as at the date of this Report, is still conducting its investigation into the matter.



1. Having regard to those of the Findings and Conclusions and concerns of the OCG which have been set out herein and, having regard, in particular, to, *inter alia*, (a) the disparities in the finals sums which were paid to the five (5) referenced contractors and the variation sums which were accounted for by the NHT, (b) the deficiencies which have been identified in the operation and management of the NHT's Small Contractors' Programme, inclusive of the limited due diligence and/or operation oversight in the selection of small contractor, (c) the NHT's breaches of the GPPH (2001 May) and the Contractor General Act; the matter is one which, pursuant to the mandatory statutory obligations which are imposed upon a Contractor General by Section 21 of the Contractor General Act, warrants the immediate attention of the Auditor General, for such further action as she may deem fit, on the basis that there is evidence which is recorded herein, which would suggest that there was a breach of duty on the part of the Accountable Officer, and/or on the part of one or more Public Officers, of the NHT.

2. The OCG is also referring a copy of its Report of Investigation to the Director of Public Prosecutions, having regard to the failure of the NHT to report the award of certain contracts which were awarded to the 'sham contractors' to the OCG, by way of its QCA Report, for such action as the she may deem to be applicable, against the then Accountable Officer(s) of the NHT, for a failure to comply with a lawful requisition of a Contractor General, contrary to the provisions of Section 29 (b) (ii) of the Contractor General Act.

Recommendations

Section 20 (1) of the Contractor General Act mandates that “*after conducting an Investigation under this Act, a Contractor-General shall, in writing, inform the principal officer of the public body concerned and the Minister having responsibility therefore of the result of that*



Investigation and make such Recommendations as he considers necessary in respect of the matter which was investigated.” (OCG’s Emphasis)

Having regard to the foregoing, the OCG posits the following recommendations:

1. The OCG, in an attempt to excise fraud, forgery, corruption and irregularity from the NCC Works Contractor Registration process, commenced in 2010 September a 100% due diligence of the particulars of all NCC Works Contractor Application Forms. Notwithstanding, the OCG strongly recommends that the Government and Parliament of Jamaica consider the OCG’s long standing request for additional technical and administrative support services to enable the NCC’s Secretariat to, amongst other things, enhance the efficiency of the processing of Contractor applications.
2. The OCG also recommends that its aforementioned initiative, in conducting a 100% due diligence of the particulars of all NCC Works Contractor Application Forms be maintained, in an effort to continue its identification of those contractors, who provide fraudulent and/or false representations to the NCC or the OCG to be removed the GOJ’s register of contractors.
3. The OCG strongly recommends an immediate review of the procurement and public administration management practices, as well as the level of oversight and scrutiny with which the NHT’s Small Contractors’ Programme and/or any other such Programme(s) that the entity may have initiated, to ensure that adequate systems of checks and balances are in place that may speak to the credibility and integrity of the Programme.
4. The OCG recommends that Executive Agencies, such as the NHT, and other public procuring entities take a more proactive and aggressive role in developing, implementing and enforcing effective risk management systems, checks and balances and other



appropriate management systems, in an effort to mitigate against any possibility of collusion, fraud and corruption; as well as to ensure that government contracts are awarded to legitimate and competent and based on merit and impartiality.

5. The OCG recommends that NHT personnel and/or any other Public officer/official should refrain from assisting, becoming involved and/or associated with any contractor for the purposes of satisfying any of the registration requirements of the NCC; as such an act could give rise to a conflict of interest.
6. The OCG recommends, based upon the numerous incidents of fraud and corruption being committed against the NCC, and by extension the Government's Contractor Registration process and the Government of Jamaica itself, that those matters be investigated thoroughly by the Commission for the Prevention of Corruption, The Jamaica Constabulary Force, and the Office of the Director of Public Prosecution.
7. The OCG strongly recommends the immediate introduction of an 'Anti-Corruption Clause' in the terms and conditions of all government contracts, whereby every Contractor who tenders on a Government contract would be required to give warranting that no one has received or will receive, a commission, fee, or benefit of any kind in order to influence the award of the contract. The warranty would be underpinned by a further contractual undertaking, given by the Contractor, to pay to the Government a fixed penalty in the event that the warranty is discovered to have been breached.
8. With due consideration to the criminal investigations which are currently being undertaken by the Fraud Squad of the Jamaica Constabulary Force, amongst other State agencies, the OCG is also recommending that the ODPP and the Commissioner of Police, pursue such further action and/or investigation, as they both may individually deem prudent, having regard to (a) those Findings and Conclusions which are contained herein,



which speak to breaches of, *inter alia*, Section 29 (a) of the Contractor General Act by certain officers of the NHT and the five (5) referenced ‘sham contractors’.

In particular, the OCG’s recommendation is being made to aid in the continuation of the criminal investigations into the fraud which has been committed against the NCC, by the five (5) referenced contractors, and which has, in fact, been conceded to, by the said contractors, in their sworn disclosures to the OCG, and which was individually undertaken by them in their quest to become enlisted on the NCC’s Register of Government Contractors.

The OCG’s recommendation in the instant matter is buttressed by the fact that there exists contradictions between the sworn declarations which were submitted along with the respective NCC Works Contractor Application Forms by the named ‘sham contractors’ and that which has been subsequently represented to the OCG, under oath, by the said ‘sham contractors’ during the course of the OCG’s formal Investigation.

Further, and having regard to the fact that certain of the ‘sham contractors’ are (a) gainfully employed full-time in other professional fields and endeavours which are unrelated to the construction industry, (b) did not have a staff complement, and (c) who, by virtue of their sworn statements, have conceded to constructing the houses on their own, and without the assistance of other persons, the OCG is hereby recommending that further investigations be undertaken by the Commissioner of Police for a determination to be made regarding any form of collusion and/or criminal conspiracy which might have been entered into between the ‘sham contractors’ and any other person(s).

The OCG’s recommendation is made against the background that the information which is contained herein, presents *prima facie* evidence, that at least one of the contractors, who based upon the information provided, could not have, given the



full time nature, demands and vacation leave entitlements, *inter alia*, of the job to which the contractor is gainfully employed, physically and singularly constructed the houses as claimed.



TERMS OF REFERENCE

The primary objectives of the OCG's Investigation into the circumstances surrounding suspected 'sham contractors', who were awarded millions of dollars of contracts by the NHT, are to determine, *inter alia*, the following:

The primary objectives are as follows:

1. Whether there was compliance, on the part of the NHT, with the provisions of the Contractor General Act (1983), the Government of Jamaica (GOJ) Public Sector Procurement Procedures Handbook (GPPH-2001, May), the Financial Administration and Audit Act, and The Public Bodies Management and Accountability Act, in the award of any government contract to the suspected 'sham contractors'.
2. To ascertain full particulars on the contract(s) which was/were awarded to the five (5) suspected 'sham contractors' by the NHT.
3. To determine the propriety of the process which was undertaken by the NHT in the contracting process(es) which was/were executed under its Small Contractors' Programme, as it regard the engagement of the five (5) suspected 'sham contractors'.

Specific Objectives

The specific objectives are as follows:

1. To determine the circumstances which led to the award of contract(s) by the NHT to the suspected five (5) 'sham contractors'.



2. To determine the procurement methodology which was employed by the NHT in the award of contract(s) to the suspected five (5) ‘sham contractors’.
3. To identify the process(es) which led to the inclusion of the suspected ‘sham contractors’ in the NHT’s Small Contractors’ Programme.
4. To determine whether any Official(s) and/or Officer(s) of the NHT was/were directly involved in and/or associated with the referenced procurements and/or has/had any pecuniary and/or undisclosed interest in the business(es) which was/were established by the five (5) suspected ‘sham contractors’.
5. To identify the procurement and contract award process(es) which was/were employed by the NHT, or by anyone acting on its behalf, which led to the award of contract(s) to the five (5) suspected ‘sham contractors’ for (a) the construction of NHT houses and/or minor works, (b) the provision of security services and (c) site clearance and/or the removal of debris.
6. To identify the role, involvement and/or affiliation, if any, of any NHT Officer(s) and/or Official(s) in the award of the contract(s) to the five (5) suspected ‘sham contractors’.
7. To ascertain whether there were any breaches of the GOJ Public Sector Procurement Guidelines (2001 May) on the part of any Official/Officer at the NHT and/or anyone acting on their behalf, in the award of contract(s) to the five (5) suspected ‘sham contractors’.
8. To ascertain whether the contract award process(es), for the referenced contract(s) was/were fair, impartial, transparent, and devoid of irregularity and/or impropriety.



9. To ascertain whether there was any *prima facie* evidence which would suggest impropriety on the part of any Official/Officer at the NHT and/or anyone acting on their behalf, which contributed to the award of contract (s) to the suspected ‘sham contractors’.
10. To determine the extent to which the OCG and/or the NCC influenced and/or facilitated the registration and/or re-registration of the alleged five (5) ‘sham contractors’.
11. To determine the extent to which any Officer/Official of the NHT facilitated and/or influenced the registration and/or re-registration of any of the alleged ‘sham contractors’.
12. To determine the extent of the management and/or supervisory oversight which was provided by the NHT for its Small Contractors’ Programme, including any checks and balances, and/or any due diligence exercises, which were conducted by the NHT, independent of the NCC’s registration process, to ensure that the individual and/or companies that were selected were (a) competent, (b) qualified and (c) experienced to efficiently execute works under the said Programme.



METHODOLOGY

The OCG, in the conduct of its Investigations, has developed standard procedures for evidence gathering. These procedures have been developed and adopted pursuant to the powers which are conferred upon a Contractor General by the 1983 Contractor General Act.

It is instructive to note that Section 17 (1) of the Contractor General Act empowers a Contractor General **“to adopt whatever procedure he considers appropriate to the circumstances of a particular case and, subject to the provisions of (the) Act, to obtain information from such person and in such manner and make such enquiries as he thinks fit.”** (OCG Emphasis).

The Terms of Reference of the OCG’s Investigation into the circumstances surrounding the award of millions of dollars of contracts to suspected ‘sham contractors’ by the NHT over the period 2006 June to 2009 June, were primarily developed in accordance with those of the mandates of the Contractor General as are stipulated in Section 4 (1) and Section 15 (1) (a) to (d) of the Contractor General Act.

The Terms of Reference of the Investigation, and the development of the written Requisitions/Questionnaires that were utilized throughout the course of the Investigation, were guided by the OCG’s recognition of the far-reaching responsibilities and requirements that are imposed, *inter alia*, upon Public Officials and Public Officers by applicable Government Procurement Procedures, the Contractor General Act, the Financial Administration and Audit Act (FAA Act), the Public Bodies Management and Accountability Act and the Corruption Prevention Act.

In addition, the OCG was guided by Section 21 of the Contractor General Act which provides that **“If a Contractor-General finds, during the course of his Investigations or on the conclusion thereof that there is evidence of a breach of duty or misconduct or criminal offence**



on the part of an officer or member of a public body, he shall refer the matter to the person or persons competent to take such disciplinary or other proceeding as may be appropriate against that officer or member and in all such cases shall lay a special report before Parliament.”

(OCG Emphasis)

A Letter of Initiation, which was dated 2010 April 20, was sent by the OCG to the then Prime Minister of Jamaica, the Hon. Orette Bruce Golding, the Permanent Secretary in the OPM, Ms. Onika Miller, the then Chairman of the NHT Board of Directors, Mr. Howard Mitchell and the then Acting Managing Director of the NHT, Mr. Donald Moore.

A subsequent Media Release, which was also dated 2010 April 20, was sent to members of the media and, by extension, the public outlining the allegations which were made and the rationale supporting the OCG's decision to formally launch an Investigation into the foregoing circumstances.

A Requisition/Questionnaire was also prepared and directed on 2010 June, 4, to the following persons:

1. Mr. Marlon Plummer, NHT Small Contractor and suspected 'sham contractor';
2. Ms. Amoy Guthrie, NHT Small Contractor and suspected 'sham contractor';
3. Mr. Lucien Lawrence, NHT Small Contractor and suspected 'sham contractor';
4. Mr. Johan O'Gilvie, NHT Small Contractor and suspected 'sham contractor';
5. Mr. Maurice McIntyre, NHT Small Contractor and suspected 'sham contractor'; and
6. Mr. Donald Moore, Senior General Manager, NHT.

The OCG, on 2011 August 16, also sent a Requisition/Questionnaire to the following NHT Personnel:



1. Mr. Andre Christie, Project Officer, NHT;
2. Mr. Aubyn Perkins, Manager, Project Services, NHT;
3. Mr. Earl Saunders, Resident Engineer, NHT;
4. Mr. Neville Cookhorne, Project Officer, NHT;
5. Mr. Richard Beckford, Project Officer, NHT;
6. Mr. Courtney Lawrence, Project Officer, NHT;
7. Mr. Dane Hanse, Project Manager, NHT;
8. Ms. Peta – Ann Dick, Project Officer;
9. Mr. Seric Smith, Project Officer, NHT;
10. Mr. Omar Stanley, Clerk of Works, NHT;
11. Mr. Quinton Masters, Assistant General Manager, NHT;
12. Mrs. Shani Dacres- Lovindeer, Senior Project Manager, NHT;
13. Mr. Clive Davis, Senior Project Manager, NHT;
14. Mr. Keith Clarke, Manager Interim Finance, NHT; and
15. Mr. Norris Duncan, Project Officer, NHT.

It is instructive to note that the OCG on 2011 August 29, also prepared and sent a Requisition/Questionnaire to Ms. Janice Murdock, Branch Manager, RBC Royal Bank.

Further the OCG prepared and sent initial and Follow-up Requisitions/Questionnaires to Mr. Michael Taylor, Assistant General Manager, Project Management, NHT, on 2011 August 15, 2011 October 20 and 2011 November 2, respectively.

Follow-up Requisitions/Questionnaires were prepared by the OCG and sent to Mr. Donald Moore on 2011 June 14 2011, August 15 and 2011 October 20, respectively. Follow-up Requisitions/ Questionnaires were also prepared on 2011 July 1 and 2011 August 29 and sent to Ms. Amoy Guthrie, Mr. Johan O’Gilvie, Mr. Maurice McIntyre, Mr. Marlon Plummer and Mr. Lucien Lawrence.



The Requisitions/Questions which were utilised by the OCG included specific questions that were designed to elucidate critical information from Respondents on the matters which were being investigated.

However, in an effort to not limit and/or exclude the disclosure of information which was germane to the Investigation but which might not have been specifically requisitioned by the OCG, the OCG asked all Respondents the following question:

“Are you aware of any additional information which you believe could prove useful to this Investigation or is there any further statement in regard to the Investigation which you are desirous of placing on record? If yes, please provide full particulars of same.”

Very importantly, the form of written Requisition, which was utilised by the OCG, also required each Respondent to provide, under the pain of criminal prosecution, complete, accurate and truthful written answers to a specified list of written questions and to make a formal declaration attesting to the veracity of same before a Justice of the Peace.

The Requisitions were issued pursuant to the powers that are reserved to the Contractor General under the Contractor General Act and, in particular, under Sections 4, 15, 17, 18 and 29 thereof. The Requisitions were also issued pursuant to Sections 2 and 7 of the Voluntary Declarations Act and Section 8 of the Perjury Act.

It is instructive to note that **Section 18 (2) of the Contractor-General Act** provides that *“Subject as aforesaid, a Contractor-General may summon before him and examine on oath –*

- a. any person who has made representations to him; or*



b. any officer, member or employee of a public body or any other person who, in the opinion of the, Contractor-General is able to furnish information relating to the Investigation,

and such examination shall be deemed to be a judicial proceeding within the meaning of section 4 of the Perjury Act.” (OCG Emphasis)

Further, **Section 18 (3) of the Contractor-General Act** provides that, **“For the purposes of an Investigation under this Act, a Contractor-General shall have the same powers as a Judge of the Supreme Court in respect of the attendance and examination of witnesses and the production of documents”**. (OCG Emphasis)

Section 2 (1) of the Voluntary Declarations Act provides that, **“In any case when by any statute made or to be made, any oath or affidavit might, but for the passing of this Act, be required to be taken or made by any person or persons on the doing of any act, matter, or thing, or for the purpose of verifying any book, entry, or return, or for any other purpose whatsoever, it shall be lawful to substitute a declaration in lieu thereof before any Justice; and every such Justice is hereby empowered to take and subscribe the same.”** (OCG Emphasis)

Section 7 of the Voluntary Declarations Act provides that, **“In all cases when a declaration in lieu of an oath or affidavit shall have been substituted by this Act, or by virtue of any power or authority hereby given, or when a declaration is directed or authorized to be made and subscribed under the authority of this Act, or of any power hereby given, although the same be not substituted in lieu of an oath, heretofore legally taken, such declaration, unless otherwise directed under the powers hereby given, shall be in the form prescribed in the Schedule.”**



Section 8 of the Perjury Act provides, *inter alia*, that, “Every person who knowingly and willfully makes (otherwise than on oath) a statement false in a material particular and the statement is made-

(a) in a voluntary declaration; or

(b) in any oral declaration or oral answer which he is required to make by, under, or in pursuance of any enactment for the time being in force, shall be guilty of a misdemeanour, and liable on conviction on indictment thereof to imprisonment with hard labour for any term not exceeding two years, or to a fine, or to both such imprisonment and fine”.

The material import of the foregoing, *inter alia*, is that the sworn and written evidence that is provided to a Contractor General, in response to his Statutory Requisitions, during the course of his Investigations, is (a) provided in accordance with certain specified provisions of the Statutory Laws of Jamaica, and (b) provided in such a manner that if any part thereof is materially false, the person who has provided same would have, *prima facie*, committed the offence of Perjury under Section 8 of the Perjury Act and, as will be seen, would have also, *prima facie*, committed a criminal offence under Section 29 (a) of the Contractor General Act.

The OCG considers the above-referenced evidence-gathering procedures to be necessary in order to secure, *inter alia*, the integrity and evidentiary cogency of the information which is to be elicited from Respondents. The implications of the subject requirements also serve to place significant gravity upon the responses as well as upon the supporting documents which are required to be provided by Respondents.

It is instructive to note that the OCG, in the conduct of its Investigation, prefers to secure sworn written statements and declarations from Respondents, under the pain of criminal prosecution. This ensures, *inter alia*, that there is no question as to what has been represented to the OCG. Nor will there be any doubt as to the integrity or credibility of the



information which is furnished to the OCG and on which its consequential Findings, Conclusions, Referrals and Recommendations will be necessarily based.

The OCG also went to great lengths to ensure that Respondents were adequately and clearly warned or cautioned that should they mislead, resist, obstruct or hinder a Contractor General in the execution of his functions or fail to provide a complete, accurate and truthful response to any of the Requisitions or questions which were set out in its Requisition, they would become liable, *inter alia*, to criminal prosecution under Section 29 of the Contractor General Act.

Section 29 of the Contractor-General Act provides as follows:

“Every person who –

- (a) willfully makes any false statement to mislead or misleads or attempts to mislead a Contractor-General or any other person in the execution of his functions under this Act; or*
- (b) without lawful justification or excuse –*
 - i. obstructs, hinders or resists a Contractor-General or any other person in the execution of his functions under this Act; or*
 - ii. fails to comply with any lawful requirement of a Contractor General or any other person under this Act; or*
- (c) deals with documents, information or things mentioned in section 24 (1) in a manner inconsistent with his duty under that subsection,*

shall be guilty of an offence and shall be liable on summary conviction before a Resident Magistrate to a fine not exceeding five thousand dollars or to imprisonment for a term not exceeding twelve months or to both such fine and imprisonment.”



Further, in addition to the sworn written answers which the Respondents were required to provide, the OCG also requested that in respect of the assertions and/or information which were to be provided, Respondents should submit documentary evidence to substantiate the statements that were made.

Requisitions/Questionnaires were directed by the OCG to the Public Officers/Officials who are listed below. In addition, comprehensive reviews of certain relevant information were undertaken by the OCG to assist it in its Investigation. Details of these are also summarized below.

1. The following Public Officials/ Officers were required to provide sworn written responses to formal Requisitions which were directed to them by the OCG:
 - a. Mr. Donald Moore, Senior General Manager, NHT;
 - b. Mr. Michael Taylor, Assistant General Manager, NHT;
 - c. Mr. Andre Christie, Project Officer, NHT;
 - d. Mr. Aubyn Perkins, Manager, Project Services, NHT;
 - e. Mr. Earl Saunders, Resident Engineer, NHT;
 - f. Mr. Neville Cookhorne, Project Officer, NHT;
 - g. Mr. Richard Beckford, Project Officer, NHT;
 - h. Mr. Courtney Lawrence, Project Officer, NHT;
 - i. Mr. Dane Hanse, Project Manager, NHT;
 - j. Ms. Peta – Ann Dick, Project Officer, NHT;
 - k. Mr. Seric Smith, Project Officer, NHT;
 - l. Mr. Omar Stanley, Clerk of Works, NHT;
 - m. Mr. Quinton Masters, Assistant General Manager, NHT;
 - n. Mrs. Shani Dacres- Lovindeer, Senior Project Manager, NHT;
 - o. Mr. Clive Davis, Senior Project Manager, NHT;



- p. Mr. Keith Clarke, Manager Interim Finance, NHT; and
 - q. Mr. Norris Duncan, Project Officer, NHT.
2. Follow-up Requisition/Questionnaire, requesting clarification on certain issues, was directed by the OCG to the following Public Official/ Officers:
- a. Mr. Donald Moore, Senior General Manager, NHT; and
 - b. Mr. Michael Taylor, Assistant General Manager, NHT.
3. The OCG also required that the following individuals who were involved in the NHT's Small Contractors' Programme and who were directly implicated in the irregularities and fraud which were detected in this matter to provide sworn written responses to formal Requisitions:
- a. Mr. Marlon Plummer;
 - b. Mr. Lucien Lawrence;
 - c. Mr. Maurice McIntyre;
 - d. Mr. Johan O'Gilvie; and
 - e. Ms. Amoy Guthrie.

It is instructive to note that several Follow-up Requisitions were directed to the above mentioned individuals, throughout the course of this Investigation, in an effort to clarify certain issues which were identified inclusive of inconsistencies and gaps in the declarations which were initially provided by the said individuals.

4. The OCG, during the period 2009 December 22, through to 2010 January 5, conducted interviews with four (4) of the five (5) suspected 'sham contractors', as well as with specific NHT personnel who were implicated in the referenced matter and who the OCG had a keen



interest in based upon the nature of their involvement and/or association with the suspected ‘sham contractors’.

The following interviews were conducted by the OCG on the below stated dates:

- a. Mr. Maurice McIntyre – 2009 December 22, and 2009 December 30;
- b. Mr. Johan O’Gilvie - 2009 December 23;
- c. Mr. Lucien Lawrence- 2009 December 23;
- d. Mr. Marlon Plummer – 2009 December 23, 2009 December 31, and 2010 January 4;
- e. Mr. Neville Cookhorne- 2009 December 29;
- f. Mr. Richard Beckford- 2009 December 29;
- g. Mr. Michael Taylor- 2009 December 30; and
- h. Mr. Richard Schloss- 2010 January 5.

Having regard to the serious nature of this Investigation, particularly, considering the fact that at least one OCG Senior Officer was the subject of a death threat, in relation to this Investigation, the OCG took the decision to remove the names of the OCG Officers who were intricately involved in the conduct of the above referenced interviews.

5. The OCG, in 2009 December, commenced an intensive Audit of the NCC Works Contractor Registration System which was related to a group of five (5) irregular contractor re-registration applications, all of which linked five (5) Government contractors. The OCG’s Audit disclosed what appeared to be significant irregularities regarding, among other things, the administration of the NHT’s Small Contractors’ Programme.



6. The OCG, on 2010 January 8, dispatched to the NHT a team of three (3) OCG Officers who paid an unannounced visit to the Public Body to access and sequester all documents which related to the NHT's Small Contractors' Programme.



FINDINGS

THE COMMENCEMENT OF THE OCG'S INVESTIGATION

The Office of the Contractor General's (OCG's) decision to commence this Investigation on 2010 April 20, followed upon its conduct of an intensive Audit of the NCC Works Contractor Registration System in 2009 December, and the material particulars and irregularities which were uncovered, that related to a group of five (5) irregular NCC Contractor Re-registration Applications. The Contractor Re-registration Applications, in question, linked five (5) Government contractors in what was alleged to be a criminal conspiracy involving the award of Government contracts by the National Housing Trust (NHT).

In pursuit of the referenced Audit, the OCG reviewed, *inter alia*, the following files as it regards works which were undertaken by the suspected 'sham contractors' under the NHT's Small Contractors' Programme:

1. Contract Documents;
2. Payment Records;
3. Project and Administrative Files;
4. Relevant Correspondence; and
5. Contractor Registration and Re-registration Applications .

The preliminary Findings of the OCG's Audit suggested, *inter alia*, the following:

1. That the procurement and contract management practices of the NHT, as they relate to the suspected 'sham contractors', and the administration of the NHT's Small Contractors' Programme were irregular, improper and lacking in transparency and fairness;



2. That certain Government contracts that were awarded to the suspected ‘sham contractors’ by the NHT, might not have been awarded in accordance with the relevant provisions of the Contractor General Act, the Government Procurement Procedures and/or the Public Sector Procurement Regulations, 2008;
3. That the NHT awarded approximately \$87 Million worth of contracts to the five (5) suspected ‘sham contractors’ over a period of four (4) years, under what appeared to be highly irregular circumstances.
4. That the five (5) suspected ‘sham contractors’, namely: Mr. Marlon Plummer, proprietor of Intouch Construction and Security Ltd.; Ms. Amoy Guthrie; Mr. Johan O’Gilvie, proprietor of Johan O’Gilvie & Associates; Mr. Maurice McIntyre; and Mr. Lucien Lawrence, produced fraudulent contractor registration documents to the National Contracts Commission (NCC), which led to them being awarded lucrative government contracts.
5. That the fraudulent activities of the above named ‘sham contractors’ as it regards their contractor registration status with the NCC may have been facilitated by officers within the NCC’s Secretariat.

It is instructive to note that the OCG, prior to the official launch of its Investigation, conducted formal interviews with four (4) of the referenced five (5) ‘suspected ‘sham contractors’, as well as with four (4) of the NHT personnel who were implicated in the subject matter.

Having regard to the material content of the OCG’s discovery, as it regards the referenced Audit and formal interviews, the OCG was of the considered view that the particulars and irregularities which were found necessitated a more intensive probe, which would facilitate the submission of sworn statements and documentary evidence, secured under, and pursuant to the exercise of, the



full powers of Investigation that are reserved to a Contractor General by the Contractor General Act.



A REVIEW OF THE NHT SMALL CONTRACTORS' PROGRAMME

The Conceptualization of the NHT's Small Contractors' Programme

In an attempt to ascertain full particulars of the NHT's Small Contractors' Programme, inclusive of the intricacies of its operation, as well as the procedures by which it was governed, under the review period, the OCG, by way of its Statutory Requisition which was dated 2010 June 4, required that Mr. Donald Moore, Acting Senior General Manager, Construction and Development, NHT, provide a detailed response to the following question:

"Please provide an Executive Summary detailing the particulars of the National Housing Trust's (NHT's) Small Contractor's Programme. The summary should detail:

- i. The rationale for the development and implementation of the Small Contractor's Programme;*
- ii. The date on which the Small Contractor's Programme was implemented;*
- iii. A copy of the documented policy (ies) and/or procedure(s) which govern the NHT's Small Contractor's Programme..."⁴*

Mr. Donald Moore, in his sworn response which was dated 2010 June 24, provided the following account of the NHT's Small Contractors' Programme (SCP):

*"...the use of 'small contractors' to undertake the construction of housing units began with Meadow Land, Clarendon in 1977. The programme at that stage would more aptly be referred to as a Community Builders Programme. **The NHT had no requirement for the builders to have construction equipment (except for tools used in the construction of houses) or to employ the services of academically qualified technical personnel.** Builders were generally skilled tradesmen (masonry, carpentry and electricians) who*

⁴ OCG Requisition which was dated 2010 June 4, Question No. 1



were able to coordinate the other skilled workers and labourers required in house construction and would themselves apply their particular skill. All house (sic) built under the programme was, and continues to be, single-storey made of block and steel.

The builders who were initially engaged in the programme had previously constructed houses for individuals who accessed loans from the NHT through the Build-On-Own-Land programme. The best of these builders were engaged by the NHT when the decision was made for the NHT to complete units in several projects that were started but not completed by the Ministry of Housing. As the NHT sought to start the renovation work on houses, it was hard pressed in each community to engage the recommended builders from that community. In order to identify competent builders from among the persons recommended, the NHT utilized a Contractor's Questionnaire Form ... which was in use in the BOL programme. The requirements for selection were a TCC and experience in house construction. The veracity of the information submitted was investigated by the relevant Project Manager. The NHT allowed a maximum of 40% of the units to be built by builders who had not previously worked with the NHT. The selection of Contractors for the programme changed when it was approved by the NCC. As at 2006, the contractors were required to be registered with the NCC in addition to being in possession of a valid TCC.⁵ (OCG Emphasis)

Mr. Moore added that the rationale for the NHT's Small Contractors' Programme was to, *inter alia*,

“...allow for the development of community based builders, to allow for the employment of local skills and labour and to encourage economic activities in the communities, to develop a capacity for the construction of relatively small numbers of NHT standard

⁵Mr. Donald Moore's response which was dated 2010 June 24, Response No. 1



designed houses, and to achieve lower cost housing as a result of, inter alia, the bulk purchasing of materials and low overheads.”⁶

As it regards the date on which the referenced Programme was implemented, Mr. Moore stated the following:

“The institutional memory on exactly when this approach, of having labour only contracts with materials and technical oversight provided by the NHT, was named the SCP is not clear. Suggestions are that this was done in the 1980’s.”⁷

Mr. Donald Moore also informed the OCG that *“The policy governing the SCP is as is outlined in the NHT’s letter to the National Contracts Commission (NCC) and the NCC’s approval...”*

The referenced NCC letter, which was dated 2006 January 4, and that was sent by Mr. Donald Miller, the then Chairman of the NCC, to Mrs. Patricia Sinclair McCalla, the then Permanent Secretary, in the OPM stated, *inter alia*, the following:

“We refer to letter of 2005 December 13 from Mr. Donald Moore, General Manager, Construction and Development at the National Housing Trust (NHT), regarding the captioned matter.

The National Contracts Commission (NCC) considered the matter at its meeting held on 2005 December 21 and agreed that the procuring entity may continue its Small Contractors’ Programme providing that, in accordance with the established procedures of the GoJ Procurement Policy Guidelines the contractors are registered with the NCC as Approved Works Contractors in the Building Construction Category, and the

⁶ Mr. Donald Moore’s response which was dated, 2010 June 24, Response No.1

⁷ Mr. Donald Moore’s response which was dated, 2010 June 24, Response No.1



contracts are below the NCC threshold of \$4M. Transparency and advertising should remain important features.

*The NHT may wish, at its entire discretion, to review the name of the Programme, to reflect the salient features set out on the paper attached to the letter, i.e. “Labour & Small Materials Contracts”, “Housing Construction”, “Community based” and Local Contractors”.*⁸(OCG Emphasis)

Based upon the information which was provided by Mr. Donald Moore, in his referenced sworn response, the OCG found, *inter alia*, the following to be of significant import:

1. That the use of ‘small contractors’ to undertake the construction of NHT housing units commenced in 1977 with the Community Builders Programme. Mr. Moore expressed that under this programme, the NHT had no requirement for the Builders to have construction equipment (except for tools used in the construction of houses) or to employ the services of academically qualified technical personnel. In addition, it was expressed that the contractors were generally skilled tradesmen who were able to coordinate and apply their particular skill as was required.
2. That a ‘Contractor’s Questionnaire Form’, which was prepared by the NHT, was used to identify competent Builders from among the persons recommended for the referenced Programme.
3. That the requirements for selection to the Programme were that contractors were to be in possession of a valid Tax Compliance Certificate (TCC) and were to be experienced in the construction of houses.

⁸ NCC letter of 2006 January 4, which was sent to Mrs. Patricia Sinclair McCalla by Mr. Donald Miller.



4. That the veracity of the said information which was submitted by individuals for entry into the Programme was to be investigated by the assigned Project Manager.
5. That the NHT allowed a maximum of 40% of the housing units to be built by ‘builders’ who had not previously worked with the NHT.
6. That the selection process of Contractors for the Programme changed in 2006 when it was required that all small contractors were required to be registered with the NCC in addition to being in possession of a valid TCC.

The NHT’s Small Contractors’ Programme and the Labour and Small Materials Programme

Proceeding from the OCG’s preliminary Audit, it was found that the terms ‘Small Contractors Programme’ and ‘Labour and Small Materials Programme’ were being used interchangeably on documents which were retrieved from the NHT. Consequently, the OCG, by way of its Requisitions which were dated 2011 August 16, requested that certain Officers of the NHT, who were reported to have been intricately involved with the operations of the NHT’s Small Contractors’ Programme respond to the following questions:

“Please indicate whether you are aware of the National Housing Trust’s (NHT’s) Small Contractor’s Programme and/or the NHT’s Labour and Small Materials Programme”.

“Please provide, to the best of your knowledge, a conceptualized distinction, if any, between the NHT’s Small Contractor’s Programme and the NHT’s Labour and Small Materials Programme.”⁹

⁹ OCG Requisitions of 2011 August 16 which were issued to certain NHT Personnel.



The OCG found that while all the NHT personnel who were requisitioned had knowledge of the NHT's Small Contractors Programme, many were unaware of a distinction between the NHT's Small Contractors Programme and the NHT's Labour and Small Materials Programme and regarded both programmes to be conceptually the same.

The OCG found, however, that Mr. Clive Davis, Senior Project Manager, NHT, in his sworn response, which was dated 2011 September 12, noted the following distinction:

“Concept of NHT's Small Contractor's Programme:

- a. This was conceptualized on the basis that the NHT purchased **all materials** and paid the Small contractors for **labour only**.*
- b. From the NHT's Operational Plan a scheme with Serviced lots would be selected to be developed under the NHT's Small Contractor's Programme.*
- c. A list of Contractors would be prepared from Contractors working under the Build on Own Land & Home Improvement Programme and other local Contractors would be invited from the surrounding areas. Those invited from the surrounding areas would be required to complete a Contractor's Questionnaire (for background, history, experience, technical & financial capacity etc.) for possible selection.*
- d. The Contract is priced by the NHT and signed by the Contractor agreeing to the price.*
- e. **In the initial stage of this Programme, the National Contracts Commission Registration** was not in existence.*



Concept of NHT's Labour and Small Materials Programme:

- a. *This was conceptualized on the basis that the NHT purchased some materials (cement, blocks, steel, lumber etc.) and the NHT paid the Small Contractors for labour in addition to equipment and small building items (Sundries, Electrical fittings and fixtures, sand, aggregates, marl etc.).*
- b. *The Contractor under this programme is reimbursed for the small items.*
- c. *The Contract is priced by the NHT and signed by the Contractor agreeing to the price*
- d. *Contractors had to be registered with the National Contracts Commission Registration before they could be considered for selection.*¹⁰

The OCG also found that Mr. Keith Clarke, Manager, Interim Finance, NHT, in his sworn response, which was dated 2011 September 7, stated that the “... 2 programmes are essentially the same where the NHT provides the main construction material ie. cement, steel, aggregates, lumber, sanitary fixtures etc. and engages small contractors by way of labour contracts to construct housing units.”¹¹

The Small Contractors which comprised the NHT's Small Contractors Programme during the Period under Review

The OCG, by way of its Statutory Requisition, which was dated 2010 June 4, requested that Mr. Donald Moore, Acting Senior General Manager, Construction and Development, NHT, “...

¹⁰ Response which was received from Mr. Clive Davis, and that was dated 2011 September 12.

¹¹ Response which was received from Mr. Keith Clarke, and which was dated 2011 September 7.



provide a comprehensive listing of all contractors who have been registered under the NHT's Small Contractors' Programme since January 2004 to April 30, 2010"¹².

The OCG found that Mr. Donald Moore, in his sworn response, which was dated 2010 June 24, to the above referenced question stated, *inter alia*, the following:

*"The NHT has not maintained a Register of Small Contractors and accepted the NCC Registration Certificates as legitimate (subject only to confirmation by checking the NCC website). In all circumstances, and in accordance with the GOJ Procurement Guidelines, the NHT, as far as I am aware, is bound to accept the NCC registration as attestation of the legitimacy and competence of contractors."*¹³

In addition, Mr. Moore, by way of a document which was labeled as "Appendix 2 **List of Small Contractors 2009**", in his sworn response, which was dated 2010 June 24, submitted to the OCG a comprehensive listing of all contractors who were engaged under the NHT's Small Contractors' Programme between the period 2004 January to 2010 April.

Mr. Moore also provided detailed particulars on thirty-nine (39) individuals who were reported to have been involved in the NHT's Small Contractors' Programme during the stated period. The OCG noted that the referenced list was also divided into three (3) categories as follows:

1. The first category which was entitled "**PRE- NCC (Contractors pre-Qualified by NHT and subsequently registered by NCC)**" consisted of nine (9) individuals of the total thirty-nine (39);
2. The second category which was entitled "**NOT CURRENTLY BEING CONSIDERED (Not Exhaustive) due to at least one of: Deceased, ill-health; out of business; no NCC**

¹² OCG Requisition which was sent to Mr. Donald Moore on 2010 June 4, Question 2.

¹³ Response which was received from Mr. Donald Moore that was dated 2010 June 24.



registration”, consisted of sixteen (16) individuals. Of note, these sixteen (16) individuals were not listed among the referenced thirty-nine (39) small contractors; and

3. The third category which was entitled “***Post- NCC (Contractors Registered by NCC)***” consisted of the remaining thirty (30) small contractors.

It is instructive to note that based upon the aforesaid list, all five (5) of the referenced suspected ‘sham contractors’ were listed in the category which was described as “***Post- NCC (Contractors Registered by NCC)***”.



CONTRACTS WHICH WERE AWARDED TO THE SUSPECTED 'SHAM CONTRACTORS' BY THE NHT UNDER ITS SMALL CONTRACTORS' PROGRAMME

The OCG, by way of its Statutory Requisition which was dated 2010 June 4, requested that Mr. Donald Moore, Senior General Manager, Construction and Development, NHT, provide a list of all projects on which Mr. Marlon Plummer, Mr. Johan O'Gilvie, Mr. Maurice McIntyre, Mr. Lucien Lawrence and Ms. Amoy Guthrie, were engaged by the NHT, under its Small Contractors' Programme. The OCG, in its Statutory Requisition, stated, *inter alia*, the following:

"For each of the contractors which are listed below, please provide a list of all projects on which each was engaged by the NHT, under the Small Contractor's Programme:

- i. Intouch Construction and Security;*
- ii. Johan O'Gilvie & Associates;*
- iii. Amoy Guthrie;*
- iv. Maurice McIntyre; and*
- v. Lucien Lawrence.*

The listing must indicate the following:

- (a) The name(s) of the respective project(s)*
- (b) The total pecuniary value of each contract which was awarded*
- (c) The total amount which was paid to each of the referenced contractors for each of the respective projects on which they were engaged. "¹⁴*

The following tables were generated by the OCG, based upon its comprehensive review of information which was submitted to it by Mr. Donald Moore, Acting Senior General Manager,

¹⁴ OCG Requisition to Mr. Donald Moore, which was dated 2010 June 4, Question No. 4.



Construction and Development, NHT, in his sworn response of 2010 June 24, to the foregoing question, as it regards the contracts which were awarded to the referenced suspected ‘sham contractors’ at varying locations:

Morris Meadows Housing Development- Phase I

Morris Meadows Housing Development Phase I

No.	Contractor	No. Units	Lot No.	Original Contract Sum	Final Contract Sum	Variance
1	Intouch Construction & Security Ltd./Marlon Plummer	3	119, 121 & 122	\$3,882,688.50	\$4,537,668.10	\$654,979.60
2	Johan O’Gilvie	3	123, 125 & 126	\$3,882,688.50	\$4,567,427.29	\$684,738.79
3	Amoy Guthrie	3	128, 129 & 130	\$3,882,688.50	\$4,633,878.64	\$751,190.14
4	Lucien Lawrence	3	131, 132 & 133	\$3,882,688.50	\$4,602,718.93	\$720,030.43

The OCG found that formal contracts, in the form of ‘Agreements for Minor Works’, were consummated between the NHT and the above mentioned contractors. The referenced Agreements also corroborated, *inter alia*, the units and lot numbers which the contractors were assigned and reflected the following dates:

1. Ms. Amoy Guthrie – 2006 August 29;
2. Mr. Johan O’Gilvie- 2006 August 29;
3. Mr. Lucien Lawrence- 2006 August 29;and
4. Mr. Marlon Plummer/ Intouch Construction and Security Ltd. - 2006, September 13.

It is instructive to note that based upon the OCG’s checks, it was found that the referenced contractors were registered with the NCC as at the date of the foregoing Agreements.



The OCG found that the original contract sum for the referenced projects was in the amount of \$3,882,689.16; however, the final contract sum, as represented in the table above reflected a variance in excess of approximately \$650,000.00, in each instance.

In respect of the Morris Meadows Phase 1 Housing Development project, the OCG found the contract provisions of the contracts which were awarded to the referenced five (5) contractors to be similar in nature, and found the following contract conditions, as defined by the Minor Works Agreement, to be of material import:

“1.1 The Contractor shall procure and deliver to the site plumbing, electrical materials and other small construction items for the construction of the works.

1.1 The Contractor shall ensure that the materials are of a quality acceptable for use in the works and shall use all such materials delivered solely for the purpose of the works. The Contractor shall secure all materials provided for the works...

2.5 The defects liability period shall be six (6) months. The Contractor agrees to rectify any defects brought to his attention within fourteen (14) days at his own cost...

5.11 The NHT requires that participants in its procurement processes observe the highest standard of ethics during the procurement and execution of its contracts. In pursuance of this policy the NHT:

(a) defines for the purposes of this provision, the terms set forth below as follows:

- i) “corrupt practice” means the offering, giving, receiving or soliciting anything of value to influence the actions of an officer of the NHT in the procurement process or in the contract execution; and**
- ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or contract execution and includes singular or collusive practice among bidders (prior to or after bid submission) designed to unfairly influence the contract award process, and deprive the NHT of the benefits of fair competition.**



- (b) shall reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices in obtaining this contract;
- (c) may declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract from the NHT if it at any time determines that the contractor has engaged in corrupt or fraudulent practices in competing for, or in executing this contract.” (OCG Emphasis)

The OCG found, based upon the sworn representations which were made by Mr. Donald Moore, Senior General Manager, Construction and Development, NHT, in his sworn response of 2010 June 24, that the Morris Meadows Housing Development Phase I consisted of 53 two (2) bedroom units, of which, four (4) of the above referenced ‘sham contractors’ were awarded a contract each to construct three (3) Units respectively, which amounted to a total of 12 Units.

Mr. Moore also disclosed, in his referenced sworn response to the OCG, that the aforementioned contracts were to be implemented between the period 2006 September and 2007 September. Mr. Moore also added that the following NHT personnel were assigned oversight responsibilities for the execution of the referenced contracts:

- a. Mr. Quinton Masters- AGM Project Appraisal & Management;
- b. Mr. Keith Clarke- Manager Interim Projects (Project Manager);
- c. Mr. Seric Smith- Project Officer; and
- d. Mr. Omar Stanley- Clerk of Works.



Morris Meadows Phase Housing Development II

Morris Meadows Phase Housing Development II

No.	Contractor	No. Units	Lot No.	Original Contract Sum	Final Contract Sum	Variance
1.	Intouch Construction & Security Ltd./ Marlon Plummer	2	64 & 65	\$3,523,771.94	\$3,725,953.09	\$202,181.15
2.	Johan O’Gilvie	2	66 & 67	\$3,523,771.94	\$3,679,000.01	\$155,228.07
3.	Amoy Guthrie	2	60 & 61	\$3,523,771.94	\$3,718,277.97	\$194,506.03
4.	Lucien Lawrence	2	62 & 63	\$3,523,771.94	\$3,620,680.45	\$96,908.51

The OCG found that formal contracts, in the form of ‘Agreements for Minor Works’ were consummated between the NHT and the above mentioned contractors. The referenced Agreements also corroborated, *inter alia*, the units and lot numbers which the contractors were assigned and reflected the following dates:

1. Ms. Amoy Guthrie – 2007 August 29;
2. Mr. Johan O’Gilvie - 2007 August 2;
3. Mr. Lucien Lawrence - 2007 August 14; and
4. Mr. Marlon Plummer/Intouch Construction and Security Ltd. - 2007 July 20.

It is instructive to note that based upon the OCG’s checks, it was found that the referenced contractors were registered with the NCC as at the date of the foregoing Agreements.

In respect of the foregoing project, the OCG found the contract provisions of the contracts which were awarded to the referenced five (5) contractors to be similar in nature and found the



following contract conditions, as defined by the Minor Works Agreement, to be of material import:

“1.1 The Contractor shall procure and deliver to the site plumbing, electrical materials and other small construction items for the construction of the works.

1.2 The Contractor shall ensure that materials procured by the Employer and delivered to the site are of a quality acceptable for use in the works.

The Contractor shall use all such materials delivered solely for the purpose of the works and shall ensure that the materials are kept secure for the duration of the contract.

2.5 The defects liability period shall be six (6) months. The Contractor agrees to rectify any defects brought to his attention within fourteen (14) days at his own cost.

5.11 The NHT requires that participants in its procurement processes observe the highest standard of ethics during the procurement and execution of its contracts. In pursuance of this policy the NHT:

(a) defines for the purposes of this provision, the terms set forth below as follows:

i) “corrupt practice” means the offering, giving, receiving or soliciting anything of value to influence the action of an officer of the NHT in the procurement process or in the contract execution; and

ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or contract execution and includes singular or collusive practice among bidders (prior to or after bid submission) designed to unfairly influence the contract award process, and deprive the NHT of the benefits of fair competition;

(b) shall reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices in obtaining this contract;

(c) may declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract from the NHT if it at any time determines that the



Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing this contract.” (OCG Emphasis)

Based upon representations which were made by Mr. Donald Moore, Senior General Manager, Construction and Development, NHT, in his sworn response of 2010 June 24, the OCG found that the Morris Meadows Housing Development Phase II consisted of 48 two (2) bedroom units, of which, the four (4) above referenced suspected ‘sham contractors’ were awarded a contract each to construct two (2) units respectively, which amounted to a total of 8 units.

Mr. Moore also disclosed to the OCG that the referenced contracts were to be implemented between the period of 2007 July and 2008 May. Mr. Moore also added that the following NHT personnel were assigned responsibilities for the execution of the referenced contracts:

- a. Mr. Quinton Masters- AGM Project Appraisal & Management;
- b. Mr. Keith Clarke- Manager Interim Projects (Project Manager);
- c. Mr. Aubyn Perkins- Acting Manager Interim Projects (Project Manager);
- d. Mr. Seric Smith- Project Officer;
- e. Ms. Peta-Ann Dick- Project Officer;
- f. Mr. Omar Stanley- Clerk of Works; and
- g. Mr. Norris Duncan – Clerk of Works.



Morris Meadows Housing Development Phase III

Morris Meadows Housing Development Phase III

No.	Contractor	No. Units	Lot No.	Original Contract Sum	Final Contract Sum	Variance
1	Intouch Construction & Security Ltd./ Marlon Plummer	4	300, 301, 302 & 303	\$8,260,279.16	\$8,436,436.76	\$176,157.60

The OCG found that a formal contract, in the form of an ‘Agreement for Minor Works’ was consummated on 2008 December 29, between the NHT and the contractor referenced in the above table. The referenced Agreement also verified the units and lot numbers which the contractor was assigned, as well as the original contract sum.

It is instructive to note that based upon the OCG’s checks, it was found that the referenced contractor was registered with the NCC as at the date of the foregoing Agreement.

In respect of the Morris Meadows Housing Development Phase III project, the OCG found the following contract conditions, as defined by the Agreement for Minor Works, to be of material import:

“1.1.1 The Contractor shall not be required to procure materials except for plumbing, electrical, aggregates and other small construction items for the works.

1.1.2 The Contractor shall ensure that materials procured by the Employer and delivered to the site are of a quality acceptable for use in the works.

The Contractor shall use all such materials solely for the purpose of the works and shall ensure that the materials are kept for the duration of the contract...

2.5 The defects liability period shall be six (6) months. The Contractor agrees to rectify any defect brought to his attention within fourteen (14) days at his own cost...



5.1 Fraud & Corruption

5.1.1 The Employer requires that participants in its procurement processes observe the highest standard of ethics during the procurement and execution of its contracts. In pursuance of this policy the Employer:

- (a) defines for the purposes of this provision, the terms set forth below as follows:**
 - i) “corrupt practice” means the offering, giving, receiving or soliciting anything of value to influence the action of an officer of the Employer in the procurement process or in the contract execution; and**
 - ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or contract execution and includes singular or collusive practice among bidders (prior to or after bid submission) designed to unfairly influence the contract award process, and deprive the Employer of the benefits of fair competition;**
- (b) shall reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices in obtaining this contract;**
- (c) may declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Employer if it at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing this contract.**
- (d) The Employer will recommend for sanction to the related Professional Board/Body and firm/individual determined to have directly or through an agent engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing a contract; and reserved the right to require Contractors, Suppliers and Consultants to permit the Employer to inspect their accounts and records and other documents relating to the bid submission and contracts performance and to have them audited by Auditors appointed by the Employer.**

5.1.2 **Bribery and Collusion**



If the Contractor, or any of his Sub Contractors, agents, or servants gives or offers to gives to any person any bribe, gift, gratuity or commission as an inducement or reward for doing or for bearing to do any action in relation to the Contract or any other contract with the Employer, or for showing or for bearing to show favour or disfavor to any person in relation to the contract or to any other contract with the Employer, then the Employer may enter upon the Site and Works and expel the Contractor and pay him for the value of the work completed to date less the value of any defects or materials not used in the construction and which materials cannot be accounted for on site or in the works.” (OCG Emphasis)

Based upon representations which were made by Mr. Donald Moore, Senior General Manager, Construction and Development, NHT, in his sworn response of 2010 June 24, the OCG found that the Morris Meadows Housing Development Phase III consisted of 48 two (2) bedroom units of which only the above referenced suspected ‘sham contractor’ was awarded a contract to construct four (4) Units.

Mr. Moore also disclosed to the OCG that the referenced contracts were to be implemented between the period of 2008 May and 2009 July. Mr. Moore also added that the following NHT personnel were assigned oversight responsibilities for the execution of the referenced contracts:

- a. Mr. Quinton Masters- AGM Project Appraisal & Management;
- b. Mr. Clive Davis- Senior Project Manager;
- c. Mr. Seric Smith- Project Officer; and
- d. Mr. Norris Duncan – Clerk of Works.



Water Works Housing Development

Water Works Housing Development

No.	Contractor	No. Units	Lot No.	Original Contract Sum	Final Contract Sum	Variance
1	Intouch Construction & Security Ltd./ Marlon Plummer	2	2 & 3	\$2,759,833.26	\$4,144,128.08	\$1,384,294.82
2	Johan O’Gilvie	2	12 & 13	\$2,759,833.26	\$3,663,931.23	\$904,097.97
3	Amoy Guthrie	2	14 & 15	\$2,759,833.26	\$4,048,777.24	\$1,288,943.98
4	Lucien Lawrence	2	22 & 23	\$2,759,833.26	\$4,350,309.95	\$1,590,476.69
5	Maurice McIntyre	2	10 & 11	\$2,759,833.26	\$3,810,103.97	\$1,050,270.71

The OCG found that formal contracts, in the form of ‘Agreements for Minor Works’ were consummated between the NHT and the contractors referenced in the above table. The referenced Agreements also verified the units and lot numbers which the contractors were assigned as well as the original contract sum.

The OCG found that the contracts were duly signed by the respective parties and reflected the following dates:

1. Ms. Amoy Guthrie – 2007 May 9;
2. Mr. Johan O’Gilvie- 2007 May 9;
3. Mr. Lucien Lawrence- 2007 May 9;
4. Mr. Marlon Plummer/Intouch Construction and Security Ltd.- 2007 May 21; and
5. Mr. Maurice McIntyre- 2007 May 9.



It is instructive to note that the OCG has observed that while the referenced contracts were signed on 2007 May 9 and 21, respectively, four (4) of the five (5) subject contractors' registration certificates had expired and were only renewed in 2007 June. The OCG also found that 2007 June 21 represented the first occasion on which Mr. Maurice McIntyre became registered with the NCC and, as such, would have been ineligible to be awarded government contracts prior to that date.

In respect of the Water Works Housing Development project, the OCG found the contract provisions for the contracts which were awarded to the referenced five (5) contractors to be similar in nature and found the following contract conditions, as defined by the Minor Works Agreements, to be of material import:

“1.1 The Contractor shall procure and deliver to the site plumbing, electrical materials and other small construction items for the construction of the works.

1.1 The Contractor shall ensure that the materials are of a quality acceptable for use in the works and shall use all such materials delivered solely for the purpose of the works. The Contractor shall secure all materials provided for the works...

2.5 The defects liability period shall be six (6) months. The Contractor agrees to rectify any defect brought to his attention within fourteen (14) days at his own cost...

5.11 The NHT requires that participants in its procurement processes observe the highest standard of ethics during the procurement and execution of its contracts. In pursuance of this policy the NHT:

(a) defines for the purposes of this provision, the terms set forth below as follows:

- i) “corrupt practice” means the offering, giving, receiving or soliciting anything of value to influence the action of an officer of the NHT in the procurement process or in the contract execution; and**
- ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or contract execution and includes**



singular or collusive practice among bidders (prior to or after bid submission) designed to unfairly influence the contract award process, and deprive the NHT of the benefits of fair competition;

(b) shall reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices in obtaining this contract;

(c) may declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract from the NHT if it at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing this contract.” (OCG Emphasis)

Having regard to the representations which were made by Mr. Donald Moore, in his sworn response of 2010 June 24, the OCG found that the Water Works Housing Development consisted of thirty-nine (39) two (2) bedroom units of which all five (5) of the referenced suspected ‘sham contractors’ were each awarded a contract to construct two (2) units.

Mr. Moore also disclosed to the OCG that the referenced contracts were to be implemented between the period 2006 October and 2008 June. Mr. Moore also added that the following NHT personnel were assigned oversight responsibilities for the execution of the referenced contracts:

- a. Mr. Quinton Masters- AGM Project Appraisal & Management;
- b. Mr. Keith Clarke- Manager Interim Projects (Project Manager);
- c. Mr. Aubyn Perkins- Acting Manager Interim Projects (Project Manager);
- d. Mr. Norris Duncan- Project Officer;
- e. Mr. Seric Smith- Project Officer;
- f. Ms. Peta-Ann Dick – Project Officer; and
- g. Mr. Courtney Lawrence – Clerk of Works.



New Yarmouth Housing Development

New Yarmouth Housing Development

No.	Contractor	No. Units	Lot No.	Original Contract Sum	Final Contract Sum	Variance
1.	Intouch Construction & Security Ltd./ Marlon Plummer	1 (1 bedroom)	31	\$1,287,319.65	\$1,339,168.59	\$51,848.94
2.	Johan O'Gilvie	3(1 bedroom)	9, 33 & 40	\$3,574,458.95	\$3,932,821.37	358,362.42

The OCG found that a formal contract was drafted by the NHT for the units which are highlighted in the table seen above. However, the OCG found that whereas the contract which was awarded to Intouch Construction and Security Ltd. was signed by the NHT's representative, the OCG has seen no evidence to suggest that the contract document was also signed by the contractor and/ or his designated representative.

The OCG found that the contract which was awarded to Intouch Construction and Security Ltd. was dated 2007 November 9, and the contract which was awarded to Mr. Johan O' Gilvie was dated 2007 August 28. It is instructive to note that the referenced contracts corroborated the information which is seen in the table above as it regards the number of units which were assigned, as well as the original contract sum.

It is instructive to note that based upon the OCG's checks, it was found that the referenced contractors were registered with the NCC as at the date of the foregoing Agreements.



Based upon the representations which were made by Mr. Donald Moore, Senior General Manager, Construction and Development, NHT, in his sworn response of 2010 June 24, the OCG found that the New Yarmouth Housing Development consisted of 10 Units which comprised of 8 1-bedroom and 2 Studio units. Mr. Johan O’Gilvie was awarded a contract to construct three (3) 1-bedroom units, while Intouch Construction and Security Ltd. was awarded a contract for the construction of a one bedroom unit.

Mr. Moore also disclosed to the OCG that the referenced contracts were to be implemented between the period 2007 November and 2008 April. Mr. Moore also added that the following NHT personnel were assigned oversight responsibilities for the execution of the referenced contracts:

- a. Mr. Michael Taylor- AGM Project Management;
- b. Mr. Dayne Hanse- Project Officer;
- c. Mr. Andre Christie- Project Officer; and
- d. Mr. Michael Watson /Mr. Earl Saunders- Clerk of Works.



Frome Housing Development

Frome Housing Development

No.	Contractor	No. Units	Lot No.	Original Contract Sum	Final Contract Sum	Variance
1.	Intouch Construction & Security Ltd./ Marlon Plummer	3 (1 bedroom)	370, 477 & 498	\$3,685,072.08	\$4,950,360.28	\$1,265,288.2
2.	Johan O’Gilvie	3 (1 bedroom)	188, 198, & 239	\$3,685,072.08	\$4,811,680.38	\$1,126,608.3
3.	Amoy Guthrie	3 (1 bedroom)	328, 363, & 364	\$3,685,072.08	\$4,812,572.18	\$1,127,500.1
4.	Lucien Lawrence	11 (1 bedroom Marl Pads)	27, 42,188,198, 213, 214, 243, 328, 285, 370 & 650	\$2,640,000.00	\$2,639,736.00	\$ -(264.00)
5.	Maurice McIntyre	3 (1 bedroom)	243, 285 & 310	\$3,685,072.08	\$4,949,914.38	\$1,264,842.3

The OCG found that formal contracts, in the form of ‘Agreements for Minor Works’ were consummated between the NHT and the contractors referenced in the above table. The referenced Agreements also verified the units and lot numbers which the contractors were assigned, as well as the original contract sum.

The contracts were duly signed by the respective parties and reflected the following dates:

1. Ms. Amoy Guthrie – 2008 November 6;
2. Mr. Johan O’Gilvie- 2008 October 30;



3. Mr. Lucien Lawrence- 2008 July 16;
4. Mr. Marlon Plummer/Intouch Construction and Security Ltd.- 2008 November 6; and
5. Mr. Maurice McIntyre- 2008 November 6.

It is instructive to note that the OCG has observed that both Ms. Amoy Guthrie and Mr. Johan O’Gilvie were registered with the NCC as at the date of the referenced Agreements. However, the OCG found that the NCC registration certificates for Mr. Lucien Lawrence, Mr. Maurice McIntyre and Mr. Marlon Plummer had expired as at 2008 June 28, 2008 June 20 and 2008 October 4, respectively.

The OCG found that Mr. Maurice McIntyre had not been re-registered by the NCC and that Mr. Lucien Lawrence and Mr. Marlon Plummer only became re-registered with the NCC on 2008 August 22 and 2008 November 14. In the circumstances, the OCG found that Mr. Maurice McIntyre was ineligible for the award of a government contract.

In respect of the foregoing project, the OCG found the contract provisions for the contracts which were awarded to the referenced five (5) contractors to be similar in nature and found the following contract conditions, as defined by the Minor Works Agreement, to be of material import:

“1.1.1 The Contractor shall not be required to procure materials except for plumbing, electrical and other small construction items for the works.

1.1.2 The Contractor shall ensure that materials procured by the Employer and delivered to the site are of a quality acceptable for use in the works.

The Contractor shall use all such materials solely for the purpose of the works and shall ensure that the materials are kept secure for the duration of the contract...

2.5 The defects liability period shall be six (6) months. The Contractor agrees to rectify any defects brought to his attention within fourteen (14) days at his own cost...



5.11 The NHT requires that participants in its procurement processes observe the highest standard of ethics during the procurement and execution of its contracts. In pursuance of this policy the NHT:

- (a) defines for the purposes of this provision, the terms set forth below as follows:**
- i) “corrupt practice” means the offering, giving, receiving or soliciting anything of value to influence the action of an officer of the NHT in the procurement process or in the contract execution; and**
 - ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or contract execution and includes singular or collusive practice among bidders (prior to or after bid submission) designed to unfairly influence the contract award process, and deprive the NHT of the benefits of fair competition;**
- (b) shall reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices in obtaining this contract;**
- (c) may declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract from the NHT if it at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing this contract.” (OCG Emphasis)**

Having regard to the representations which were made by Mr. Donald Moore, Senior General Manager, Construction and Development, NHT, in his sworn response of 2010 June 24, the OCG found that the Frome Housing Development consisted of twenty-three (23) 1-bedroom units of which Intouch Construction and Security Ltd., Mr. Johan O’Gilvie, Ms. Amoy Guthrie and Mr. Maurice McIntyre were awarded a contract each to construct three (3) 1-bedroom units. Mr. Lucien Lawrence was, however, awarded a contract to construct eleven (11) 1-bedroom Marl Pads.



Further, Mr. Moore disclosed, by way of his referenced sworn response to the OCG, that the referenced contracts were to be implemented between the period 2008 July and 2008 June [sic]. Mr. Moore also added that the following NHT personnel were assigned oversight responsibilities for the execution of the referenced contracts:

- a. Mr. Michael Taylor- AGM Project Management;
- b. Mrs. Shani Dacres-Lovindeer- Senior Project Manager;
- c. Mr. Richard Schloss- Project Manager; and
- d. Mr. Michael Watson /Earl Saunders- Clerk of Works.

The OCG, in an effort to corroborate the foregoing information relating to the contracts which were awarded by the NHT under its Small Contractors' Programme, by way of its Statutory Requisitions which were dated 2010 June 4, and which were sent to Mr. Marlon Plummer, Mr. Lucien Lawrence, Mr. Maurice McIntyre, Mr. Johan O'Gilvie, and Ms. Amoy Guthrie, respectively, required that the stated individuals respond to the following:

“Please provide a list of all projects on which your business...was engaged by the NHT, under the auspices of the Small Contractor’s Programme. This list must indicate the following:

- a. The name(s) and location(s) of the respective project(s);*
- b. The date(s) on which [your business] was engaged by the NHT for each of the listed projects;*
- c. The total pecuniary value of each contract which was awarded for each of the respective projects;*
- d. The total amount which was paid to [your business] for each of the respective projects on which the company was engaged by the NHT.*



Please provide documentary evidence, where possible, in support of your response and any assertions which are made."¹⁵

Contracts awarded to Intouch Construction and Security Ltd./Mr. Marlon Plummer:

In respect of the foregoing question, Mr. Marlon Plummer, by way of his sworn response which was declared on 2010 July 1, provided the following list of projects, as contracts which were awarded to him by the NHT under the auspices of the Small Contractors' Programme:

<i>Name of Project</i>	<i>Location</i>	<i>Date Engaged</i>	<i>Contract Sum</i>	<i>Amount Paid</i>
<i>Morris Park 1</i>	<i>St. Catherine</i>	<i>13.9.2006</i>	<i>\$3,882,688.50</i>	<i>\$4,537,688.10</i>
<i>Morris Park 2</i>	<i>St. Catherine</i>	<i>20.7.2007</i>	<i>\$3,523,771.94</i>	<i>\$3,725,953.09</i>
<i>Morris Park 3</i>	<i>St. Catherine</i>	<i>29.12.2008</i>	<i>\$8,260,279.16</i>	<i>\$8,436,436.76</i>
<i>New Yarmouth</i>	<i>Clarendon</i>	<i>9.11.2007</i>	<i>\$1,287,319.65</i>	<i>\$1,434,370.84</i>
<i>Water Works</i>	<i>Westmoreland</i>	<i>21.5.2007</i>	<i>\$2,759,833.26</i>	<i>\$4,144,128.08</i>
<i>Frome</i>	<i>Westmoreland</i>	<i>6.11.2008</i>	<i>\$3,685,072.08</i>	<i>\$4,950,360.28</i>

Having calculated the total value of the aforementioned contracts, the OCG found that the aggregate value of all the contracts which were awarded to Mr. Marlon Plummer, as reported by him, was \$23,398,964.59, while the actual amount which was reported to have been paid to him was in the amount of \$27,228,937.15.

¹⁵ OCG Requisition which was dated 2010 June 4, that was sent to Mr. Marlon Plummer, Ms. Amoy Guthrie, Mr. Lucien Lawrence and Mr. Maurice McIntyre.



QCA Reports

The OCG, in an attempt to corroborate the statements which were made by Mr. Marlon Plummer, in his sworn response of 2010 July 1, and the statements which were made by Mr. Donald Moore, in his response of 2010 June 24, as well as to ascertain whether the NHT was complicit with its QCA reporting requirement, undertook an examination of the QCA Reports which were submitted to the OCG by the NHT during the referenced period.

The following table represents the contracts which were reported by the NHT as having been awarded to Intouch Construction and Security Ltd./Mr. Marlon Plummer, based upon the QCA Reports which were submitted to the OCG between the period of 2006- 2009:

<u>No.</u>	<u>Year</u>	<u>Contract Award Date</u>	<u>Contract Description</u>	<u>Contract Value \$</u>	<u>Principal Site</u>
1.	2006	8/23/2006	Construction of Marl Pads	1954500	Westmoreland
2.	2006	9/12/2006	Agreement for Minor Works, Morris Meadows	3882689	St. Catherine
3.	2006	10/11/2006	Maintenance of Drains	500000	St. James
4.	2006	10/11/2006	Extension of Security Services Contract	300000	NHT, St. James
5.	2006	11/6/2006	Site Clearance Works -	2505280	St. Catherine
6.	2006	11/23/2006	Site Clearance Services	2505280	St. Catherine
7.	2006	11/23/2006	Site Clearance Services	610500	St. Catherine
8.	2006	11/27/2006	Rehabilitation of Treatment Facility	828318	St. Catherine



<u>No.</u>	<u>Year</u>	<u>Contract Award Date</u>	<u>Contract Description</u>	<u>Contract Value \$</u>	<u>Principal Site</u>
9.	2006	11/23/2006	Extension of Security Services Contract	500000	St. James
10.	2006	12/7/2006	Installation of Sewer Laterals	352000	Clarendon
11.	2007	2/26/2007	Bushing of Service Lots	1200000	St. James
12.	2007	5/22/2007	Agreement for Minor Works, Water- works Housing Development	2759833	Westmoreland
13.	2007	6/1/2007	Site Preparation for handover of Housing	1170000	St. Catherine
14.	2007	6/4/2007	Supply & Install Barb wire Fencing	350000	St. Catherine
15.	2007	7/20/2007	Agreement For Minor Works, Morris Meadows Housing Development	1726885	St. Catherine
16.	2007	11/13/2007	Corrective Works to Sewerage System	285800	NHT,Kingston
17.	2007	11/19/2007	Agreement for Minor Works	1287320	Clarendon
18.	2007	12/6/2007	Supply and Delivery of 40\' Container	385000	Westmoreland
19.	2007	12/13/2007	Bushing of Serviced Lots	767900	St. Catherine
20.	2008	1/9/2008	Security Services Contract	524880	Waterworks Housing Scheme
21.	2008	2/5/2008	Remedial Work on Water Main	273000	New Yarmouth
22.	2008	5/6/2008	Repairing of Water Pump	297000	St. James



<u>No.</u>	<u>Year</u>	<u>Contract Award Date</u>	<u>Contract Description</u>	<u>Contract Value \$</u>	<u>Principal Site</u>
23.	2008	5/6/2008	Refurbishing of Jogging Track	378392	Emancipation Park
24.	2008	5/21/2008	Provision of Security Services	547230	St. Catherine
25.	2008	6/13/2008	Construction of Access Road	410483	St. Catherine
26.	2008	7/11/2008	Pressure Testing Distribution Mains-72640	3820800	Monymusk
27.	2008	7/25/2008	Additional Cost for Pressure Testing	360000	Monymusk
28.	2008	7/28/2008	Provision of Security Services	787500	Monymusk
29.	2008	8/27/2008	Provision of Security Services	575417	Frome, Westmoreland
30.	2008	9/25/2008	Demolition and Site Clearance Works	770000	Salisbury, St. Andrew
31.	2008	9/25/2008	Site Clearance and Demolition Works	900000	Paddington, St. Andrew
32.	2008	10/7/2008	Provision of follow-on Security Services	533587	Monymusk, Clarendon
33.	2008	12/4/2008	Sewerage Disposal Services, Mony-musk Housing Development (Cont.)	2618000	Monymusk, Clarendon
34.	2008	12/15/2008	Emergency Works (Cleaning of Man-holes) NHT's rates used	280000	Monymusk, Clarendon
35.	2008	12/29/2008	Agreement for Minor Works(NHT's Small Contractors Programme)	8260279	Morris Meadows, Clarendon
36.	2009	1/7/2009	Security Services Contract (Co. Sec.)	3406597	NHT, St. Catherine



<u>No.</u>	<u>Year</u>	<u>Contract Award Date</u>	<u>Contract Description</u>	<u>Contract Value \$</u>	<u>Principal Site</u>
37.	2009	1/7/2009	Security Services Contract (Co. Sec.)	3406597	NHT, St. James
38.	2009	1/7/2009	Security Services Contract (Co. Sec.)	2149238	NHT, Clarendon
39.	2009	1/30/2009	Extension of Security Services Contract, Frome Project, Westmoreland	575417	Frome. Westmoreland
40.	2009	2/10/2009	Additional Security Services at Monymusk Housing Development	688500	Monymusk Housing Dev. Clarendon
41.	2009	3/3/2009	Installation of Service Line to sewer main, Mansfield Hs. Dev. (NHT rates used, no quotes requested)	286570	Mansfield Housing Dev.
42	2009	4/8/2009	Installation of Service Line to Sewer Main	286570	Mansfield, St. Ann
43	2009	5/11/2009	Extension of Contract for Security Services	1006979	Frome, Westmoreland
44.	2009	6/10/2009	Remedial Works, Water Works, Westmoreland	1116313	Water Works, Westmoreland
45.	2009	8/18/2009	Site Clearance & Demolition Works, Norbrook, St. Andrew	890000	Norbrook, St. Andrew

It is instructive to note that only five (5) of the forty-five (45) contracts seen in the above table were awarded to Mr. Marlon Plummer for Minor Works under the auspices of the NHT's Small Contractors' Programme, as seen overleaf:



No.	Year	Contract Award Date	Contract Description	Contract Value \$	Principal Site
1.	2006	9/12/2006	Agreement for Minor Works, Morris Meadows Housing Development	3882689	St. Catherine
2.	2007	5/22/2007	Agreement for Minor Works, Water- works Housing Development	2759833	Westmoreland
3.	2007	7/20/2007	Agreement For Minor Works, Morris Meadows Housing Development	1726885	St. Catherine
4.	2007	11/19/2007	Agreement for Minor Works	1287320	Clarendon
5.	2008	12/29/2008	Agreement for Minor Works(NHT's Small Contractors Programme)	8260279	Morris Meadows, Clarendon

Further, the OCG found that one of the contracts which were reported by Mr. Marlon Plummer was not reported on the NHT's QCA Report to the OCG. However, the OCG found, by way of a letter which was dated 2011 January 11, which was sent by Mr. Earl Samuels, the then Managing Director of the NHT, and which was addressed to the then Contractor General, Mr. Greg Christie, that there were certain omissions in the NHT's QCA Report for the 4th Quarter of 2008.

The referenced letter stated, *inter alia*, as follows:

“On reviewing our records, consequent on the recent allegations of fraud in respect of some contractors providing services to the NHT, it was discovered that a short list of contracts prepared by our Company Secretariat was inadvertently omitted from that fourth quarter report. The report was correctly submitted to the Ministry of Finance and



Planning and the Office of the Prime Minister under cover of letter dated December 17, 2008 but was not incorporated in the QCA Report... ”¹⁶

It is instructive to note that Mr. Earl Samuels submitted under cover of his referenced letter, a copy of the revised QCA Report, which represented, amongst other things, details pertaining to the NHT’s award of a contract to Intouch Construction and Security Ltd. for the conduct of ‘Minor Works’ at the Frome Housing Development on 2008 November 6. The value of the contract was in the amount of \$3,685,072.08.

The OCG, based upon an examination of its Consolidated QCA Database, noted that there was an error or misrepresentation in the contract value which was detailed by the NHT, for the contract which was awarded to Intouch Construction and Security Ltd. on 2007 July 20, for the conduct of Minor Works at the Morris Meadows Housing Development.

The NHT, via its QCA Report to the OCG, which was made under cover of letter which was dated 2007 October 16, reported that the referenced contract was in the amount of \$1,726,885.00. However, the OCG’s review of the said contract indicated that the contract had a value of \$3,523,771.94.

It is instructive to note that the said contract value of \$3,523,771.94 was also replicated by Mr. Donald Moore, Acting Senior General Manager, Construction and Development, NHT, in his sworn representations which were made to the OCG on 2010 June 24, as well as in the sworn responses which were provided by Mr. Marlon Plummer, proprietor of Intouch Construction and Security Ltd. on 2010 July 22.

¹⁶ Letter dated 2010 January 11, which was sent by Mr. Earl Samuels to Mr. Greg Christie.



Contracts awarded to Mr. Lucien Lawrence

In response to the referenced OCG Requisition of 2010 June 4, Mr. Lucien Lawrence in his sworn response to the OCG which was dated 2010 July 21, provided the following information regarding the contracts which were awarded to him by the NHT:

<i>Name of Project</i>	<i>Location</i>	<i>Date Engaged</i>	<i>Value of Project</i>	<i>Amount Paid</i>
<i>Water Works Housing Scheme</i>	<i>Westmoreland</i>	<i>May 9, 2007</i>	<i>\$2,759,833.26</i>	<i>\$4,350,309.95</i>
<i>Morris Meadows Housing Scheme 1</i>	<i>Portmore, St. Catherine</i>	<i>August 29, 2006</i>	<i>\$3,882,689.16</i>	<i>\$4,602,718.93</i>
<i>Morris Meadows Housing Scheme 2</i>	<i>Portmore, St. Catherine</i>	<i>August 14, 2007</i>	<i>\$3,523,771.94</i>	<i>\$3,620,680.45</i>
<i>Frome Housing Development</i>	<i>Westmoreland</i>	<i>October 30, 2008</i>	<i>\$2,640,000.00</i>	<i>\$1,760,000.00</i>

Having calculated the total value of the aforementioned contracts, the OCG found that the aggregate value of all the contracts which were awarded to Mr. Lucien Lawrence, as reported by him, was \$12,806,294.36, while the actual amount which was reported to have been paid was in the amount of \$14,333,709.33.

The OCG, in an attempt to corroborate the statements which were made by Mr. Lucien Lawrence, in his sworn response of 2010 July 21, and the statements which were made by Mr. Donald Moore, Senior General Manager, Construction and Development, NHT, in his sworn response of 2010 June 24, as well as to ascertain whether the NHT was complicit with its QCA reporting requirement, undertook an examination of the QCA Reports which were submitted to the OCG, by the NHT, during the referenced period.



The following table represents the contracts which were reported by the NHT as having been awarded to Mr. Lucien Lawrence, based upon the QCA Reports which were submitted to the OCG:

Year	Contract Award Date	Contract Description	Contract Value \$	Principal Site
2006	2006-08-29	Agreement for Minor Works, Morris Meadows Construction	3882689	St. Catherine
2007	2007-05-16	Agreement for Minor Works, Water- works Housing Development	2759833	Westmoreland
2007	2007-08-14	Agreement For Minor Works, Morris Meadows Housing Development	3523772	St. Catherine
2008	2008-07-16	Agreement for Minor Works Construction of Marl Pads	2640000	Frome, Westmoreland

Having regard to the foregoing, the OCG found that all the contracts which were reported by Mr. Lucien Lawrence were in fact reported to the OCG in the NHT's QCA Reports.



Contracts awarded to Ms. Amoy Guthrie

In response to the referenced OCG Requisition, Ms. Amoy Guthrie, in her sworn response of 2010 July 22, provided the following information regarding the contracts which were awarded to her by the NHT:

<i>Name of Project</i>	<i>Location</i>	<i>Date Engaged</i>	<i>Value of Project</i>	<i>Amount Paid</i>
<i>Morris Meadows Housing Scheme 1</i>	<i>Portmore, St. Catherine</i>	<i>29/8/2006</i>	<i>\$3,882,689.16</i>	<i>\$4,633,878.64</i>
<i>Morris Meadows Housing Scheme 2</i>	<i>Portmore, St. Catherine</i>	<i>29/08/2007</i>	<i>\$3,523,771.94</i>	<i>\$3,718,277.97</i>
<i>Water Works Housing Scheme</i>	<i>Westmoreland</i>	<i>9/05/2007</i>	<i>\$2,759,833.26</i>	<i>\$4,048,777.24</i>
<i>Frome Housing Development</i>	<i>Westmoreland</i>	<i>6/11/2008</i>	<i>\$3,685,072.08</i>	<i>\$4,812,572.18</i>

Having calculated the total value of the aforementioned contracts, the OCG found that the aggregate value of all the contracts which were awarded to Ms. Amoy Guthrie, as reported by her, was \$13,851,366.44, while the actual amount which was reported to have been paid was in the amount of \$17,213,506.03.

The OCG, in an attempt to corroborate the statements which were made by Ms. Amoy Guthrie, in her sworn response of 2010 July 22, and the statements which were made by Mr. Donald Moore, Senior General Manager, Construction and Development, NHT in his sworn response of 2010 June 24, as well as to ascertain whether the NHT was complicit with its QCA reporting requirement, undertook an examination of the QCA Reports which were submitted to the OCG by the NHT during the referenced period.



The following represents the contracts which were reported by the NHT as having been awarded to Ms. Amoy Guthrie, based upon the QCA Reports which were submitted to the OCG:

No.	Year	Contract Award Date	Contract Description	Contract Value \$	Principal Site
1.	2006	2006-08-29	Agreement for Minor Works, Morris Meadows Construction	3882689	St. Catherine
2.	2007	2007-05-16	Agreement for Minor Works, Waterworks Housing Development	2759833	Westmoreland
3.	2007	2007-08-29	Agreement for Minor Works, Morris Meadows Housing Development	3523772	St. Catherine

Mr. Donald Moore, Senior General Manager, Construction and Development, NHT, in his response to the OCG, which was dated 2010 June 24, disclosed that a contract in the amount of \$3,685,072.08 for which \$4,812,572.18 was reportedly paid, was awarded to Ms. Amoy Guthrie for the conduct of works at the Frome Housing Development. The OCG, however, found that a review of the OCG's QCA Consolidated database revealed that the NHT failed to submit particulars of such a contract to the OCG by way of its QCA Reports.

It is instructive to recall that by way of a letter which was dated 2011 January 11, from Mr. Earl Samuels, the then Managing Director of the NHT, and which was addressed to the then Contractor General, Mr. Greg Christie, the OCG was advised that there were certain omissions in the NHT's QCA Report for the 4th Quarter of 2008.

Mr. Earl Samuels, submitted under cover of the referenced letter, a copy of the revised QCA Report, which detailed, amongst other things, particulars pertaining to the NHT's award of a contract to Ms. Amoy Guthrie, for the conduct of 'Minor Works' at the Frome Housing Development on 2008 November 6. The value of the contract was in the amount of \$3,685,072.08.



Contracts awarded to Mr. Maurice McIntyre

In response to the referenced OCG Requisition of 2010 June 4, the OCG found that Mr. Maurice McIntyre, in his sworn response of 2010 July 6, provided the following information regarding the contracts which were awarded to him by the NHT:

<i>Name of Project</i>	<i>Location</i>	<i>Date Engaged</i>	<i>Value of Project</i>	<i>Amount Paid</i>
<i>Water Works Housing Scheme</i>	<i>Westmoreland</i>	<i>May 9th, 2007</i>	<i>\$2,759,833.26</i>	<i>\$3,810,103.97</i>
<i>Frome Housing Development</i>	<i>Westmoreland</i>	<i>Nov. 6th, 2008</i>	<i>\$3,685,072.08</i>	<i>\$4,949,914.38</i>

Having calculated the total value of the aforementioned contracts, the OCG found that the aggregate value of all the contracts which were awarded to Mr. Maurice McIntyre, as reported by him, was \$6,444,905.34, while the actual amount which was reported to have been paid was in the amount of \$8,760,018.35.

The OCG, in an attempt to corroborate the statements which were made by Mr. Maurice McIntyre, in his sworn response of 2010 July 6, and the statements which were made by Mr. Donald Moore, Senior General Manager, Construction and Development, NHT, in his response of 2010 June 24, as well as to ascertain whether the NHT was complicit with its QCA reporting requirement, undertook an examination of the QCA Reports which were submitted to the OCG by the NHT during the referenced period. The following represents the contracts which were reported by the NHT as having been awarded to Mr. Maurice McIntyre based upon the QCA Reports which were submitted to the OCG:



No.	Year	Contract Award Date	Contract Description	Contract Value \$	Principal Site
1.	2007	2007-05-16	Agreement for Minor Works, Water- works Housing Development	2759833	Westmoreland

Having regard to the foregoing, the OCG found that while the contracts which were reported by Mr. Donald Moore, Senior General Manager, Construction and Development, NHT, and the contracts which were reported by Mr. Maurice McIntyre were in sync, the NHT failed to report the award of a contract valuing \$3,685,072.08 for which \$4,949,914.38 was reportedly paid.

It is, however, instructive to note that the OCG found, by way of a letter, which was dated 2011 January 11, that was sent by Mr. Earl Samuels, the then Managing Director of the NHT, and which was addressed to the then Contractor General, Mr. Greg Christie, that there were certain omissions in the NHT's QCA Report for the 4th Quarter of 2008.

Mr. Earl Samuels, submitted under cover of his referenced letter, a copy of the revised QCA Report, which detailed, amongst other things, particulars pertaining to the NHT's award of a contract to Mr. Maurice McIntyre, for the conduct of 'Minor Works' at the Frome Housing Development on 2008 November 6. The value of the contract was in the amount of \$3,685,072.08.



Contracts awarded to Mr. Johan O’Gilvie

In response to the referenced OCG Requisition, Mr. Johan O’Gilvie, in his sworn response of 2010 July 26, provided the following information regarding the contracts which were awarded to him by the NHT:

<i>Name of Project</i>	<i>Location</i>	<i>Date Engaged</i>	<i>Value of Project</i>	<i>Amount Paid</i>
<i>Water Works Housing Scheme</i>	<i>Westmoreland</i>	<i>May 9, 2007</i>	<i>\$2,759,833.26</i>	<i>\$3,663,931.23</i>
<i>Morris Meadows Housing Scheme 1</i>	<i>Portmore, St. Catherine</i>	<i>August 29, 2006</i>	<i>\$3,882,689.16</i>	<i>\$4,667,427.29</i>
<i>Morris Meadows Housing Scheme 2</i>	<i>Portmore, St. Catherine</i>	<i>August 2, 2007</i>	<i>\$3,523,771.94</i>	<i>\$3,679,000.01</i>
<i>New Yarmouth Housing Development</i>	<i>Clarendon</i>	<i>August 28, 2007</i>	<i>\$3,574,458.95</i>	<i>\$3,932,821.37</i>
<i>Frome Housing Development</i>	<i>Westmoreland</i>	<i>October 30, 2008</i>	<i>\$3,685,072.08</i>	<i>\$4,480,822.60 (estimate)</i>

Having calculated the total value of the aforementioned contracts, the OCG found that the aggregate value of all the contracts which were awarded to Mr. Johan O’Gilvie, as reported by him, was \$17,425,825.39, while the actual amount which was reported to have been paid was in the amount of \$20,424,002.50

The OCG, in an attempt to corroborate the statements which were made by Mr. Johan O’Gilvie in his response of 2010 July 26, and the statements which were made by Mr. Donald Moore, in his sworn response of 2010 June 24, as well as to ascertain whether the NHT was complicit with its QCA reporting requirement, undertook an examination of the QCA Reports which were submitted to the OCG by the NHT during the referenced period. The following represents the



contracts which were reported by the NHT as having been awarded to Mr. Johan O’Gilvie based upon the QCA Reports which were submitted to the OCG:

No.	Year	Contract Award Date	Contract Description	Contract Value \$	Principal Site
1.	2006	2006-08-29	Agreement for Minor Works, Morris Meadows Construction	3882689	St. Catherine
2.	2007	2007-05-16	Agreement For Minor Works, Waterworks Housing Development	2759833	Westmoreland
3.	2007	2007-08-02	Agreement For Minor Works, Morris Meadows Housing Development	3523772	St. Catherine
4.	2007	2007-08-28	Agreement For Construction of Units	3574459	Clarendon
5.	2008	2008-10-30	Agreement for Minor Works(NHT\'s Small Contractors Programme)	3685072	Frome, Westmoreland

Having regard to the foregoing, the OCG found that the contracts which were stated by Mr. O’Gilvie were corroborated by the NHT and reflected in the QCA Reports which were submitted to the OCG by the NHT.



THE CONTRACT AWARD PROCESS EMPLOYED BY THE NHT FOR THE AWARD OF CONTRACTS UNDER ITS SMALL CONTRACTORS' PROGRAMME

The OCG, during the conduct of its Investigation, was advised, by Mr. Donald Moore, Senior General Manager, Construction and Development, NHT, in his sworn response, which was dated 2010 June 24, that the process which was undertaken by the NHT, in the selection of 'small contractors' initially involved (a) the use of a 'Contractor's Questionnaire Form', which was used to identify competent builders from among the persons recommended for the referenced Programme, (b) that contractors were to be in possession of a valid Tax Compliance Certificate, (c) that small contractors were to be experienced in the construction of houses and (d) that the veracity of the said information submitted was to be investigated by the assigned Project Manager to determine suitability.

The OCG was, however, further informed by Mr. Moore, in his referenced sworn response, that the foregoing process changed in 2006 when the NCC, by way of its letter of 2006 January 4, stipulated that (a) contractors registered with the Programme, were also to be registered with the NCC, in accordance with the established procedures of the GoJ Procurement Policy Guidelines, as Approved Works Contractors in the Building Construction Category, (b) the contracts are to be below the NCC threshold of \$4M, and (c) that transparency and advertising remain important features in the governance of the said Programme.

Having regard to the foregoing, the OCG, by way of its Statutory Requisitions which were dated 2011 August 16, respectively, sought to determine the process which was employed by the NHT, in respect of the selection of small contractors for its Small Contractors Programme as known by certain officers of the NHT. In this regard, the OCG posed the following question to Mr. Keith Clarke, Manager, Property Management Department, and Mr. Quinton Masters, Assistant General Manager:



“Please provide an Executive Summary detailing the process through which Contractors were selected for the NHT’s Small Contractor’s Programme. The Executive Summary should include, inter alia, the following:

- (a) The methodology, if any, which was utilised to screen and select suitable/qualified Contractors; and*
- (b) The name(s) and title(s) of the person(s) who was/were involved in the Contractor selection process at the NHT.”¹⁷*

Mr. Keith Clarke, Manager, Property Management Department, NHT, by way of his sworn response of 2011 September 7, advised the OCG of, *inter alia*, the following:

“Contractors for the initial SCP were selected from the cadre of contractors who were engaged in the NHT’s BOL/HI programme started in 1976. Over the years these contractors had demonstrated an accepted level of proficiency in building construction and confirmed their willingness to partner with the NHT in the SCP. Over time, these contractors were engaged on other projects based on their satisfactory performance on previous projects and their willingness to participate in the programme. Each contractor would be required to complete a contractor’s questionnaire.

The names of persons involved in the contractor selection process of the original SCP are listed below;

- Dennis Wong - Director, Minor Projects*
- Harold Campbell - Technical Coordinator*
- Garfield Maloney - Technical Coordinator*
- Keith Clarke - Technical Coordinator*

¹⁷ OCG Statutory Requisition which was dated 2011 August 16, Question 5



Under the LSMP, contractors who were previously engaged in the SMP were recruited to be a part of the new programme. As there were not enough contractors available, the NHT posted advertisements at the NHT website, Masterbuilders website and post offices inviting interested contractors to join the programme. The criteria for selection was set out in the advertisement ...and the Contractor's Pre-qualification Form made available at all NHT offices in addition to the web sites aforementioned. Contractors who were interested would complete the pre-qualification form and submit their valid NCC & TCC registration to the NHT where they would be checked against the eligibility criteria.¹⁸ (OCG Emphasis)

It is instructive to note that Mr. Keith Clarke also provided the OCG with a copy of a Tender Notice, which was prepared by the NHT, and which invited Building Contractors to participate in its "**LABOUR & SMALL MATERIALS PROGRAMME**". The referenced Notice requested that interested contractors complete and return the "*Contractor's Prequalification document*" and outlined the following eligibility criteria:

1. *Be registered with the National Contracts Commission (NCC) as a building contractor. (Grade 4).*
2. *Be in possession of a valid Tax Compliance Certificate (TCC).*
3. *Have a minimum of three (3) years experience as a building contractor*
4. *Proven track record in building construction, supported by recommendation from Clients.*
5. *Be in possession of adequate financial and human resources to efficiently maintain the work programme for the duration of the contract period (minimum 3 months).*¹⁹

Mr. Quinton Masters, Assistant General Manager, NHT, by way of his sworn response, which was dated 2011 September 28, provided the OCG with, *inter alia*, the following information:

¹⁸ Response which was received from Mr. Keith Clarke that was dated 2011 September 7, Response 5

¹⁹ Advertisement which was provided by Mr. Keith Clarke



Water Works Phase I

- *Keith Clarke* *Snr. Manager Interim Finance Project – Project Manager*
- *Seric Smith* *Project Officer*

Morris Meadows Phase 2

- *Keith Clarke* *Snr. Manager Interim Finance Project – Project Manager*
- *Seric Smith* *Project Officer*

Morris Meadows Phase 3

- *Clive Davis* *Snr. Project Manager – Project Manager*
- *Seric Smith* *Project Officer*

In all instances, the recommendations from the Project Manager for the selection of Contractors were endorsed by myself and recommended to the Snr. General Manager for approval.²⁰ (OCG Emphasis)

The OCG, by way of its Statutory Requisition which was dated 2011 August 15, posed the following question to Mr. Michael Taylor, Assistant General Manager, Project Management, NHT:

*“Please provide an Executive Summary detailing the process through which the ‘Sham Contractors’ were selected for the NHT’s Small Contractor’s Programme. The Executive Summary should include, inter alia, the methodology, if any, which was utilized to screen and select suitable/ qualified Contractors.”*²¹

²⁰ Response which was received from Mr. Quinton Masters which was dated 2011 September 28

²¹ OCG Requisition which was sent to Mr. Michael Taylor that was dated 2011 August 15. Question 13.



It is instructive to note that Mr. Michael Taylor, Assistant General Manager, Project Management, NHT, by way of his sworn response which was dated 2011 September 8, informed the OCG that he was “...not aware of the process through which the ‘Sham Contractors’ were selected for the NHT’s Small Contractor’s Programme because they were in the Programme prior to them starting work on projects that are in my portfolio.”²²

Having regard to the foregoing sworn responses, which were provided by Mr. Keith Clarke, Manager, Property Management Department, NHT, and Mr. Quinton Masters, Assistant General Manager, NHT, the OCG found that there were certain eligibility requirements that were established by the NHT for the selection of small contractors. These requirements entailed, *inter alia*, the following:

1. Expression of interest to participate in the programme;
2. Registration with the NCC as a Grade 4 building contractor;
3. Possession of a valid Tax Compliance Certificate (TCC);
4. A minimum of three (3) years experience as a building contractor;
5. A Proven track record in building construction, supported by recommendations from Clients;
6. Adequate financial and human resources to efficiently maintain the work programme for the duration of the contract period (minimum 3 months); and
7. Satisfactory level of performance for applicants who had previously worked in the programme on other NHT projects.

²² Response which was received from Mr. Michael Taylor that was dated 2011 September 8. Response 13.



VARIATIONS TO CONTRACTS AWARDED UNDER THE NHT'S SMALL CONTRACTORS' PROGRAMME

Based upon the foregoing contracts which were evidenced to have been awarded by the NHT to the referenced suspected 'sham contractors' under the auspices of the Small Contractors' Programme, the OCG noted that there were several variations from the original contract sums.

In the premises, the OCG, by way of its Statutory Requisitions which were dated 2011 August 15 and 16, respectively, and which were sent to Mr. Quinton Masters, Assistant General Manager, NHT, Mr. Keith Clarke, Manager, Interim Finance, NHT, Mrs. Shani Dacres-Lovindeer, Senior Project Manager, NHT, and Mr. Michael Taylor, Assistant General Manager, NHT, enquired as follows:

*"Please indicate whether there were any variations to the contracts which were awarded to (a) Amoy Guthrie, (b) Lucien Lawrence, (c) Johan O'Gilvie, (d) Maurice McIntyre and (e) Marlon Plummer under the NHT's Small Contractor's Programme. If yes, please indicate (a) the amount by which the contract value(s) fluctuated, (b) the justification for the stated variation(s) and (c) the name(s) and title(s) of the authorizing officer(s) who approved the variation in each instance."*²³

Having regard to the foregoing OCG Statutory Requisition, Mr. Quinton Masters, in his sworn response which was dated 2011 September 28, informed the OCG of the following:

"Below are the variations to the contracts which were awarded to the named Contractors.

²³ OCG Requisitions which was dated 2011 August 16, Question #18.



Morris Meadows – Phase 1, Portmore St. Catherine

	Contractors	Contract Sum	Variation	Justification	Approver
a.	Amoy Guthrie	\$3,882,688.50	\$371,124.32	Additional manhole Change in ceiling Deduction from contract	Earl Samuels Managing Director
b.	Lucien Lawrence	\$3,882,688.50	\$352,581.24	Additional manhole Change in ceiling Deduction from contract	Earl Samuels Managing Director
c.	Johan O’Gilvie	\$3,882,688.50	\$315,495.09	Additional manhole Change in ceiling Deduction from contract	Earl Samuels Managing Director
d.	Intouch Construction	\$3,882,688.50	\$315,495.09	Additional manhole Change in ceiling Deduction from contract	Earl Samuels Managing Director

By way of a document which was appended to Mr. Quinton Master’s sworn response, which was dated 2011 September 28, the OCG found that the following representations, *inter alia*, were made:

	Contractors	Original Contract Sum	Final Contract Sum
5	Intouch Construction & Security	\$3,882,688.50	\$4,541,867.04
6	Johan O’Gilvie	\$3,882,688.50	\$4,567,427.29
7	Amoy Guthrie	\$3,882,688.50	\$4,633,878.64
8	Lucien Lawrence	\$3,882,688.50	\$4,602,718.93

Based upon the foregoing variations which were provided by Mr. Quinton Masters and the OCG’s own calculations of the original contract sums and the respective variation amounts, it was found that there were inconsistencies in the final contract sums as purported by Mr. Masters in the above table. In point of fact, the OCG’s calculations revealed as follows:



No.	Contractors	Original Contract Sum	Variation	Final Contract Sum	Variance in Final contract Sum
1	Intouch Construction & Security/ Marlon Plummer	\$3,882,688.50	\$315,495.09	\$4,198,183.59	\$343,683.45
2	Johan O'Gilvie	\$3,882,688.50	\$315,495.09	\$4,198,183.59	\$369,243.70
3	Amoy Guthrie	\$3,882,688.50	\$371,124.32	\$4,253,812.82	\$380,065.82
4	Lucien Lawrence	\$3,882,688.50	\$352,581.24	\$4,235,269.74	\$367,449.19

As it regards the foregoing Housing development, the document which was submitted to the OCG by Mr. Quinton Masters also stated that all units had been completed and delivered to the selected customers and that the following reasons accounted for the variation in the original contract sum:

1. Additional manhole for some units;
2. Change from flat ceiling to vaulted ceiling; and
3. Labour fluctuation.

Morris Meadows – Phase 2, Portmore St. Catherine

	<i>Contractors</i>	<i>Contract Sum</i>	<i>Variation</i>	<i>Justification</i>	<i>Approver</i>
<i>a.</i>	<i>Amoy Guthrie</i>	<i>\$3,523,771.94</i>	<i>\$155,228.07</i>	<i>Supply concrete blocks Supply flute columns Deduction from contract</i>	<i>Earl Samuels Managing Director</i>
<i>b.</i>	<i>Lucien Lawrence</i>	<i>\$3,523,771.94</i>	<i>\$96,908.51</i>	<i>Supply concrete blocks Supply flute columns Deduction from contract</i>	<i>Earl Samuels Managing Director</i>
<i>c.</i>	<i>Johan O'Gilvie</i>	<i>\$3,523,771.94</i>	<i>\$194,506.03</i>	<i>Supply concrete blocks Supply flute columns Deduction from contract</i>	<i>Earl Samuels Managing Director</i>
<i>d.</i>	<i>Intouch Construction</i>	<i>\$3,523,771.94</i>	<i>\$202,181.15</i>	<i>Supply concrete blocks Supply flute columns Deduction from contract</i>	<i>Earl Samuels Managing Director</i>



By way of a document which was submitted to the OCG in respect of Mr. Quinton Master's sworn response which was dated 2011 September 28, the following, *inter alia*, representations were made:

	Contractors	Original Contract Sum	Final Contract Sum
1	<i>Intouch Construction & Security</i>	\$3,523,771.94	\$3,725,953.09
2	<i>Johan O'Gilvie</i>	\$3,523,771.94	\$3, 679,000.01
3	<i>Amoy Guthrie</i>	\$3,523,771.94	\$3,718,277.97
4	<i>Lucien Lawrence</i>	\$3,523,771.94	\$3,620,680.45

Based upon the foregoing variations which were provided by Mr. Quinton Masters and the OCG's own calculations of the original contract sums and the respective variation amount, it was found that there were inconsistencies in the final contract sums as purported by Mr. Masters in the above table. In point of fact, the OCG's calculations reveal as follows:

No.	Contractors	Original Contract Sum	Variation	Final Contract Sum	Variance in Final contract Sum
1	Intouch Construction & Security	\$3,523,771.94	\$202,181.15	\$3,725,953.09	No variance
2	Johan O'Gilvie	\$3,523,771.94	\$194,506.03	\$3, 679,000.01	*
3	Amoy Guthrie	\$3,523,771.94	\$155,228.07	\$3,718,277.97	*
4	Lucien Lawrence	\$3,523,771.94	\$96,908.51	\$3,620,680.45	No variance

* In calculating the foregoing original contract sums and the variation sums the OCG noted that the calculations for Amoy Guthrie totaled the final contract sum for Mr. Johan O'Gilvie and vice versa.

The referenced document indicated that all units had been completed, and that the following resulted in the variations as per the following:

1. Removal of installation of window from contract;
2. Removal of pressure testing of water lines from contract; and
3. Some contractors supply concrete blocks due to problems with block supplier.



Morris Meadows – Phase 3, Portmore St. Catherine

	Contractors	Contract Sum	Variation Sum	Justification	Approver
a.	<i>Intouch Construction</i>	\$8,260,279.16	\$428,078.54	<i>Increase scope of work Increase in quantities Deduction from contract</i>	<i>Donald Moore SGM C & D</i>

The referenced document which was provided to the OCG via Mr. Quinton Masters' aforementioned sworn response detailed the following as it regards the foregoing project:

	Contractors	Original Contract Sum	Final Contract Sum
1	<i>Intouch Construction & Security</i>	\$8,260,279.16	\$8,436,436.76

Based upon the foregoing variation which was provided by Mr. Quinton Masters and the OCG's own calculation of the original contract sum and the variation amount, it was found that there were inconsistencies in the final contract sums as purported by Mr. Masters in the above table. In point of fact, the OCG's calculations revealed as follows:

No.	Contractors	Original Contract Sum	Variation	Final Contract Sum	Variance in Final contract Sum
1	Intouch Construction & Security	\$8,260,279.16	\$428,078.54	\$8,436,436.76	\$251,920.94

The foregoing unit was stated as having been completed, and the following justifications for the variation in the original contract price given:

1. Increase in height of some floor levels;
2. Labour fluctuation; and
3. The reinforcement of T1-11 plyboards, which were damaged by the elements due to the delay in the supply of the roof sheeting for Intouch Construction and Security Ltd.



Water Works – Phase 1, Westmoreland

	Contractors	Contract Sum	Variation	Justification	Approver
a.	<i>Amoy Guthrie</i>	\$2,759,833.26	\$401,644.26 \$716,980.98 (\$95,767.52) (\$11,900.00) (\$6,720.00) <u>(\$5,854.94)</u> \$998,378.78	<i>Increase in scope of work Material Purchase & Electricity Window Installation Water supply Medicine chest installation Painting door & skirting</i>	<i>Donald Moore SGM C & D/ Act Managing Director</i>
b.	<i>Lucien Lawrence</i>	\$2,759,833.26	\$401,644.26 \$1,072,669.13 (\$95,767.52) (\$11,900.00) (\$6,720.00) <u>(\$5,854.94)</u> \$1,354,070.93	<i>Increase in scope of work Material Purchase & Electricity Window Installation Water supply Medicine chest installation Painting door & skirting</i>	<i>Donald Moore SGM C & D/ Act Managing Director</i>
c.	<i>Johan O’Gilvie</i>	\$2,759,833.26	\$401,644.26 \$341,383.92 (\$95,767.52) (\$11,900.00) (\$6,720.00) <u>(\$5,854.94)</u> \$622,785.72	<i>Increase in scope of work Material Purchase Window Installation Water supply Medicine chest installation Painting door & skirting</i>	<i>Donald Moore SGM C & D/ Act Managing Director</i>
d.	<i>Maurice McIntyre</i>	\$2,759,833.26	\$401,644.26 \$582,457.63 (\$95,767.52) (\$11,900.00) (\$6,720.00) <u>(\$5,854.94)</u> \$863,859.43	<i>Increase in scope of work Material Purchase Window Installation Water supply Medicine chest installation Painting door & skirting</i>	<i>Donald Moore SGM C & D/ Act Managing Director</i>
e.	<i>Intouch Construction</i>	\$2,759,833.26	\$401,644.26 \$949,678.63 (\$95,767.52) (\$11,900.00) (\$6,720.00) <u>(\$5,854.94)</u> \$1,231,080.43	<i>Increase in scope of work Material Purchase & Electricity Window Installation Water supply Medicine chest installation Painting door & skirting</i>	<i>Donald Moore SGM C & D/ Act Managing Director</i>

Having regard to the foregoing project, the OCG found, by way of a document which was provided to it by Mr. Quinton Masters, via his sworn response of 2011 September 28, that the following representations, *inter alia*, were made:



	Contractors	Original Contract Sum	Final Contract Sum
5	<i>Intouch Construction & Security</i>	\$2,759,833.26	\$3,184,519.78
6	<i>Johan O'Gilvie</i>	\$2,759,833.26	\$3,316,287.36
7	<i>Amoy Guthrie</i>	\$2,759,833.26	\$3,205,293.76
8	<i>Lucien Lawrence</i>	\$2,759,833.26	\$3,202,387.00
21	<i>Maurice McIntyre</i>	\$2,759,833.26	\$3,189,830.50

Based upon the foregoing variations which were provided by Mr. Quinton Masters and the OCG's own calculations of the original contract sums and the variation amount, it was found that there were inconsistencies in the final contract sums as purported by Mr. Masters in the above table. In point of fact, the OCG's calculations reveal as follows:

No.	Contractors	Original Contract Sum	Reported Variation	Reported Final Contract Sum	Variance in Final contract Sum
1	Intouch Construction & Security	\$2,759,833.26	\$1,231,080.43	\$3,184,519.78	\$806,393.91
2	Johan O'Gilvie	\$2,759,833.26	\$622,785.72	\$3,316,287.36	\$66,331.62
3	Amoy Guthrie	\$2,759,833.26	\$998,378.78	\$3,205,293.76	\$552,918.28
4	Lucien Lawrence	\$2,759,833.26	\$1,354,070.93	\$3,202,387.00	\$911,517.19
5	Maurice McIntyre	\$2,759,833.26	\$863,859.43	\$3,189,830.50	\$433,862.19

The referenced document detailed that the following reasons accounted for the variation in the contract price:

1. 12% fluctuation in labour cost;
2. Grading and landscaping of areas around unit;
3. Installation of 2"x 2" wpp on rafters to take T1- 11;
4. Installation of T1-11 ply to underside of rafters;
5. Scaffold and Sundries;
6. **Omit security cost from individual contracts and award centralized security to Intouch Construction & Security Ltd.;**



7. Additional Supervision (2 Months);
8. Rental of Generator- no electricity on site;
9. Manhole over septic tank;
10. Painting of blocking board;
11. Painting of fascia board;
12. Painting of closet;
13. Removal of medicine chest installation;
14. Removal of painting to metal door and skirting; and
15. Removal of window installation.

As it regards the New Yarmouth and Frome Housing Development Projects, the OCG found by way of representations which were made in the sworn response which was dated 2011 September 8, and which was presented to the OCG by Mr. Michael Taylor, Assistant General Manager, NHT, *inter alia*, the following:

<i>Project</i>	<i>Contractor</i>	<i>Variation Value</i>	<i>Justification for Variation</i>	<i>Name & Title of Approver</i>
<i>New Yarmouth</i>	<i>Intouch Construction & Security Co. Ltd.</i>	<i>\$1,597.66</i>	<i>To construct landing to the front of the unit because of the difference in elevations between ground and floor levels.</i>	<i>Michael Taylor, SGM, Acting</i>
<i>New Yarmouth</i>	<i>Johan O'Gilvie</i>	<i>\$85,701.84</i>	<i>To construct landings to the front of the 3 units because of the difference in elevations between ground and floor levels. To remove and replace reinforcements due to waterlogged foundation trenches after making good the foundation trenches.</i>	<i>Michael Taylor, SGM, Acting</i>



<i>Project</i>	<i>Contractor</i>	<i>Variation Value</i>	<i>Justification for Variation</i>	<i>Name & Title of Approver</i>
<i>New Yarmouth</i>	<i>Intouch Construction & Security Co. Ltd.</i>	<i>\$145,453.53</i>	<p><i>1) To include items that were inadvertently omitted from the works.</i></p> <p><i>2) To replace external locks because of security reasons.</i></p> <p><i>3) To import material, instead of using excavated material, to backfill Tile Field.</i></p> <p><i>4) Extended preliminaries due to additional works and extension of time granted due to exceptional weather in April 2008.</i></p>	<i>Earl Samuels, Managing Director</i>
<i>New Yarmouth</i>	<i>Johan O'Gilvie</i>	<i>\$271,735.60</i>	<p><i>1) To include items that were inadvertently omitted from the works.</i></p> <p><i>2) To replace external locks because of security reasons.</i></p> <p><i>3) To import material, instead of using excavated material, to backfill Tile Fields.</i></p> <p><i>4) Extended preliminaries due to additional works and extension of time granted for inclement weather in April 2008.</i></p>	<i>Earl Samuels, Managing Director</i>
<i>Frome 23</i>	<i>Maurice McIntyre</i>	<i>\$138,234.00</i>	<i>The construction of additional wastewater manholes and drainage pipes to ensure that waste water from the units flows into the</i>	<i>Procurement Committee</i>



Project	Contractor	Variation Value	Justification for Variation	Name & Title of Approver
			<i>sewers.</i>	
<i>Frome 23</i>	<i>Intouch Construction & Security Co. Ltd.</i>	<i>\$138,234.00</i>	<i>The construction of additional wastewater manholes and drainage pipes to ensure that waste water from the units flows into the sewers.</i>	<i>Procurement Committee</i>
<i>Frome 23</i>	<i>Maurice McIntyre</i>	<i>\$78,000.00</i>	<i>The supply and delivery of rough lumber, which is required for the works, was inadvertently omitted from the contract</i>	<i>Michael Taylor, AGM</i>
<i>Frome 23</i>	<i>Johan O'Gilvie</i>	<i>\$78,000.00</i>	<i>As above</i>	<i>Michael Taylor, AGM</i>
<i>Frome 23</i>	<i>Amoy Guthrie</i>	<i>\$78,000.00</i>	<i>As above</i>	<i>Michael Taylor, AGM</i>
<i>Frome 23</i>	<i>Intouch Construction & Security Co. Ltd.</i>	<i>\$78,000.00</i>	<i>As above</i>	<i>Michael Taylor, AGM</i>
<i>Frome 23</i>	<i>Maurice McIntyre</i>	<i>\$369,922.50</i>	<i>The construction of an electrical stanchion, which was a new JPS Co. requirement.</i>	<i>Donald Moore, SGM</i>
<i>Frome 23</i>	<i>Johan O'Gilvie</i>	<i>\$369,922.50</i>	<i>As above</i>	<i>Donald Moore, SGM</i>
<i>Frome 23</i>	<i>Amoy Guthrie</i>	<i>\$369,922.50</i>	<i>As above</i>	<i>Donald Moore, SGM</i>
<i>Frome 23</i>	<i>Intouch Construction & Security Co. Ltd.</i>	<i>\$369,922.50</i>	<i>As above</i>	<i>Donald Moore, SGM</i>



<i>Project</i>	<i>Contractor</i>	<i>Variation Value</i>	<i>Justification for Variation</i>	<i>Name & Title of Approver</i>
<i>Frome 23</i>	<i>Maurice McIntyre</i>	<i>\$532,180.75</i>	<i>The purchase of additional aggregates because the initial quantities were grossly underestimated.</i>	<i>Donald Moore, SGM</i>
<i>Frome 23</i>	<i>Johan O'Gilvie</i>	<i>\$532,180.75</i>	<i>As above</i>	<i>Donald Moore, SGM</i>
<i>Frome 23</i>	<i>Amoy Guthrie</i>	<i>\$533,072.55</i>	<i>As above</i>	<i>Donald Moore, SGM</i>
<i>Frome 23</i>	<i>Intouch Construction & Security Co. Ltd.</i>	<i>\$532,626.65</i>	<i>As above</i>	<i>Donald Moore, SGM</i>



SECURITY SERVICES CONTRACTS AWARDED TO INTOUCH CONSTRUCTION AND SECURITY LTD.

During the OCG's review of its Consolidated QCA Database, it was revealed that the NHT awarded a plethora of contracts to Intouch Construction and Security Ltd. / Marlon Plummer for the provision of Security Services at several sites during the period 2006 June to 2009 May. In this regard, the OCG, by way of its Statutory Requisition which was dated 2010 June 4, required that Mr. Donald Moore respond to, *inter alia*, the following question:

“ Has any contract been awarded to any of the following persons and/or entities for the provision of security services on any site for which the contractor was /is performing/ executing a contract under the Small Contractor's Programme:

- i. Intouch Construction and Security;*
- ii. Johan O'Gilvie & Associates;*
- iii. Amoy Guthrie;*
- iv. Maurice McIntyre; and*
- v. Lucien Lawrence.*²⁴

In the foregoing regard, Mr. Donald Moore, by way of his sworn response which was dated 2010 June 24, responded as follows:

*“Yes, a contract for the provision of security services was awarded to Intouch Construction and Security on the Waterworks Housing Development.”*²⁵

In an effort to substantiate the foregoing assertion, Mr. Donald Moore provided the OCG with a NHT Memorandum, which was dated 2008 February 29, that was sent by Mr. Seric Smith,

²⁴ OCG Statutory Requisition which was sent to Mr. Donald Moore which was dated 2010 June 4. Question #10.

²⁵ Response which was received from Mr. Donald Moore that was dated 2010 June 24. Response # 10.



Project Officer, Interim Finance, to Mr. Donald Moore, Senior General, Construction and Development, and which was captioned “*Water Works Housing development – Security Services*”.

The referenced Memorandum detailed, *inter alia*, the following:

1. That a list of five (5) security contractors had been invited to submit tenders to undertake 24 hours security services at the captioned development until the units had been handed over to customers;
2. That the ‘in-house’ estimate was in the amount of \$2,340,000.00;
3. That a recommendation was made for the following list of contractors to undertake the referenced services based upon their willingness to participate in the tender and also that they were registered with the NCC:
 - a. Guardsman Ltd.;
 - b. Alpha Security Services (1984) Ltd.;
 - c. Protection and Security Ltd.;
 - d. Mica Security Company Ltd.; and
 - e. Intouch Construction and Security Ltd.

The OCG also found, by way of letters which were dated 2008 March 5, that Mr. Seric Smith, Project Officer, Interim Finance, NHT, sent an invitation to representatives of the five (5) above-mentioned Security Firms for them to submit a quotation by 2008 March 12, in respect of the provision of security services at the referenced Housing Development.

The OCG found that the Tender Receiving Form, which was prepared in respect of the referenced procurement bore, *inter alia*, the following information:

1. That the tender closing date was 2008 March 12;



2. That the tender opening date was 2008 March 12;
3. That a tender was submitted by Protection and Security Company Ltd., in the amount of \$300 per hour for Armed Guards, \$220 per hour for Unarmed Guards and double on public holidays;
4. That a tender was submitted by Mica Security Company Ltd., in the amount of \$280 per hour for Armed Guards and \$220 per hour for Unarmed Guards;
5. That a tender was submitted by Guardsman Ltd., in the amount of \$245 per hour for Unarmed Guards and \$375 per hour for Armed Guards; and
6. That a tender was submitted by Intouch Construction and Security Ltd., in the amount of \$140 per hour for Unarmed Guards and \$160 per hour for Armed Guards.

The OCG also undertook a review of the Quotations which were submitted by the four (4) contractors referenced above, which confirmed the costs quoted above in the referenced Tender Receival Form. The OCG also evidenced that all four (4) companies had submitted valid Tax Compliance Certificates (TCC) and were duly registered by the NCC, in the Category of ‘Safety and Security’.

The OCG found, by way of a NHT Memorandum, which was dated 2008 March 25, and which was sent by Mr. Seric Smith to Mr. Donald Moore, that the tender which was submitted by Intouch Construction and Security Ltd. was submitted for approval based upon the fact that it was considered to be the lowest responsive tender.

The referenced Memorandum also stated that *“It is anticipated that the services will be required for a maximum period of three months with a complement of one (1) un-armed guard and one (1) armed guard during the days and two (2) un-armed and one (1) armed guard during the nights, hence a total cost of ...(\$825, 840.00)”*²⁶

²⁶ NHT Memorandum dated 2008 March 25.



It was further stated that the “...*minimum rates specified by the Ministry of Labour are \$162.50 per hour per guard and \$190.00 per hour for un-armed and armed guards respectively*”²⁷ and that the estimated budget was in the amount of \$2,340,000.00.

Having regard to the foregoing, the OCG found that Mr. Seric Smith, in the referenced Memorandum, recommended that the referenced tender be approved.

By way of the Procurement Evaluation Form, which was prepared in respect of the referenced procurement, the OCG found that the Procurement Committee approved the referenced security contract to be awarded to Intouch Construction and Security Ltd. The OCG has also evidenced the signature of Mr. Donald Moore, et al. approving the referenced contract.

Mr. Donald Moore, in his sworn referenced response, also provided to the OCG a contract which was dated 2008 April 30, that was duly signed and entered into between the NHT and Intouch Construction and Security Ltd., and which was in the amount of \$825,840.00. The referenced contract also detailed the following contract terms:

“The Contractor HEREBY AGREES to provide the Security Services and such other related services as are herein-after described as Schedule I at the premises beneficially owned by the NHT in respect of thirty-nine two bedroom units located at Waterworks Housing Development...”

The Contractor shall ensure that its registration with the Private Security Regulations Authority is current and that all its employees are also licensed by this body. The Contractor shall provide proof in support of the aforementioned.

²⁷ NHT Memorandum dated 2008 March 25.



Scope of Works

The services to be provided include, but is not limited to:

- *ensuring that access to all thirty-nine studio units is restricted to persons duly authorized by the NHT*
- *ensuring that no fitting, fixtures or material is removed from the said units without NHT's authorization*
- *preventing any illegal activities from occurring on the related properties.*
- *To prevent units from being vandalized.”²⁸*

The OCG also found, by way of a letter which was dated 2008 April 2, that was sent by Mr. Seric Smith, Project Officer, Interim Finance, NHT, to Mr. Marlon Plummer, Intouch Construction and Security Services Ltd., in respect of the provision of security services at the Water Works Housing Development, that the following, *inter alia*, was stated:

“This is to confirm that your tender for the securing of thirty-nine (39) two-bedroom units at the captioned has been accepted by the National Housing Trust (NHT)... the commencement date for the services is 2008 April 1.”²⁹

The OCG found, by way of a NHT Inter- Office Memorandum, which was dated 2009 August 20, and which was sent to Mr. Donald Moore by Ms. Peta- Ann Dick, Project Officer, NHT, that the referenced security contract was the subject of several variations. The referenced Memorandum sought approval for the recommendation for Variation #6 to Intouch Construction and Security Ltd., in the amount of \$351, 360.00 “ *...for securing the remaining seven (7) two-bedroom units ... for the period 2009 September 1 to November 30. The Westmoreland Branch*

²⁸ Security Services Contract which was dated 2008 April 30.

²⁹ Letter dated 2008 April 2, which was sent to Mr. Marlon Plummer by Mr. Seric Smith.



Office has handed over thirty-two (32) of the thirty-nine (39) ...[and] has advised that there are no prospective customers for the remaining seven (7) units...’’³⁰

The OCG also found that the referenced Memorandum included, as one of the justifications for the extension of the security services, the argument that the Units are located to the rear of the site and, as such, are prone to vandalism.

It is instructive to note that the referenced Memorandum also detailed, *inter alia*, the following variations which preceded the above cited:

- “ *The original contract sum is \$ 825,840.00 (Apr.1- June 30, 2008)*
- *Approved Variation #1 is \$550,560.00 (July 1 – Aug 30, 2008)*
- *Approved Variation # 2 is \$1,092,240.00 (Aug. 31- Dec. 31, 2008)*
- *Approved Variation #3 is \$325,680.00(Jan.1- Feb. 28, 2009)*
- *Approved Variation # 4 is \$493,680.00 (Mar.1- May 31, 2009)*
- *Approved Variation #5 is \$373,200.00(June 1- Aug. 31, 2009)*
- *Proposed Variation # 6 is \$351,360.00 (Sept.1 – Nov.30, 2009)*
- *Total contract sum is to \$4,012,560.00’’³¹.*

Of note is the fact that the OCG found, by way of the said document, that the referenced variation was approved on 2009 August 21.

In respect of payments which were made by the NHT to Intouch Construction and Security Ltd., regarding the foregoing security contract, the OCG found, by way of a Project Disbursement Sheet, which was prepared by the NHT, and which was dated 2009 November 23, that a total

³⁰ Inter-Office Memorandum which was dated 2009 August 24 that was sent to Mr. Donald Moore by Ms. Peta-Ann Dick.

³¹ NHT Inter-Office Memorandum which was dated 2009 August 20 and which was sent to Mr. Donald Moore by Ms. Peta Ann Dick.



sum of \$3,853,200.00 had been disbursed to the Contractor and that the balance to be disbursed was in the amount of \$159,360.00.

It is instructive to note that the OCG found via its Consolidated QCA Database that the following contracts were also awarded by the NHT to Intouch Construction and Security Ltd., for the provision of Security Services at its various sites:

<u>Contract Award Date</u>	<u>Contract Description</u>	<u>Contract Value</u>	<u>Principal Site</u>	<u>Procurement Method</u>	<u>Number Tenders Received</u>	<u>Procurement Committee Approval</u>
2006-06-13	Extension of Security Contract	864286	NHT, St. James	SS	1	Y
2006-10-11	Extension of Security Services Contract	300000	NHT, St. James	SS		Y
2006-11-23	Extension of Security Services Contract	500000	St. James	SS		Y
2008-01-09	Security Services Contract	524880	Waterworks, Housing Sch.	ST	4	Y
2008-05-21	Provision of Security Services	547230	St. Catherine	LT	3	Y
2008-07-28	Provision of Security Services	787500	Monymusk	SS	1	Y
2008-08-27	Provision of Security Services	575417	Frome, Westmoreland	LT	3	Y
2008-10-07	Provision of follow-on Security Services	533587	Monymusk, Clarendon	DC	1	Y
2009-01-07	Security Services Contract (Co. Sec.)	3406597	NHT, St. Catherine	ST	8	Y
2009-01-07	Security Services Contract (Co. Sec.)	3406597	NHT, St. James	ST	6	Y
2009-01-07	Security Services Contract (Co. Sec.)	2149238	NHT, Clarendon	ST	8	Y
2009-01-30	Extension of Security Services Contract, Frome Project, Westmoreland	575417	Frome Westmoreland	DC	0	Y
2009-02-10	Additional Security Services at Monymusk Housing Development	688500	Monymusk Housing Dev. Clarendon	DC	0	Y
2009-05-11	Extension of Contract for Security Services	1006979	Frome, Westmoreland	DC	1	Y



Having regard to the foregoing disclosures, the OCG, by way of its Statutory Requisition which was dated 2011 October 20, requested that Mr. Donald Moore provide certain particulars relating to, amongst other things, six (6) of the above referenced security contracts.

Mr. Donald Moore, Senior General Manager, NHT, in his sworn response to the foregoing, which was dated 2011 November 23, provided information which has led the OCG to the following:

1. The OCG has found that a formal contract which was dated 2006 July 13, was consummated between the NHT and Intouch Construction and Security Ltd. for the provision of Security Services at units which were located at the Green Pond Housing Development, St. James, in the amount of \$864,285.71.

It is instructive to note that the OCG found, by way of Mr. Donald Moore's sworn response of 2011 November 23, that it was indicated that the Direct Contracting Procurement Methodology was employed by the NHT, however, Mr. Moore informed the OCG that the entity was unable to locate particulars relating to the requisite approvals for the extension of contract.

The OCG found, via the Project Disbursement Sheets, which were prepared by the NHT and approved by Mr. Donald Moore, that payments amounting to \$835,714.29 were disbursed by the NHT to Intouch Construction and Security Ltd.

2. The OCG found that the Extension of Security Services Contract, which was stated by the NHT, in its QCA Reports, as having been awarded on 2006 October 11, to Intouch Construction and Security Company Ltd., in the amount of \$300,000.00, was undertaken utilizing the Direct Contracting Procurement Methodology.



Mr. Donald Moore, in his sworn response which was dated 2011 November 23, submitted to the OCG a copy of a NHT Memorandum, which was dated 2006 September 8, that was sent to him by Mr. Norman Boswell, Manager, NHT Projects. The referenced Memorandum sought the approval of Mr. Moore for the aforesaid extension of contract and provided the justification that “...an agreement has not been executed with the NWC regarding the connection of units to the sewage treatment plant ...”³²

The OCG found that a formal contract, which was dated 2006 October 11, was consummated between the NHT and Intouch Construction and Security Ltd. The OCG also found that payments, in the amount of \$375,000.00, were paid by the NHT, to the contractor, for security services which were rendered between the period 2006 September 1 to 2006 October 15.

It is instructive to note that the contract amount which was stated on the referenced Memorandum was in the amount of “\$321,428.57”³³. In this regard, the OCG has observed disparities in the contract amount which was reported by the NHT, via its QCA Report, which was in the amount of \$300,000.00, the amount which was stated on the referenced NHT Disbursement Sheet and that which was detailed in the referenced Memorandum.

3. In respect of the Extension of Security Services Contract which was stated by the NHT on its QCA Report to have been awarded on 2006 November 23, in the amount of \$500,000.00, the OCG found, via a NHT Memorandum, which was dated 2006 October 20, and which was sent to Mr. Donald Moore by Mr. Norman Boswell, Manager NHT Projects, that approval was sought for the extension of the said contract, in the amount of

³² NHT Memorandum which was dated 2006 September 8 that was sent to Mr. Donald Moore by Mr. Norman Boswell.

³³ NHT Memorandum which was dated 2006 September 8 that was sent to Mr. Donald Moore by Mr. Norman Boswell.- written contract amount does not correspond with numerical value.



\$514,285.71. The referenced Memorandum provided the justification that “...*the agreement has not been executed with the NWC regarding the connection of additional units to the sewage treatment plant, and the high risk of vandalism occurring during the period.*”³⁴

The OCG found that a formal contract, which was dated 2006 November 23, was consummated between the NHT and Intouch Construction and Security Ltd. for the provision of Security Services at the Green Pond Housing Development, Phase II, St. James. The OCG also found, by way of a NHT Project Disbursement Sheet, that payments amounting to \$600,000.00 had been disbursed to Intouch Construction and Security Ltd. by the NHT.

Having regard to the foregoing, the OCG has identified the following disparities in the payments which have been made and that which was reported by the NHT, via its QCA submissions:

- i. The OCG has also noted, based upon the terms of the referenced contract, that it was stated that “*This Agreement shall commence on the 21st day of **October, 2006** and continue for a period not exceeding ten (10) weeks...*” However, the OCG was provided with NHT Project Disbursement Sheets which indicate that payments were being made for the period commencing on 2006 October 16 and ending on 2007 January 7. It is instructive to note that the foregoing period preceded the stipulated contract commencement date of 2006 October 21, and as such, the NHT was billed for a period of five (5) days prior to the contract commencement date.

³⁴ NHT Memorandum which was dated 2006 October 20 that was sent to Mr. Donald Moore by Mr. Norman Boswell.



- ii. The OCG has also noted that the NHT's QCA submission indicates that the contract sum was in the amount of \$500,000.00, however, the NHT Project Disbursement Sheets indicate that an aggregate total of \$600,000.00 was disbursed by the NHT to Intouch Construction and Security Ltd.
4. In respect of the security services contract which was reported via the NHT's QCA Report to have been awarded to Intouch Construction and Security Ltd., on 2009 January 7, Mr. Donald Moore, by way of his sworn response, which was dated 2011 November 23, provided the OCG with a copy of the "Request for Tenders" which was prepared by the NHT in respect of same.

The referenced Request for Tenders, which was dated 2008 April, stated, *inter alia*, the following:

"The National Housing Trust (NHT) is in the process of standardizing security services at its regional business offices. The NHT will therefore enter into contract with registered security services providers for the provision of services, based on set guidelines and prescribed criteria.

The contractors shall be responsible for providing qualified security officers, in the numbers and for the hours specified, to perform Services as detailed...

- *Responding to requests of Branch Managers and/or Senior Client Services Representatives to visit and provide access to office building in response [sic] to alarms and emergencies after regular working hours.*



- *Provision of escort service for Branch Managers and/or Senior Client Services Representatives when they have to respond emergencies after working hours.*³⁵

The Invitation to Tender disclosed that tenders were being sought for Security Services for eleven (11) NHT Business Offices³⁶ and that tenders were to be submitted no later than “12:00 noon time on 8 June 2007”. It was further stated, *inter alia*, that “The Tenderer is required to submit a valid Tax Compliance Certificate (TCC), current National Contracts Commission (NCC) Registration Certificate and their Contractor’s Liscence [sic].”

Upon a review of the procurement documents which were provided to the OCG by Mr. Donald Moore, by way of his sworn response of 2011 November 23, the OCG noted, *inter alia*, the following, as it regards the three (3) Security Services contracts which were awarded to Intouch Construction and Security Ltd.:

- a. The OCG found, by way of the Tender Receival Form that was prepared by the NHT for Security Services at the St. Catherine Branch Offices, of which the Tender Opening and Closing date was 2008 May 9, that the Comparable Estimate was in the amount of \$3,270,400.00. The OCG also found that ten (10) tenders were received in respect of the foregoing, including a tender which was submitted by Intouch Construction and Security Ltd., in the amount of \$ 3,406,597.10. The OCG noted that the referenced Tender Receival Form indicated in the remarks column for Intouch Construction and Security Ltd.-“*No seal on bond*”.
- b. The OCG found that the Tender Receival Form which was prepared in respect of security services at the NHT’s Clarendon Branch Office detailed that the Tender

³⁵ Request for Tenders, Security Services (Regional) Section 1.0 **DESCRIPTION OF SERVICE.**

³⁶ Bidders were allowed to offer bids on any of the eleven (11) Business Office locations.



Opening and Closing date was 2008 May 9, and that the Comparable Estimate was in the amount of \$2,161,600.00. The OCG also found that ten (10) security entities submitted tenders, inclusive of one which was submitted by Intouch Construction and Security Ltd., in the amount of \$2,149,237.70.

- c. The OCG found, based upon a Tender Receipt Form which was prepared by the NHT, in respect of the provision of security services at the St. James Branch Office, that the Tender Opening and Closing date was 2008 May 9 and that the Comparable Estimate was in the amount of \$3,270,400.00. The OCG found that nine (9) tenders were submitted to the NHT, inclusive of a tender which was submitted by Intouch Construction and Security Ltd., in the amount of \$3,406,597.10.

The OCG has found, based upon a review of a NHT Memorandum, which was dated 2008 October 8, which was sent by Mr. Michael Taylor, AGM, Construction and Development, to the NHT's Procurement Committee, that approval was being sought for "*...tenders from **Intouch Construction & Security Ltd., Ranger Security Ltd. and Alpha Security Company Ltd.** in the amounts \$8,962,431.90, \$4,840,342.00 and \$2,508,920.70 respectively, for the provision of static security services at eleven (11) of the NHT's regional offices.*"³⁷

The referenced Memorandum indicated that the aforementioned bid, which was submitted by Intouch Construction and Security Ltd., "*...satisfied all the requirements by submitting the requisite documentation and was therefore deemed responsive*"³⁸.

³⁷ NHT Memorandum which was dated 2008 October 8 that was sent by Mr. Michael Taylor to the NHT's Procurement Committee.

³⁸ NHT Memorandum which was dated 2008 October 8, which was sent by Mr. Michael Taylor to the Procurement Committee.



Upon a review of the Minutes of the Meeting of the NHT's Procurement Committee, which was dated 2008 October 29, the OCG found that the Procurement Committee "*...approved the award of contracts to Intouch Construction*" in the amount of \$8,962,431.90.

It is instructive to note that Mr. Michael Taylor, in the referenced Memorandum indicated, *inter alia*, that the "*... form of Tender was Selective*" and that the "*...tenders recommended are those with the highest scores for quality and the lowest bids for each location*".

Further, Mr. Taylor reiterated, in the aforesaid Memorandum that the requirements for the responsiveness of tenders were:

1. The submission of a NCC;
2. The submission of a TCC;
3. Completed and signed bid on the Form of Tender;
4. Tender bond of \$250,000.00;
5. Evidence of appropriate registration with PSRA;
6. Company profile and qualifications; and
7. Completed and signed referral Forms.

The OCG found that three (3) contracts were drafted and consummated between the NHT and Intouch Construction and Security Ltd. as follows:

- i. Agreement which was dated 2009 January 7, and which was in the amount of \$3,406,597.10 for the provision of security services at the NHT's premises in St. Catherine. It is instructive to note that the OCG has only seen evidence of



a sum of \$193,200.12, which was paid to Intouch Construction and Security Ltd. by the NHT.

- ii. Agreement which was dated 2009 January 7, that was in the amount of \$3,406,597.10, for the provision of security services at the NHT's premises in St. James. The OCG has only seen evidence of a sum of \$218,223.96 which was paid to Intouch Construction and Security Ltd. in respect of the foregoing.
- iii. Agreement which was dated 2008 December 31, that was in the amount of \$2,149,237.70, for the provision of security services at the NHT's premises in Clarendon. The OCG has only seen evidence of a sum of \$93,734.28 which was paid to Intouch Construction and Security Ltd. in respect of the foregoing.

Having regard to the foregoing, the OCG has seen no evidence to suggest that a valid NCC and evidence of Intouch Construction and Security Ltd.'s registration with the PSRA was submitted to the NHT.

5. In respect of the Security Services contract which was reported by the NHT, via its QCA Report, as having been awarded by the NHT to Intouch Construction and Security Ltd. on 2008 January 9, for the provision of Security Services at the Water Works Housing Development, the OCG has seen evidence of a formal contract which was consummated between the NHT and Intouch Construction and Security Ltd. on 2008 January 8, in the amount of \$524,880.00.

The OCG also found, by way of representations which were made by Mr. Quinton Masters, Assistant General Manager, Project Appraisal and Management, that the Direct Contract Procurement Methodology was utilized for the referenced contract award. Mr. Masters also provided the OCG with a copy of a NHT Memorandum, which was dated



2007 November 28, that was sent to Mr. Donald Moore by Mr. Norris Duncan, Project Officer, NHT.

The referenced Memorandum requested the approval of the recommendation for the award of contract to Intouch Construction and Security Ltd., in the amount of \$524,880.00, for the provision of security services at the Water Works Housing Development for a period of three (3) months.

The aforementioned Memorandum also recommended the use of the Direct Contracting Procurement Methodology based upon the rationale that the said Contractor was *“...presently constructing two units at this development and has performed in this capacity for the National Housing Trust (NHT) in the past. Also, the service is urgently required as the situation with the pilferage has become extremely uncontrollable and taking the route of competitive tendering will result in added delays.”*³⁹

Further, the Memorandum indicated that the labour contracts for the construction of the 39 units at Water Works included a sum of \$975,000.00 for the provision of security cost. It was noted that of this amount, \$322,916.56 had been paid to the contractors to date, leaving a balance of \$652,083.44 on the account. In addition, it was stated that the proposed centralized security arrangement for three (3) months would not add to the security cost, but would instead reduce the amount allocated for site security by \$127,203.44.

The OCG was advised by way of Mr. Quinton Master’s sworn response that the foregoing contract was approved by the General Manager, Finance, and that the said contract had a variation in the amount of \$401,760.00, which was approved by the Managing Director.

³⁹ NHT Memorandum which was dated 2007 November 28.



It is instructive to note that the OCG has evidenced a Memorandum which was dated 2008 March 12, which corroborates the above representations which were made by Mr. Quinton Masters. The referenced Memorandum indicated, *inter alia*, the following:

*“I am submitting information for the preparation of an extension to **Intouch Construction & Security Limited** contract for the provision of Security Services...Intouch Construction & Security Limited was duly approved and was awarded the contract for securing of construction materials for the period December 17th, 2007 to February 28th, 2008 at a cost of \$524,880 for the eighty-one(81) days period. The project is still incomplete and is scheduled to be completed by 2008 April 30.*

The information for the contract is as follows:

- *Contract/ Sum: J\$401,760.00 for a period of sixty-two (62) days. This contract will facilitate an arm guard and an unarm guard on a twelve hour shift basis at a rate of \$150.00 and \$120.00 per hour respectively...*

*Intouch Construction & Security has been engaged to perform security services for construction materials at the Water Works Housing Development since 2007 December 17 and has been performing satisfactorily.*⁴⁰

6. As it regards the security contract which was reported by the NHT, via its QCA Report, as having been awarded by the NHT, to Intouch Construction and Security Ltd., on 2008 May 21, in the amount of \$547,230.00, the OCG has seen evidence of a formal contract which was consummated between the NHT and the referenced contractor which bore the said details.

⁴⁰ NHT Memorandum which was dated 2008 March 12, which was sent by Mr. Seric Smith, Project Officer to Mrs. Judith Larmond- Henry, Company Secretary/ General Council.



By way of a NHT Memorandum, which was dated 2008 April 28, which was sent to Mr. Michael Taylor (Acting) SGM, Project Appraisal & Management, by Mr. Norris Duncan, project Officer, the OCG found, *inter alia*, that three (3) tenders were received and deemed responsive in respect of the foregoing contract, and that approval was also being sought for the approval of “...a tender from ***Intouch Construction & Security Limited***...based on the following quotation:

1. Rate per un-armed guard - \$140.00 per hour

2. Rate per armed guard - \$155.00 per hour

(Note: A time-and – a – half rate is applicable for public holidays)

*The total cost of the above mentioned security services is **Five Hundred & Forty Seven Thousand, Two Hundred & Thirty Dollars** (\$547,230.00), to provide security for a period of Sixty-Two (62) days.”*

It was further stated in the referenced Memorandum that the figure proposed by Intouch Construction and Security Ltd. was “...51.02% below the budgeted estimate, 50.77% below the total cost of Mica Security, 37.14 % below the total cost of Secure Security Limited and 15.21% below the rates specified by the Ministry of Labour.”⁴¹

It is instructive to note that the OCG found, by way of a NHT Procurement Evaluation Form, which was signed and approved on 2008 April 28, in respect of the foregoing contract that the Procurement Committee had endorsed the aforesaid recommendation for the award of contract to Intouch Construction and Security Ltd., in the amount of \$547,230.00.

⁴¹ Memorandum dated 2008 April 28, that was sent to Mr. Michael Taylor Acting SGM, Project Appraisal & Management by Mr. Norris Duncan, Project Officer.



The OCG has also evidenced, by way of NHT Memoranda, which were dated 2008 July 7, and 2008 September 15, and which were both sent to Mr. Donald Moore by Ms. Peta-Ann Dick, Project Officer, NHT, that the referenced security contract was the subject of two (2) variations in the amount of \$167,400.00 and \$145,800.00, which revised the contract sum to \$714,630.00 and \$860,430.00, respectively. The referenced Memoranda indicated that the rationales provided for the variations were based upon (a) “...issues with the selection of the customers...” and (b) the “...delay in handing over eleven (11) units by the St. Catherine Branch Office”.

In respect of contracts which were awarded by the NHT to Intouch Construction and Security Ltd. at the Frome and Monymusk Housing Developments, the OCG was advised by Mr. Michael Taylor, Assistant General Manager, Project Management, in his sworn response which was dated 2011 September 8, that the stated security contracts fell within his portfolio and provided Purchase Orders to substantiate the said representations, as indicated below:

- a. The OCG found that a Purchase Order, which was dated 2008 October 7, was prepared by the NHT in respect of “*FOLLOW-ON SECURITY SERVICES FOR 27 UNITS AT MONYMUSK HOUSING DEVELOPMENT – CLARENDON*”, in the amount of \$533,587.50.
- b. The OCG found that a Purchase Order, which was dated 2009 February 10, was prepared by the NHT in respect of “...*THE SECURITY OF HOUSING UNITS AT MONYMUSK H/DEV FOR AN ADDITIONAL 62 DAYS (NOVEMBER 16, 2008 TO JANUARY 17, 2009)*”, in the amount of \$688,500.00.
- c. The OCG found, by way of a NHT Memorandum which was dated 2008 June 24, and which was sent to Mr. Donald Moore by Mr. Michael Laing,



Manager, NHT Projects, that a recommendation for the approval of the utilization of the Sole Source Procurement Methodology to engage the services of Intouch Construction and Security Ltd. to secure 35 Units at the Monymusk Housing Development at a cost of \$787,500.00 was sought.

The justifications which were provided were as follows:

- *“At least 25 units are at practical completion and the security being charged by Ashtrom, the housing contractor is uncompetitive at \$1.05 M.*
- *Intouch is willing to mobilize within a week and has performed acceptable in similar regard”*

The referenced Memorandum also indicated that the in-house estimate was in the amount of \$900,000.00.

In addition, the OCG found that a Purchase Order which was dated 2008 July 28, was prepared by the NHT in respect of “... *SECURITY SERVICES FOR 35 UNITS AT MONYMUSK HOUSING DEVELOPMENT, CLARENDON*”, in the amount of \$787,500.00.

- d. The OCG found that a Purchase Order, which was dated 2008 August 27, was prepared by the NHT in respect of “...*SECURITY SERVICES FOR 49 ONE BEDROOM UNITS AT FROME SUGAR HOUSING DEVELOPMENT , WESTMORELAND*”, in the amount of \$575,416.80.
- e. The OCG found by way of a NHT Memorandum, which was dated 2009 January 16, that approval was sought and provided for an extension of a



security contract to Intouch Construction and Security Ltd. “...for eight additional weeks from December 12, 2008 to February 6, 2009 at ... **Five Hundred and Seventy-five Thousand, Four Hundred & Sixteen Dollars and Eighty Cents (J\$575,416.80).**”

The OCG also evidenced a Memorandum, which was dated 2009 April 24, which sought approval to “...issue Variation No.1 in relation to the ... contract with Intouch Construction & Security Company Limited for sixteen additional weeks from February 7, 2009 to April 30, 2009. The cost is in the amount of **One Million, Six Thousand, Nine Hundred & Seventy-nine Dollars and Forty Cents (J\$1,006,979.40)**...”⁴²

Having regard to the referenced security services contracts which were awarded by the NHT to Intouch Construction and Security Ltd., it is of significance to highlight that a review of Intouch Construction and Security Ltd.’s NCC Registration file has indicated that the said company was duly registered by the NCC on 2007 June 20, in the category of Safety and Security Services with an expiration date of 2008 June 19. It is instructive to note that the referenced registration date represents the first occasion in which the subject company was registered by the NHT, in the category of Safety and Security Services.

In the foregoing regard, the OCG has found that the three (3) contracts which were awarded in 2006 to Intouch Construction and Security Ltd., prior to 2007 June 20, were in violation of Section 2.6 of the GPPH (2001 May) which stipulates that “**Contractors desiring participation in public sector procurement opportunities must be registered with the NCC.**”(OCG Emphasis)

In addition, the OCG, based upon its review of the NCC registration files, has noted that Intouch Construction and Security Ltd. was duly registered as a “Contract Security Organization” by the

⁴² NHT Memorandum which was dated 2009 April 24.



Private Security Regulations Authority (PSRA) under the Private Security Regulations Authority Act for the periods: 2006 September 1, 2007 September 1, and 2008 September 1.

It is instructive to note that the OCG has seen no evidence to suggest that a PSRA registration was required by the NHT and/or that same was an eligibility requirement for the selection of the referenced company as a Security Services provider.

Other Security Services Contracts Awarded by the NHT to Intouch Construction and Security Ltd. which were Below the Value of \$250,000.00.

The OCG found, by way of Mr. Michael Taylor's sworn response, that was dated 2011 September 8, that four (4) other contracts were awarded to Intouch Construction and Security Ltd., for the provision of Security Services, between the period of 2009 June 24 and 2009 November 23. The details as presented by Mr. Taylor are detailed below:

<i>Name of Contract</i>	<i>a) Date awarded/renewed</i>	<i>b) Contract value</i>	<i>c) Contract duration</i>	<i>e) Procurement Process</i>	<i>f) Approved by</i>
<i>Chedwin Gardens-Security of 14 1- Bedroom Units</i>	<i>24/06/09</i>	<i>\$235,760.00</i>	<i>4 weeks</i>	<i>Direct Contracting</i>	<i>Chief Financial Officer</i>
<i>Chedwin Gardens-Security of 4 1-Bedroom</i>	<i>23/11/2009</i>	<i>\$176,820.00</i>	<i>4 weeks 29/09/2009</i>	<i>Follow-on</i>	<i>Chief Financial Officer</i>
<i>Chedwin Gardens –</i>	<i>29/7/09</i>	<i>235,760.00</i>	<i>4- weeks</i>	<i>Follow-on</i>	<i>Chief Financial Officer</i>



<i>Security of 11 1-bedroom Units</i>					
<i>Chedwin Gardens- Security of 14 1- Bedroom Units</i>	<i>16/06/09</i>	<i>235,760.00</i>	<i>4 weeks</i>	<i>Direct Contracting</i>	<i>Chief Financial Officer</i>

In respect of the foregoing table, the OCG found that Purchase Orders were prepared by the NHT which reflected the foregoing details as well as an indication that the respective payments were made by the NHT to the contractor.



OTHER CONTRACTS WHICH WERE AWARDED BY THE NHT TO INTOUCH CONSTRUCTION AND SECURITY LTD.

The OCG found, by way of a comprehensive review of its Consolidated QCA database that the following contracts were awarded to Intouch Construction and Security Ltd. during the period 2006 August 23 and 2009 August 18.

<u>Contract Award Date</u>	<u>Contract Description</u>	<u>Contract Value</u>	<u>Principal Site</u>	<u>Procurement Method</u>	<u>No. Tenders Received</u>	<u>P.C. Approval</u>
2006-08-23	Construction of Marl Pads	1954500	West-moreland	LT	3	Y
2006-10-11	Maintenance of Drains	500000	St. James	LT	3	Y
2006-11-06	Site Clearance Works	2505280	St. Catherine	ST	5	Y
2006-11-23	Site Clearance Services	2505280	St. Catherine	ST	5	Y
2006-11-23	Site Clearance Services	610500	St. Catherine	LT	5	Y
2006-11-27	Rehabilitation of Treatment Facility	828318	St. Catherine	LT	4	Y
2006-12-07	Installation of Sewer Laterals	352000	Clarendon	SS	1	Y
2007-02-26	Bushing of Service Lots	1200000	St. James	SS	1	Y
2007-06-01	Site Preparation for handover of Housing	1170000	St Catherine	LT	3	Y
2007-06-04	Supply & Install Barb wire Fencing	350000	St. Catherine	LT	3	Y
2007-11-13	Corrective Works to Sewerage System	285800	NHT, Kgn.	SS	1	Y
2007-12-06	Supply and Delivery of 40\' Container	385000	Westmore- land	SS	1	Y
2007-12-13	Bushing of Serviced Lots	767900	St. Catherine	LT	3	Y
2008-02-05	Remedial Work on Water Main	273000	New Yarmouth	LT	2	Y
2008-05-06	Repairing of Water Pump	297000	St. James	SS	1	Y
2008-05-06	Refurbishing of Jogging Track	378392	Emancipation Park	LT	2	Y
2008-06-13	Construction of Access Road	410483	St. Catherine	LT	2	Y
2008-07-11	Pressure Testing Distribution Mains	3820800	Monymusk	LT	4	Y
2008-07-25	Additional Cost for Pressure Testing Distribution Mains	360000	Monymusk	SS	1	Y
2008-09-25	Demolition and Site Clearance Works	770000	Salisbury, St. Andrew	LT	4	Y
2008-09-25	Site Clearance and Demolition Works	900000	Paddington, St. Andrew	LT	4	Y
2008-12-04	Sewerage Disposal Services, Monymusk Housing Development (Cont.)	2618000	Monymusk, Clarendon	ST	3	Y
2008-12-15	Emergency Works (Cleaning of Man-holes) NHT's rates used	280000	Monymusk, Clarendon	DC	0	Y
2009-03-03	Installation of Service Line to sewer main, Mansfield Hs. Dev. (NHT rates used, no quotes requested)	286570	Mansfield Housing Dev.	DC	0	Y
2009-04-08	Installation of Service Line to Sewer Main	286570	Mansfield, St. Ann	DC	1	Y
2009-06-10	Remedial Works, Water Works, Westmoreland	1116313	Water Works, Westmore- land	ST	4	Y
2009-08-18	Site Clearance & Demolition Works, Norbrook, St. Andrew	890000	Norbrook, St. Andrew	LT	5	Y



Having regard to the disclosures expressed in the foregoing table, the OCG required that Mr. Donald Moore provide certain particulars on the aforesaid contracts. Mr. Moore, in his sworn response, which was dated 2011 November 23, provided the OCG with, *inter alia*, the following:

Construction of Marl Pads- Westmoreland

By way of a NHT Memorandum which was dated 2006 August 15, and which was sent to the NHT's Procurement Committee by Mr. Michael Taylor, AGM, Project Management, NHT, the OCG found that approval was sought and provided for a tender which was submitted by Intouch Construction and Security Ltd. for the construction of 50 marl pads to accommodate units at the Water Works Housing Development, in the amount of \$1,954,500.00.

The referenced Memorandum indicated, *inter alia*, the following:

1. *"The form of Tender was Selective.*
2. *The tender recommended is the lowest responsive.*
3. *The tender is responsive.*
4. *The pretender estimate is \$2,446,000.00.*
5. *The tender period was July 18 to July 31, 2006.*
6. *Tenders were publicly opened on July 31, 2006...*
7. *Conditions of Responsiveness, Submit:*
 - *A copy of the company's valid TCC*
 - *Completed and signed form of tender*
 - *A minimum grade 4 rating in the category of road or civil works, from the National Contracts Commission (NCC)*
8. *...*
9. *3 responsive tenders were received."*



The OCG also found, by way of a NHT Memorandum, which was dated 2006 August 10, and which was sent to Mr. Michael Taylor by Mr. Dayne Hanse, Project Officer, NHT, that at the Tender Opening Ceremony which was conducted on 2006 July 31, three (3) tenders were opened, inclusive of one which was submitted by Intouch Construction and Security Ltd. The referenced Memorandum also indicated that all the tenders satisfied the requisite requirements.

The referenced Memorandum indicated that the “...*tender from Intouch Construction & Security Ltd. is the lowest responsive tender and is recommended for acceptance. The tender is 20.09% lower than the comparable estimate and contains no arithmetical error. The NHT estimated time for the completion of the work is 3 weeks, however, Intouch Construction estimated time for completion is 2 weeks, which explains their low preliminaries. These rates are acceptable because they have recently completed the filling of lots on this site at the rates submitted and the work is similar.*”⁴³

It is instructive to note that the Tender Receiving Form which was prepared by the NHT and which was dated 2006 July 31, did not represent that a valid NCC Registration was submitted by Intouch Construction and Security Ltd.

The OCG found, by way of the Procurement Evaluation Form and the Minutes of the Meeting of the NHT’s Procurement Committee, which was dated 2006 August 16, that the Procurement Committee endorsed the recommendation for the award of contract to Intouch Construction and Security Ltd., in the amount of \$1,954,500.00.

The OCG found, by way of a NHT Purchase Order which was dated 2006 August 23, that same was prepared in respect of the referenced contract.

⁴³ NHT Memorandum which was dated 2006 August 10, which was sent to Mr. Michael Taylor by Mr. Dayne Hanse



It is instructive to note that the OCG has found based upon a review of the NCC's file that Intouch Construction and Security Ltd. was registered by the NCC on the following dates:

1. Registration on 2004 March 10, which expired on 2005 March 4;
2. Registration on 2005 May 27, which expired on 2005 May 25; and
3. Registration on 2006 September 7, which expired on 2007 September 6.

In this regard, the OCG has found that Intouch Construction and Security Ltd. was not registered by the NCC as at the date of the Tender Opening Ceremony, on 2006 July 31. Consequently, the OCG has found that the referenced company should have been deemed ineligible for the award of contract. The OCG has also found that the award of the referenced contract to Intouch Construction and Security Ltd. by the NHT was in breach of Section 2.6 of the GPPH (2001 May).

Maintenance of Drains – St. James

The OCG found, based upon a Tender Receiving Form, that (a) the date of the Tender Opening and Closing was 2006 February 8, (b) three (3) tenders were received by the NHT, inclusive of one which was submitted by Intouch Construction and Security Ltd. and (c) the Comparable Estimate was in the amount of \$840,000.00.

The OCG also found that the tender which was submitted by Intouch Construction and Security Ltd. was in the amount of \$797,600.00 and was the second lowest tender, as a bid which was submitted by 'Dawes Construction', in the amount of \$394,000.00, was the lowest proposed bid.

The Procurement Evaluation Form which was prepared by the NHT, in respect of the foregoing contract, indicated that the NHT's Procurement Committee endorsed the recommendation for the award of contract to Intouch Construction and Security Ltd.



The OCG found that two (2) Purchase Orders were prepared by the NHT which were dated 2006 April 11 and 2006 October 11, respectively, and which amounted to \$797,600.00. The OCG has also evidenced that payments reflecting the foregoing amount was made to Intouch Construction and Security Ltd. on 2006 April 19 and 2006 October 24, respectively.

Site Clearance Works - St. Catherine

The OCG found, by way of an Invitation to Tender which was prepared by the NHT, in respect of “*Bushing and Site Clearance Works*” at the Bernard Lodge (Chedwin Gardens) Sugar Housing Development, that the NHT invited contractors to submit bids to undertake the said works. The eligibility requirements were detailed as follows:

- “*Proof of NNC (sic) Registration in the category of Landscaping, General Road Works, Civil Engineering or Building Construction from the National Contracts Commission (NCC)*”
- *A copy of valid Tax Compliance Certificate*
- *A completed and signed form of bid*’

By way of a Tender Receival Form which was prepared by the NHT, in respect of the foregoing, the OCG found that the Comparable Estimate was in the amount of \$3.6 M, and that five (5) tenders were submitted to the NHT, inclusive of one which was submitted by Intouch Construction and Security Ltd., in the amount of \$2,505,280.00, which was the lowest of the five (5) proposed bids.

By way of a NHT Memorandum which was dated 2006 October 18, the OCG found that approval was being sought by Mr. Michael Taylor, AGM Project Management, NHT, from the Procurement Committee for the approval of the tender which was submitted by Intouch Construction and Security Ltd., in the amount of \$2,505,280.00.



The referenced Memorandum also indicated the following:

1. The form of Tender was Selective;
2. The tender recommended was the lowest proposal;
3. The tender was responsive;
4. The pretender estimate was in the amount of \$3,600,000.00;
5. The tender period was 2006 October 2 to 2006 October 17;
6. Tenders were publicly opened on 2006 October 17;
7. Conditions of responsiveness:
 - TCC;
 - Completed and signed bid on the forms of bid of the financial proposal; and
 - Proof of registration with the NCC.
8. Five (5) tenders were received and all were deemed to be responsive.
9. The Tender Validity expired in March 2007.

The OCG was also provided with a spreadsheet which was submitted by the NHT that indicated that the Procurement Committee endorsed a recommendation for the award of contract to Intouch Construction and Security Ltd., in the amount of \$2,505,280.00, for Site Clearance Services at the Bernard Lodge Sugar Housing Development.

The OCG found that a Purchase Order which was dated 2006 November 6, was prepared by the NHT, in respect of the referenced contract. However, same was cancelled on the instructions of Mr. Richard Schloss, Project Manager, NHT, which was contained in an email which was dated 2006 December 20, that was sent by Mr. Schloss to a Ms. Nicole Bartley.

The OCG, however, found that a Purchase Order was prepared by the NHT on 2006 November 23, in the amount of \$2,505,280.00, for the 'Bushing and Clearing of the site inclusive of the



Disposal of Debris'. The referenced Purchase Order also indicated that the stated sum had been paid to the contractor on 2006 November 24, by way of a cheque which bore the number 519185.

Site Preparation Works – Bernard Lodge Housing Development

The OCG found, by way of letters of invitation which were sent by Mr. Richard Schloss, Acting Project Manager, Joint Venture Unit, NHT, that seven (7) entities/individuals, including Mr. Marlon Plummer of Intouch Construction and Security Ltd., were invited to provide quotations for “*site preparation works*” at the Bernard Lodge Sugar Housing Development.

The OCG also found that a Procurement Evaluation Form which was prepared by the NHT indicated that five (5) companies had submitted quotations of which the lowest bid was submitted by Intouch Construction and Security Ltd., in the amount of \$700,000.00. The referenced Procurement Evaluation Form also indicated that the Procurement Committee provided its endorsement of a recommendation of Intouch Construction and Security Ltd. for the award of the contract.

The OCG found that a Purchase Order, which was dated 2006 November 23, and which was prepared by the NHT in respect of the above stated contract was in the amount of \$610,500.00. The referenced Purchase Order also indicated that the stated sum had been paid to the contractor on 2006 November 24, by way of a cheque which bore the number 519185.

Rehabilitation of Treatment Facility

Based upon its review of an Invitation to Tender which was prepared by the NHT, the OCG found that tenders were invited for the submission of quotations for the provision of



“...maintenance works at the sewage treatment system at Bybrook Housing Scheme, Bog Walk, St. Catherine.”⁴⁴

The OCG found that the Tender Receival Form, which was prepared by the NHT, in respect of the foregoing, indicated that the Tender Opening and Closing date was 2006 November 3, and that the Comparable Estimate was in the amount of \$855,769. 18. The referenced Form also indicated that four (4) tenders were submitted to the NHT of which the lowest was proposed by Inotuch Construction and Security Ltd., in the amount of \$828,317.60.

By way of a NHT Memorandum which was dated 2006 November 7, and which was sent by Mr. Michael Laing, Manager, NHT Project, to Mr. Michael Taylor AGM, Project Management, the OCG found that approval was sought for the tender which was provided by Intouch Construction and Security Ltd., in the amount of \$828,317.60. The referenced Memorandum also indicated that only two (2) of the referenced bids, namely those which were received from Intouch Construction and Security Ltd. and Dawson Construction, were deemed responsive.

The OCG found, by way of a Procurement Evaluation Form which was prepared by the NHT that the Procurement Committee provided its endorsement of the recommendation for the award of contract to Intouch Construction and Security Ltd., in the amount of \$828,317.60.

The OCG found by way of a Purchase Order which was dated 2006 November 27, which was prepared by the NHT in respect of the foregoing, in the amount of \$828,317.60. The referenced Purchase Order also indicated that the stated sum had been paid to the contractor on 2006 December 8, by way of a cheque which bore the number 519304.

⁴⁴ Invitation to Tender to carry out Sewage Maintenance Works



Installation of Sewer Laterals at the Longville Park Housing Development.

The OCG found, by way of a NHT Memorandum, which was dated 2006 November 28, which was sent by Mrs. Shani Dacres-Lovindeer, Manager NHT Projects, NHT, to Mr. Mr. Hugh Reid, Senior General Manager, Finance and Operations, NHT, that approval was being sought to engage Intouch Construction and Security Ltd. via the Direct Contracting Procurement Methodology, “...to undertake the installation of a (sic) sewer laterals at Lot No.1429 Aster Drive and Lot #153...”⁴⁵ at the proposed cost of \$352,000.00.

The rationale which was provided in the referenced Memorandum, for the use of the Direct Contracting Procurement Methodology, was “...because investigations undertaken by Project Management confirmed that the sewer laterals were not installed. This is one of the requirements for the units to be habitable and is necessary, as the beneficiaries have indicated that they are in the process of moving in.”⁴⁶

The OCG found that a Purchase Order which was dated 2006 December 7, was prepared by the NHT in respect of the foregoing. It is instructive to note that the OCG has seen no evidence to indicate that payment was made by the NHT in this regard. Mr. Donald Moore also informed the OCG by way of his sworn response of 2011 November 23, that he was unable to locate the Payment Certificate.

⁴⁵ NHT Memorandum which was dated 2006 November 28, which was sent to Mr. Hugh Reid by Mrs. Shani Dacres-Lovindeer.

⁴⁶ NHT Memorandum which was dated 2006 November 28, which was sent to Mr. Hugh Reid by Mrs. Shani Dacres-Lovindeer.



Bushing and Lot Clearance Works at Green Pond, St. James

The OCG found, by way of an Invitation to Tender which was prepared by the NHT, that qualified contractors were invited to submit tenders to undertake “...*the bushing and clearance of debris for lots at the Green Pond Housing Development.*”

The Tender Receival Form which was prepared by the NHT in the foregoing regard, detailed that the Tender Opening and Closing date was 2007 January 31, and that the Comparable Estimate was in the amount of \$1,850,000.00. The referenced Form also indicated that four (4) tenders were submitted to the NHT, of which the lowest was proposed by Intouch Construction and Security Ltd., in the amount of \$1,200,000.00.

The OCG found, by way of a Procurement Committee Evaluation Form, which was prepared by the NHT, that the Procurement Committee endorsed a recommendation for the award of contract to Intouch Construction and Security Ltd., in the amount of \$1,200,000.00.

The OCG also found that a Purchase Order, which was dated 2007 February 26, was prepared by the NHT in respect of the foregoing. The referenced Purchase Order also indicated that payment was made by the NHT to the contractor in the stated sum, by way of cheque which was dated 2007 February 28, and which bore the cheque number 519934.

The Supply and Installation of Barbwire Fencing

The OCG found, by way of letters of invitation which were sent by Mr. Andre Christie, Project Officer, NHT, to four (4) entities/individuals including Mr. Marlon Plummer, inviting quotations for the supply and erection of Temporary Barbed Wire Fence at the Twickenham Park Sewage Treatment Plant.



The OCG found, by way of a Tender Receival Form which was prepared by the NHT in respect of the foregoing, that the Tender Opening and Closing date was 2007 April 19, and that the Comparable Estimate was in the amount of \$255,890.00. The OCG also found that three (3) tenders were submitted by the NHT of which the lowest proposed bid was submitted by Intouch Construction and Security Ltd., in the amount of \$350,000.00.

The OCG found, by way of a Procurement Evaluation Form which was prepared by the NHT, that the Procurement Committee provided its endorsement of a recommendation for the award of contract to Intouch Construction and Security Ltd., in the amount of \$350,000.00.

The OCG has also evidenced a Purchase Order, which was dated 2007 June 4, and which was prepared by the NHT in the foregoing regard. The referenced Purchase Order also indicated that payment was made to the contractor in the stated sum, on 2007 June 13, by way of cheque which bore the number 520517.

Corrective Works to Sewage System

The OCG found by way of a NHT Memorandum, which was dated 2007 November 8, which was sent to Mr. Donald Moore by Mr. Brian Saunders, Project Manager, Special Projects and Planning Unit (Acting), that approval was being sought for the engagement of contractors to undertake corrective sewage works.

The referenced Memorandum also indicated that the “...works are considered urgent, as seepage from the sewer system ... can pose a health and environment hazard ...” The recommendation was, therefore, made by Mr. Brian Saunders for the Sole Source Procurement Methodology to be used to contract Intouch Construction and Security Ltd. to undertake the stated works in the amount of \$285,800.00.



It is instructive to note that the referenced Memorandum indicated that the Comparable Estimate was in the amount of \$268,000.00 and that a rate of \$385,694.00 was initially proposed by Intouch Construction and Security Ltd., however, this was negotiated to an agreed sum of \$285,800.00.

The OCG has found that a Purchase Order was prepared by the NHT on 2007 November 13, reflecting the amount of \$285,800.00. The referenced Purchase Order indicated that payment was made to the contractor in the stated amount on 2007 December 12, by way of a cheque which bore the number 521638.

Supply and Delivery of Containers

The OCG found, by way of a NHT Memorandum, which was dated 2007 November 28, which was sent by Mr. Norris Duncan, Project Officer, to Mr. Donald Moore, Senior General Manager, Construction and Development, that approval was sought for the recommendation for Intouch Construction and Security Ltd. to supply two (2) 40 ft. containers, in the amount of \$385, 000.00.

The referenced Memorandum also indicated that the Direct Contracting Procurement Methodology was being recommended “...as the containers are urgently required to implement the new security arrangement. The situation with the pilferage has become extremely uncontrollable and taking the route of competitive tendering will result in added delays.”

The Memorandum also indicated that the reasons for the selection of Intouch Construction and Security Ltd. as a “*direct source contractor*” was due to the following:

- i. “*The company has been recommended to provide the security and has the resources to supply and deliver the containers*”
- ii. “*The cost is reasonable.*”



The OCG has found that a Purchase Order was prepared by the NHT on 2007 December 6, reflecting the amount of \$385,000.00. The referenced Purchase Order indicated that payment was made to the contractor in the stated amount, on 2007 December 24, by way of a cheque which bore the number 521739.

Bushing of Serviced Lots

The OCG found by way of an Invitation to Tender which was prepared by the NHT that individuals/entities were invited to submit tenders to undertake the following:

“ The bushing of Commercial Lot 308

- *The bushing of the specific area*
- *The carting away of all bushes, trees and debris”*

The Tender Receival Form, which was prepared by the NHT in the foregoing regard, detailed that the Tender Opening and Closing date was 2007 November 23, and that the Comparable Estimate was in the amount of \$800,000.00. The referenced Form also indicated that three (3) tenders were submitted to the NHT, of which the lowest was proposed by Intouch Construction and Security Ltd., in the amount of \$767,900.00.

The OCG found, by way of a Procurement Committee Evaluation Form, which was prepared by the NHT, that the Procurement Committee endorsed a recommendation for the award of contract to Intouch Construction and Security Ltd., in the amount of \$767,900.00.

The OCG also found that a Purchase Order, which was dated 2007 December 13, was prepared by the NHT in respect of the foregoing. The referenced Purchase Order also indicated that payment was made by the NHT to the contractor in the stated sum, by way of a cheque which was dated 2007 December 21, and which bore the cheque number 521735.



Site Preparation for Handover of Housing

The OCG found, by way of a Tender Receival Form, which was prepared by the NHT, that tenders were opened in respect of the captioned project.

The OCG found that the Tender Receival Form, which was prepared by the NHT in the foregoing regard, failed to detail the Tender Opening and Closing date was 2007 May 16, and that the Comparable Estimate was in the amount of \$1,450,000.00. The referenced form also indicated that three (3) Tenders were submitted to the NHT, of which the lowest was proposed by Intouch Construction and Security Ltd. in the amount of \$1,170,000.00.

The OCG found, by way of a Procurement Evaluation Form which was prepared by the NHT, that the Procurement Committee endorsed a recommendation for the award of contract to Intouch Construction and Security Ltd. in the amount of \$1,170,000.00.

Remedial Work on Water Main

The OCG found, by way of an Invitation to Tender which was prepared by the NHT, that contractors were invited to submit tenders to undertake “*remedial works at the New Yarmouth Housing Development*”.

The OCG has also evidenced that Letters of Invitations, which were dated 2007 October 1, were sent by Mr. Richard Schloss, Project Manager, Joint Venture Unit, NHT, to four (4) individuals/entities, inclusive of Mr. Marlon Plummer and/or Intouch Construction and Security Ltd.

The OCG found that the Tender Receival Form, which was prepared by the NHT in the foregoing regard, failed to detail the Tender Opening and Closing date(s). However, it was stated that the Comparable Estimate was in the amount of \$312,919.00. The referenced Form also



indicated that two (2) tenders were submitted to the NHT, of which the lowest was proposed by Intouch Construction and Security Ltd., in the amount of \$273,000.00.

The OCG found, by way of a Procurement Committee Evaluation Form, which was prepared by the NHT, that the Procurement Committee endorsed a recommendation for the award of contract to Intouch Construction and Security Ltd., in the amount of \$273,000.00.

The OCG also found that a Purchase Order, which was dated 2008 February 5, was prepared by the NHT in respect of the foregoing. The referenced Purchase Order also indicated that payment was made by the NHT to the contractor in the stated sum, by way of a cheque, which was dated 2008 February 21, and which bore the cheque number 522060.

Repairing of Water Pump

The OCG found, by way of a NHT Memorandum, which was dated 2008 May 1, and which was sent to Mr. Michael Taylor, by Mr. Jason Thomas, Project Officer, NHT Projects, that approval was sought for the recommendation “...to pay ***Intouch Construction and Security Ltd*** the amount of **\$297,000.00** to repair leaks at the Appleton development to facilitate the commissioning of the water supply system. The method of procurement was sole source because it was imperative to place contractor on standby to facilitate the commissioning and subsequent takeover of the system by the NWC.”

It is instructive to note that the OCG has also evidenced that the foregoing request was approved by the Senior General Manager, Construction and Development, Mr. Donald Moore.

The OCG has found that a Purchase Order was prepared by the NHT on 2008 May 6, reflecting the amount of \$297, 000.00. The referenced Purchase Order indicated that payment was made to



the contractor in the stated amount on 2008 May 9, by way of a cheque which bore the number 522517.

Refurbishment of Jogging Track – Emancipation Park

The OCG found, by way of a Procurement Committee Evaluation Form, which was prepared by the NHT, that four (4) contractors were invited by the NHT to submit tenders for the refurbishing of the Jogging Track at the Emancipation Park and that two (2) bids were received in respect of same, of which, the lowest was submitted by Intouch Construction and Security Ltd., in the amount of \$324,800.00.

The OCG also found, by way of the referenced Form, that the Procurement Committee endorsed a recommendation for the award of a contract to Intouch Construction and Security Ltd., in the amount of \$324,800.00.

It is instructive to note that Mr. Donald Moore, in his sworn response, which was dated 2011 November 23, to the OCG's Statutory Requisition, indicated that the process was terminated and that neither a contract document nor payment certificates were prepared by the NHT.

Construction of Access Road

The OCG found that the Tender Receival Form, which was prepared in respect of the Construction of an Access Road, indicated that the Tender Opening date was 2008 May 16. However, the referenced Form failed to indicate the NHT's Comparable Estimate. The Tender Receival Form also indicated that two (2) tenders were submitted to the NHT, of which the lowest was proposed by Intouch Construction and Security Ltd., in the amount of \$410,483.00.

By way of a NHT Memorandum, which was dated 2008 May 28, and which was sent by Mr. Norris Duncan, Project Officer, Interim Finance, to Mr. Donald Moore, the OCG found that



approval was being sought for the tender which was provided by Intouch Construction and Security Ltd., in the amount of “\$410,843.00” (sic). The referenced Memorandum also indicated that the Comparable Estimate was in the amount of \$414,044.40.

The OCG found, by way of a Procurement Evaluation Form which was prepared by the NHT, that the Procurement Committee provided its endorsement of the recommendation for the award of a contract to Intouch Construction and Security Ltd., in the amount of \$410,483.00.

The OCG found, by way of a Purchase Order which was dated 2008 June 13, which was prepared by the NHT in respect of the foregoing, was in the amount of \$410,483.00. The referenced Purchase Order also indicated that the stated sum had been paid to the contractor on 2008 October 2, by way of a cheque which bore the number 523306.

Pressure Testing Distribution Mains

The OCG found, by way of Letters of Invitation which were dated 2008 April 29, and that were sent by Mr. Jason Thomas, Project Officer, NHT, to four (4) entities/ individuals, including Mr. Marlon Plummer, that same were invited to submit proposals to undertake “*Pressure Testing Water Supply System*” works at the Monymusk Sugar Housing Development.

The OCG found, by way of a Tender Receival Form which was prepared by the NHT in respect of the foregoing, that the Tender Opening and Closing date was 2008 May 30, and that the Comparable Estimate was in the amount of \$3.45M. The OCG also found that four (4) tenders were submitted by the NHT of which the lowest proposed bid was submitted by Intouch Construction and Security Ltd., in the amount of \$3,820,800.00.



The OCG found, by way of a NHT Memorandum, which was dated 2008 June 24, and which was sent to Mr. Michael Taylor by Mrs. Shani Dacres-Lovindeer, Senior Project Manager, Joint Venture Unit, NHT, that the following, *inter alia*, was stated:

- *“The National Contracts Commission (NCC) has approved the limited tender method of procurement...*
- *Four companies registered with the NCC with minimum grade 4 rating in the category of Civil Engineering works were invited on April 29, 2008*
- *The contractors were selected because of their familiarity with the project ...and their ability to mobilize in short notice*
- *The tender return date was extended to May 30, 2008 (from May 12, 2008) due to the issuance of one addendum.*
- *Intouch Security and Construction Ltd is a registered contractor with the NCC and possesses a grade 4 rating in the category of Civil Engineering Works.*
- *The Directors of the Company are Marlon Plummer and Margaret Plummer.*
- *The tender is valid for six months and expires on November 30, 2008.*
- *The contract period is 4 weeks.”*

The OCG found, by way of a Procurement Evaluation Form which was prepared by the NHT, that the Procurement Committee provided its endorsement of a recommendation for the award of contract to Intouch Construction and Security Ltd., in the amount of \$3,820,800.00.

The OCG has also evidenced a Purchase Order, which was dated 2008 July 11, which was prepared by the NHT in the foregoing regard. The referenced Purchase Order also indicated that payment was made to the contractor in the stated sum on 2008 July 30, by way of cheque which bore the number 522992.



Additional Cost for Pressure Testing

The OCG found, by way of a NHT Memorandum which was dated 2008 July 18, which was sent by Mr. Michael Laing, Manager, NHT Projects, to Mr. Donald Moore, that approval was sought for Variation #1 in respect of the contract which was awarded to Intouch Construction and Security Ltd. to undertake “...*pressure testing the water distribution network...*” at the Monymusk Sugar Housing Development. The referenced Memorandum indicated that the Variation was in the amount of \$360, 000.00.

The referenced Memorandum also indicated, *inter alia*, the following:

- *The variation is 9.42% of the contract sum.*
- *The original contract sum is \$ 3,820,800.*
- *The revised contract sum is \$4,180,800.00.*
- *The rate used is approximately 5% of the NHT's estimate and is acceptable.*
- ***Intouch** is recommended because they are currently on site and have agreed to mobilize within a day of notification.*

The Work is being considered as a variation to the contract because it is required for the commissioning of the infrastructure. It was not included in the scope of works. It is while inspecting the sewage for the NWC to undertake the flushing of the sewers, it was determined that the Sump Houses are filled with some form of liquid and need to be emptied. It must be noted that any delay to emptying them will extend the duration of the handing over/security of units...’’⁴⁷

The OCG has found that a Purchase Order was prepared by the NHT on 2008 July 25, reflecting the amount of \$360,000.00. The referenced Purchase Order indicated that payment was made to

⁴⁷ Memorandum dated 2008 July 18 which was sent by Mr. Michael Laing to Mr. Donald Moore.



the contractor in the stated amount on 2008 July 30, by way of a cheque which bore the number 522992.

Demolition and Site Clearance Works 4- 6 Salisbury Avenue, St. Andrew

The OCG found by way of an Invitation to Tender, which was prepared by the NHT, that contractors were invited to submit tenders to undertake the demolition, removal and disposal of structures at 4-6 Salisbury Avenue, St. Andrew.

The OCG found that the Tender Receival Form, which was prepared by the NHT in the foregoing regard, detailed that the Tender Opening and Closing date was 2008 July 28, and that the Comparable Estimate was in the amount of \$1,045,00.00. The referenced Form also indicated that four (4) tenders were submitted to the NHT, of which the lowest was proposed by Intouch Construction and Security Ltd., in the amount of \$770,000.00. It is also instructive to note that the other three (3) tenders were proposed by Mr. Lucien Lawrence, Ms. Amoy Guthrie and Mr. Johan O'Gilvie.

The OCG found, by way of a Tender Evaluation Form which was prepared by the NHT, that the Procurement Committee endorsed a recommendation for the award of contract to Intouch Construction and Security Ltd., in the amount of \$770,000.00.

The OCG also found that a Purchase Order, which was dated 2008 September 25, was prepared by the NHT in respect of the foregoing. The referenced Purchase Order also indicated that payment was made by the NHT to the contractor in the stated sum, by way of a cheque which was dated 2008 December 16, and which bore the cheque number 523719.



Site Clearance and Demolition Works – Paddington Terrace- St. Andrew

The OCG found, based upon the Tender Receiving Form, which was prepared by the NHT, as it regards the Site Clearance and Demolition works at Paddington Terrace, St. Andrew, that the Tender Opening and Closing date was 2008 July 28, and that the Comparable Estimate was in the amount of \$900,000.00. The referenced Form indicated that four (4) tenders were submitted to the NHT, of which the lowest was proposed by Intouch Construction and Security Ltd., in the amount of \$900,000.00. It is also instructive to note that the other three (3) tenders were proposed by Mr. Lucien Lawrence, Ms. Amoy Guthrie and Mr. Johan O’Gilvie.

The OCG found, by way of a Tender Evaluation Form which was prepared by the NHT, that the Procurement Committee endorsed a recommendation for the award of contract to Intouch Construction and Security Ltd., in the amount of \$900,000.00.

The OCG also found that a Purchase Order, which was dated 2008 September 25, was prepared by the NHT in respect of the foregoing. The referenced Purchase Order also indicated that payment was made by the NHT to the contractor in the stated sum, by way of a cheque which was dated 2008 December 16, and which bore the cheque number 523719.

Sewage Disposal Services, Monymusk Housing Development

The OCG found, by way of an Invitation to Tender, which was prepared by the NHT, that contractors were invited to submit tenders to undertake Cesspool Services at the Monymusk Housing Development.

The OCG has also evidenced that Letters of Invitations, which were dated 2008 August 27, and which were sent by Ms. Aleatia Kerr, Project Officer, NHT, to six (6) individuals/entities, inclusive of Mr. Marlon Plummer and/or Intouch Construction and Security Ltd.



The OCG found that a formal contract was also prepared by the NHT on 2008 December 4, and consummated between the NHT and Intouch Construction and Security Ltd., in respect of the aforementioned.

The OCG also found, by way of a Procurement Evaluation Form, which was prepared by the NHT, that the Procurement Committee provided its endorsement of a recommendation for the award of contract to Intouch Construction and Security Ltd., in the amount of \$2,618,000.00.

The OCG also found, by way of a Disbursement Sheet, which was also prepared by the NHT, that the total contract amount was in the sum of \$2,618,000.00 and that a total of \$2,546,500.00 had been disbursed by the NHT in respect of the referenced contract.

Emergency Works (Cleaning of Manholes)

The OCG found, by way of a NHT Memorandum, which was dated 2008 December 10, and which was sent by Mr. Michael Laing, Manager, NHT Projects, to Mr. Martin Miller, Chief Financial Officer, that approval was sought for the “...*recommendation to use the direct method of procurement to engage **Intouch Construction & Security Limited** to undertake emergency Works relating to the clearance of five (5) manholes and connecting lines ...*” The referenced Memorandum indicated that the proposed estimate was in the amount of \$280,000.00.

The referenced Memorandum also indicated that Intouch Construction and Security Ltd. was selected based upon, *inter alia*, the following:

- “*They are already mobilized on site, as they have the contract for extraction, haulage and disposal of sewage from the development.*”
- *They have sound performance record on NHT projects.*



- *They have the capability to complete the works within the requisite time frame (one day).*
- *They have recently undertaken similar work on site, the vicinity of sump#2.*
- *They have agreed to undertake the Works*

*...efforts to have the lines flush by the NWC have been futile, due to the unavailability of the Commission's **Vector- Jet**. Additionally, it is important to note that there is no qualified firm in the related discipline registered with the NCC. Accordingly, the requisite services will be procured via a contractor registered with the NHT's small contractors' programme, in the NCC category of building maintenance.*⁴⁸

The OCG has found that a Purchase Order was prepared by the NHT on 2008 December 15, reflecting the amount of \$280,000.00. The referenced Purchase Order indicated that payment was made to the contractor in the stated amount on 2008 December 23, by way of a cheque which bore the number 523758.

Installation of Service Line to Sewer Main – Mansfield Housing Development

The OCG found, by way of a NHT Memorandum, which was dated 2009 January 29, and which was sent by Mr. Norman Boswell, Manager, NHT Projects, to Mr. Martin Miller, Chief Financial Officer, that approval was requested “...to use the *Direct Contracting Procurement Method* to undertake the installation of a service line to the sewer main...The construction of the unit on the serviced lot is complete, but the owner is unable to occupy it because there is no sewer lateral. The proposal is to do the Works using the NHT rates that are based on similar Works and those used in the Small Contractors Program. The cost is... **(\$286,570.00)**, including GCT. The contractor recommended is **Intouch Construction and Security Limited**. The contractor was selected because of their willingness to mobilize at short notice and complete the Works within

⁴⁸ Memorandum dated 2008 December 10 which was sent to Mr. Martin Miller by Mr. Michael Laing.



the time required, as there were no others that could be found that satisfied these criteria and agreeing to the NHT rates.”

The OCG has found that a Purchase Order was prepared by the NHT on 2009 March 3, reflecting the amount of \$286,570.00. The referenced Purchase Order indicated that payment was made to the contractor in the stated amount on 2009 March 13, by way of a cheque which bore the number 524144.

Installation of Service Line to Sewer Main

It is instructive to note that Mr. Donald Moore, in his sworn response of 2011 November 23, indicated that there was a repeat of the contract which was awarded to Intouch Construction and Security Ltd. for the Installation of a Service Line to the Sewer Main, in the amount of 286,570.00. The OCG has evidenced that a Purchase Order was prepared by the NHT on 2009 April 8, reflecting the amount of \$286,570.00.

Remedial Works – Waterworks, Westmoreland

The OCG found, by way of an Invitation to Tender, which was prepared by the NHT, that the contractors were invited to submit tenders to undertake Remedial Works at the Waterworks Housing Development, Westmoreland.

The OCG found that the Tender Receival Form, which was prepared by the NHT in the foregoing regard, detailed that the Tender Opening and Closing date was 2009 April 29, and that the Comparable Estimate was in the amount of \$1,089,000.00. The referenced Form also indicated that four (4) tenders were submitted to the NHT, inclusive of one which was proposed by Intouch Construction and Security Ltd., in the amount of \$1,116,312.68. It is also instructive



to note that the lowest tender was proposed by one ‘Neville Diaram’, in the amount of \$478,500.00.

The OCG found, by way of a NHT Memorandum, which was dated 2009 May 7, and which was sent by Ms Aleathia Kerr , Project Officer, NHT, that the following, *inter alia*, was stated:

*“Submitted for approval, is a tender from **Intouch Construction Company Limited** for...(\$1,116,312.68), the second lowest tender received, to undertake remedial works...The lowest responsive tender received (variance of 72% below) opted to withdraw his tender after the variance was communicated to him.”*

The OCG also found that a Purchase Order, which was dated 2009 June 10, was prepared by the NHT in respect of the foregoing. The referenced Purchase Order also indicated that payment was made by the NHT to the contractor in the stated sum by way of a cheque, which was dated 2009 June 12, and which bore the cheque number 524769.

Site Clearance and Demolition Works – Norbrook, St. Andrew

The OCG, by way of Mr. Michael Taylor’s sworn response, which was dated 2011 September 8, was provided with a copy of a Purchase Order, which was dated 2009 August 18, that was prepared by the NHT in respect of a contract which was awarded to Intouch Construction and Security Company Ltd. for “*Site Clearance & Demolition*” works at 1B Sharrow Drive, St. Andrew. The referenced Purchase Order also indicated that payment was made by the NHT to the contractor in the stated sum, by way of a cheque, which was dated 2009 September 17, and which bore the cheque number 525369.

Mr. Taylor, in his referenced sworn response, indicated that the contract was awarded utilizing the Limited Tender Procurement Methodology and that the award was endorsed by the NHT’s



Procurement Committee. It is instructive to note that the OCG has not been provided with a copy of any additional documentation to substantiate same.



ELIGIBILITY REQUIREMENTS FOR ENGAGEMENT UNDER THE NHT'S SMALL CONTRACTORS' PROGRAMME

Having regard to the high suspicion of contractor registration fraud which attends this matter and, particularly, as it regards the eligibility and competence of the referenced suspected 'sham contractors', the OCG, by way of its Statutory Requisition, which was dated 2010 June 4, required that Mr. Donald Moore, Senior General Manager, Construction and Development, NHT, respond to, *inter alia*, the following question:

*"Please provide full particulars as to the basis/ circumstances under which a contractor who is registered under the NHT's Small Contractor's Programme would become ineligible and/or disqualified from participating in the Small Contractor's Programme."*⁴⁹

Mr. Moore, in his sworn response of 2010 June 24, responded in the following manner:

"Contractors would become ineligible and/or disqualified from participating in the SCP if they are either deregistered by the NCC or do not submit a valid TCC. Note that in the selection of contractors for any project the past performance is taken into account."⁵⁰ (OCG Emphasis)

The OCG, by way of its Statutory Requisitions, which were dated 2011 July 1, requested that the referenced suspected 'sham contractors' respond to, *inter alia*, the following question:

"Please provide a detailed list of any and all construction works and/or projects which were undertaken by you prior to commencing construction related works with the NHT's

⁴⁹ OCG Requisition which was dated 2010 June 4, Question# 3.

⁵⁰ Response which was received from Mr. Donald Moore, which was dated 2010 June 4. Response #3



*Small Contractor Programme. Please provide documentary evidence to substantiate your response.*⁵¹

In respect of the foregoing, the OCG found that the five (5) named suspected ‘sham contractors’, though indicating that they had been engaged previously under other construction related projects prior to being engaged under the NHT’s Small Contractor’s Programme, all failed to disclose specific details about any such projects and/or to provide substantive documentation to validate their statements. The referenced contractors provided the OCG with the following responses:

1. Mr. Marlon Plummer, in his sworn response which was dated 2011 July 26, indicated that *“Construction work was performed prior to the NHT Small Contractor Programme however contracts were not in place”*⁵².
2. Mr. Johan O’Gilvie, in his sworn response which was dated 2011 July 22, informed the OCG that *“All works were informally done, no documentary evidence exists”*⁵³.
3. Mr. Lucien Lawrence, in his sworn response which was dated 2011 July 26, stated that *“Work was done prior to, however no signed agreement was in place”*⁵⁴.
4. Mr. Maurice McIntyre, in his response which was dated 2011 August 2, advised the OCG that *“Yes, construction works and/or projects were undertaken prior to commencing construction related works with the NHT’s Small Contractor Programme. No documentary evidence at this time.”*⁵⁵

⁵¹ OCG Requisition which was sent to Mr. Marlon Plummer, Mr. Lucien Lawrence, Mr. Johan O’Gilvie, Mr. Maurice McIntyre and Ms. Amoy Guthrie, respectively. Question #2.

⁵² Response which was received from Mr. Marlon Plummer, which was dated, 2012 July 26, Response #3.

⁵³ Response which was received from Mr. Johan O’Gilvie, which was dated 2012 July 22, Response #2.

⁵⁴ Response which was received from Mr. Lucien Lawrence which was dated 2012 July 26, Response #2.

⁵⁵ Response which was received from Mr. Maurice McIntyre and that was dated 2011 August 2, Response #2.



5. Ms. Amoy Guthrie, in her sworn response which was dated 2011 August 17, indicated that *“Work done was informal hence no formal contracts were put in place”*⁵⁶.

It is instructive to note that, in an effort to determine the competence of the companies/businesses which were formed by the referenced contractors and awarded millions of dollars worth of government contracts by the NHT, the OCG, by way of its Statutory Requisition, which was dated 2010 June 4, required that the said contractors respond to the following question:

“Please provide an Executive Summary with the full particulars and documentary evidence, inclusive of professional and academic certification, of staff of [your company] who were on staff and in the employment of the company since its incorporation/ registration as a business/company/ entity, to present. The Executive Summary must include the following information in addition to “Schedule 1” which is appended herewith:

- a. The total staff complement of the company, as at December 31, for each calendar year since its incorporation/registration as a business, up to and including May 31, 2010;*
- b. The name(s) and title(s) of each employee of the company/business;*
- c. The date on which each named person was employed;*
- d. The job title(s) , post(s) which were held and the particulars of the job function (s)/ duties which are /were undertaken by the named employees;*
- e. The NHT project(s) to which each named employee was/is assigned and the date(s) of such assignments;*
- f. The duly completed Spreadsheet which is entitled “Schedule 1- Staff Employment History- NHT Investigation”.*⁵⁷

⁵⁶ Responses which was received from Ms. Amoy Guthrie and that was dated 2011 August 17, Response #2.



In respect of the foregoing OCG Requisition, the referenced ‘sham contractors’, by way of ‘Schedule 1’, provided the OCG with, *inter alia*, the following responses:

1. Mr. Marlon Plummer, in his sworn response which was dated 2010 July 1, provided the following names of individuals who were stated to have been employed by his business:

- a) Mr. Richard Schloss;
- b) Mr. Richard Jackson; and
- c) Mr. Roy Powell.

Mr. Plummer also asserted that the above mentioned individuals “*were not employed as contracts received did not require such*”.

2. Mr. Maurice McIntyre, in his sworn response which was dated 2010 July 6, provided the following names of individuals who were stated to have been employed by his business:

- a) Mr. Orville Dixon; and
- b) Mr. Leroy Blake.

Mr. McIntyre asserted that the foregoing individuals were “*named, however contracts awarded did not require their service*”

3. Mr. Johan O’Gilvie, in his sworn response which was dated 2010 July 26, provided the following names of individuals who were stated to have been employed by his business:

- a) Mr. Rodney Chin;
- b) Mr. Michael Clarke;

⁵⁷ OCG Requisition which was dated 2010 June 4, and which was sent to Mr. Marlon Plummer, Mr. Johan O’Gilvie, Mr. Maurice McIntyre, Mr. Lucien Lawrence and Miss Amoy Guthrie. Question #11



- c) Mr. Barrington Herbert;
 - d) Mr. Alerijah Perry; and
 - e) Mr. Milton Gilpen.
4. Mr. Lucien Lawrence, in his sworn response which was dated 2010 July 21, provided the following names of individuals who were stated to have been employed by his business:
- a) Mr. Michael Palmer;
 - b) Mr. Glendon Lewis;
 - c) Mr. Lucien Lawrence; and
 - d) Mr. Radcliffe Brissett.

Mr. Lawrence asserted that the foregoing individuals “*were not employed*” and “*were not required for contract received*”.

5. Ms. Amoy Guthrie, in her sworn response which was dated 2010 July 22, provided the following names of individuals who were stated to have been employed by her business:
- a) Mr. Donovan Lawrence;
 - b) Mr. Donovan Thompson;
 - c) Mr. Neville Cookhorne; and
 - d) Mr. Richard Beckford.

Ms. Guthrie also asserted that the foregoing individuals were “*...listed however were never employed*”.

Having regard to the statements which were made by the suspected ‘sham contractors’ that the above named individuals who they represented to the OCG as members of their current and past



staff complement, were not/never employed, the OCG, by way of its Statutory Requisition, which was dated 2011 July 1, requested that the referenced contractors indicate whether the individuals who were named by them had ever been employed.

It is instructive to note that in regard to the foregoing, the referenced suspected ‘sham contractors’ indicated, in their respective responses to the OCG, *inter alia*, the following:

1. Mr. Marlon Plummer, in his sworn response which was dated 2011 July 26, indicated that persons “...were listed on previous application, however not employed ... due to the fact that the NHT contracts did not require the respective technical person due to close supervision which was mandated through the NHT technical team.”⁵⁸

Mr. Marlon Plummer also indicated that the “... contracts were solely carried out by Intouch Construction with the supervision of the NHT technical team and expertise on site.”⁵⁹

2. Mr. Maurice McIntyre, in his response which was dated 2011 August 2, reiterated that “...They were never employed ...as NHT’s technical personnel were sufficient”.⁶⁰

Mr. Maurice McIntyre, in his referenced response, also informed the OCG that “All works done on projects were done by me, through the assistance of Intouch Construction and guidance of NHT’s Technical team.”⁶¹

3. Mr. Lucien Lawrence, in his sworn response which was dated 2011 July 26, reiterated that the named individuals “...were listed on the application but never employed”.⁶²

⁵⁸ Response which was received from Mr. Marlon Plummer that was dated 2011 July 26, Response # 4.

⁵⁹ Response which was received from Mr. Marlon Plummer that was dated 2011 July 26, Response # 5.

⁶⁰ Response which was received from Mr. Maurice McIntyre that was dated 2011 August 2, Response # 3.

⁶¹ Response which was received from Mr. Maurice McIntyre that was dated 2011 August 2, Response # 5.

⁶² Response which was received from Mr. Lucien Lawrence that was dated 2011 July 26, Response# 3.



Mr. Lawrence also indicated that the “...works were carried out by me under the guidance and supervision of NHT personnel”.⁶³

4. Mr. Johan O’Gilvie, in his sworn response, which was dated 2011 July 22, informed the OCG that “Although the above named person was listed on my application they were not employed. For all contracts received work was carried out by me and overseen by the NHT technical staff”⁶⁴.
5. Ms. Amoy Guthrie, in her sworn response which was dated 2011 August 17, advised the OCG that the “...individuals listed ...were never employed by me”.⁶⁵

Ms. Guthrie also indicated in her referenced sworn response that “All works done on NHT projects were carried out by me under the supervision of NHT technical staff.”⁶⁶

Based upon the responses which were provided by the referenced contractors to the OCG and, in particular, the assertion which was made by at least three (3) of the referenced Contractors that all construction related works were undertaken solely by them, the OCG, by way of its Statutory Requisition, which was dated 2011 August 29, posed the following questions to the said contractors:

“Please indicate whether you were otherwise gainfully employed while working with the NHT under its Small Contractor’s Programme. If yes, please provide responses to the following:

- a. *The name(s) of the organization(s)/company(ies) to which you were/ are employed;*

⁶³ Response which was received from Mr. Lucien Lawrence that was dated 2011 July 26, Response# 5.

⁶⁴ Response which was received from Mr. Johan O’Gilvie that was dated 2011 July 22, Response #3

⁶⁵ Response which was received from Ms. Amoy Guthrie that was dated 2011 August 16, Response # 3.

⁶⁶ Response which was received from Ms. Amoy Guthrie that was dated 2011 August 16, Response #5.



- b. The date(s) on which you became employed to the stated organization(s)/ company(ies);*
- c. The duration of your employment contract(s) with the stated organization(s)/ company(ies);*
- d. A brief overview of your job description(s) for any and/or all substantive job titles/ posts which you have held; and*
- e. Any/all job posts/titles which you have held since becoming employed to the stated organizations/ company(ies).⁶⁷*

Having regard to the foregoing, the referenced suspected ‘sham contractors’ made the following representations to the OCG, in their respective responses:

1. Mr. Lucien Lawrence indicated in his sworn response, which was dated 2011 September 5, that he, since 1998 – present, was a Teacher of Visual Arts and Social Studies at the Meadowbrook High School.
2. Mr. Maurice McIntyre, in his sworn response which was dated 2011 September 13, indicated that he was employed at Linx Jamaica, for the period 2007 February – 2010 October, as a Technical Advisor and/or Consultant for Computer Sales and Services.
3. Both Mr. Johan O’Gilvie and Mr. Marlon Plummer in their sworn responses which were both dated 2011 September 5, indicated that they had no other form of employment.

It is instructive to note that the OCG became aware of the fact that Ms. Amoy Guthrie was/ is employed by the RBC Royal Bank, and as such, by way its Statutory Requisition which was

⁶⁷ OCG Requisition to the referenced contractors which was dated 2011 August 29. Question # 4



dated 2011 August 29, wrote to Ms. Janice Murdock, Branch Manager, RBC Royal Bank, and posed, *inter alia*, the following question:

“Please state whether Ms. Amoy Guthrie is currently employed to the RBC Royal Bank. If yes, kindly provide an Executive Summary detailing the following information:

- a. The date on which Ms. Guthrie became employed to the RBC Royal Bank;*
- b. Any and/or all job titles which was/were held by Ms. Guthrie since becoming employed to the RBC Royal Bank;*
- c. A brief job description of any and/or all job posts/titles which was/were held by Ms. Guthrie since becoming employed at the RBC Royal Bank;*
- d. RBC Royal Bank working hours which have been imposed on Ms. Guthrie since becoming employed at the Bank;*
- e. Any and/or all vacation leave which has/have been approved by the RBC Royal Bank for Ms. Guthrie; and*
- f. A copy of Ms. Guthrie’s employment contract.”*⁶⁸

Ms. Nicole Roberts, Manager, Employee Relations, RBC Royal Bank, by way of her sworn response, which was dated 2011 September 7, confirmed that Ms. Amoy Guthrie was in fact employed to the referenced Bank. Ms. Roberts also informed the OCG that Ms. Guthrie was initially employed to the bank from as early as 1995 when it was known as the Eagle Commercial Bank.

⁶⁸ OCG Requisition which was dated 2011 August 29, which was sent to Ms. Janice Murdock, RBC Royal Bank.



Ms. Roberts provided a full profile of Ms. Guthrie's employment history which detailed that, Ms. Guthrie has been employed in various positions within the bank since 1995, and currently (as at the date of the OCG's Requisition) holds the position of Supervisor, Bank Operations.

Of note is the fact that Ms. Roberts, in her referenced sworn response, also informed the OCG of the following:

1. That normal working hours for Ms. Guthrie are between Mondays to Thursdays at 8:15 a.m. to 4:45 p.m. and on Fridays at 8:15 a.m. to 5:15 p.m.;
2. That since 2005, Ms. Guthrie has been entitled to twenty five vacation days each year and that she has taken this entitlement each year; and
3. That Ms. Guthrie has taken the following vacation days since 2011: February 9 – 11, 2011 (3 days); and July 7 – 29, 2011 (17 days).

Based upon the above stated sworn responses, which were provided by the referenced contractors, the OCG considers it critically important to again highlight, at this juncture, the eligibility criteria which were explicitly stated in an Advertisement which invited building contractors to enlist in the NHT's Small Contractor Programme:

Contractors were required to:

1. *"Be registered with the National Contracts Commission (NCC) as a building contractor. (Grade 4).*
2. *Be in possession of a valid Tax Compliance Certificate (TCC).*
3. **Have a minimum of three (3) years experience as a building contractor**
4. **Proven track record in building construction, supported by recommendation from Clients.**



5. **Be in possession of adequate financial and human resources to efficiently maintain the work programme for the duration of the contract period (minimum 3 months)**⁶⁹
(OCG Emphasis)

Having regard to the inability of the referenced contractors to provide the OCG with evidence to substantiate previous construction related experience, the OCG is unable to ascertain how the referenced contractors were able to satisfy the above stated eligibility requirements for the NHT's Small Contractor's Programme, particularly, as it regards criteria 3, 4 and 5.

Further, having regard to the representations which were made by the referenced contractors that supervision and/or some level of assistance was provided to them by the NHT's Technical Staff, the OCG posed, *inter alia*, the following question to the said contractors, by way of its Statutory Requisition which was dated 2011 August 29, to ascertain the extent of the assistance which was provided by the NHT's Technical Staff:

- (a) *“Please indicate whether you have received any technical assistance and/or guidance from the ‘NHT’s technical staff’? If yes, please respond to the following:*
- i. *Please explicitly state the nature and the extent of the technical assistance and/or guidance which was received by you from the NHT’s Technical personnel, of whom you made reference to ...; and*
 - ii. *Please provide the name(s) and title(s) of the individual(s) who is/are referred to above as the ‘NHT’s Technical Personnel’ who provided*

⁶⁹ Advertisement which was provided by Mr. Keith Clarke



assistance and/or guidance to you in the execution of works under the NHT's Small Contractor Programme."⁷⁰

In respect of the foregoing, the referenced contractors provided the OCG with the following sworn responses:

1. Mr. Marlon Plummer, by way of his sworn response which was dated 2011 September 5, stated the following:

"Yes

- i. Throughout the progress of the work the NHT representative provided guidance to ensure standards were maintained and building guidelines followed. The review of work done was conducted in the presence of an Intouch representative.*
- ii. NHT representative are:*
 - Courtney Lawrence – clerk of work*
 - Clive Duncan – Project officer*
 - Earl Saunders – clerk of work*
 - Ceric (sic) Smith – Project officer*
 - Andre Christie – Project officer"*⁷¹

2. Mr. Johan O'Gilvie, by way of his sworn response which was dated 2011 September 5, provided the OCG with the following sworn response:

"Yes

⁷⁰ OCG Requisition which was dated 2011 August 29 and which were sent to the referenced sham contractors. Question 1.

⁷¹ Marlon Plummer's response which was dated 2011 September 5. Response 1



- i. *Random inspections were carried out and work done by me. NHT personnel carried out the inspections reduce margin of error on site.*
- ii. *Omar Stanley – Clerk of work; Andre Christie – Project Officer; Ceric (sic) Smith – Project Officer; Clive Duncan – Project Officer; Courtney Lawrence – Clerk of work and Earl Saunders – Clerk of work.”⁷²*

3. Mr. Maurice McIntyre, by way of his sworn response which was dated 2011 September 13, informed the OCG of the following:

“NHT’s technical personnel were sufficient’ means that due to the monitoring/inspection at various stages before approval additional staff was not necessary.

Yes,

- i) *The nature of the guidance received involved the constant monitoring of the workmen which was done at all levels of the construction project.*
- ii) *The persons referred to are:*

- *Mr. Courtney Lawrence – Clerk of Work*
- *Mr. Clive Duncan – Project Officer*
- *Mr. Earl Saunders – Clerk of work*
- *Mr. Cedric (sic) Smith – Project officer”⁷³*

4. Mr. Lucien Lawrence, by way of his response which was dated 2011 September 5, stated the following:

⁷² Response which was received from Mr. Johan O’Gilvie which was dated 2011 September 5, Response 1

⁷³ Response which was received from Mr. Maurice McIntyre which was dated 2011 September 13, Response 1.



“All building work done was inspected in stages by the NHT representative in the presence of my workmen to guarantee that standards were maintained before approval given.

b) Names are listed below:

Clive Duncan – Project Officer

Ceric (sic) Smith – Project Officer

Omar Stanley – Clerk of Work

Earl Saunders – Clerk of Work

Courtney Lawrence – Clerk of Work”⁷⁴

Further, it is instructive to note that the OCG, by way of its Statutory Requisition which was dated 2010 June 4, posed the following question, in an effort to determine the competence and eligibility of the referenced suspected ‘sham contractors’:

“Please provide a list of all equipment which was owned by and/or leased by [your company] over the contract period(s) and which was used to execute/ undertake the construction projects under the Small Contractor’s Programme. The list must be submitted in the form of “Schedule 2” which is appended herewith. Please provide documentary evidence in support of your response and any assertions made.”⁷⁵

It is instructive to note that, in respect of the foregoing question, the referenced contractors provided the OCG with the following sworn responses:

⁷⁴ Response which was dated 2011 September 5, that was received from Mr. Lucien Lawrence. Response 1

⁷⁵ OCG Statutory Requisition which was dated 2010 June 4. Question14.



1. Mr. Marlon Plummer, in his sworn response which was dated 2010 July 1, informed the OCG via 'Schedule 2' that the following equipment were owned and/or rented by his business:
 - i. Generator;
 - ii. Auger;
 - iii. Compactor;
 - iv. Air Compressor;
 - v. Demolition Hammer;
 - vi. Props;
 - vii. Scaffolding; and
 - viii. Water Pump.

It is instructive to note that Mr. Plummer also provided the OCG with receipts which were in his possession, which revealed that other equipment had been leased.

2. Mr. Johan O'Gilvie, in his sworn response which was dated 2010 July 26, informed the OCG that *"For each project funds are pooled among contractors for rental of equipment and details were not kept"*.⁷⁶
3. Ms. Amoy Guthrie, indicated by way of her sworn response which was dated 2010 July 21, that *"No machine was owned by "Amoy Guthrie" and that "Funds were pooled among contractors toward rental of equipments. Mr. Marlon Plummer was responsible for same"*.⁷⁷
4. Mr. Maurice McIntyre by way of his sworn response which was dated 2010 July 6, informed the OCG that *"The company does not own any equipment. All equipment*

⁷⁶ Response 13 and 14

⁷⁷ Response 13 and 14



*utilized were rented and shared amongst other contractors. These include back-hoe, scaffolding, demolition hammer, compactor, generator and props.*⁷⁸

5. Mr. Lucien Lawrence, by way of his Statutory Requisition which was dated 2010 July 21, informed the OCG that *“Payment for rental equipment was grouped with fellow contractors on each project hence no receipts were retained”*⁷⁹.

Having regard to statements which were made by the referenced contractors in the foregoing representations, that resources were pooled between the contractors, the OCG, by way of its Statutory Requisition which was dated 2011 July 1, posed the following question to each of the five (5) contractors:

“In response to the OCG’s Requisition to you, which was dated June 4, 2010, you indicated that...[resources were pooled between the contractors]. Please indicate (a) the names of the contractors with whom resources were pooled, (b) the name(s) of the company(ies) from which the equipment were rented and (c) a detailed list of all equipment which were rented and used by you, in each instance, for the construction of Unit(s)...[under the NHT’s Small Contractors’ Programme].

*Please provide documentary evidence, where possible, to substantiate your response.*⁸⁰

In respect of the foregoing OCG Requisition, the following responses were provided by the referenced contractors:

1. Ms. Amoy Guthrie, by way of her response which was dated 2011 August 17, informed the OCG of the following:

⁷⁸ Response 14.

⁷⁹ Response 13.

⁸⁰ OCG Requisitions which were dated 2011 July 1, that were sent to the referenced contractors. Question 1.



- a) *Amoy Guthrie, Maurice McIntyre, Lucien Lawrence, Johan Ogilvie and Intouch Construction & Security*
- b) *Equipment rented was obtained through Intouch Construction & Security*
- c) *List of equipment:*
 - *Air compressor*
 - *Jack hammer*
 - *Generator*
 - *Compactor*
 - *Backhoe*
 - *Scaffolding*
 - *Props*⁸¹

2. Mr. Lucien Lawrence by way of his sworn response which was dated 2011 July 26, informed the OCG that:

- a. *“The names of the contractors were Maurice McIntyre (Frome & Waterworks Housing), Amoy Guthrie, Intouch Construction and Johan O’Gilvie*
- b. *The equipment was rented by Intouch Construction which I also utilized*
- c. *Equipments used includes:*
 - *Backhoe*
 - *Jack Hammer*
 - *Generator*
 - *Props*
 - *Scaffolding*
 - *Compressor*⁸²

⁸¹ Response which was received from Ms. Amoy Guthrie that was dated 2011 August 17, Response 1.

⁸² Response which was received from Mr. Lucien Lawrence that was dated 2011 July 26, Response 1



3. Mr. Maurice McIntyre, by way of his response which was dated 2011 August 2, stated that:

a) *“The name of the contractors with whom the resources were pooled:*

Lucien Lawrence

Amoy Guthrie

Intouch Construction

Johan O’gilvie

b) *The company from which equipment was rented, was Intouch Construction & Security Ltd.*

c) *The detailed list of equipment rented and used on the following sites are:*

Water Works Housing Scheme, Westmoreland

- 1. Scaffolding*
- 2. Backhoe*
- 3. Demolition hammer*
- 4. Props*
- 5. generator*

Frome Housing Development, Westmoreland

- 1. Scaffolding*
- 2. Backhoe*
- 3. Demolition hammer*
- 4. Props*
- 5. generator”⁸³*

4. Mr. Johan O’Gilvie, by way of his sworn response, which was dated 2011 July 22, provided the OCG with the following:

⁸³ Response which was received from Mr. Maurice McIntyre that was dated 2011 August 2, Response 1



“The names of the contractors are:

- a. Intouch Construction and Security, Amoy Guthrie, Lucien Lawrence*
- b. Intouch Construction and Security, Amoy Guthrie, Lucien Lawrence*
- c. Intouch Construction and Security, Amoy Guthrie, Lucien Lawrence, Maurice McIntyre*
- d. Intouch Construction and Security, Amoy Guthrie, Lucien Lawrence, Maurice McIntyre*
- e. Intouch Construction and Security*

No formal record was kept of the Names of the companies from which we rented the equipment, neither was a formal record kept of the list of equipment.”⁸⁴

5. Mr. Marlon Plummer, in his sworn response which was dated 2011 July 25, stated that:

“As stated previously in our response, July 22 2010, equipment were rented by a group of contractors.

- a) Maurice McIntyre, Lucien Lawrence, Amoy Guthrie, Johan Ogilvie and Intouch Construction*
- b) Main supplier of equipment was Airmark Equipment Rentals.*
- c) Equipment rented includes:*
 - I. Demolition hammer*
 - II. Concrete cutter*
 - III. Generator*
 - IV. Air compressor*
 - V. Backhoe*
 - VI. Compactor*
 - VII. Water Pump*

⁸⁴Response which was received from Mr. Johan O’Gilvie that was dated 2011 July 22, Response 1



VIII. *Rollers and others previously listed in response on July 22, 2010.*⁸⁵

Having regard to the foregoing sworn representations, which were made by the referenced contractors, the OCG has found, *inter alia*, the following to be of significant import:

1. That all five (5) of the referenced contractors indicated that while certain individuals were represented as employees of the contractors' respective businesses, all construction works were carried out solely by the said contractors.
2. That all five (5) of the referenced contractors were unable to provide the OCG with a track record of construction related experience prior to being engaged by the NHT under the auspices of the Small Contractors' Programme.
3. That the persons who were listed by the referenced five (5) contractors, by their own admission, were not, in fact, employed by the said contractors.
4. That based upon the eligibility criteria for the engagement of small contractors, in addition to being in possession of a valid TCC and NCC, small contractors were required to (a) possess a minimum of three (3) years of experience as a building contractor, (b) be able to demonstrate a proven track record in building construction and (c) be in possession of adequate financial and human resources.

⁸⁵Response which was received from Mr. Marlon Plummer that was dated 2011 2011 July 26, Response 1



THE LEVEL OF OVERSIGHT PROVIDED BY THE NHT IN THE STEWARDSHIP OF ITS SMALL CONTRACTORS' PROGRAMME

The OCG, in an effort to ascertain the selection process and the eligibility requirements which were insisted upon by the NHT, as it regards ensuring that competent contractors were registered under the Programme, also requested by way of its Statutory Requisition of 2010 June 4, that Mr. Donald Moore respond to the following question:

“Was/were any precautionary step(s)/ due diligence undertaken by the NHT, either at the time of registering the contractors which are listed above, under the Small Contractor’s Programme, or during the performance of the contracts, to ensure that the [referenced suspected sham contractors] were in fact legitimate and competent contractors? If yes, please detail the following:

- a. The nature of the precautionary step(s)/due diligence which was/were undertaken by the NHT;*
- b. The name(s) of the NHT official(s)/ Officer(s) who was/were responsible for undertaking the precautionary steps/due diligence of each of the referenced contractors ;*
- c. Please state the name(s) of the NHT official(s)/officer(s) who undertook the due diligence.”⁸⁶*

Mr. Donald Moore, in his response to the OCG’s Requisition which was dated 2010 June 24, stated that **“Yes, due diligence was undertaken by the NHT in selecting the contractors for the projects and during the construction of the houses.”**(OCG Emphasis)

Mr. Moore, in the referenced response also informed the OCG of the following:

⁸⁶ OCG Requisition which was dated 2010 June 4. Question#5.



“Prior to the selection of the contractors for any project, the due diligence Prior to the selection of the contractors for any project, the due diligence entails checking the NCC website (notwithstanding the certificate submitted) to ensure that the contractors are appropriately registered and the original of the TCC’s to ensure validity. During the construction, the works are closely monitored by the responsible staff to ensure that it is being done in accordance with the contract. (Note that all contracts were satisfactorily executed.)”⁸⁷(OCG Emphasis)

With regard to the name(s) of the NHT Official(s)/ Officer(s) who was/were responsible for undertaking the precautionary steps/due diligence of each of the referenced contractors, Mr. Moore stated that *“This is the responsibility of the Project Officers/Managers for each project and were so undertaken: Mr. Clive Davis, Senior Project Manager; Mrs. Shani Dacres – Lovindeer, Senior Project Manager; Mr. Keith Clarke, Manager Interim Finance; Mr. Aubyn Perkins, (Acting) Manager Interim Finance; Mr. Michael Laing, Project Manager”⁸⁸.*

Mr. Moore informed the OCG that the name(s) of the NHT official(s)/officer(s) who undertook the due diligence were: *“Mr. Richard Schloss, Project Manager, Mr. Dayne Hanse, Project Manager; Mr. Andre Christie, Project Officer; Mr. Seric Smith, Project Officer; Mr. Michael Watson, COW; Mr. Earl Saunders, COW; Mr. Omar Stanley, COW; Mr. Norris Duncan, COW; Mr. Courtney Lawrence, COW.”⁸⁹*

The OCG, in its Requisition of 2010 June 4, also required, *inter alia*, that Mr. Donald Moore provide an Executive Summary detailing full particulars of the oversight which was brought to bear upon the following:

- a. The registration of prospective contractors; and

⁸⁷ Response which was received from Mr. Donald Moore, 2010 June 24, Response 5a.

⁸⁸ Response which was received from Mr. Donald Moore, 2010 June 24, Response 5b.

⁸⁹ Response which was received from Mr. Donald Moore, 2010 June 24, Response 5c.



- b. The monitoring of each respective contractor's performance in accordance with the provisions of the contracts to which such a contractor is a party to.

Having regard to the oversight which was stated to have been provided by the NHT, as it regards the registration of prospective contractors under the Small Contractors' Programme, Mr. Donald Moore, in his response of 2010 June 24, stated, *inter alia*, the following:

"... The NHT does not undertake the registration of contractors. It keeps the list of contractors who have worked on each project as well as the record of contractors who have expressed an interest, in response to advertisements, in working under the programme. The NHT has neither attempted to usurp nor to undertake the responsibility of the NCC for the registration of contractors."⁹⁰ (OCG Emphasis)

As it regards the 'monitoring of each respective contractor's performance', Mr. Moore stated in the referenced response that **"...The monitoring of each contractor's performance is the responsibility of the Senior Project Manager, Project Manager/Officer and Clerk of Works (COW). All the parties listed above undertake conformance with the contract specifications. COW monitors the project daily; Project Officer visits at least weekly and is the liaison between the site and the head office. Project Manager visits the project at least fortnightly and is responsible for the administration of the contract."**⁹¹ (OCG Emphasis)

⁹⁰ Response which was received from Mr. Donald Moore, 2010 June 24, Response 1va

⁹¹ Response which was received from Mr. Donald Moore, 2010 June 24, Response 1vb



THE PROPRIETY AND COMPETENCE OF THE COMPANIES/BUSINESSES WHICH WERE ESTABLISHED BY THE SUSPECTED ‘SHAM CONTRACTORS’

The OCG, by way of its Requisitions which were dated 2010 June 4, and sent to Intouch Construction and Security Ltd. / Marlon Plummer, Mr. Maurice McIntyre, Mr. Johan O’Gilvie, Mr. Lucien Lawrence and Ms. Amoy Guthrie sought to ascertain particulars of the businesses which were established by the aforementioned individuals and the professional services which they provided to the NHT.

The OCG requested that the referenced contractors provide responses as it regards the entities with which they were identified to be affiliated with, by way of NCC applications. As such, the OCG requested, *inter alia*, the following, from each of the named contractors:

- “ i. A detailed description of your relationship/affiliation with the entity;
- ii. The date on which you became affiliated with the referenced entity and the circumstances surrounding same;
- iii. The length of time that you have had the referenced relationship/affiliation with the entity.”⁹²

In this regard, the referenced five (5) contractors provided the following information:

- A. Mr. Marlon Plummer, in his response which was dated 2010 July 1, stated, *inter alia*, that he was the Managing Director for Intouch Construction and Security Ltd. and that he had been affiliated with the said company since 1999 April 27. Mr. Plummer also provided the OCG with a copy of two (2) documents which were entitled “*THE COMPANIES ACT 1965 JAMAICA COMPANY LIMITED BY SHARES MEMORANDUM OF ASSOCIATION OF INTOUCH PROTECTION & SECURITY SERVICES LIMITED*”, and

⁹² OCG Requisition which was dated 2010 June 4. Question # 1.



“ARTICLES OF ASSOCIATION OF INTOUCH PROTECTION & SECURITY SERVICES LIMITED,” which were both signed and dated 1999 April 23.

The OCG’s search of the website of the Companies Office of Jamaica (COJ) revealed, *inter alia*, that the company Intouch Construction and Security Ltd. was incorporated on 1999 April 27, and has as its Directors/Shareholders the following individuals:

1. Delroy Plummer (ceased);
2. Margaret Plummer;
3. Marlon Plummer; and
4. Tricia Scott (ceased).

B. Mr. Johan O’Gilvie, in his sworn response of 2010 July 26, to the foregoing question, informed the OCG that he was the “...*head of the Business*” of ‘Johan O’Gilvie & Associates’ and that he had been affiliated with the business since 2005. Mr. O’Gilvie, however, provided the OCG with a copy of the Certificate of Business Registration which revealed that the said business was registered by Mr. Johan O’Gilvie on 2008 September 26.

The OCG conducted a search of the COJ’s website which revealed that the business ‘Johan O’Gilvie and Associates’ commenced on 2005 September 1, and has as its only proprietor, one ‘Johan Timoy O’Gilvie’.

C. In response to the foregoing question, Mr. Lucien Lawrence stated, in his response of 2010 July 21, that he was the “business owner” of the business ‘Lucien .W. Lawrence’ and that the said business had been registered since 2005. Mr. Lawrence, however, provided the OCG with a copy of the Certificate of Business Registration which revealed that the said Business was registered by Mr. Lucien Lawrence on 2008 October 3.



The OCG conducted a search of the COJ's website which revealed that the business 'Lucien W. Lawrence' commenced on 2004 September 1, and has as its only proprietor 'Lucien Lawrence'.

- D. Mr. Maurice McIntyre, by way of his response which was dated 2010 July 6, informed the OCG that he "...has full responsibility of the business", 'Maurice McIntyre' and has been affiliated with the said business since 2006 May 22. Mr. McIntyre also provided the OCG with a copy of the Certificate of Business Registration which revealed that the referenced business was registered by Mr. Maurice McIntyre on 2006 May 22.

The OCG conducted a search of the COJ's website which revealed that the business 'Maurice McIntyre' commenced on 2006 May 22, and has as its only proprietor, one 'Maurice McIntyre'.

- E. Ms. Amoy Guthrie, in her response which was dated 2010 July 22, informed the OCG that she was the "...proprietor (owner)" of the business 'Amoy Guthrie' and has been affiliated with the said business since 2005. Ms. Guthrie also provided the OCG with a copy of the Certificate of Business Registration which revealed that the Business was registered by Ms. Amoy Guthrie on 2008 October 10.

The OCG conducted a search of the COJ's website which revealed that the business 'Amoy Guthrie' commenced on 2005 September 1, and has as its only proprietor, one 'Amoy Guthrie'.

The OCG, by way of its Requisition which was dated 2010 June 4, requested that each of the referenced suspected 'sham contractors' inform the OCG of the date on which their business/company "...became registered with the NHT under the Small Contractor's



Programme...” and “... *the extent of [the respective contractor’s] involvement in the registration of [the respective business]*”⁹³.

Mr. Maurice McIntyre, by way of his response which was dated 2010 July 6, in respect of the aforementioned Requisition, informed the OCG of, *inter alia*, the following:

“The extent of my involvement in the registration of my business under the NHT’s Small Contractor’s Programme was that of a request of the Small Contractor’s application form. Further to sought assistance from Mr. Plummer of Intouch Construction in order to advise and then submit on my behalf.”⁹⁴

*“The business ‘MAURICE MCINTYRE’ became registered with the NHT’s Small Contractor’s programme in 2006. The exact date I cannot recall”*⁹⁵. (OCG Emphasis)

As it regards the referenced OCG Requisition, Ms. Amoy Guthrie, in her response of 2010 July 22, informed the OCG that her involvement “...involved application under the “Small Contractor’s Programme under the National Housing Trust...” She further stated that “The registered name “Amoy Guthrie” commenced business under the “Small Contractor’s Programme” in ‘2005’ under NHT”⁹⁶.

Mr. Lucien Lawrence also informed the OCG by way of his response of 2010 July 21, that the extent of his involvement in the registration of the business ‘Lucien W. Lawrence’ “...included application of registration into the programme ...”⁹⁷ Mr. Lawrence also informed the OCG that

⁹³ OCG Requisitions which were sent to the suspected sham contractors that were dated 2010 June 4. Questions 3 and 4.

⁹⁴ Response which was received from Mr. Maurice McIntyre that was dated 2010 July 6, Response #3.

⁹⁵ Response which was received from Mr. Maurice McIntyre that was dated 2010 July 6, Response # 4.

⁹⁶ Response which was received from Ms. Amoy Guthrie that was dated 2010 July 22, Response #3 and #4.

⁹⁷ Response which was received from Mr. Lucien Lawrence that was dated 2010 July 21, Response #3 and #4.



the said business became registered with the NHT under the Small Contractor's Programme in 2005.

Mr. Johan O'Gilvie informed the OCG, by way of his response of 2010 June 26, to the foregoing Requisition, that he “...applied to the NHT to work under the Small Contractors Programme”⁹⁸ and that the business Johan O'Gilvie and Associates became registered with NHT's Small Contractors Programme in 2005.

Having regard to the aforementioned OCG Requisition, Mr. Marlon Plummer/Intouch Construction and Security Ltd., by way of his sworn response of 2010 July 1, informed the OCG that he “...completed an application form from the Projects Department at NHT and made a submission”. He also stated that “Intouch became registered with NHT under the Programme in 2002 however full date not recalled.”⁹⁹

Having regard to the above responses which were provided by the referenced suspected ‘sham contractors’, the OCG, in its Requisition which was dated 2011 August 15, posed the following question to Mr. Donald Moore, Senior General Manager, NHT:

“Please indicate whether any of the alleged ‘Sham Contractors’, namely: Ms. Amoy Guthrie, Mr. Johan O’Gilvie, Mr. Maurice McIntyre, Mr. Lucien Lawrence and Mr. Marlon Plummer, had formally applied to the National Housing Trust (NHT) for the NHT’s Small Contractor Programme? If yes, kindly provide a copy of the referenced Contractors’ Application Form which was submitted to the NHT”¹⁰⁰.

In the said Requisition, the OCG also posed the following question:

⁹⁸ Response which was received from Mr. Johan O'Gilvie that was dated 2010 July 26, Response #3 and #4.

⁹⁹ Response which was received from Mr. Marlon Plummer that was dated 2010 July 1, Response #3 and #4.

¹⁰⁰ OCG Requisition which was dated 2011 August 15. Question 1



“Did all or any of the above referenced ‘ Sham Contractors’ provide details of related job experience which qualified them to be competent Contractors under the NHT’s Small Contractor Programme? If yes, please provide documentation which evidences the said experience.”¹⁰¹

Mr. Donald Moore, in his response of 2011 September 12, provided the following response:

“In respect of the 27 contractors (including Amoy Guthrie, Lucien Lawrence, Maurice Mcintyre and Johan O’Gilvie) who came onto the programme subsequent to the NCC’s approval and requirement for all such contractors to be registered with the NCC... No POF would have been in the relevant files for Intouch Construction & Security (Intouch) who started working in the programme in 2003 with the construction of the Longville shops... My staff has not been able to locate the POF’s for 13 contractors including 3 of the 5 mentioned. Note however that the POF for Johan O’Gilvie ... is attached.” (OCG Emphasis)

Mr. Moore also stated that:

“In the cases of the 13 contractors (including Amoy Guthrie, Lucien Lawrence & Maurice Mcintyre) whose POF’s have not been located, there is no indication of the related job experience which qualified them to be competent under the NHT’s Labour & Small Materials (aka Small Contractors Programme) except for the fact that they all submitted valid Registration Certificates from the NCC to certify their competence to undertake building Works up to a value of \$4m.” (OCG Emphasis)

It is instructive to note that the Pre-Qualification Form which was stated to have been submitted by Mr. Johan O’Gilvie, and which was located by the NHT, revealed, *inter alia*, that Mr. Johan

¹⁰¹ OCG Requisition which was dated 2011 August 15. Question 1



O’Gilvie’s ‘organization’ had been in business for a period of two (2) years. The referenced Application Form listed Mr. Johan O’Gilvie as the Managing Director of the Business and a Mr. Christopher White as Foreman with qualifications as “*Building Contractor / Head Foreman*”. Mr. Johan O’Gilvie also named a Mr. Andrew Hammond as a part of his technical staff, with qualifications in Construction Engineering.

The referenced Form required that Mr. O’Gilvie provide “*DETAILS OF PROJECTS CARRIED OUT DURING PAST FIVE YEARS AS A CONTRACTOR*” to which Mr. O’Gilvie provided the following information:

<i>Amount of Contract</i>	<i>Nature of Work</i>	<i>Date of Completion</i>	<i>Name and Address of Owner</i>
	<i>3 bedroom complete \$3,200,000</i>	<i>2003</i>	<i>Mr. Ranglin ...</i>
	<i>1 bedroom Studio \$890,000</i>	<i>July 2004</i>	<i>Dane Cummings 8 miles Bull Bay...</i>
	<i>2 bedroom complete 2,150,000</i>	<i>December 2003</i>	<i>Amoy Guthrie...</i>

When asked about current projects in which he was engaged and the anticipated completion dates, Mr. O’Gilvie stated the following:

“Extention (sic) of two bedroom Duplex: Amoy Guthrie 13 lakeside Drive St. Andrew. (november 2004) Clifford Richards Construction of two bedroom complete (October 2004)”¹⁰²

¹⁰² NHT Contractors’ Questionnaire- Johan O’Gilvie- Question 8.



Mr. Johan O’Gilvie was also asked the following questions in the said ‘National Housing Trust Contractors’ Questionnaire’ to which he responded “N/A”:

“HAVE YOU EVER FAILED TO COMPLETE ANY JOB GIVEN TO YOU? STATE WHERE AND WHY.

LIST MAJOR ITEMS OF CONSTRUCTION EQUIPMENT OWNED.

IN WHAT OTHER LINES OF BUSINESS ARE YOU FINANCIALLY INTERESTED OR ENGAGED?”¹⁰³

The OCG, by way of its Requisition which was dated 2010 June 4, requested that Mr. Lucien Lawrence respond to the following question:

*“Please provide an Executive Summary with the full particulars and documentary evidence, inclusive of professional and academic certifications, of all members of staff of...[your business/company] who were on staff and in the employment of the company since its incorporation/registration as a business/company/entity, to present. The Executive Summary must include the following information in addition to “**Schedule 1**” which is appended herewith:*

- a. The total staff complement of the company, as at December 31, for each calendar year since its incorporation/registration as a business, up to , and including May 31, 2010;*
- b. The name(s) and title(s) of each employee of the company/business;*
- c. The date on which each named person was employed;*

¹⁰³ NHT Contractors’ Questionnaire- Johan O’Gilvie- Question 9, 10 and 11.



- d. *The job title(s), post(s) which were held and the particulars of the job function(s)/ duties which are/were undertaken by the named employees;*
- e. *The NHT project(s) to which each named employee was/is assigned and the date(s) of such assignments;*
- f. *The duly completed Spreadsheet which is entitled “Schedule 1- Staff Employment History- NHT Investigation”¹⁰⁴.*

The OCG found, by way of ‘Schedule 1’ which was submitted by Mr. Lucien Lawrence, in his response which was dated 2010 July 21, that the following persons were in the employ of his business:

1. *“Michael Palmer*
2. *Glendon Lewis*
3. *Lucien Lawrence*
4. *Radcliff Brissett”*

However, it is instructive to note that in the referenced document, which is labeled ‘Schedule 1’ and which was appended to his response of 2010 July 21, Mr. Lawrence informed the OCG that the aforementioned individuals “were not employed” and “were not required for contract received”.

Having regard to the foregoing response, the OCG, by way of its Requisition which was dated 2011 July 1, required that Mr. Lucien Lawrence respond to the following question:

“Please indicate whether the following persons are/have ever been employed by you:

- a. *Mr. Michael Palmer;*

¹⁰⁴ OCG Requisition which was dated 2010 June 4 that was sent to Mr. Lucien Lawrence.



- b. Mr. Glendon Lewis;
- c. Mr. Radcliff Brissett;
- d. Ms. Tahalia Small;
- e. Mr. Richard Beckford; and
- f. Mr. Neville Cookhorne.

If yes, please provide (a) the date(s) of employment (b) the capacity of employment and (c) the duration of employment for each of the named individuals.”¹⁰⁵

In respect of the foregoing question, Mr. Lucien Lawrence again stated, in his sworn response which was dated 2011 July 26, the following:

*“Messer’s Michael Palmer, Glendon Lewis, Radcliffe Brissett, Neville Cookhorne, Richard Beckford and Ms. Tahalia Small were listed on the application **but never employed**”¹⁰⁶.(OCG Emphasis)*

Having regard to its Requisition to Mr. Lawrence, which was dated 2011 July 1, the OCG posed, *inter alia*, the following questions:

*“In response to the OCG’s Statutory Requisition to you, which was dated June 4, 2010, you indicated by way of enclosure entitled “Schedule 1 – Staff/ Employee History – NHT Investigation” that the listed staff members/employees were not employed and were not required for the contract which was received. Please indicate whether the works which are listed in Question # 1 above were carried out solely by you or, if otherwise, please indicate (a) the names, (b) contact information, inclusive of telephone numbers and addresses and (c) professional and educational credentials of **all** the individuals who*

¹⁰⁵ OCG Requisition to suspected Sham Contractors that was dated 2011 July 1, Question 3.

¹⁰⁶ Response which was received from Mr. Lucien Lawrence that was dated 2011 July 26.



were employed by you or who assisted you, in each instance, in execution of the stated works.

Please provide documentary evidence, to substantiate your assertions/responses.

Please provide a copy of the payroll which was prepared by you, in each instance, in satisfaction of construction works which were performed by the persons who were employed by you and/or anyone who assisted you in the execution of the referenced contracts.”¹⁰⁷

In the foregoing regard, Mr. Lucien Lawrence, in his sworn response of 2011 July 26, informed the OCG that “The works were carried out by me under the guidance of NHT personnel” and “No formal payroll records were maintained and direct payments made on site”. (OCG Emphasis)

The OCG, by way of its Requisition which was dated 2010 June 4, also requested that Mr. Maurice McIntyre respond to the following question:

“Please provide an Executive Summary with the full particulars and documentary evidence, inclusive of professional and academic certifications, of all members of staff of...[your business/company] who were on staff and in the employment of the company since its incorporation/registration as a business/company/ entity, to present. The Executive Summary must include the following information in addition to “Schedule 1” which is appended herewith:

¹⁰⁷ OCG Requisition which was dated 2011 July 1. Question 5 and 6.



- a. *The total staff complement of the company, as at December 31, for each calendar year since its incorporation/registration as a business, up to , and including May 31, 2010;*
- b. *The name(s) and title(s) of each employee of the company/business;*
- c. *The date on which each named person was employed;*
- d. *The job title(s), post(s) which were held and the particulars of the job function(s)/ duties which are/were undertaken by the named employees;*
- e. *The NHT project(s) to which each named employee was/is assigned and the date(s) of such assignments;*
- f. *The duly completed Spreadsheet which is entitled “Schedule 1- Staff Employment History- NHT Investigation ”¹⁰⁸*

Mr. Maurice McIntyre, in his sworn response which was dated 2010 July 6, and through the requisite ‘*Schedule 1*’, informed the OCG that the following persons were in the employ of his business:

- “1. *Orville Dixon*
2. *Leroy Blake*”¹⁰⁹

In the referenced response, Mr. Maurice McIntyre also informed the OCG that the above persons were **“...named, however contracts awarded did not require their service”¹¹⁰** (OCG Emphasis)

Having regard to the above response which was provided by Mr. Maurice McIntyre, the OCG, by way of its Requisition which was dated 2011 July 1, required that Mr. McIntyre respond to the following question:

¹⁰⁸ OCG Requisition which was dated 2010 June 4. Question 11

¹⁰⁹ Response which was received from Mr. Maurice McIntyre which was dated 2010 July 1.

¹¹⁰ Response which was received from Mr. Maurice McIntyre which was dated 2010 July 1



“Please indicate whether the following persons are or have ever been employed by you:

- a. Mr. Richard A. Beckford;*
- b. Mr. Neville B. Cookhorne;*
- c. Mr. Orville Dixon;*
- d. Mr. Leroy Blake; and*
- e. Mr. Gavin Plummer.”¹¹¹*

In response to the foregoing question, Mr. Maurice McIntyre informed the OCG, by way of his response of 2011 July 24, that:

“The names, Mr. Richard Beckford, Mr. Neville Cookhorne, and Mr. Gavin Plummer were submitted on last application which was not approved. They were never employed. Mr. Leroy Blake and Mr. Orville Dixon were submitted on previous application but were never employed as NHT’s technical personnel were sufficient.”¹¹²

Having regard to its Statutory Requisition to Mr. Maurice McIntyre, which was dated 2011 July 1, the OCG posed, *inter alia*, the following questions:

*“In response to the OCG’s Statutory Requisition to you, which was dated June 4, 2010, you indicated by way of enclosure entitled “Schedule 1 – Staff/ Employee History – NHT Investigation” that the listed staff members/employees were not employed and were not required for the contract which was received. Please indicate whether the works which are listed in Question # 1 above were carried out solely by you or, if otherwise, please indicate (a) the names, (b) contact information, inclusive of telephone numbers and addresses and (c) professional and educational credentials of **all** the individuals who*

¹¹¹ OCG Requisition which was dated 2011 July 1 that was sent to Mr. Maurice McIntyre.

¹¹² Response which was received from Mr. Maurice McIntyre that was dated 2011 July 24.



were employed by you or who assisted you, in each instance, in execution of the stated works.

Please provide documentary evidence, to substantiate your assertions/responses.

Please provide a copy of the payroll which was prepared by you, in each instance, in satisfaction of construction works which were performed by the persons who were employed by you and/or anyone who assisted you in the execution of the referenced contracts.”¹¹³

Mr. Maurice McIntyre, in his response which was dated 2011 July 24, informed the OCG that:

“All works done on projects were done by me, through the assistance of Intouch Construction and guidance of NHT’s technical team ...Labour was shared amongst the group of small contractors. Records were not retained of monies paid out.”¹¹⁴ (OCG Emphasis)

The OCG, by way of its Requisition which was dated 2010 June 4, requested that Mr. Johan O’Gilvie respond to the following question:

“Please provide an Executive Summary with the full particulars and documentary evidence, inclusive of professional and academic certifications, of all members of staff of...[your business/company] who were on staff and in the employment of the company since its incorporation/registration as a business/company /entity, to present. The Executive Summary must include the following information in addition to “Schedule 1” which is appended herewith:

¹¹³ OCG Requisition which was dated 2011 July 1, Questions 5 and 6.

¹¹⁴ Response which was received from Mr. Maurice McIntyre that was dated 2011 July 24.



- a. *The total staff complement of the company, as at December 31, for each calendar year since its incorporation/registration as a business, up to , and including May 31, 2010;*
- b. *The name(s) and title(s) of each employee of the company/business;*
- c. *The date on which each named person was employed;*
- d. *The job title(s), post(s) which were held and the particulars of the job function(s)/ duties which are/were undertaken by the named employees;*
- e. *The NHT project(s) to which each named employee was/is assigned and the date(s) of such assignments;*
- f. *The duly completed Spreadsheet which is entitled “Schedule 1- Staff Employment History- NHT Investigation ”¹¹⁵*

Having regard to the foregoing Requisition, Mr. Johan O’Gilvie, in his response which was dated 2010 July 26, provided the names and educational credentials of the following persons whom he held out as his staff complement:

1. *Professional*

Rodney Chin

B.Sc. Civil Engineering, 1984, Florida University

2. *Technical*

Michael Clarke

Diploma Structural Engineering, 1979, C.A.S.T.

3. *Technical*

Barrington Herbert

Diploma, Quantity Surveying, 1983, C.A.S.T.

¹¹⁵ OCG Requisition which was dated 2010 June 4. Question # 11.



4. *Supervisory*
Alerijah Perry

5. *Supervisory*
*Milton Gilpen*¹¹⁶

Having regard to the foregoing response, which was submitted by Mr. Johan O’Gilvie, the OCG in its Statutory Requisition which was dated 2011 July 1, requested that Mr. O’Gilvie respond to the following question:

“In response to the OCG’s Requisition to you, which was dated June 4, 2010, you indicated that the following individuals comprised your staff complement:

- a. Mr. Rodney Chin;*
- b. Mr. Michael Clarke;*
- c. Mr. Barrington Herbert;*
- d. Mr. Alerijah Perry; and*
- e. Mr. Milton Gilpen.*

Please indicate whether the listed persons were employed by you in the conduct of the projects which are listed in Question 1 above; if not, please disclose the names of all the individuals who were employed by you, or who assisted you, with respect to same. Please provide (a) the capacity in which same were employed, (b) the duration of their service to your company, (c) a list of the projects which they worked on, (d) contact information and (e) professional and educational credentials.

*Please provide documentary evidence, to substantiate your assertions/ responses.*¹¹⁷

¹¹⁶ Response which was received from Mr. Johan O’Gilvie that was dated 2010 July 26. Response #11.

¹¹⁷ OCG Requisition which was dated 2011 July. Question #3.



It is instructive to note that the projects which were alluded to in the foregoing OCG Requisition, and which were listed in 'Question 1', refer to the following NHT Projects:

- a. Morris Meadows Housing Scheme 1, Portmore, St. Catherine;
- b. Morris Meadows Housing Scheme 2, Portmore, St. Catherine;
- c. Water Works Housing Scheme, Westmoreland;
- d. Frome Housing Development, Westmoreland; and
- e. New Yarmouth Housing Development, Clarendon.

In his response, which was dated 2011 July 22, to the above stated question, Mr. Johan O'Gilvie stated that "Although the above named person was listed on my application they were not employed. For all contracts received work was carried out by me and overseen by the NHT technical staff."¹¹⁸ (OCG Emphasis)

The OCG, in its Statutory Requisition which was dated 2011 July 1, also requested that Mr. Johan O'Gilvie respond to the following question:

*"Please provide a copy of the payroll which was prepared by you, in each instance, in satisfaction of construction works which were performed by the persons who were employed by you and/or anyone who assisted you in the execution of the referenced contracts."*¹¹⁹

In respect of the aforementioned question, Mr. Johan O'Gilvie, in his response which was dated 2011 July 22, informed the OCG that "*Payroll listings were not kept*"¹²⁰.

¹¹⁸ Response which was received from Mr. Johan O'Gilvie which was dated 2011 July 22.

¹¹⁹ OCG Requisition which was dated 2011 July. Question # 4.

¹²⁰ Response which was received from Mr. Johan O'Gilvie which was dated 2011 July 22.



The OCG, by way of its Requisition which was dated 2010 June 4, requested that Ms. Amoy Guthrie respond to the following question:

*“Please provide an Executive Summary with the full particulars and documentary evidence, inclusive of professional and academic certifications, of all members of staff of...[your business/company] who were on staff and in the employment of the company since its incorporation/registration as a business/company/ entity, to present. The Executive Summary must include the following information in addition to “**Schedule 1**” which is appended herewith:*

- i. The total staff complement of the company, as at December 31, for each calendar year since its incorporation/registration as a business, up to , and including May 31, 2010;*
- ii. The name(s) and title(s) of each employee of the company/business;*
- iii. The date on which each named person was employed;*
- iv. The job title(s), post(s) which were held and the particulars of the job function(s)/ duties which are/were undertaken by the named employees;*
- v. The NHT project(s) to which each named employee was/is assigned and the date(s) of such assignments;*
- vi. The duly completed Spreadsheet which is entitled “Schedule 1- Staff Employment History- NHT Investigation”.¹²¹*

Ms. Amoy Guthrie, in her response which was dated 2010 July 22, stated that the following persons comprised the staff complement of her business:

1. Donovan Lawrence;
2. Donovan Thompson;

¹²¹ OCG Requisition which was dated 201 June 4, Question #11.



3. Neville Cookhorne; and
4. Richard Beckford.

Ms. Amoy Guthrie further added that the foregoing “*Individuals were listed however were never employed*”¹²².

In respect of the above stated response by Ms. Guthrie, the OCG, by way of its Statutory Requisition, which was dated 2011 July 1, requested that Ms. Guthrie respond to the following questions:

“Please indicate whether the following persons are or have ever been employed by you:

- a. Mr. Richard Beckford;*
- b. Mr. Neville Cookhorne*
- c. Mr. Donovan Lawrence*
- d. Mr. Donovan Hill; and*
- e. Mr. Donovan Thompson.*

If yes, please provide (a) the date(s) of employment (b) the capacity of employment and (c) the duration of employment for each of the named persons.”¹²³

Ms. Amoy Guthrie, in her sworn response of 2011 August 17, to the foregoing OCG Statutory Requisition, informed the OCG that “*The individuals listed ... were never employed by me.*”¹²⁴

In light of Ms. Amoy Guthrie’s above stated response to the OCG’s Statutory Requisition, the OCG, in its Requisition which was dated 2011 July 1, posed the following questions:

¹²² Response which was received from Ms. Amoy Guthrie, that was dated 2011 July 22.

¹²³ OCG Requisition which was dated 2011 July 1, that was sent to Ms. Amoy Guthrie.

¹²⁴ Response which was received from Ms. Amoy Guthrie dated 2011 August 17. Response #3.



*“In response to the OCG’s Statutory Requisition to you, which was dated June 4, 2010, you indicated by way of enclosure entitled “Schedule 1 – Staff/ Employee History – NHT Investigation” that the listed staff members/employees were never employed. Please indicate whether the works which are listed in Question # 1 above were carried out solely by you or, if otherwise, please indicate (a) the names, (b) contact information, inclusive of telephone numbers and addresses, and (c) professional and educational credentials of **all** the individuals who were employed by you or who assisted you, in each instance, in execution of the stated works.*

Please provide documentary evidence, to substantiate your assertions/responses.

Please provide a copy of the payroll which was prepared by you, in each instance, in satisfaction of construction works which were performed by the persons who were employed by you and/or anyone who assisted you in the execution of the referenced contracts.”¹²⁵

Ms. Amoy Guthrie, in her sworn response which was dated 2011 August 17, informed the OCG that **“All works done on NHT projects were carried out by me under the supervision of NHT technical staff.”**¹²⁶ and that *“All workers were paid in cash and no formal records were maintained”*.(OCG Emphasis)

The OCG, in its Statutory Requisition which was dated 2010 June 4, requested that Mr. Marlon Plummer provide a response to the following question:

“Please provide an Executive Summary with the full particulars and documentary evidence, inclusive of professional and academic certifications, of all members of staff of...[your business/company] who were on staff and in the employment of the company since its

¹²⁵ OCG Requisition which was dated 2011 July 1. Questions # 5 and #6.

¹²⁶ Response which was received from Ms. Amoy Guthrie that was dated 2011 August 17.



incorporation/registration as a business/company/ entity, to present. The Executive Summary must include the following information in addition to “Schedule 1” which is appended herewith:

- a. The total staff complement of the company, as at December 31, for each calendar year since its incorporation/registration as a business, up to , and including May 31, 2010;*
- b. The name(s) and title(s) of each employee of the company/business;*
- c. The date on which each named person was employed;*
- d. The job title(s), post(s) which were held and the particulars of the job function(s)/ duties which are/were undertaken by the named employees;*
- e. The NHT project(s) to which each named employee was/is assigned and the date(s) of such assignments;*
- f. The duly completed Spreadsheet which is entitled “Schedule 1- Staff Employment History- NHT Investigation”.*¹²⁷

Mr. Marlon Plummer, in his response which was dated 2010 July 22, and through the requisite ‘Schedule 1’ informed the OCG that the following persons were in the employ of his business:

- 1. Richard Schloss*
- 2. Richard Jackson*
- 3. Roy Powell* ”¹²⁸

Mr. Plummer added further in the above referenced response that listed individuals “were not employed as contracts received didn’t require such.”¹²⁹

¹²⁷ OCG Requisition which was dated 2010 June 4 that was sent to Mr. Marlon Plummer.

¹²⁸ Response which was received from Mr. Marlon Plummer that was dated 2010 July 22.

¹²⁹ Response which was received from Mr. Marlon Plummer that was dated 2010 July 22.



By way of its Requisition, which was dated 2011 July 1, the OCG posed, *inter alia*, the following question:

*“Please indicate whether the following persons are or **have ever been** employed by you:*

- a. Mr. Richard Schloss;*
- b. Mr. Richard Jackson;*
- c. Mr. Roy Powell;*
- d. Mr. Dean Bradshaw;*
- e. Mr. Earl Saunders;*
- f. Mr. Vince Robert Plummer;*
- g. Mr. Gavin Plummer;*
- h. Mr. Orlando Williams;*
- i. Mr. Evan Brown; and*
- j. Mr. Cleveland Brown.*

If yes, please provide (a) the date(s) of employment (b) the capacity of employment, and (c) the duration of employment of each of the named persons.”¹³⁰ (OCG Emphasis)

In the foregoing regard, Mr. Marlon Plummer again informed the OCG in his response which was dated 2011 July 26, that **“The following persons were listed on previous application however not employed:**

- (a) Richard Schloss**
- (b) Richard Jackson**
- (c) Roy Powell**
- (d) Orlando Williams**

¹³⁰ OCG Requisition which was sent to Mr. Marlon Plummer that was dated 2011 July 1. Question # 4.



(e) **Evan Brown**

(f) **Cleveland Brown**

Individuals above were listed however not employed due to the fact that the NHT contracts did not require the respective technical persons due to close supervision which was mandated through the NHT technical team.

The following persons were listed on the NCC application which was rejected in 2009, hence never employed:

- *Dean Bradshaw*
- *Earl Saunders*
- *Vince Robert Plummer*
- *Gavin Plummer*¹³¹ *(OCG Emphasis)*

It is instructive to note that in the OCG's Requisition of 2011 July 1, the following questions were also posed by the OCG to Mr. Marlon Plummer:

*"In response to the OCG's Statutory Requisition to you, which was dated June 4, 2010, you indicated by way of enclosure entitled "Schedule 1 – Staff/ Employee History – NHT Investigation" that the listed staff members/employees were not employed and were not required for the contract which was received. Please indicate whether the works/ projects which are listed in Question # 1 above were carried out solely by you or, if otherwise, please indicate (a) the names, (b) contact information and (c) professional and educational credentials of **all** the individuals who were employed by you or who assisted you, in each instance, in execution of the referenced works.*

¹³¹ Response which was received from Mr. Marlon Plummer that was dated 2011 July 26, Response #4.



Please provide documentary evidence to substantiate your assertions/responses.

Please provide a copy of the payroll which was prepared by you, in each instance, in satisfaction of construction works which were performed by the persons who were employed by you and/or anyone who assisted you in the execution of the referenced contracts.”¹³²

In respect of the foregoing questions, Mr. Marlon Plummer, in his response of 2011 July 26, responded to the OCG in the following regard:

“The NHT contracts were solely carried out by Intouch Construction with the supervision of the NHT technical team and expertise on site.”

“Payroll information were unofficially stored and cash payments made for work done...”¹³³(OCG Emphasis)

It is instructive to note that Mr. Marlon Plummer, under cover of the above referenced response, submitted to the OCG a hand-written and, for the most part, an illegible copy of what appears to be a copy of a payroll which he purports was prepared by his company as it regards the payment of its staff complement.

¹³² OCG Requisition which was sent to Mr. Marlon Plummer that was dated 2011 July 1, Questions # 5 and # 6.

¹³³ Response which was received from Mr. Marlon Plummer that was dated 2011 July 26.



REVIEW OF NCC CONTRACTOR APPLICATION FORMS

Based upon the circumstances attending the matter, the OCG undertook a review of the Application Forms which were submitted by the five (5) named suspected ‘sham contractors’ to the NCC.

The OCG found the following information to be of material import:

NCC Applications which were submitted by ‘Johan O’Gilvie and Associates’

1. The OCG found, by way of the first ‘National Contracts Commission Register of Public Sector Contractors Grades 1-4 Application Form’ which was dated “*This 29th Day of SEPTEMBER*”, and which was submitted by Mr. Johan O’Gilvie, that the following categories and grades were applied for:
 1. Building Construction;
 2. Road Maintenance Works;
 3. Building Maintenance; and
 4. Civil Engineering.

The referenced Form, which was submitted by Mr. Johan O’Gilvie, indicated that the legal structure of his business was a Sole Proprietorship and that Mr. O’Gilvie was the sole owner/principal of the business.

While it was indicated by Mr. Johan O’Gilvie on the said Application Form that the business’ date of Registration was 2005 September 26, Mr. O’Gilvie failed to state the number of years that the business had been operating as a contracting entity.



Mr. Johan O’Gilvie indicated on the referenced Form that the following equipment were available to his business:

1. *“Wall Cutter*
2. *Jack Hammer*
3. *Mixer*
4. *Back- Hoe*
5. *Front End Loader*
6. *Generator/ Welding Plant”*

Mr. Johan O’Gilvie indicated on the referenced form that the foregoing equipment were rented/leased and, that, with the exception of the Generator and Welding Plant which were in good condition, the remaining were in fair condition.

Mr. Johan O’Gilvie failed to provide any details which spoke to the financial capacity of the business, ‘Johan O’Gilvie and Associates’, inclusive of (a) the Total Annual Volume of Construction work performed in the past five (5) years, (b) Audited Financial Statements for the past three (3) years, and (c) references from noted Financial Institutions.

It is instructive to note that the financial component of the Application was weighted as 30% of the evaluation.

Mr. Johan O’Gilvie also failed to disclose, on the said Application Form, any details pertaining to projects which had been completed by his company.



As it regards the staff complement of the business, 'Johan O'Gilvie and Associates', Mr. Johan O'Gilvie detailed, *inter alia*, the following information on his first Application Form to the NCC:

Name of Employee	No. of years with Johan O'Gilvie & Associates	Academic Qualifications
<i>Rodney Chin</i>	<i>5</i>	<i>BSc. Civil Engineering</i>
<i>Errol Rose</i>	<i>5</i>	<i>BSc. Chemical Engineering</i>
<i>Michael Clarke</i>	<i>5</i>	<i>Diploma-Structural Engineer</i>
<i>Alerijah Perry</i>	<i>5</i>	<i>General Foreman</i>
<i>Barrington Herbert</i>	<i>5</i>	<i>Diploma-Quantity Surveying</i>
<i>Milton Gilpen</i>	<i>5</i>	<i>Experience in Carpentry</i>

It is instructive to note that in addition to the subject Application Form, Mr. Johan O'Gilvie submitted to the NCC, *inter alia*, a copy of the following documents:

1. Academic credentials signifying a Diploma which was awarded to Mr. Michael Clarke in Structural Engineering, which was received from the College of Arts, Science and Technology;



2. Diploma which was awarded to Mr. Barrington George Herbert in Quantity Surveying, which was received from the College of Arts, Science and Technology;
3. A professional and academic Resume for Mr. Barrington George Herbert;
4. A Professional and Academic Resume for Mr. Errol Lloyd Rose;
5. Bachelor of Science (Chemical Engineering) Degree which was awarded to Mr. Errol Lloyd Rose by the University of the West Indies;
6. Master of Business Administration Degree which was awarded to Mr. Errol Lloyd Rose by the Nova Southeastern University;
7. Professional and Academic Resume for Mr. Rodney Chin; and
8. Bachelor of Science (Civil Engineering) Degree which was awarded to Mr. Rodney Chin by the Florida International University.

The OCG has also found that a Contractor Verification Form was prepared by a then OCG Inspector on 2005 October 25, which failed to verify any equipment which was owned by the business, 'Johan O'Gilvie and Associates', but verified that the said business had a staff complement of fourteen (14) persons.

The referenced Contractor Verification Form described the staff complement for the business, 'Johan O'Gilvie and Associates' as administrative, technical and supervisory and verified that the Contractor, Mr. Johan O'Gilvie, operated a functional office which was equipped with a private office, bathroom and waiting/reception spaces.

It was also disclosed on the said Verification Form that “**Mr. O'Gilvie has expressed that his technical staff has been working together over 5 years**”. (OCG Emphasis)

It is instructive to note that subsequent to the conduct of an OCG internal Investigation, the OCG found no evidence to suggest that an actual physical verification of the business 'Johan O'Gilvie and Associates' had been conducted by the assigned OCG Officer.



Notwithstanding the foregoing, the OCG found, by way of a letter which was dated 2005 November 9 and which was sent to Mr. Johan O’Gilvie, that the business, ‘Johan O’Gilvie and Associates’ was registered by the NCC to be included on the Register of Public Sector Contractors in the categories of Building Construction- Grade 4, Civil Engineering- Grade 4, and Building Maintenance- Grade 4 and Road Maintenance- Grade 4, up to and including 2006 November 6.

2. It is instructive to note that an application for re-registration which was also dated “*This 29th Day of SEPTEMBER*” and which was submitted to the NCC by Mr. Johan O’Gilvie reflecting, *inter alia*, similar details as it regards proprietorship of the business, its staff complement, the category and grades being applied for and the equipment which was leased/ rented by the business. Further, it is instructive to note that the information relating to the business’ financial capacity, in terms of its financial capabilities was not provided.

The OCG, however, noted that Mr. Johan O’Gilvie listed the following project which he stated as having been completed by his business within the last ten years of the date of the application, in the categories being applied for:

Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
Morris Meadows	St. Catherine-Portmore	\$2.2 million	October 2006	April 2007	Construction of two (2) bedroom houses	NHT	Not stated



It is instructive to note that the OCG has seen no evidence that a verification exercise was conducted by the respective NCC/OCG officer to attest to the veracity of the information which was provided by Mr. Johan O’Gilvie on the referenced Contractor ‘Re-registration’ Form.

The OCG found, by way of a NCC Certificate of Registration which was dated 2007 June 21, that the business, ‘Johan O’Gilvie and Associates’, was re-registered by the NCC to be included on the Register of Public Sector Contractors, in the categories of Building Construction- Grade 4, Civil Engineering Works- Grade 4, Road Maintenance Works- Grade 4 and Building Maintenance- Grade 4, up to and including 2008 June 20.

3. Mr. Johan O’Gilvie, in a third application, which was dated 2008 June 27, for re-registration with the NCC, submitted similar details as was presented in his first and second applications as it regards the proprietorship of the business, ‘Johan O’Gilvie and Associates’, and the categories and grades which were being applied for.

It is instructive to note that Mr. Johan O’Gilvie again failed to provide information to attest to the financial viability of the business, ‘Johan O’Gilvie & Associates’ nor did he provide references from any Financial Institutions.

Mr. Johan O’Gilvie, listed on the referenced 2008 Application Form, the following equipment which he indicated were available to his business:

1. *“Wall Cutter*
2. *Jack Hammer*
3. *Mixer*
4. *Front End Loader*
5. *Generator/ Welding Plant*



6. *Pick-up Van*”

It is instructive to note that the following details as it regards the business’ staff complement, *inter alia*, were provided on the referenced Application Form:

Name of Employee	No. of years with Johan O’Gilvie & Associates	Academic Qualifications
<i>Rodney Chin</i>	6	<i>BSc. Civil Engineering, Florida University</i>
<i>Michael Clarke</i>	6	<i>Diploma- Structural Engineering, C.A.S.T</i>
<i>Alerijah Perry</i>	6	<i>Foreman, Secondary School</i>
<i>Barrington Herbert</i>	6	<i>Diploma- Quantity Surveying, C.A.S.T</i>
<i>Milton Gilpen</i>	3	<i>Experience in Carpentry, Secondary School</i>



Mr. Johan O’Gilvie also listed the following projects which he stated as having been completed by his business within the last ten years of the date of the application, in the categories being applied for:

Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
Morris Meadows	St. Catherine-Portmore	\$2.2 million	October 2006	April 2007	Construction of two (2) bedroom houses	NHT	-
New Yarmouth Housing Development	St. Catherine	\$3.5 million	December 2007	April 2008	Building Construction of three (3) studio units	NHT	-

It is instructive to note that the OCG has seen no evidence that a verification exercise was conducted by the then OCG Officer to attest to the veracity of the information which was provided by Mr. Johan O’Gilvie on the referenced Contractor Re-registration Form.

The OCG found, by way of a NCC Certificate of Registration which was dated 2008 August 22, that the business, ‘Johan O’Gilvie and Associates’ was re-registered by the NCC to be included on the Register of Public Sector Contractors in the categories of Building Construction- Grade 4, Civil Engineering Works- Grade 4, Road Maintenance Works- Grade 4, Painting and Decorative Finishes - Grade 4, Roofing - Grade 4, Fencing- Grade 4 and Building Maintenance- Grade 4, up to and including 2009 August 21.



4. By way of an Application Form, which was dated 2009 July 14, for re-registration with the NCC, which was submitted by 'Mr. Johan O'Gilvie', the OCG found that similar information to that which was provided in earlier applications were again submitted by Mr. O'Gilvie for the business, Johan O'Gilvie and Associates, as it regards the proprietorship of the said business and the categories and grades which were being applied for.

Mr. Johan O'Gilvie stated on the referenced Application Form that the following equipment were leased/ rented by his business:

1. *“Wall Cutter*
2. *Mixer*
3. *Front end Loader*
4. *Jack Hammer*
5. *Back hoe*
6. *Generator/ welding plant”*

Mr. Johan O'Gilvie indicated, by way of the referenced Application Form, that as at the year 2008 the total Annual Volume for his business was in the amount of \$5,466,975.00. It is instructive to note that Mr. Johan O'Gilvie also submitted to the NCC a 'Profit and Loss Account' Statement for the year ended “*31 December 2008*” and a Balance Sheet as at “*31 March 2008*”.

It is, however, instructive to note that the OCG has seen no evidence to suggest that the referenced Statements which were provided by Mr. Johan O'Gilvie were Audited Financial Statements and, as such, the OCG is unable to attest to the accuracy and veracity of the information which was presented.



Further, the OCG has seen no evidence to suggest that the referenced Application Form was evaluated or approved by the NCC.



NCC Application Forms which were submitted by ‘Maurice McIntyre’

1. By way of a ‘National Contracts Commission Register of Public Sector Grades 1-4 Contractors Application Form’ which was submitted by Mr. Maurice McIntyre on 2006 May 25, the following categories and grades were applied for:
 1. Building Construction- Grade 4;
 2. Building Maintenance- Grade 4;
 3. Civil Engineering- Grade 4;
 4. Pipe Laying;
 5. Road Maintenance; and
 6. General Road Works- Grade 4.

The referenced Form, which was submitted by Mr. Maurice McIntyre, indicated that the legal structure of his business was a Sole Proprietorship and that Mr. McIntyre was the sole owner/principal of the business.

It is instructive to note that the OCG has not been able to locate significant portions of the above stated Application Form, and as such content relating to the staff complement, financial capabilities, and recent /current projects in which the business was engaged was missing from the file. Notwithstanding, the OCG has found that a Contractor Verification Form was prepared by an OCG Inspector on 2007 June 19, which failed to verify any equipment which was owned by the business, ‘Maurice McIntyre’, but verified that the said business had a staff complement of six (6) persons.

The referenced Contractor Verification Form described the staff complement for the business, ‘Maurice McIntyre’, as administrative, technical and supervisory and verified



that the Contractor, Mr. Maurice McIntyre, operated a functional office which was equipped with a private office and a bathroom.

It is instructive to note that subsequent to the conduct of an OCG internal Investigation, the OCG found no evidence to suggest that an actual physical verification of the business, Maurice McIntyre, had been conducted by the then OCG Officer.

Notwithstanding the foregoing, the OCG found, by way of a NCC Certificate of Registration which was dated 2007 June 21, that the business, 'Maurice McIntyre' was registered by the NCC to be included on the Register of Public Sector Contractors in the categories of Building Construction- Grade 4, Civil Engineering- Grade 4, Building Maintenance- Grade 4 and Road Maintenance- Grade 4, up to and including 2008 June 20.

2. The OCG's perusal of the NCC files have revealed that Mr. Maurice McIntyre, in a second application to the NCC for re-registration, which was dated 2009 July 14, indicated that he was the principal for the business, 'Maurice McIntyre'.

It is instructive to note that, in this particular instance, the following categories were applied for:

1. Building Construction- Grade 4;
2. Civil Engineering- Grade 4; and
3. Road Maintenance Works- Grade 4.

As it regards equipment which was owned and/or available to the business, Mr. McIntyre stated that "**Equipment are rented when job is available**"



It is instructive to note that the following details as it regards the staff complement of the business, 'Maurice McIntyre', were provided, *inter alia*, on the referenced Application Form:

Name of Employee	No. of years with Maurice McIntyre	Academic Qualifications
<i>Richard Beckford</i>	<i>1</i>	<i>BSc. Construction Engineering & Management, UTECH</i>
<i>Neville Cookhorne</i>	<i>1</i>	<i>Bachelor of Arts, Architectural Studies, CAST</i>
<i>Maurice McIntyre</i>	<i>3</i>	<i>Experience in the Construction Industry, Secondary School</i>
<i>Gavin Plummer</i>	<i>1</i>	<i>Level 1 & 2 in General Construction, HEART</i>



It is instructive to note that a perusal of the NCC's file revealed that along with the subject Application Form, Mr. Maurice McIntyre submitted to the NCC, *inter alia*, a copy of the following documents:

1. Certificate signifying that Mr. Gavin Plummer was competent in General Construction Level 2, accredited by the National Vocational Qualification of Jamaica (NVQ-J) ;
2. Professional and Academic Resume for Mr. Gavin Plummer;
3. Professional and Academic Resume for Mr. Maurice McIntyre;
4. Bachelor of Arts (Architectural Studies) Degree which was awarded to Mr. Neville Cookhorne;
5. Professional and Academic Resume for Mr. Neville Cookhorne;
6. Bachelor of Science (Construction Engineering & Management) which was awarded to Mr. Richard Beckford by the University of Technology; and
7. A Professional and Academic Resume for Mr. Richard Beckford.

Mr. Maurice McIntyre also listed the following projects which he stated to have been completed by his business within the last ten years of the date of the application, in the categories being applied for:

Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
Frome Housing Development	Westmoreland	\$3.5 million	2008	2009	Construction of (3) two bedroom units	NHT	Michael Taylor
Morris Meadows Phase 1	St. Catherine	\$3.5 million	2007	2008	Construction of (3) two bedroom units	NHT	Michael Taylor
Morris Meadows Phase 2	St. Catherine	\$3.7 million	2008	2009	Construction of (3) two bedroom units	NHT	Michael Taylor



As it regards the financial capacity of the business, 'Maurice McIntyre', a Balance Sheet as at 2008 December 31, and a Profit and Loss Account Statement, for the year ended 2008 December 31, was submitted to the NCC, however, a review of same indicated no evidence of the statements being audited by an accredited Auditing firm/agency.

It is instructive to note that the OCG has seen no evidence that the referenced Application Form was evaluated or approved by the NCC.

NCC Applications which were submitted by 'Amoy Guthrie'

1. The OCG found, by way of a 'National Contracts Commission Register of Public Sector Grades 1-4 Contractors Application Form', which was submitted by Ms. Amoy Guthrie, and which was dated 2005 October 3, that the following categories and grades were applied for:
 1. Building Construction;
 2. Building Maintenance; and
 3. Road Maintenance Works.

The referenced Form which was submitted by Ms. Amoy Guthrie indicated that the legal structure of her business was a Sole Proprietorship and that she was the sole owner/principal of the business.

While it was indicated by Ms. Amoy Guthrie on the said Application Form that the business' date of Registration was 2005 October 10, Ms. Guthrie failed to state the number of years that the business had been operating as a contractor under its current name 'Amoy Guthrie'. Interestingly, Ms. Guthrie, however, indicated on the said application that the stated business had been operating as a contractor for a period of



eight (8) years under another business name, which was also disclosed to be “*Amoy Guthrie*”.

The OCG found that Ms. Amoy Guthrie failed to also disclose the requested list of equipment which was either owned or available to her business and also failed to provide any details as it regards the financial capacity of the business, ‘Amoy Guthrie’, to the NCC. The OCG has also seen no evidence to suggest that information relating to previous projects which were completed by ‘Amoy Guthrie’ were submitted to the NCC which would attest to the capacity and experience of the business.

It is instructive to note that the financial and previous/current projects components of the Application, together, amounted to 60% of the total evaluation score.

As it regards the staff complement of the business, ‘Amoy Guthrie’, Ms. Amoy Guthrie detailed, *inter alia*, the following information on the said Application Form to the NCC:

Name of Employee	No. of years with Amoy Guthrie	Academic Qualifications
<i>Donovan Lawrence</i>	-	<i>BSc. Civil Engineering, UWI</i>
<i>Donovan Hill</i>	-	<i>Construction Engineering, CAST</i>
<i>Amoy Guthrie</i>	-	<i>Secondary 8 yrs experience as contractor(BLDG)</i>
<i>Donovan Thompson</i>	-	<i>Diploma, Structural Eng., CAST</i>



It is instructive to note that a perusal of the NCC's file revealed that along with the subject Application Form, Ms. Amoy Guthrie submitted to the NCC, *inter alia*, a copy of the following documents:

1. Diploma (Structural Engineering) which was awarded to a Mr. Donovan Timothy Thompson by CAST;
2. Professional and Academic Resume for Ms. Amoy Guthrie;
3. Certificate (Construction Engineering Technicians Course) which was awarded to a Mr. Donovan Anthony Hill by CAST;
4. Professional and Academic Resume for a Mr. Donovan Anthony Lawrence; and
5. Bachelor of Science (Civil Engineering) Degree which was awarded to Mr. Donovan Anthony Lawrence by the University of the West Indies.

The OCG has also found that a Contractor Verification Form was prepared by a then OCG Inspector on 2006 January 31, which failed to verify any equipment which was owned by the business, 'Amoy Guthrie', however, verified that the said business had a staff complement of four (4) persons.

The referenced Contractor Verification Form described the staff complement for the business, 'Amoy Guthrie', as administrative, technical and supervisory and stated that the Contractor, Ms. Amoy Guthrie, operated a functional office which was equipped with a private office.

It is instructive to note that the OCG has seen no evidence to suggest that an actual physical verification exercise was conducted by the assigned OCG Officer, which could attest to the accuracy of the information which was detailed pertaining to the business 'Amoy Guthrie'.



Notwithstanding the foregoing, the OCG found, by way of a NCC Certificate of Registration, that the business, ‘Amoy Guthrie’, was registered by the NCC to be included on the Register of Public Sector Contractors in the categories of Building Construction- Grade 4, Building Maintenance- Grade 4, and Road Maintenance Works- Grade 4, up to and including 2007 February 23.

2. It is instructive to note that upon a review of the NCC’s Contractor Registration File, the OCG evidenced a second Application Form which was submitted in 2007 by Ms. Amoy Guthrie, that represented the same information as was submitted on a previous NCC Application Form that was dated 2005 October 3.

The OCG has found that the referenced Application Form maintained similar details as the application form of 2005 October 3, as it regards the proprietorship of the business, Amoy Guthrie, the NCC categories and grades which were being applied for, the Staff complement of the business, as well as, the Affidavit which was completed and endorsed by the Justice of the Peace (JP) on 2005 October 3.

The aforementioned Application Form, however, included the following details relating to projects which Ms. Guthrie stated as having been completed by her business within the last ten years of the date of the application, in the categories being applied for:

Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
Building Repairs	Bridgeview, Portmore	\$117,000.00	2001	2001	General Building Repairs	Estella Gordon	Estella Gordon
Building Repairs	Papine, St. Andrew	\$340, 000.00	August 2004	September 2004	General Building Repairs	Dorrett Jones	Dorrett Jones



Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
Building Repairs	Twickenham Park	\$ 247,500.00	June 2003	June 2003	General Building Repairs	Jean Bullock	Jean Bullock
Building Construction	Bull Bay, St. Thomas	\$3.7 million	March 1999	November 1999	Construction of three bedroom dwelling ...	Errew Edwards	Errew Edwards
Building Construction	Bull Bay	\$2,379,000	April 2004	October 2004	Construction of dwelling complete	Hartley Lawrence	Hartley Lawrence

Having regard to the foregoing table, it is instructive to note that Ms. Amoy Guthrie attested to the fact that the company ‘Amoy Guthrie’ was the main contractor for the completion of all works which were listed. The OCG has also found that Ms. Guthrie, on the said Application Form named Mr. Lucien Lawrence, who is also one of the suspected ‘sham contractors’, as the “*Architect/Engineer/Project Manager*” for the following projects which were stated as having been completed by her business:

1. The construction of a three (3) bedroom dwelling at a cost of \$3.7 million; and
2. The construction of a dwelling at a cost of \$2,379,000.00.

Notwithstanding the foregoing, the OCG has found that Ms. Amoy Guthrie was issued a NCC Certificate of Registration, in the category of Building Maintenance, Grade 4, which was dated 2007 June 21, and which expired on 2008 June 20.

3. A review of the NCC’s File also revealed an application for re-registration which was dated 2008 June 27, and which was submitted to the NCC by Ms. Amoy Guthrie.



The above stated Application Form retained the legal structure of the business, ‘Amoy Guthrie’, as a “*sole proprietorship*” and also named Ms. Amoy Guthrie as the sole principal/director/manager/proprietor.

The OCG, however, found that the following categories and grades were applied for:

1. Building Construction- Grade 4;
2. Building Maintenance- Grade 4;
3. Interior Construction Works- Grade 4;
4. Painting & Decorative Finishes- Grade 4;
5. Road Maintenance Works – Grade 4; and
6. Roofing- Grade 4.

Ms. Amoy Guthrie also listed the following equipment which she stated as having been owned by the business, ‘Amoy Guthrie’:

1. Scaffolding;
2. Jack Hammer; and
3. Generator.

The OCG’s perusal of the Application Form revealed that no information was supplied by Ms. Guthrie as it pertains to the financial capacity of the business, ‘Amoy Guthrie’, nor were there any references from a financial institution.

The OCG has found that Ms. Amoy Guthrie listed the following projects which she stated as having been completed by her business within the last ten years of the date of the application in the categories being applied for:



Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
Morris Meadows Housing Scheme	St. Catherine	3.5 million	July 2007	April 2008	Building Construction of two (2) Bedroom Houses	NHT	Not stated
Frome Housing Development	Westmoreland	\$3.5 million	June 2008	Ongoing	Building Construction of 3 studio Units	NHT	Not stated
Waterworks Housing Development	Westmoreland	\$3.7 million	June 2007	May 2008	Building Construction of 3 two bedroom houses	NHT	Not stated

It is instructive to note that the OCG has seen no evidence that a verification exercise was conducted by the then OCG Officer to attest to the veracity of the information which was provided by Ms. Amoy Guthrie on the referenced Contractor Re-registration Form.

The OCG, however, found, by way of a NCC Certificate of Registration which was dated 2008 August 22, that the business, ‘Amoy Guthrie’, was re-registered by the NCC to be included on the Register of Public Sector Contractors in the categories of Building Construction- Grade 4, Road Maintenance Works - Grade 4, Painting and Decorative Finishes - Grade 4, Roofing - Grade 4 and Building Maintenance - Grade 4, up to and including 2009 August 21.



4. Ms. Amoy Guthrie, in a fourth Application which was dated 2009 July 14, for re-registration with the NCC, submitted similar details as was presented in her first and second applications as it regards the proprietorship of the business, ‘Amoy Guthrie’, and the categories and grades which were being applied for.

As it relates to the equipment which was owned by the business, ‘Amoy Guthrie’, the OCG has found that Ms. Guthrie indicated on the said Application Form to the NCC that “*Equipment are rented when job become available*”.

A perusal of the NCC’s file also revealed that Ms. Guthrie produced two (2) statements which were titled “...*PROFIT AND LOSS ACCOUNT YEAR ENDED 31 DECEMBER 2008*” and “... *BALANCE SHEET 31 MARCH 2008*”. It is instructive to note that the OCG has seen no evidence to indicate that either of the statements were audited by an accredited institution and/or firm.

The OCG also found that the following details, as it regards the business’ staff complement, were provided on the referenced Application Form:

Name of Employee	No. of years with Amoy Guthrie	Academic Qualifications
<i>Richard Beckford</i>	<i>1</i>	<i>BSc. Construction Engineering & Management, UTECH</i>
<i>Neville Cookhorne</i>	<i>1</i>	<i>BA. Architectural Studies, CAST</i>
<i>Amoy Guthrie</i>	<i>4</i>	<i>Experience in Building Construction, on the job training</i>



Name of Employee	No. of years with Amoy Guthrie	Academic Qualifications
<i>Marlon Plummer</i>	<i>4</i>	<i>Experience in Building Construction, on the job training</i>

Having regard to the foregoing table, it is instructive to highlight that Mr. Marlon Plummer, who was listed above by Ms. Guthrie as a member of her staff complement, is also one of the suspected ‘sham contractors’, which is the subject of the OCG’s current investigation.

The OCG’s review of the NCC’s file revealed that along with the subject Application Form, Ms. Amoy Guthrie submitted to the NCC, *inter alia*, a copy of the following documents:

1. A Bachelor of Arts (Architectural Studies) Degree which was awarded to Neville Bernard Cookhorne by CAST;
2. A Bachelor of Science (Construction Engineering & Management) Degree which was awarded to Mr. Richard A. Beckford, by the UTECH;
3. A Professional and Academic Resume for Ms. Amoy Guthrie; and
4. A Professional and Academic Resume for Mr. Marlon Plummer.

Detailed below is a list of the projects which Ms. Guthrie indicated on the referenced Form as having been completed by her business within the last 10 years of the date of the Application, in the categories applied for, as follows:



Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
Morris Meadows Housing Development (Phase I)	St. Catherine	\$3.5 million	March 2007	April 2007	Construction of 3 two bedroom units	NHT	Michael Taylor
Morris Meadows Housing Development (Phase 2)	St. Catherine	\$3.7 million	May 2008	April 2009	Construction of two (2) bedroom units	NHT	Michael Taylor
WaterWorks Housing Development	Westmoreland	\$3.5 million	April 2007	March 2008	Construction of (2) two bedroom units	NHT	Michael Taylor
Frome Housing Development	Westmoreland	\$3.6 million	June 2009	September 2009	Construction of (2) two bedroom units	NHT	Michael Taylor

It is instructive to note that the OCG has seen no evidence that a verification exercise was conducted by the OCG to attest to the veracity of the information which was provided by Ms. Amoy Guthrie on the referenced Contractor Re-registration Application Form.

It is, however, instructive to note that the OCG has seen no evidence to indicate that the referenced Application Form was evaluated or approved by the NCC.



NCC Application Form which was submitted by ‘Lucien Lawrence’

1. The OCG found, by way of a ‘National Contracts Commission Register of Public Sector Grades 1-4 Contractors Application Form’, which was submitted by Mr. Lucien Lawrence, and which was dated 2005 October 3, that the following categories and grades were applied for:

1. Building Construction- Grade 4;
2. Building Maintenance- Grade 4;
3. Road Maintenance Works Grade-4; and
4. Painting and Decorative Finishes Grade-4.

The referenced Form, which was submitted by Mr. Lucien Lawrence indicated that the legal structure of his business was a Sole Proprietorship and that he was the sole owner/principal of the business.

While it was indicated by Mr. Lucien Lawrence, on the said Application Form that the business’ date of Registration was 2005 October, Mr. Lawrence failed to state the number of years that the business had been operating as a contractor under its current name ‘Lucien Lawrence’. Mr. Lawrence, however, indicated on the said Application Form that the stated business had been operating as a contractor for a period of 15 years under another business name, which was also disclosed to be “Lucien Lawrence”.

The OCG found that Mr. Lucien Lawrence, in responding to the equipment which was owned or available to his business, disclosed that “scaffolding” was being “leased/rented” by his company.



As it regards the financial capacity of the business, ‘Lucien Lawrence’, Mr. Lawrence failed to provide the requested details pertaining to the financial capabilities and financial references who could attest to the business’ financial capacity. It is instructive to note that the financial component of the Application Form amounted to 30% of the total evaluation score.

As it regards the staff complement of the business, ‘Lucien Lawrence’, Mr. Lawrence detailed, *inter alia*, the following information on the said Application Form to the NCC:

Name of Employee	No. of years with Lucien Lawrence	Academic Qualifications
<i>Michael Palmer</i>	-	<i>BSc. Civil Engineering, UWI</i>
<i>Glendon Lewis</i>	-	<i>Diploma Mechanical Engineering, CAST</i>
<i>Radcliff Brissitt</i>	-	<i>Experienced Supervisor</i>
<i>Lucien Lawrence</i>	-	<i>Secondary, Experienced Builder & Contractor</i>

It is instructive to note that a perusal of the NCC’s file revealed that along with the subject Application Form, Mr. Lucien Lawrence submitted to the NCC, *inter alia*, a copy of the following documents:

1. A Diploma (Architectural Draughting) which was awarded to a Mr. Errol Brown, by The Vocational Training Development Institute;
2. Professional and Academic Resume for Mr. Lucien Lawrence;



3. Professional and Academic Resume for Mr. Radcliff Brissitt;
4. Professional and Academic Resume for Glendon Lewis;
5. Honours Diploma (Mechanical Engineering) which was awarded to Mr. Glendon Lewis by CAST; and
6. BSC (Civil Engineering) which was awarded to a Mr. Michael Palmer by the UWI.

The OCG's review of the NCC's Contractor Registration file also revealed that Mr. Lucien Lawrence listed the following projects which he stated as having been completed by his business within the last ten years of the date of the application, in the categories being applied for:

Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
Building Repairs	Yallas	\$250,000	November 2004	December 2004	Building Repairs – Roofing and structural repairs	Maxine Dunn	Maxine Dunn
Building Maintenance/ Repairs	Bull Bay	\$307,000	November 2004	November 2004	Repairs to roof & structure as a result of hurricane Ivan	Leston Barnes	Leston Barnes

It is instructive to note that in each of the reference projects tabled above, Mr. Lucien Lawrence indicated that he was the “Architect/Engineer/Project Manager”.



The OCG has also found that a Contractor Verification Form was prepared by a then OCG Inspector, on 2006 January 23, which failed to verify any equipment which was owned by the business 'Lucien Lawrence', but which, however, verified that the said business had a staff complement of two (2) persons.

The referenced Contractor Verification Form described the staff complement for the business, 'Lucien Lawrence', as both technical and supervisory and stated that the Contractor, Mr. Lucien Lawrence, operated a functional office which was composed of a private office.

It is instructive to note that the OCG has seen no evidence to indicate that an actual physical verification exercise had been conducted by the assigned OCG Officer, which could attest to the accuracy of the information which was detailed pertaining to the business, 'Lucien Lawrence'.

Notwithstanding the foregoing, the OCG found, by way of a NCC Certificate of Registration, that the business, 'Lucien Lawrence', was registered by the NCC to be included on the Register of Public Sector Contractors in the categories of Building Construction- Grade 4 and Building Maintenance- Grade 4, up to and including 2007 February 5.

2. It is instructive to note that upon a review of the NCC's Contractor Registration File, the OCG evidenced a second Application Form which was submitted in 2007 by Mr. Lucien Lawrence, that represented the same information as was submitted on a previous NCC Application Form that was dated 2005 October 3.

Having regard to the foregoing, the OCG has found that the referenced Application Form maintained similar details as the Application Form of 2005 October 3, as it regards (a) the



proprietorship of the business, 'Lucien Lawrence', (b) the NCC categories and grades which were being applied for, (c) the Staff complement of the business, (d) previous projects which were completed by the business, as well as (e) the Affidavit which was completed and signed by Mr. Lawrence and also endorsed by a Justice of the Peace (JP) on 2005 October 3.

Notwithstanding the foregoing, the OCG has found that the business, Lucien Lawrence, was provided with a NCC Certificate of Registration, which bore a registration date of 2007 June 21, and an expiration date of 2008 June 20.

3. The OCG's perusal of the NCC's records revealed that a third application was made to the NCC, which was dated 2008 June 27. It is instructive to note that the legal structure of the business was a Sole Proprietorship and that Mr. Lawrence was the sole owner/principal of the business. The OCG also found that the following categories/grades were applied for:

1. Building Construction- Grade 4;
2. Building Maintenance- Grade 4;
3. Civil Engineering- Grade 4;
4. Interior Construction Works- Grade 4;
5. Painting and finishes- Grade 4; and
6. Road Maintenance Works- Grade 4.

The OCG has also found that Mr. Lucien Lawrence also listed the following equipment as being owned by his company:

1. Scaffolding;
2. Pick-up; and



3. Generator.

The referenced Application Form also listed the following individuals as being in the employ of the business, 'Lucien Lawrence':

Name of Employee	No. of years with Maurice McIntyre	Academic Qualifications
<i>Michael Palmer</i>	<i>3</i>	<i>BSc. Civil Engineering, UWI</i>
<i>Tahlia Small</i>	<i>1</i>	<i>Diploma Structural Engineering, UTECH</i>
<i>Radcliff Brissitt</i>	<i>3</i>	<i>Experienced Supervisor</i>
<i>Lucien Lawrence</i>	<i>10</i>	<i>Experienced Builder & Contractor</i>

It is instructive to note that while documentation as it regards the professional and academic credentials for Mr. Michael Palmer, Mr. Radcliff Brissitt and Mr. Lucien Lawrence was presented to the NCC by Mr. Lucien Lawrence in earlier applications, the OCG has seen no evidence to indicate that a copy of the professional as well as academic credentials for Ms. Tahlia Small, as represented in the above table, was presented to the NCC, at any point, by Mr. Lucien Lawrence.



The OCG has found, however, based upon its review of the referenced Application Form that the following projects were listed by Mr. Lucien Lawrence as works which were completed by his business within the last ten years of the time of the application:

Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
Morris Meadows Housing Scheme Phase 2	St. Catherine	\$7million	June 2007	April 2008	Building Construction of two (2) bedroom units	NHT	Not stated
Frome Housing Development	Westmoreland	\$3.5 million	June 2008	Ongoing	Building Construction of three studio units	NHT	Not stated

The OCG has found, by way of a NCC Certificate of Registration which was dated 2008 August 22, that the business, 'Lucien Lawrence' was registered by the NCC to be included on the Register of Public Sector Contractors, in the categories of Building Construction- Grade 4, Building Maintenance- Grade 4, Road Maintenance Works- Grade 4 and Painting and Decorative Finishes- Grade 4, up to and including 2009 August 21.

4. The OCG has also evidenced a fourth Application that was submitted to the NCC by Mr. Lucien Lawrence, which was dated 2009 August 24, and which detailed similar information as the former applications which were submitted to the NCC, as it regards (a) the proprietorship of the business, 'Lucien Lawrence', (b) the staff which was employed



to the business, as well as (c) the NCC categories and grades which were being applied for.

The OCG has found that Mr. Lucien Lawrence listed the following equipment which he stated were being rented by his business:

1. Scaffolding;
2. Pickup truck;
3. Generator;
4. Backhoe;
5. Front-end Loader; and
6. Concrete Mixer.

It is instructive to note that Mr. Lucien Lawrence submitted to the NCC two (2) statements which were entitled “*LUCIEN LAWRENCE PROFIT AND LOSS ACCOUNT YEAR ENDED 31 DECEMBER 2008*” and “*LUCIEN LAWRENCE BALANCE SHEET 31 MARCH 2008*”. The OCG’s review has, however, found that neither of the statements were audited and, as such, could not stand up to scrutiny.

The OCG’s review of the referenced NCC Application Form also revealed the following projects which were stated by Mr. Lucien Lawrence to have been awarded to his business within the last ten years of the date of the application, in the categories being applied for:

Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
Morris Meadows Housing Development	St. Catherine	\$3.5million	2007	2008	Construction of (3) two bedroom units	NHT	Michael Taylor



Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
Phase 1							
Morris Meadows Housing Development Phase 2	St. Catherine	\$3.7 million	2008	2008	Construction of (3) two bedroom units	NHT	Michael Taylor
Frome Housing Development	Westmoreland	\$3.8 million	2009	2009	Construction of (3) two bedroom units	NHT	Michael Taylor

It is instructive to note that the OCG has found no evidence to indicate that the application which was dated 2009 August 24, was evaluated nor that Mr. Lucien Lawrence was re-registered with the NCC.

NCC Application Forms which were submitted by ‘Intouch Construction and Security Ltd.’

1. The OCG found, by way of a ‘National Contracts Commission Register of Public Sector Grades 1-4 Contractors Application Form’, which was submitted by Intouch Construction & Security Ltd., and which was dated 2004 February 2, that the principal/owner of the company was Mr. Marlon Plummer and that both Mr. Marlon Plummer and Mrs. Margaret Plummer were directors in the company.

As it regards the staff complement of the company, ‘Intouch Construction and Security Ltd.’, Mr. Marlon Plummer detailed, *inter alia*, the following information on the said Application Form to the NCC:



Name of Employee	No. of years with Intouch Construction & Security Ltd.	Academic Qualifications
<i>Richard Schloss</i>	<i>7 months</i>	<i>J.A.E Higher Polytechnic Institute, Havana, Cuba, Civil Engineering</i>
<i>Richard Jackson</i>	<i>5 months</i>	<i>Civil Engineering, UWI</i>
<i>Orlando Williams</i>	<i>6 months</i>	-

It is instructive to note that a perusal of the NCC's file revealed that along with the subject Application Form, Mr. Marlon Plummer submitted to the NCC, *inter alia*, a copy of the following documents:

1. Degree in Civil Engineering which was awarded to Mr. Richard Schloss by the Republic of Cuba, Ministry of Higher Education;
2. Professional and Academic Resume for Mr. Richard Jackson;
3. Professional and Academic Resume for Mr. Richard Schloss; and
4. BSC (Civil Engineering) which was awarded to a Mr. Richard Jackson by UWI.

The OCG's review of the NCC's Contractor Registration file also revealed that Mr. Marlon Plummer listed the following projects which he stated as having been completed



by his company within the last ten (10) years of the date of the application, in the categories which were being applied for:

Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
East Prospect Relocation	St. Thomas	\$1.7million	April 2003	September 2003	Construction of two studio units and one two bedroom	NHT	Michael Taylor

It is instructive to note that Mr. Marlon Plummer indicated that he worked as the main Contractor in the project which is listed in the table above.

In addition, Mr. Marlon Plummer indicated on the said Application Form that the following equipment was being rented by his business:

1. Frontend Loader;
2. Backhoe;
3. Water truck;
4. Roller;
5. Jack Hammer; and
6. Tipper truck (10 wheeler).

It is instructive to note that the OCG has seen no evidence that a Contractor Verification process was conducted by the OCG and/or the NCC which could attest to the veracity of



the information provided by Mr. Marlon Plummer on the aforementioned Application Form.

Notwithstanding the foregoing, the OCG found, by way of a NCC Certificate of Registration, that the company, 'Intouch Construction and Security Ltd.' was registered by the NCC to be included on the Register of Public Sector Contractors in the category of Building Construction- Grade 4, up to and including 2005 March 4.

2. The OCG has also found that a second Application was submitted to the NCC by Mr. Marlon Plummer through which the following categories were applied for:
 1. Building Construction; and
 2. Civil Engineering.

It is instructive to note, however, that the Affidavit under the Voluntary Declaration Act, which was submitted with the referenced Application Form, was neither signed by a Justice of the Peace nor by the applicant, Mr. Marlon Plummer.

As it regards the staff complement of the company, 'Intouch Construction and Security Ltd.', Mr. Marlon Plummer detailed, *inter alia*, the following information on the said Application Form to the NCC:



Name of Employee	No. of years with Intouch Construction & Security Ltd.	Academic Qualifications
<i>Richard Schloss</i>	<i>17 months</i>	<i>J.A.E Higher Polytechic Institute, Havana, Cuba, Civil Engineering</i>
<i>Richard Jackson</i>	<i>16 months</i>	<i>Civil Engineering, UWI</i>
<i>Cleveland Brown</i>	<i>16 months</i>	
<i>Roy Powell</i>	<i>2 years</i>	
<i>Orlando Williams</i>	<i>2 years</i>	
<i>Evan Brown</i>	<i>2 years</i>	

Mr. Marlon Plummer also listed the following projects which he stated to have been completed by his company within the last ten (10) years of the date of the Application, in the categories which were being applied for:

Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
Longville Commercial Park	Clarendon	\$3.4million	2004	Not stated	Construction of Shops	NHT	Michael Taylor
Longville Park Housing Development Phase 2	Clarendon	\$1.8 million	2003	Not stated	Laying of pipes, grading, construction	NHT	Michael Taylor



Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
					of drainage		
East Prospect Housing Development	St. Thomas	\$3.5 million	2003	Not stated	Construction of units and installation of waste/sewer laterals and other works	NHT	Michael Taylor
Wickie Wackie Housing Developments	BullBay St. Andrew	\$1.2 million	Not stated	Not stated	Cleaning of Gully, Drain, installation of pipes & Construction works.	Not stated	Not stated

In the referenced NCC Application Form, Mr. Marlon Plummer listed the following as equipment which was available to his company:

1. Frontend Loader;
2. Backhoe;
3. Water Truck;
4. Heavy Duty Roller;
5. Compactor;
6. Concrete Mixer; and
7. Trucks



Notwithstanding the foregoing, the OCG has found that the company, Intouch Construction and Security Ltd. was issued with a NCC Certificate of Registration, in the categories of Building Construction and Civil Engineering. The certificate bore an expiration date of 2006 May 25.

3. The OCG found, by way of a third Application which was submitted by Mr. Marlon Plummer/ Intouch Construction and Security Ltd., which was dated 2006 June 5, that the following categories were being applied for:
 1. Building Construction- Grade 4;
 2. Civil Engineering- Grade 4;
 3. Building Maintenance- Grade 4;
 4. Interior Construction Works- Grade 4;
 5. Security Systems- Grade 4;
 6. Roofing and Fencing- Grade 4; and
 7. Painting and Decorative Finishes-Grade 4.

The OCG's review of the referenced Application Form revealed that the company, Intouch Construction and Security Ltd., indicated the following persons to be members of his staff complement:



Name of Employee	No. of years with Intouch Construction & Security Ltd.	Academic Qualifications
<i>Richard Schloss</i>	<i>17 months</i>	<i>J.A.E Higher Polytechnic Institute, Havana, Cuba, Civil Engineering</i>
<i>Richard Jackson</i>	<i>16 months</i>	<i>Civil Engineering, UWI</i>
<i>Cleveland Brown</i>	<i>16 months</i>	
<i>Roy Powell</i>	<i>2 years</i>	<i>Diploma, Building Construction, UTECH</i>
<i>Orlando Williams</i>	<i>2years</i>	<i>High School Certificate</i>
<i>Evan Brown</i>	<i>2 years</i>	<i>High School Certificate</i>

Mr. Marlon Plummer/Intouch Construction Company Ltd. also detailed the following as equipment which was available to the company by way of lease/ rent:

1. Frontend Loader;
2. Backhoe;



3. Water Truck;
4. Heavy Duty Roller;
5. Compactor;
6. Concrete Mixer; and
7. Trucks.

Mr. Plummer listed, by way of the referenced Application, the following project which his company had completed within the last ten (10) years, as at the date of the application:

Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
Longville Commercial Park	Clarendon	\$8 million	June 2004	December 2005	Fencing, Road Works, General Construction of 3 Shops, Electrical and Plumbing Works.	NHT	Michael Taylor

It is instructive to note that Mr. Plummer listed particulars of another project with which he was involved at the East Prospect Housing Development. Mr. Plummer indicated that work had been completed on this project and that the information pertaining to same was similar to that which was stated in the aforementioned table.



In addition, the OCG found that a “*PROFIT AND LOSS ACCOUNT FOR THE PERIOD JANUARY –DECEMBER 2005*” was submitted by Mr. Marlon Plummer/ Intouch Construction and Security Ltd., the document does not qualify as an audited financial statement since it exhibited no endorsements from an auditing Company.

The OCG found, by way of a NCC Certificate of Registration, which was dated 2006 September 7, that the business Intouch Construction and Security Ltd., was issued with a NCC Certificate in the categories of Building Construction and Civil Engineering. The referenced Certificate had an expiration date of 2007 September 6.

4. The OCG found that a fourth Application, which was not accompanied by a dated Affidavit, was submitted by Mr. Marlon Plummer/Intouch Construction and Security Ltd. to the NCC for registration, in the following categories:

1. Building Construction – Grade 3;
2. Building Maintenance – Grade 3;
3. Civil Engineering- Grade 4;
4. Fencing- Grade4;
5. General Road Works – Grade 4 ; and
6. Interior Construction Works- Grade 4.

It is instructive to note that the referenced Application Form detailed the following information as it regards the individuals who were in the employ of the company, ‘Intouch Construction and Security Ltd.’:



Name of Employee	No. of years with Intouch Construction & Security Ltd.	Academic Qualifications
<i>Richard Schloss</i>	<i>17 months</i>	<i>J.A.E Higher Polytechnic Institute, Havana, Cuba, Civil Engineering</i>
<i>Richard Jackson</i>	<i>16 months</i>	<i>Civil Engineering, UWI</i>
<i>Cleveland Brown</i>	<i>16 months</i>	
<i>Roy Powell</i>	<i>2 years</i>	<i>Building Construction, UTECH</i>
<i>Orlando Williams</i>	<i>2years</i>	<i>High School Certificate</i>
<i>Evan Brown</i>	<i>2years</i>	<i>High School Certificate</i>

The following projects were also listed by Mr. Marlon Plummer as projects which his company had completed within the last ten (10) years of the date of the application:



Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
Longville Commercial Park	Clarendon	\$3.4million	2004	Not stated	Construction of shops	NHT	Michael Taylor
Longville Commercial Park , Phase 2	Clarendon	\$1.8 million	2003	Not stated	Laying of pipes, grading and construction of drainage.	NHT	Michael Taylor
East Prospect Housing Development	St. Thomas	\$3.5 million	2003	Not stated	Construction of units and installation of water/sewer laterals & other civil works	NHT	Michael Taylor
Wickie Wakie Housing Development	Bull Bay St. Andrew	\$1.2 million	Not stated	Not stated	Cleaning of Gully, drains, installation of pipes and construction works.	Not stated	Not stated
Water works Housing	Westmoreland	\$8.2 million	June 2007	Not stated	Construction of 2 two	NHT	Mr. Norris



Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
Development					bedroom units		Duncan
Longville Commercial Park	Clarendon	\$6.4 million	2005	Not stated	Construction of 3 commercial shops and 2 public bathrooms	NHT	Mr. Michael Taylor
Bernard Lodge Housing Development	St. Catherine	\$2.5 million	October 2006	Not stated	Bushing of 400 service lots	NHT	Mr. Richard Schloss
Wickie Wackie Housing Development	St. Andrew	\$4.2 million	2004-2006	Not stated	Clear storm water drains	NHT	Mr. Michael Taylor
Longville Park Housing Development	Clarendon	\$8.4 million	2004-2005	Not stated	Bushing of lots, pipe laying, including plumbing works, road works, civil engineering works and	Not stated	Not stated



Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
					interior works		
Morris Park Housing Development	St. Catherine	\$3.4 million	August 2006	Not stated	Construction of 3 two bedroom units	NHT	Mr. Seric Smith
East Prospect Housing Development	St. Thomas	\$3.4 million	2003	Not stated	Construction of two bedroom and one studio unit	NHT	Michael Taylor
East Prospect Housing Development	St. Thomas	\$1.8 million	2003	Not stated	Construction of retaining bubble wall	NHT	Michael Taylor
Belrock Housing scheme	St. Thomas	\$450,000.00	2005	Not stated	Asphaltic Concrete works	NHT	Michael Taylor
Longville Park Housing Development	Clarendon	\$1.8 million	2005	Not stated	Earth works including bushing, marl and rolling	NHT	Michael Taylor



It is instructive to note that Mr. Marlon Plummer indicated in the referenced Application Form that as at three (3) years of the time in which the application was submitted that his company failed to complete works which were valued at approximately \$25 million. These projects were being conducted at the following locations:

1. Wickie Wackie;
2. East Prospect;
3. Longville Park Phase 2;
4. Longville Commercial Park;
5. Water Works; and
6. Morris Meadows.

Mr. Marlon Plummer also indicated on the said Application Form that the following equipment were available to his company:

1. Frontend Loader;
2. Backhoe;
3. Water truck;
4. Roller;
5. Compactor;
6. Concrete Mixer; and
7. Truck.

The OCG's review of the NCC file revealed that Mr. Marlon Plummer/Intouch Construction and Security Ltd. was provided with a NCC Certificate of Registration, in the categories of:

1. Building Construction- Grade 3;
2. Building Maintenance- Grade 4;



3. Civil Engineering Works – Grade 4;
4. Interior Construction Works – Grade 4; and
5. Fencing- Grade 4.

The aforesaid NCC Certificate bore a registration date of 2007 October 5 and an expiration date of 2008 October 4.

5. The OCG found that on 2008 August 20, the NCC was in receipt of another Application Form, which was submitted by Intouch Construction and Security Ltd./Marlon Plummer.

The referenced Application Form sought registration in the following grades and categories:

1. Building Construction- Grade 4;
2. Building Maintenance – Grade 4;
3. Civil Engineering- Grade 4;
4. Fencing – Grade 4;
5. Interior Construction Works- Grade 4;
6. Painting and Decorative Finishes – Grade 4;
7. Pipe Laying – Grade 4;
8. Road Maintenance Works- Grade 4;
9. Roofing – Grade 4; and
10. Security Systems – Grade 4.

Mr. Marlon Plummer/ Intouch Construction and Security Ltd in the said Application Form listed the following information pertaining to the fulltime staff complement:



Name of Employee	No. of years with Intouch Construction & Security Ltd.	Academic Qualifications
<i>Richard Schloss</i>	<i>2 years</i>	<i>J.A.E Higher Polytechnic Institute, Havana, Cuba, Bsc. Civil Engineering</i>
<i>Richard Jackson</i>	<i>2 years</i>	<i>Bsc. Civil Engineering UWI</i>
<i>Roy Powell</i>	<i>3 years</i>	<i>Diploma, Building Construction, UTECH</i>
<i>Orlando Williams</i>	<i>3 years</i>	<i>Certificate, High School</i>
<i>Evan Brown</i>	<i>3 years</i>	<i>Certificate, High School</i>

As it regards projects which were completed by Intouch Construction and Security Ltd., within the last ten (10) years of the date of the referenced Application, Mr. Plummer stated, *inter alia*, as follows:



Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
Morris Park Housing Scheme Phase 2	St. Catherine	\$7.5 million	2007	2008	Building Construction of two (2) bedroom units	NHT	Not stated
Frome Housing Development	Westmoreland	\$3.5 million	2008	2008	Building construction of two (2) bedroom units	NHT	Not stated
Post and Telecom Dept.	Kingston and St. Andrew	\$1.8 million	2007	2008	Asphalting and Building Construction work	Post Masters General	Not stated
Water Works Housing Scheme	Westmoreland	\$8.2 million	2007	2008	Building Construction of two (2) bedroom units	NHT	Not stated

It is instructive to note that the OCG was unable to locate the actual NCC Certificate which was generated, as it regards the referenced application, however, the OCG's Contracts Management System Database, revealed that, the company, Intouch Construction and



Security Company Ltd., was in fact registered by the NCC on 2008 November 14, for a period of one year, expiring on 2009 November 13.

6. The OCG's perusal of the NCC's file revealed that Mr. Marlon Plummer/Intouch Construction and Security Ltd. submitted a sixth application to the NCC, which was accompanied by an Affidavit, which was endorsed by a Justice of the Peace on 2009 October 1.

The referenced Application Form sought registration in the following grades and categories:

1. Building Construction- Grade 4;
2. Civil Engineering- Grade 4;
3. Electrical Works- Grade 4;
4. Fencing – Grade 4;
5. General Road Works- Grade 4;
6. Interior Construction Works- Grade 4;
7. Painting and Decorative Finishes – Grade 4;
8. Pipe Laying – Grade 4; and
9. Roofing – Grade 4.

The OCG found that the aforesaid Application Form listed the following equipment to be owned and available to the company, Intouch Construction and Security Ltd.:

1. Compactor;
2. Generators; and
3. Trucks.



The OCG also found that the following equipment was stated to be leased/rented by the company, Intouch Construction and Security Ltd.:

1. Backhoe;
2. Excavator;
3. Frontend loader;
4. Roller;
5. Asphalt Paver;
6. Asphaltic concrete cutter; and
7. Air compressor.

In respect of the staff complement of the company, Intouch Construction and Security Ltd., the OCG found, by way of the referenced Application Form, *inter alia*, the following:

Name of Employee	No. of years with Intouch Construction & Security Ltd.	Academic Qualifications
<i>Dean Bradshaw</i>	<i>2 years</i>	<i>Bsc. Surveying and Geography, UTECH</i>
<i>Earl Saunders</i>	<i>3 years</i>	<i>Bsc. Construction Engineering and Management, UTECH</i>
<i>Vince- Robert Plummer</i>	<i>2 years</i>	<i>Certificate General Construction, NVQJ</i>
<i>Gavin Plummer</i>	<i>2 years</i>	<i>Certificate General Construction, NVQJ</i>



It is instructive to note that a perusal of the NCC's file revealed that along with the subject Application Form, Intouch Construction and Security Ltd. submitted to the NCC, *inter alia*, a copy of the following documents:

1. Bachelor of Science Degree in Construction Engineering and Management, which was awarded to Mr. Earl Saunders by the University of Technology;
2. Professional and Academic Resume for Mr. Earl Saunders;
3. Bachelor of Science Degree in Surveying and Geographic Information Sciences, which was awarded to Mr. Dean Bradshaw by the University of Technology;
4. Professional and Academic Resume for Mr. Dean Bradshaw;
5. National Vocational Qualification of Jamaica Certificate in General Construction, Level 2, which was awarded to Mr. Gavin Plummer by the National Council on Technical and Vocational Education and Training;
6. Professional and Academic Resume for Mr. Gavin Plummer;
7. National Vocational Qualification of Jamaica Certificate in General Construction, Level 2, which was awarded to Mr. Vince-Robert Plummer by the National Council on Technical and Vocational Education and Training; and
8. Professional and Academic Resume for Mr. Vince-Robert Plummer.

It is instructive to note that for each of the academic certifications which were referenced above, the OCG evidenced the original document for which the photocopy was submitted.

As it regards projects which were completed by Intouch Construction and Security Ltd. within the last ten (10) years of the date of the referenced Application, Mr. Marlon Plummer stated, *inter alia*, as follows:



Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
Morris Park Housing Development	St. Catherine	\$15.9 million	February 2007- July 2009	July 2009	Construction of two bedroom units	NHT	Michael Taylor
Frome Housing Development	Westmoreland	\$9.7 million	October 2005- September 2009	September 2009	Building construction and Civil Engineering Works	NHT	Michael Taylor
Fair Prospect Housing Development	Portland	\$2 million	April 2002- June 2002	June 2002	Building Construction	NHT	Michael Taylor
Wickie Wackie Housing Development	Bull Bay, St. Andrew	\$4 million	March – November 2003	December 2003	Not stated	NHT	Michael Taylor
Longville Housing Development & Commercial Park	Clarendon	\$25 million	February 2004 – November 2005	December 2005	Building Construction, Civil Works, Pipe laying, Road Works, Fencing, Electrical Works, Interior	NHT	Michael Taylor



Name of Project	Location of Project	Value of Work Executed	Contract Start Date	Contract Completion Date	Nature of Work	Name of Client	Contact Person
					Construction and Roofing.		
Water Works Housing Development	Westmoreland	\$6 million	March 2006- June 2008	July 2008	Building Construction and Civil Engineering Works.	NHT	Michael Taylor
East Prospect Housing Development	St. Thomas	3 million	February- June 2002	June 2002	Building Construction	NHT	Michael Taylor

The OCG’s review of the said NCC file also revealed that an Independent Auditors’ Report, which was prepared by Joshua Haye & Co., and which was dated 2009 March 25, was submitted along with the referenced Application Form. The referenced Report was stated to have comprised Intouch Construction and Security Ltd’s “...*balance sheet as at 31 December 2008, the company’s statement of income, changes in equity and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory notes*”.

The OCG also found attached a second Independent Auditors’ Report, which was prepared by Joshua Haye & Co., and that was dated 2008 September 10, which was submitted along with the referenced Application Form. The referenced Report spoke to Intouch Construction and Security Ltd.’s finances as at 2007 December 31.



The OCG also found that a third Audit Report was prepared by Joshua Haye & Co. which was dated 2008 March 10, in which the firm attested to the view that “ *...proper accounting records have been kept and the financial statements, which are in agreement therewith, give a true and fair view of the state of the company’s affair’s at 32 December 2006, and of the results of operations, its changes in equity and its cash flows for the year then ended and have been prepared in accordance with International Financial Reporting Standards and comply with the provisions of the Jamaican Companies Act.* ” ¹³⁴

It is instructive to note that the OCG has seen no evidence to indicate that the referenced Application Form was reviewed and/or evaluated by the NCC and that a Certificate of Registration was provided to the business, Intouch Construction and Security Ltd., in respect of its 2009 October application.

It is of significant import to highlight that the OCG conducted an internal Investigation into certain circumstances surrounding the failure on the part of one of its Officers to conduct an actual physical verification of the businesses which had been operated by the referenced five (5) suspected ‘sham contractors’. The OCG, upon the completion of its Investigation and review of the respective NCC Application forms of the five (5) contractors found that the OCG Officer had signed off on the respective verification processes without conducting the requisite physical verification at each business location. In the foregoing regard, the OCG was unable to attest to the accuracy of the information which was represented by the five (5) contractors on their respective Application Forms to the NCC.

Of note, is the fact the conduct of a physical verification by the OCG is required to be undertaken on an Applicant’s first registration with the NCC.

¹³⁴ Financial Audit Report which was dated 2008 March 10.



Testimonies of the Suspected ‘Sham Contractors’ as it regards their Registration with the NCC

Based upon the information which was gleaned from the OCG’s review of the foregoing NCC Contractor Registration Forms, the OCG, by way of its Statutory Requisitions, which were dated 2010 June 4, posed the following questions to the referenced suspected ‘sham contractors’:

“Has [your business] ever applied for registration with the National Contracts Commission? If yes, please provide responses to the following questions:

- a. When did the company/business first apply to be registered with the National Contracts Commission?*
- b. Did the company/ business obtain registration with the National Contracts Commission? If yes, please provide the date(s) on which same occurred;*
- c. If the company/ business was registered with the National Contracts Commission, has it ever applied to be re-registered? If yes, please provide the date(s) on which such applications were made;*
- d. Please provide an overview of the process which was used by the company/business in the first, and any subsequent instance(s) on which it applied to be registered with the National Contracts Commission;*
- e. Please state the name(s) and title(s) of the person(s) who completed the Contractor Registration Application form in each instance.”¹³⁵*

In response to the foregoing OCG Statutory Requisition, the referenced contractors provided the OCG with the following sworn responses:

1. Mr. Marlon Plummer, by way of his sworn response, which was dated 2010 July 1, stated as follows:

¹³⁵ OCG Requisition which was dated 2010 June 4, which was sent to the referenced contractors. Question 15.



- i. *“In 2002, can’t recall exact date.*
 - ii. *Yes in 2002, can’t recall exact date.*
 - iii. *In 2003 – 2009, exact dates can’t recall.*
 - iv. *In 2002 I went to the reception at the NCC office to inquire on how to become registered and was directed to Ms. Davis who guided me in the process of applying for registration. Same applied in subsequent years.*
 - v. *The registration application was completed with the assistance of Ms. Davis.”¹³⁶*
2. Mr. Johan O’Gilvie, by way of his sworn response, which was dated 2010 July 26, provided the following response:

“Yes

- a. *2005*
- b. *Yes, 2005 (accurate date not stored)*
- c. *Yes, for 2006, 2007, 2008 (accurate date not stored)*
- d. *Application was submitted based on NCC requirement and acceptance letter obtained*
- e. *Marlon Plummer assisted Johan O’Gilvie and Associates with the process of the registration form¹³⁷”*

3. Mr. Maurice McIntyre, by way of his sworn response, which was dated 2010 July 1, provided the OCG with the following response:

“Yes, the company has applied for registration with the National Contracts Commission before.

- a) *First application was submitted in 2006. Exact dates I cannot provide at this time.*

¹³⁶ Response which was received from Mr. Malon Plummer that was dated 2010 July 1. Response 15.

¹³⁷ Response which was received from Mr. Johan O’Gilvie that was dated 2010 July 26 .Response 15



- b) *Yes, re-registration was sought and granted in 2007 and 2008. 2009 re-registration was not approved.*
- c) *The process utilized was that of filling out the NCC application form and having it submitted for processing.*
- d) *Mr. Marlon Plummer, from INTOUCH CONSTRUCTION & SECURITY LTD assisted in completing the form in all instances”.*¹³⁸

4. Mr. Lucien Lawrence, in his sworn response, which was dated 2010 July 21, stated as follows:

“Yes

- a. *Initial NCC registration was in 2005*
- b. *Yes, in 2005 – exact date not recalled*
- c. *Yes – from 2006 to 2009 - exact date not recalled*
- d. *The process involved application submission and an advice of acceptance regarding application from NCC*
- e. *I sought Marlon Plummer’s assistance in completing application”*¹³⁹

5. Ms. Amoy Guthrie, in her sworn response, which was dated 2010 July 22, stated as follows:

“Yes

- a. *2005 (exact date not known)*
- b. *Yes 2005 (exact date not known)*
- c. *Date of re-registration were 2006, 2007, 2008 and 2009*

¹³⁸ Response which was received from Mr. Maurice McIntyre that was dated 2010 July 1

¹³⁹ Response which was received from Mr. Lucien Lawrence that was dated 2010 July 21



- d. *Information supplied based on NCC requirements and submitted via Mr. Marlon Plummer*
- e. *The completion of the registration was done with the assistance of Marlon Plummer*¹⁴⁰

Having regard to the foregoing representations and, in particular, the assertions that were made that assistance was provided to the referenced suspected ‘sham contractors’ contractors, by Mr. Marlon Plummer, in the completion of NCC Contractor Registration Application Forms, the OCG, by way of its Statutory Requisitions, which were dated 2011 July 1, posed, *inter alia*, the following question to the said contractors:

- a. *“...Please indicate whether...[your company] and ‘Marlon Plummer/Intouch Construction and Security Company Ltd.’ are/were involved in a partnership of some sort;*
- b. *The rationale/ purpose for which Mr. Marlon Plummer’s assistance was required/sought in completion of the referenced form; and*
- c. *A detailed summary of the nature of the assistance which you have received from Mr. Plummer, and/ or any other company with which he is affiliated, in the conduct of construction related works under the NHT’s Small Contractor Programme.*¹⁴¹

In response to the foregoing OCG Requisition, the referenced suspected sham contractors, by way of their respective sworn responses, provided the OCG with the following responses:

1. Mr. Johan O’Gilvie, by way of his sworn response, which was dated 2011 July 22 informed the OCG of the following:

¹⁴⁰ Response which was received from Ms. Amoy Guthrie that was dated 2010 July 22.

¹⁴¹ OCG Requisition which was dated 2011 July 1, that was sent to the referenced suspected Sham Contractors. Question 8 and 6



- a. *“We were not involved in a Partnership*
 - b. *I worked alongside Mr. Plummer in the past and upon my desire to register with the NCC I sought his advice in registering.*
 - c. *Marlon Plummer rendered construction advice including cost effective measures to minimize expense and pool resources due to a low profit margin on contracts.”¹⁴²*
2. Mr. Lucien Lawrence, by way of his sworn response, which was dated 2011 July 26, to the OCG’s Statutory Requisition, stated the following:
- a. *“To the best of my knowledge they are not a partnership*
 - b. *The rationale was because of my relationship with Mr. Plummer as well as due to his prior knowledge of the process.*
 - c. *Mr. Plummer provided supporting information and clarity in completing the application form. I am not aware of any other Company Mr. Plummer is affiliated.”¹⁴³*
3. Mr. Maurice McIntyre, by way of his sworn response, which was dated 2011 August 2, informed the OCG of the following:
- “(a). No partnership, more mentorship.*
 - (b). Marlon Plummer’s assistance was sought because of his experience in the construction industry and interest in being a part of this industry.*

¹⁴² Response which was dated 2011 July 22, that was submitted by Mr. Johan O’Gilvie. Response 6 .

¹⁴³ Response which was dated 2011 July 26, that was submitted by Mr. Lucien Lawrence. Response 8.



(c). Mr. Plummer supplied the necessary technical detail that was required to complete the form. I do not know of any other company with which he is affiliated.”¹⁴⁴

4. Ms. Amoy Guthrie, by way of her sworn response, which was dated 2011 August 17, indicated the following:

- a) *“I am not in a partnership with Intouch Construction and Security Ltd.*
- b) *Mr. Plummer’s assistance was sought for the completion of the application due to his experience in the industry.*
- c) *Mr. Plummer guided me through the process of completing the application and I do not know of any other company he is affiliated with.*”¹⁴⁵

Having regard to the disclosures which were made by Mr. Marlon Plummer, in his sworn response, which was dated 2010 July 1, as it regards the assistance which he received in completing the respective NCC Contractor Registration Forms, the OCG posed the following question to Mr. Marlon Plummer, by way of its Statutory Requisition, which was dated 2011 July 1:

“In response to the OCG’s Statutory Requisition to you, which was dated June 4, 2010, you indicated that, on your first visit to the OCG, Ms. Mitzie Davis assisted in completing the NCC Registration Form. Please provide detailed responses for the following:

- a. *A full and detailed description of the nature of the assistance which was received by your business;*

¹⁴⁴ Response which was received from Mr. Maurice McIntyre that was dated 2011 August 2. Response 8.

¹⁴⁵ Response which was received from Ms. Amoy Guthrie that was dated 2011 August 17. Response 8.



- b. *Has Ms. Davis ever solicited any monies or any benefit in exchange for facilitating any aspect of the registration of your business with the National Contracts Commission?*

- c. *Have you, or anyone acting on your behalf, ever promised and/or offered any payments, benefit or inducement to Ms. Davis, for facilitating any aspect of the registration of your business with the National Contracts Commission?*

- d. *If any such payment, promise and/or benefit was fulfilled and/or paid, please provide the full particulars of same, inclusive of the type of the benefit, the value of money (ies) paid and the currency in which such payments were made.*¹⁴⁶

In respect of the foregoing OCG Statutory Requisition, Mr. Marlon Plummer, by way of his sworn response, which was dated 2011 July 26, informed the OCG of the following:

- a) *“Ms. Davis assisted in completing the form by providing clarity to the questions and also completed aspects of the application form.*
- b) *No*
- c) *No*
- d) *Not applicable*¹⁴⁷

Having regard to the foregoing disclosures, the OCG has found the following to be of material import:

¹⁴⁶ OCG Statutory Requisition which was dated 2011 July 1, Question 9.

¹⁴⁷ Response which was dated 2011 July 26, that was received from Mr. Marlon Plummer. Response 9



1. The OCG found that Mr. Johan O’Gilvie submitted four (4) Applications to the NCC for the inclusion of his business on the Register of Public Sector Contractors, during the period 2005 September to 2009 July. It is instructive to note that of the four (4) Applications which were submitted by Mr. Johan O’Gilvie to the NCC, three (3) resulted in the registration of Mr. O’Gilvie’s business as a Grade four (4) contracting entity. The OCG has seen no evidence to indicate that the last Application which was submitted by Mr. Johan O’Gilvie which was dated 2009 July 14, resulted in the re- registration of Mr. Johan O’Gilvie’s business.

2. The OCG found that Mr. Maurice McIntyre submitted two (2) Applications to the NCC for the inclusion of his business on the Register of Public Sector Contractors, during the period 2006 May to 2009 July. It is instructive to note that of the two (2) Applications which were submitted by Mr. McIntyre to the NCC, one resulted in the registration of Mr. McIntyre’s business as a Grade four (4) contracting entity. The OCG has seen no evidence to indicate that the last Application which was submitted by Mr. Maurice McIntyre that was dated 2009 July 14, resulted in the re-registration of Mr. Maurice McIntyre’s business.

3. The OCG found that Ms. Amoy Guthrie submitted four (4) Applications to the NCC for the inclusion of her business on the Register of Public Sector Contractors, during the period 2005 October to 2009 July. The OCG found that of the four (4) Applications which were submitted by Ms. Guthrie to the NCC, three (3) resulted in the registration of Ms. Guthrie as a Grade four (4) contracting entity. The OCG has seen no evidence to indicate that the last Application which was submitted by Ms. Amoy Guthrie, and which was dated 2009 July 14, resulted in the re-registration of Ms. Amoy Guthrie’s business.

4. The OCG found that Mr. Lucien Lawrence submitted four (4) Applications to the NCC for the inclusion of his business on the Register of Public Sector Contractors, during the



period 2005 October to 2009 August. The OCG found that of the four (4) Applications which were submitted by Mr. Lawrence to the NCC, three (3) resulted in the registration of Mr. Lawrence's business as a Grade four (4) contracting entity. The OCG has seen no evidence to indicate that the last Application which was submitted by Mr. Lawrence, and which was dated 2009 August 24, resulted in the re-registration of Mr. Lucien Lawrence's business.

5. The OCG found that Mr. Marlon Plummer submitted six (6) Applications to the NCC for the inclusion of his business on the Register of Public Sector Contractors, during the period 2004 February to 2009 October. The OCG found that of the six (6) Applications, which were submitted by Mr. Plummer to the NCC, five (5) resulted in the registration of Mr. Marlon Plummer's business as a Grade four (4) contracting entity. The OCG has seen no evidence to indicate that the last Application which was submitted by Mr. Lawrence, and which was dated 2009 October 1, resulted in the re-registration of Mr. Marlon Plummer's company Intouch Construction and Security Ltd.
6. The OCG found that four (4) of the referenced suspected 'sham contractors' listed and/or represented individuals, who were recognized as NHT employees, as members of their respective staff complements. The following representations were made:

Contractor	NHT Employee Represented	NCC Application Form
Mr. Maurice McIntyre	Mr. Richard Beckford Mr. Neville Cookhorne	2009 July 14
Ms. Amoy Guthrie	Mr. Richard Beckford Mr. Neville Cookhorne	2009 July 14
Mr. Marlon Plummer	Mr. Richard Schloss	2004 February 2



Contractor	NHT Employee Represented	NCC Application Form
	Mr. Richard Schloss	Unsigned/dated Application Form
	Mr. Richard Schloss Mr. Richard Schloss	2006 June 5 Unsigned/dated Application Form
	Mr. Richard Schloss	2008 August 20
	Mr. Earl Saunders	2009 October 1

It is instructive to note that the OCG had also found that the academic certification and professional Resumes relating to the foregoing NHT Employees were also submitted by the aforementioned suspected ‘sham contractors’ to the NCC, in support of the referenced Application Forms.

7. The OCG found that Ms. Amoy Guthrie represented on her NCC Application Form which was dated 2009 July 14, that Mr. Marlon Plummer, one of the referenced suspected ‘sham contractors’, who is also one of the subjects of the OCG’s probe, was a member of her staff complement, and had been for a period of four (4) years.

8. The OCG found that the Application Form, which was dated 2005 October 3, and which was submitted by Mr. Lucien Lawrence was resubmitted to facilitate a registration process in 2007. In this regard, the OCG found that information pertaining to, *inter alia*, (a) the NCC categories and grades which were being applied for, (b) the staff complement of the business, (c) previous projects which were completed by the business and (d) the signed Affidavit of 2005 October 3, were all replicated from a previous application, which bore the same date, and submitted to the NCC, resulting in the registration of the company on 2007 June 21, for a period of one year.



9. It was found that the OCG failed to conduct the requisite physical verification exercise to verify the veracity of the information which was presented by the referenced suspected 'sham contractors', on their NCC Application Form, in each instance.

10. Based upon the disclosures which were made by (a) Mr. Johan O'Gilvie, (b) Mr. Lucien Lawrence, (c) Mr. Maurice McIntyre and (d) Ms. Amoy Guthrie, the OCG found that the referenced suspected 'sham contractors' sought and received the assistance of Mr. Marlon Plummer to complete and submit Applications to the NCC.

11. Having regard to the disclosures which were made by Mr. Marlon Plummer, in his sworn response of 2010 July 1, the OCG found that Ms. Mitzie Davis, a former employee of the OCG (a) provided guidance and (b) assisted Mr. Plummer with the completion of his Application Forms.

It is instructive to note that a recommendation was made by the OCG, in 2009, that the NCC registration of the referenced five (5) suspected 'sham contractors' be revoked, in keeping with provision number 15 of the NCC Works Application Form, based upon fraudulent and/or erroneous representations which were made by the referenced contractors.

Provision 15 of the referenced Application Form states, *inter alia*, as follows:

"IF THE INFORMATION PROVIDED BY THE APPLICANT ON WHICH EVALUATION AND AWARD(S) WERE BASED IS FOUND TO BE ERRONEOUS THEN THE CONTRACTOR (S) SHALL NOT BE REGISTERED, OR IF ALREADY REGISTERED, THE REGISTRATION WILL BE REVOKED"



NHT EMPLOYEES WHO WERE REPRESENTED AS EMPLOYEES OF THE SUSPECTED
'SHAM CONTRACTORS'

It is highly instructive to note that the OCG found, during its review of the referenced NCC Contractor Registration Application Forms that were submitted by the suspected 'sham contractors', that certain individuals who were or are employed to the NHT and who may have been intricately involved in the NHT's Small Contractor Programme were listed as employees of the said contractors.

Given the foregoing disclosures, the OCG thought it prudent, by way of its Statutory Requisitions, which were dated 2010 June 4, to pose the following question to the said contractors:

"Do you know, or do you have, or have you had a personal, business or other relationship with, or are you in any way related to any Public Officer/Official of the NHT (hereinafter referred to as 'NHT Representative')? If yes, please indicate:

- i. The full name of the 'NHT Representative' and his/her relationship, job title and years of employment at the NHT, as know by you;*
- ii. The length of time that you have known the 'NHT Representative';*
- iii. A full description of the nature of the relationship between yourself and the NHT Representative', in each instance."*¹⁴⁸

In respect of the foregoing OCG Statutory Requisitions, it is instructive to note that **all** five (5) of the referenced contractors indicated that they do not and have never had a personal, business or other relationship with, or are in any way related to any Public Officer/Official of the NHT.

¹⁴⁸ OCG Requisition which was dated 2010 June 4. Question 21



Notwithstanding the foregoing responses which were provided to the OCG by the referenced suspected ‘sham contractors’, and based upon the OCG’s discovery that four (4) of the said contractors, namely: Mr. Marlon Plummer, Mr. Maurice McIntyre, Mr. Lucien Lawrence, and Ms. Amoy Guthrie, had represented individuals, who are known to the OCG to be employees of the NHT, as members of their staff complement on NCC Application Forms, the OCG sought, by way of its Statutory Requisitions, which were dated 2011 July 1, to retrieve a response from the referenced contractors as it regards their personal and/or business relationship with the respective NHT Representatives:¹⁴⁹

It is instructive to note that Ms. Amoy Guthrie, who had detailed on her NCC Application Form that Mr. Richard Beckford, and Mr. Neville Cookhorne, were a part of her staff complement, disclosed to the OCG, in her sworn response, which was dated 2011 August 16, that **“The individuals listed ... were never employed by me.”**¹⁵⁰ (OCG Emphasis)

Further, Ms. Guthrie informed the OCG of the following:

“The extent of my relationship with Richard Schloss, Neville Coochorne (sic) and Richard Beckford was personal due to my involvement in performing works for the NHT.

- a) **I have known the individuals from about 2007**
- b) **I do not have an official or business relationship with the named individuals**
- c) **The named individuals have never performed or assisted me in carrying out any works**

¹⁴⁹ OCG Requisition which was dated 2010 June 4. Question 3 and 4.

¹⁵⁰ Response which was received from Ms. Amoy Guthrie which was dated 2011 August 16. Response 3



- i) **Mr. Coochorne and Mr. Beckford were listed on my 2009 application which was not approved however I was not aware that they were ineligible for this application.**

b. Mr. Marlon Plummer¹⁵¹(OCG Emphasis)

Mr. Maurice McIntyre, who listed Mr. Neville Cookhorne and Mr. Richard Beckford as among the individuals who comprised his staff complement on his NCC Contractor Registration Forms, indicated, in his sworn response which was dated 2011 August 2, as follows:

“The names, Mr. Richard Beckford, Mr. Neville Cookhorne , and Mr. Gavin Plummer were submitted on last application which was not approved. They were never employed. Mr. Leroy Blake and Mr. Orville Dixon were submitted on previous application but were never employed as NHT’s technical personnel were sufficient.”¹⁵²

“A personal relationship as we saw each other on visits to the NHT.

- a) **I have known the individuals since 2008**
- b) **I don’t share any official business relationship with the named individuals**
- c) **They have never assisted or performed any works for me.**¹⁵³ (OCG Emphasis)

It is instructive to note that Mr. Lucien Lawrence, who indicated in his sworn response of 2011 July 26, that Mr. Richard Beckford and Mr. Neville Cookhorne, both NHT employees, were members of his staff complement, informed the OCG, by way of his response, which was dated 2011 July 26, of the following:

¹⁵¹ Response which was received from Ms. Amoy Guthrie which was dated 2011 August 16. Response 4

¹⁵² Response which was received from Mr. Maurice McIntyre which was dated 2011 August 2. Response 3

¹⁵³ Response which was received from Mr. Maurice McIntyre which was dated 2011 August 2. Response 4



“Messer’s Michael Palmer, Glendon Lewis, Radcliffe Brissett, Neville Cookhorne, Richard Beckford and Ms. Tahalia Small were listed on the application but never employed.”¹⁵⁴

“I am familiar with the named individuals on a personal basis due to my affiliation with NHT

I.

- a. Since 2007*
- b. The nature of the relationship includes interaction from time to time on casual level*
- c. Mr. Cookhorne and Beckford have never done or provided assistance for work on my behalf*

II.

- a. The basis on which the statement was made was that the contracts did not require the listed technical persons and the NHT provided technical support.*
- b. the recommendations were made through Mr. Plummer¹⁵⁵
(OCG Emphasis)*

Mr. Marlon Plummer, who indicated on his NCC Contractor Registration Forms that Mr. Earl Saunders and Mr. Richard Schloss, both NHT employees, comprised his staff complement, informed the OCG, by way of his sworn response, which was dated 2011 July 26, as follows:

“The following persons were listed on previous application however not employed:

- a. Richard Schloss*
- b. Richard Jackson*

¹⁵⁴ Response which was received from Mr. Lucien Lawrence that was dated 2011 July 26. Response 3

¹⁵⁵ Response which was received from Mr. Lucien Lawrence that was dated 2011 July 26. Response 4



- c. Roy Powell
- d. Orlando Williams
- e. Evan Brown
- f. Cleveland Brown

***Individuals above were listed however not employed due to the fact that the NHT contracts did not require the respective technical persons due to close supervision which was mandated through the NHT technical team.**

The following persons were listed on the NCC application which was rejected in 2009, hence never employed:

- Dean Bradshaw
- Earl Saunders
- Vince Robert Plummer
- Gavin Plummer¹⁵⁶(OCG Emphasis)

Having regard to the assertions which were made by Ms. Amoy Guthrie, Mr. Lucien Lawrence and Mr. Maurice McIntyre that the referenced NHT employees were listed on their respective NCC Contractor Registration Forms, based upon a recommendation which was provided by Mr. Marlon Plummer, the OCG, by way of its Statutory Requisition which was dated 2011 August 29, posed the following question to Mr. Plummer:

“Did you in any way recommend that any ‘Contractor’ involved in the NHT’s Small Contractor Programme utilize the names (a) Neville Cookhorne, (b)Richard Schloss, (c) Richard Beckford and/or any other individual on his/her National Contracts Commission (NCC) Application Form? If yes, please provide responses to the following:

¹⁵⁶ Response which was received from Mr. Marlon Plummer that was dated 2011 July 25, Response 4.



- (a) *The name(s) of the Contractor(s) to whom you made such a recommendation;*
- (b) *The name(s) of the person(s) who were recommended by you; and*
- (c) *The basis on which you recommended the named individuals.*¹⁵⁷

In respect of the foregoing, Mr. Plummer informed the OCG of the following, by way of his sworn response, which was dated 2011 September 5:

- a) ***“The name of contractors are, Lucien Lawrence, Amoy Guthrie and Maurice McIntyre***
- b) ***Persons recommended were, Neville Cookhorne and Richard Beckford***
- c) *The application required technical persons to be listed. **The form did not specify that individuals from NHT could not be used hence I was unaware that the names would not be eligible for this application.***¹⁵⁸ (OCG Emphasis)

It is instructive to note that the OCG by way of its Statutory Requisition, which was dated 2011 August 15, posed the following question to Mr. Donald Moore, Senior General Manager, NHT:

“ Are you aware of any current or past employee of the NHT who is, or has ever been employed by (a) Amoy Guthrie (b) Lucien Lawrence, (c) Johan O’Gilvie, (d) Maurice McIntyre and/or Marlon Plummer, in connection with the following projects:

- a. *Morris Meadows Housing Scheme 1, Portmore, St. Catherine*
- b. *Morris Meadows Housing Scheme 2, Portmore, St. Catherine;*
- c. *Morris Meadows Housing Scheme 3, Portmore, St. Catherine;*
- d. *Water Works Housing Scheme, Westmoreland;*
- e. *Frome Housing Development, Westmoreland; and*

¹⁵⁷ OCG Statutory Requisition which was dated 2011 August 29, that was sent to Mr. Marlon Plummer. Question 3

¹⁵⁸ Response which was received from Mr. Marlon Plummer which was dated, 2011 September 5. Response 3



f. *New Yarmouth Housing Development, Clarendon.*

If yes, please disclose full particulars of your knowledge of same inclusive of (a) the name(s) and title(s) of the employee(s), (b) the dates on which the employment commenced for each of the listed employee(s) and (c) the services which were provided by the named individual(s)''¹⁵⁹

Mr. Moore, in his sworn response, which was dated 2011 September 12, provided the OCG with the following response:

"I am unaware of any current or past employee of the NHT who is, or has ever been, employed by (a) Amoy Guthrie, (b) Lucien Lawrence, (c) Johan O'Gilvie, (d) Maurice McIntyre and/or (e) Marlon Plummer, in connection with the following projects:

- i. Morris Meadows Housing Scheme 1, Portmore, St. Catherine;*
 - ii. Morris Meadows Housing Scheme 2, Portmore, St. Catherine;*
 - iii. Morris Meadows Housing Scheme 3, Portmore, St. Catherine;*
 - iv. Water Works Housing Scheme, Westmoreland;*
 - v. Frome Housing Development, Westmoreland; and*
 - vi. New Yarmouth Housing Development, Clarendon.*
- or any other project. ''¹⁶⁰*

Having regard to the OCG's discovery that the academic and professional credentials of the referenced NHT personnel were also submitted by the said suspected 'sham contractors' to the NCC, in fulfillment of the NCC's Registration process, the OCG posed, *inter alia*, the following question, by way of its Statutory Requisition which was dated 2011 October 18, to the said contractors:

¹⁵⁹ OCG Statutory Requisition which was dated, 2011 August 15, Question 14.

¹⁶⁰ Response which was received from Mr. Donald Moore which was dated 2011 September 12. Response14.



“In your response to the OCG’s Statutory Requisition of July 1, 2011, which enquired into representations which were made on your National Contracts Commission (NCC) Contractor Registration application form, you stated, inter alia, that ...[the NHT Employees were listed based upon the recommendation of Mr. Marlon Plummer]. In this regard, please provide responses to the following:

- (a) Please indicate whether Mr. Marlon Plummer provided you with a copy of the credentials (academic and professional qualifications)... [of the NHT Personnel which was listed on your NCC Application Form].*
- (b) If your response to “a” above is ‘No’, please explicitly indicate the method by which you gained possession of the credentials ... [of the NHT Personnel which was listed on your NCC Application Form].*
- (c) Please also indicate whether you received authorization and direction from ... [the NHT Personnel which was listed on your NCC Application Form] to utilize their names and credentials on your NCC Contractor Registration application form. If yes, please provide evidence of such approval.”¹⁶¹*

In respect of the foregoing, it is instructive to note that Ms. Amoy Guthrie, Mr. Maurice McIntyre and Mr. Lucien Lawrence, by way of their respective sworn responses, which were dated 2011 October 20, 2011 November 1, and 2011 October 25, informed the OCG that they were provided with the credentials of the referenced NHT Personnel by Mr. Marlon Plummer.

The OCG, by way of its Statutory Requisition, which was dated 2011 October 18, posed the following question to Mr. Marlon Plummer:

¹⁶¹ OCG Statutory Requisition which was dated 2011 October 18, Question # 1.



“The OCG’s Requisition of August 29, 2011, enquired into, inter alia, whether you recommended any Contractor(s) who was/were registered under the NHT’s Small Contractor Programme to utilize the names (a) Mr. Neville Cookhorne (b) Mr. Richard Schloss (c) Mr. Richard Beckford and/or any other individual on their National Contracts Commission (NCC) Contractor Registration application form. The OCG also requested that you provided the names of the Contractors whom you may have made any such recommendations to.

In your response which was dated September 5, 2011, you stated, inter alia, as follows:

“The name of contractors are, Lucien Lawrence, Amoy Guthrie and Maurice McIntyre...Persons recommended were, Neville Cookhorne and Richard Beckford”

In your response of July 25, 2011, you also indicated that Mr. Richard Schloss, among others, were listed on your NCC Contractor Registration application form, however, they were never employed. You further stated that Mr. Earl Saunders, among others, were listed on the NCC Contractor Registration application form, however, “the NCC application ... was rejected in 2009, hence never employed”.

Having regard to the foregoing, kindly respond to the following:

- i. Did you receive authorization and/or consent from (a) Mr. Richard Schloss and (b) Mr. Earl Saunders to utilize their names and credentials to reinforce your applications to the NCC? If yes, please provide (a) the method through which such approval was granted by the named individuals and (b) evidence of the approval(s) which was/were received by you for the referenced individuals.*



- ii. *Did you provide Mr. Lucien Lawrence, Ms. Amoy Guthrie and Mr. Maurice McIntyre with the credentials (academic and professional qualifications) of (a) Mr. Neville Cookhorne, and (b) Mr. Richard Beckford?*
- iii. *Did you receive authorization and directions from (a) Mr. Neville Cookhorne and (b) Mr. Richard Beckford to recommend and/or refer their 'services' to Mr. Lucien Lawrence, Ms. Amoy Guthrie and Mr. Maurice McIntyre for use on their NCC Contractor Registration applications forms? If yes, please provide particulars of same.*
- iv. *Please indicate the means by which you gained possession, in each instance, of the credentials of (a) Mr. Neville Cookhorne (b) Mr. Richard Schloss (c) Mr. Richard Beckford, and (d) Mr. Earl Saunders.*

*Please provide documentary evidence to substantiate your responses and/or assertions.*¹⁶²

Mr. Marlon Plummer, by way of his sworn response, which was dated 2011 October 21, indicated, *inter alia*, the following:

1. That he did not receive authorization and/or consent from (a) Mr. Richard Schloss and (b) Mr. Earl Saunders to utilize their names and credentials to reinforce the applications to the NCC.
2. That he did provide Mr. Lucien Lawrence, Ms. Amoy Guthrie and Mr. Maurice McIntyre with the credentials (academic and professional qualifications) of (a) Mr. Neville Cookhorne, and (b) Mr. Richard Beckford.

¹⁶² OCG Requisition which was dated 2011 October 18. Question 1 (iv).



3. That he did not receive authorization and directions from (a) Mr. Neville Cookhorne and (b) Mr. Richard Beckford to recommend and/or refer their 'services' to Mr. Lucien Lawrence, Ms. Amoy Guthrie and Mr. Maurice McIntyre for use on their NCC Contractor Registration Applications Forms.

Mr. Marlon Plummer also informed the OCG that “Copies of the credentials for the named individuals were in my possession for use on other private projects prior to NCC Submission.”¹⁶³

¹⁶³ Response which was received from Mr. Marlon Plummer. Response 1 (iv)



OCG INTERVIEWS WITH SHAM CONTRACTORS

It is instructive to note that the OCG, during the period 2009 December 22 to 2010 January 5, conducted a series of Interviews with the referenced suspected ‘sham contractors’, as well as certain NHT Personnel, with a view to clarify certain discrepancies surrounding the registration of the said contractors with the NCC. The referenced OCG interviews were conducted with the following individuals:

1. Mr. Maurice McIntyre;
2. Mr. Johan O’Gilvie;
3. Mr. Lucien Lawrence;
4. Mr. Marlon Plummer;
5. Mr. Neville Cookhorne;
6. Mr. Richard Beckford;
7. Mr. Michael Taylor; and
8. Mr. Richard Schloss.

In respect of the foregoing, the OCG has undertaken to reproduce, hereunder, certain statements which have been extracted from the OCG’s Official File Notes, which were prepared by the OCG’s designated Officer.

Of note, the purpose of the Interviews, were to discuss discrepancies which were found in Contractor Works, Grades 1-4 Registration Application Forms, which pertained to the aforesaid suspected ‘sham contractors’.



OCG's Interview with Mr. Maurice McIntyre which was dated 2009 December 22:

It is instructive to note that the OCG conducted two (2) interviews with Mr. Maurice McIntyre. The referenced interviews were conducted on 2009 December 22 and 2009 December 30.

OCG's Interview 1 which was dated 2009 December 22

"Mr. McIntyre was contacted on December 21, 2009 to attend a meeting at the Office of the Contractor General (OCG) at 3:00 pm to discuss discrepancies found with his company's application for re-registration as a Grade 1-4 Contractor..."

*[The OCG Officer] asked Mr. McIntyre how long he was registered with the National Contracts Commission (NCC). Mr. McIntyre said approximately three (3) years and that it was his second renewal. [The OCG Officer] asked Mr. McIntyre if he could recall an inspection being conducted or a verification of his business location, **Mr. McIntyre said an interview was done via telephone with an officer from the OCG...** He further stated that the individual asked about the nature of his operations, how he intended to generate revenue, plans to automate the business and by what means did he plan to get contracts.*

*[The OCG Officer] asked Mr. McIntyre if he had a relationship with any OCG employees, he said no. [The OCG Officer] asked Mr. McIntyre who was the person who submitted the application form for registration; **Mr. McIntyre stated that Mr. Marlon Plummer had submitted his previous and current application forms.** [The OCG Officer] asked Mr. McIntyre if Mr. Plummer knew someone at the OCG, he said no. [The OCG Officer] asked Mr. McIntyre if he had ever asked Mr. Plummer if he knew anyone at the OCG, he said no.*



[The OCG Officer] asked Mr. McIntyre why Mr. Plummer had submitted his application forms instead of him; **Mr. McIntyre replied that he had granted him bearer type responsibilities,** so he did not think it necessary to come himself. [The OCG Officer] then asked who supplied the information on the application form; **Mr. McIntyre replied all the information that was on the application form was supplied by him.** [The OCG Officer] then stated that if he had supplied the information then he should be able to give the names of the staff on the application form. Mr. McIntyre said Mr. Neville Cookhorne and Mr. Richard Beckford and Mr. Robert Plummer.

[The OCG Officer] asked Mr. McIntyre if he had reviewed the application form after he had provided Mr. Plummer with the information, he said no. [The OCG Officer] asked Mr. McIntyre if he had signed the affidavit, Mr. McIntyre said the application form was submitted on his behalf by either Johan O'Gilvie or David Phillips, persons who also provided bearer type services for him. **He also stated that he might have signed the affidavit prior to the Justice of the Peace signing, in an effort to fast track the process. He later confirmed that he did not sign the affidavit in the presence of the Justice of the Peace.**

[The OCG Officer] asked Mr. McIntyre to explain his relationship with Mr. Plummer. He replied that they had met on the grounds of the National Housing Trust (NHT) and **Mr. Plummer had a wealth of experience and had basically acted as a mentor to him. He also stated that Mr. Plummer had introduced and guided him in the business.** [The OCG Officer] asked Mr. McIntyre what was the nature of his expertise in the field of construction, **he stated that his expertise was mostly technology related and he mainly sourced materials locally and overseas.** [The OCG Officer] then asked why construction, Mr. McIntyre stated that he believed it was an industry poised for significant growth and he wanted to be a part of that.



[The OCG Officer] asked Mr. McIntyre if he had a personal relationship with anyone at the NHT, he replied Mr. Neville Cookhorne and Richard Beckford, and they were introduced to him by Mr. Plummer. [The OCG Officer] then asked Mr. McIntyre what kind of relationship developed between them; Mr. McIntyre stated that they provided technical advice/consultation and supervisory function for his company. [The OCG Officer] asked Mr. McIntyre to explain the functions Mr. Cookhorne and Mr. Beckford would undertake for him whenever he got contracts. Mr. McIntyre stated they would provide technical advice, and also find experts in the field to work for him. [The OCG Officer] asked if they provided any on-site assistance, Mr. McIntyre replied yes. [The OCG Officer] asked Mr. McIntyre to explain the terms of the agreement between them. Mr. McIntyre said there were no terms of agreement, [The OCG Officer] then asked if they were ever paid for their services, Mr. McIntyre stated that he believed so, since they were a part of his professional and technical team...

[The OCG Officer] asked Mr. McIntyre if after he was introduced to Mr. Neville Cookhorne and Mr. Richard Beckford if he personally dealt with them, he said no. [The OCG Officer] asked who would request qualifications and resumes for the staff; Mr. McIntyre replied that he would personally make the request and Mr. Plummer would follow up.

[The OCG Officer] asked Mr. McIntyre if the two NHT employees were aware that their names and credentials would be submitted on the NCC application form, he replied no, then later said he was not sure if they were fully aware.

[The OCG Officer] asked Mr. McIntyre if Mr. Plummer had submitted most of the information on the application form, Mr. McIntyre stated that Mr. Plummer had only assisted him in completing the application form. [The OCG Officer] asked Mr. McIntyre to state the names of the staff submitted on the application form, Mr.



McIntyre replied Vince and Robert Plummer. [The OCG Officer] stated that there was no Vince Plummer on the application form. Mr. McIntyre asked [The OCG Officer] to tell him who was on the application form. [The OCG Officer] reminded Mr. McIntyre that he previously stated that he supplied all the information on the application form.

[The OCG Officer] asked Mr. McIntyre if he recognized the handwriting that was on the application form, Mr. McIntyre stated that he did not recognize it. [The OCG Officer] asked who submitted project information; Mr. McIntyre stated that he supplied Mr. Plummer with the necessary information.

[The OCG Officer] asked Mr. McIntyre if he knew a Mr. Michael Taylor, he replied no. [The OCG Officer] then informed him that Mr. Taylor's name was on the application as the contact person for all his NHT projects. He then stated that he knew him through Mr. Plummer. [The OCG Officer] asked Mr. McIntyre to explain how he got the contracts, Mr. McIntyre replied through newspaper advertisements, or Mr. Plummer would notify him of upcoming contracts and sometimes the NHT office would call and inform him. He also stated that he could not speak to the assignment of the contracts because Mr. Plummer would normally deal with that aspect.

[The OCG Officer] told Mr. McIntyre that at present his company was awarded was awarded five (5) contracts but yet he was unable to give any information about how the contracts were awarded. Mr. McIntyre agreed. [The OCG Officer] asked Mr. McIntyre to tell him the name of the projects that he worked on with Mr. Taylor...Mr. McIntyre stated that he did not know...

[The OCG Officer] then asked Mr. McIntyre who had prepared his financial statements and Mr. McIntyre replied Joshua Hays. [The OCG Officer] asked Mr. McIntyre if it was he who had requested the financial statement and he said no, he had told Mr. Plummer to



do so. [The OCG Officer] then asked Mr. McIntyre how much money did the company earn in 2008, he replied Two Million Seven Hundred Thousand Jamaican dollars (J\$2,700,000.00). [The OCG Officer] then stated that based on the information on the financial statement he had understated his income. [The OCG Officer] then asked why was the financial statement being submitted now and not before. Mr. McIntyre said he was told that it was now a requirement by the NCC. [The OCG Officer] asked if he was told prior to that and he said no...

[The OCG Officer] asked Mr. McIntyre if he knew a Mr. Gavin Plummer, he said yes. [The OCG Officer] asked if there was any relation to Mr. Marlon Plummer, he said yes. [The OCG Officer] asked how he knew him, Mr. McIntyre replied that he knows of him but has never met him. [The OCG Officer] informed Mr. McIntyre that Mr. Gavin Plummer was among the staff on his application form. [The OCG Officer] asked if he knew of any other contractor that Mr. Plummer assisted, he replied Johan O'Gilvie..."

OCG's Second Interview with Mr. Maurice McIntyre which was dated 2009 December 30:

The OCG's second Interview with Mr. Maurice McIntyre disclosed, *inter alia*, the following:

"Mr. McIntyre was asked to attend a second meeting at the Office of the Contractor General (OCG) on December 30, 2009 to further discuss discrepancies found with his company's application for re-registration as a Grade 1-4 Contractor..."

[The OCG Officer] asked Mr. McIntyre what was his occupation, Mr. McIntyre stated that currently he owns and operates two businesses, the construction business and an IT business. [The OCG Officer] then asked Mr. McIntyre to state his qualifications; he replied his qualifications are in Computer Science. [The OCG Officer] asked Mr.



McIntyre if he was intimately involved with the construction business, Mr. McIntyre replied no, he was not. [The OCG Officer] then asked Mr. McIntyre if he had ever applied to the National contracts Commission (NCC), Mr. McIntyre replied no, someone else did...

[The OCG Officer] asked Mr. McIntyre what consideration was given to him for agreeing to be a part of a company that he was not intimately involved in. Mr. McIntyre replied that the consideration was that he was introduced to an industry of which he had a considerable amount of interest. [The OCG Officer] asked Mr. McIntyre if the company was basically operated by Mr. Plummer, Mr. McIntyre replied yes. [The OCG Officer] then asked if the cheques from the National Housing Trust (NHT) were collected by Mr. Plummer, he replied yes. [The OCG Officer] asked Mr. McIntyre if Mr. Plummer completed the tender documents and collected the cheques, he replied yes...

[The OCG Officer] then asked Mr. McIntyre to state the amount of contract document he has signed to date, he stated only one. [The OCG Officer] asked Mr. McIntyre to state the amount of money he received for his participation; he replied One Hundred Thousand Jamaican dollars (J\$100,000.00). Mr. McIntyre was asked if there were routine payments he replied no, payment was based on when the contract was awarded...

Mr. McIntyre was asked if the arrangement that existed between Johan O'Gilvie and Mr. Plummer was similar to the arrangement between himself and Mr. Plummer. Mr. McIntyre replied that he was not sure but could only assume.

[The OCG Officer] asked Mr. McIntyre if he knew the person who assisted Mr. Plummer with completing the application forms. Mr. McIntyre replied no, he only interacted with



Mr. Plummer. [The OCG Officer] asked Mr. McIntyre if Mr. Plummer had informed him that somebody would call him from the OCG, he said no...

[The OCG Officer] asked Mr. McIntyre if he had access to the joint account with Mr. Plummer, Mr. McIntyre replied that he knew about the joint account and he also had access to it...

[The OCG Officer] then asked if he knew a Ms. Mitzie Davis, or anybody at the OCG, he replied no. Mr. McIntyre was also asked if he knew anybody at the NHT, he said no..."

OCG's Interview with Mr. Johan O'Gilvie which was dated 2009 December 23:

The OCG's Interview with Mr. Johan O'Gilvie disclosed, *inter alia*, the following:

"Mr. O'Gilvie was contacted via telephone on December 23, 2009 to attend a meeting at the Office of the Contractor General (OCG) to discuss discrepancies found with his company's application for re-registration as a Grade 1- 4 Contractor..."

[The OCG Officer] asked Mr. O'Gilvie who had completed his application form, he replied he was assisted by his associate Mr. Marlon Plummer. Mr. O'Gilvie explained that both himself and Mr. Plummer along with three other contractors work together cohesively and pool resources on-site. He further stated that Mr. Plummer is the key member in the group because he has the most experience. [The OCG Officer] asked Mr. O'Gilvie to name the other contractors in the group; Mr. O'Gilvie replied Amoy Guthrie, Lucien Lawrence and Maurice McIntyre...

[The OCG Officer] asked Mr. O'Gilvie how long he was operating as a Contractor. Mr. O'Gilvie replied since November 2004, almost six years. [The OCG Officer] asked Mr.



O’Gilvie if he was a sole proprietor, he replied yes, formally since 2005 but started informally in 2004. [The OCG Officer] asked if all his contracts were with the National Housing Trust (NHT), he replied no, he completed a project for the Ministry of Agriculture- clearing and ripping of 100 acres in Amity Hall, St. Catherine. Mr. O’Gilvie was asked to state how long he has been working on projects for the NHT. Mr. O’Gilvie replied he has been working with the NHT since 2006.

*[The OCG Officer] asked Mr. O’Gilvie to describe his relationship with Mr. Plummer. Mr. O’Gilvie replied it was an informal association; they basically pooled resources with the other contractors when they worked on a project, and he was the person in the group with the most experience. **Mr. O’Gilvie was asked who previously completed his application forms; he replied Mr. Plummer completed both previous and current application forms.***

[The OCG Officer] asked Mr. O’Gilvie if there was a fee charged to complete the application forms, he replied no. Mr. O’Gilvie was asked to name the key staff members on his current application form; Mr. O’Gilvie replied Mr. Rodney Chin professional staff and Mr. Michael Clarke, technical staff. [The OCG Officer] asked Mr. O’Gilvie if it was the same Rodney Chin that was before the courts, he replied yes. [The OCG Officer] then asked what kind of work did Rodney Chin perform for the company, he replied he acted as a consultant. [The OCG Officer] asked Mr. O’Gilvie if Mr. Rodney Chin was employed full-time to his company, he stated Mr. Chin is well paid so yes I consider him to be full-time.

[The OCG Officer] asked Mr. O’Gilvie when his firm was established, he replied in 2005. [The OCG Officer] informed Mr. O’Gilvie that his application states that Rodney Chin has been with the firm for seven years, however if the firm was established in 2005 then Rodney Chin would have worked with the company for four years instead of seven.



Mr. O’Gilvie stated that he could not be expected to recall every detail on his application form. [The OCG Officer] asked Mr. O’Gilvie if he had completed the form. He replied no, he did not complete the form but he signed the affidavit. [The OCG Officer] asked if he had signed in the presence of the Justice of the Peace, he said yes. Mr. O’Gilvie was asked to state the name of the Justice of the Peace, he replied Maria Bobb...

[The OCG Officer] asked Mr. O’Gilvie how many full-time staff members were employed to his business. Mr. O’Gilvie stated Rodney Chin was his full-time professional staff, Michael Clarke and Barrington Herbert were his full-time technical staff and Alerijah Perry and Milton Gilpen were his full-time supervisors. [The OCG Officer] asked Mr. O’Gilvie if he owned any equipment, he said no, everything is rented except minor tools for example hand-drills. [The OCG Officer] asked Mr. O’Gilvie to state the company he rented his equipment from and a contact person; he stated B&J Equipment and the contact person as Ms. Bennett. Mr. O’Gilvie was asked if he had receipts to prove this, he said he should be able to locate a few...

[The OCG Officer] asked Mr. O’Gilvie if they all tendered for contracts, he replied no and further stated that they have never grouped on a tendering process but after the contract has been executed that is when the relationship begins.

[The OCG Officer] asked Mr. O’Gilvie to name the contact persons at the NHT that he liaised with regarding the Small Contractors Programme, He stated that the Project Officer for Morris Meadows was Seric Smith and the Project Officer for New Yamouth Housing Development was Richard Schloss. **[The OCG Officer] told Mr. O’Gilvie that his application showed that he had undertaken several projects for the NHT and he had listed an officer as the contact person for all the projects, Mr. O’Gilvie was asked to name the Officer, He stated that he was unable to recall...**



[The OCG Officer] asked Mr. O’Gilvie to state the amount of money earned from construction projects over the last five years, he replied three million a year. [The OCG Officer] then stated that is about fifteen million in total, he replied yes but it would not have been exactly three million a year for five years but roughly three million a year for three or four years. [The OCG Officer] then asked how much income was earned for 2008, Mr. O’Gilvie replied between one and two million dollars. Mr. O’Gilvie was asked to list his current assets; he replied electronic cutters, generators, compressors etc.

Mr. O’Gilvie was asked to name the person who prepared his financial statements and their location, **he replied Joshua Haye & Company** at 43, Merrion Road, Kingston 3. [The OCG Officer] informed Mr. O’Gilvie that the information on the financials representing his income earned from contracts was not reconciling with the information submitted on the application form. Mr. O’Gilvie replied that the financial information and how much income is presented to an account are two different extreme. He further stated that the NCC needed to implement a help desk to assist contractors because he did not want to be implicated in fraud because of inconsistency or an error on his application form. [The OCG Officer] informed Mr. O’Gilvie that the OCG had officers readily available to assist contractors with whatever assistance they needed as it related to the registration process...

[The OCG Officer] asked Mr. O’Gilvie if Rodney Chin had worked with him on any of the NHT projects, he stated yes. He was also asked if Michael Clark and Errol were still employed to his company, he replied Michael was still employed but Errol was not. [The OCG Officer] asked Mr. O’Gilvie if he could recall having any personal interchanges with any staff member of the OCG, he said no. [The OCG Officer] then asked if he knew a Mitzie Davis, he replied no...” (OCG Emphasis)



OCG's Interview with Mr. Lucien Lawrence which was dated 2009 December 23:

The OCG's Interview with Mr. Lucien Lawrence disclosed, *inter alia*, the following:

"Mr. Lawrence was contacted via telephone on December 22, 2009 to attend a meeting at the Office of the Contractor General (OCG) on December 23, 2009 to discuss discrepancies found with his company's application for re-registration as a Grade 1- 4 Contractor..

Mr. Lawrence was asked if he had completed his application form, he replied yes. [The OCG Officer] asked Mr. Lawrence how long was he in business; he said he was registered in 1995 or 1996. [The OCG Officer] informed him that he was actually registered in 2005. [The OCG Officer] asked Mr. Lawrence to state where he operated from, he replied from home. Mr. Lawrence was also asked if he owned any equipment, he stated no, he rented the equipment.

[The OCG Officer] asked Mr. Lawrence to state the name of the company from which the equipment was rented, [The OCG Officer] stated that he rented from private persons; however, he rented the majority of the equipment from Marlon Plummer. Mr. Lawrence was asked if he had receipts to prove it, he said yes. [The OCG Officer] asked Mr. Lawrence to state the estimated value of work he had completed in 2008; he replied three to four million dollars...

[The OCG Officer] asked Mr. Lawrence to state the names of his professional, and supervisory staff, Mr. Lawrence stated that Mr. Richard Beckford and Mr. Neville Cookhorne were his professional staff while himself and Vince Plummer were the supervisory staff. [The OCG Officer] asked Mr. Lawrence if Vince Plummer was related to Marlon Plummer, he said yes.



[The OCG Officer] asked Mr. Lawrence to state the projects and their values which he completed for the NHT. Mr. Lawrence stated that he constructed two (2) bedroom units for Manley Meadows, Phase two. [The OCG Officer] asked Mr. Lawrence who was the contact person at NHT that he liaised with regarding the Small Contractors Programme; he replied Mr. Clarke and Mr. Lawrence. [The OCG Officer] asked Mr. Lawrence if he knew a Michael Taylor, he replied yes, but not personally.

...Mr. Lawrence was asked to explain how he submitted his application to the NHT; he replied he left it at the front desk. **[The OCG Officer] asked Mr. Lawrence who assisted him with onsite supervision, he stated Vince Plummer. Mr. Lawrence was asked to state the type of services Mr. Cookhorne and Mr. Beckford provided for his company, he replied consulting services. [The OCG Officer] asked Mr. Lawrence if Mr. Cookhorne and Mr. Beckford were paid for their services, he said no because he could not afford to pay them.** [The OCG Officer] informed Mr. Lawrence that Mr. Cookhorne and Mr. Beckford which he had stated were his professional staff was not submitted on his current application.

Mr. Lawrence was asked if he had completed his application form, he replied no, because he was busy, so he asked Mr. Plummer to complete it. [The OCG Officer] asked Mr. Lawrence who provided the information; he replied that Mr. Plummer gave him some advice as to what to do. [The OCG Officer] asked Mr. Lawrence how he knew Mr. Cookhorne and Mr. Beckford, Mr. Lawrence did not respond.

[The OCG Officer] then asked if they would sometimes visit the site of the projects, he replied yes, both himself and Mr. Plummer would sometimes pick them up and carry them on-site. **Mr. Lawrence was asked how long he knew Mr. Cookhorne and Mr. Beckford, he replied since 1997.**



Mr. Lawrence was again asked to state the name of the person that completed his application; he replied either Mr. O’Gilvie or Mr. Plummer. [The OCG Officer] informed Mr. Lawrence that Mr. O’Gilvie stated that he did not understand how to complete the application form, so it could not have been him and it could not have been Mr. Plummer because the handwriting on the current application form was not that of Mr. Plummer.

[The OCG Officer] asked Mr. Lawrence who was the Justice of the Peace had signed on the affidavit, he replied Maria Bobb. [The OCG Officer] asked Mr. Lawrence if he went to her office, he replied both he and Mr. Plummer went to her office. **[The OCG Officer] then asked if he had signed the affidavit in Ms. Bobb’s presence, he said he did not; it was Mr. Plummer who signed the affidavit.**

[The OCG Officer] asked Mr. Lawrence if he gave Mr. Plummer the information to put on the application form, Mr. Lawrence replied yes he would advise Mr. Plummer and sometimes Mr. Plummer would tell him what staff to use on the application form. [The OCG Officer] asked Mr. Lawrence if he had sold his equipment because on his previous application he stated that he owned equipment and on his current application he is stating that he rents his equipment, Mr. Lawrence replied that Mr. Plummer controlled that aspect so he was unable to say.

[The OCG Officer] asked Mr. Lawrence if he owned a pick-up, scaffolding, generator and a truck, he replied that he did not know about that. [The OCG Officer] asked Mr. Lawrence who had prepared his financial statements, Mr. Lawrence stated that he could not recall, but Mr. Plummer would know.

[The OCG Officer] asked Mr. Lawrence who owned the company; he replied that he is new to the business so he asked Mr. Plummer to basically operate it. [The OCG



Officer] asked Mr. Lawrence if he paid his taxes, Mr. Lawrence replied yes, from inception, but not recently because he has not received any work since 1998. [The OCG Officer] informed Mr. Lawrence that the OCA report showed that he received contracts in 2006 and 2007. Mr. Lawrence replied he was confusing the years...

[The OCG Officer] asked Mr. Lawrence if he subcontracted out work to other contractors, he replied no. [The OCG Officer] informed Mr. Lawrence that his financial statements stated that he subcontracted work to the value of One Million seven Hundred Thousand (1,700,000.00) and that he owns plant and equipment. Mr. Lawrence replied that Mr. Plummer would be able to give an explanation.

Mr. Lawrence was asked if he was an engineer, he replied no, he is a teacher by profession. [The OCG Officer] then asked if he had anything to do with the 'running' of the company, he replied he is trying to learn as much about the business but Mr. Plummer is the person that operates it. He further stated that he would really like to get more involved with the company but Mr. Plummer would never give him that chance.

[The OCG Officer] asked Mr. Lawrence to explain how the money is shared, he replied that Mr. Plummer gives him what he is to get and then take the rest. [The OCG Officer] asked Mr. Lawrence to state how much money was given to him by Mr. Plummer, he stated a meager amount of One Hundred Thousand Jamaican dollars (J\$100,000.00). [The OCG Officer] asked Mr. Lawrence to explain the arrangement between him and Mr. Plummer, he stated that Mr. Plummer told him to tender for the projects and he would take care of the rest. [The OCG Officer] asked Mr. Lawrence if he knew Amoy Guthrie and if Mr. Plummer had a similar arrangement with her, he said yes he knew Ms. Guthrie, and she was a small contractor, but he did not know about any arrangement between Mr. Plummer and her.



[The OCG Officer] asked Mr. Lawrence if he knew Mitzie Davis, he said no. [The OCG Officer] asked Mr. Lawrence where he met Mr. O'Gilvie, he replied at a site meeting. Mr. Lawrence was asked if he knew Mr. Maurice McIntyre, he said the name sounded familiar but he could not recall. [The OCG Officer] asked Mr. Lawrence to confirm if Mr. Plummer would perform the contracts that were awarded to his company (Lucien Lawrence), Mr. Lawrence said yes. **[The OCG Officer] asked the value of the consideration that was paid to him by Mr. Plummer and how often it was paid, he replied One Hundred Thousand Jamaican dollars (J\$100,000.00) and he would pay him every now and then. [The OCG Officer] asked Mr. Lawrence to name that particular project; he replied the project Frome Housing Development.**

Mr. Lawrence was asked if he knew anybody at NHT that assisted Mr. Plummer, he said no. [The OCG Officer] asked Mr. Lawrence if Mr. Plummer had given him the names of Mr. Beckford and Mr. Cookhorne to use on his application, he stated that Mr. Plummer told him that these persons would be working with him as part of the team. [The OCG Officer] asked Mr. Lawrence if Mr. Plummer had told him where they worked, he replied yes, he told him they worked at the NHT.

[The OCG Officer] asked Mr. Lawrence to state the name of the school and the subjects he teaches, Mr. Lawrence stated that he teaches Social Studies and Visual Arts at the Meadowbrook High School, he was then asked to explain his seventeen (17) years of experience in Civil Engineering, Painting and Decorative finishes and Building Construction which was on his current application form. He replied that he has some experience but not to that extent. [The OCG Officer] asked Mr. Lawrence if he knew Michael Palmer, he replied yes but not personally, he further stated that he was a part of the business some time ago but he is no longer working with the company.



[The OCG Officer] asked Mr. Lawrence to state if on his initially (sic) application for registration to the NCC if a physical verification or an inspection of his business was done, he replied no. Mr. Lawrence was asked if he recalls ever receiving an inspection via telephone, he said no.

[The OCG Officer] asked Mr. Lawrence if he could recall submitting his initial application form to the NCC, he replied no. [The OCG Officer] asked Mr. Lawrence if (sic) knew that the application form stated that he had fifteen years experience as a manager and supervisor, he replied he was not aware of that.

Mr. Lawrence was asked if he actually worked on the projects submitted on his initial application, he said no, but Mr. Plummer told him about them. [The OCG Officer] asked Mr. Lawrence if he had signed the affidavit, he replied he thought so because he could recall receiving some documents to sign from Mr. Plummer. [The OCG Officer] showed Mr. Lawrence the affidavits for the years 2005, 2008 and 2009 and to confirm his signature on each. Mr. Lawrence confirmed that his signature was on the affidavit for 2005 but not for the affidavits of 2008 and 2009.

[The OCG Officer] asked Mr. Lawrence if he would be willing to accept responsibility if something went wrong with his company, he said Mr. Plummer asked him to become a business partner and it was all Mr. Plummer's idea...

[The OCG Officer] asked Mr. Lawrence who would collect the cheques from the NHT; Mr. Lawrence replied Mr. Plummer would. [The OCG Officer] then asked how would the cheques be changed, Mr. Lawrence replied that he has a joint account with Mr. Plummer and the cheques would be lodged to that account. [The OCG Officer] asked Mr. Lawrence if he knew if Mr. Plummer was paying the taxes for the company,



Mr. Lawrence replied that he asked him if the taxes were up to date and he said yes, so he was not really sure...” (OCG Emphasis)

OCG’s Interview with Mr. Marlon Plummer which was dated 2009 December 23:

It is instructive to note that the OCG conducted three (3) interviews with Mr. Marlon Plummer, Managing Director, Intouch Construction and Security Ltd. The referenced interviews were conducted on 2009 December 23, 2009 December 31 and 2010 January 4.

The OCG’s Interview with Mr. Marlon Plummer, which was conducted on 2009 December 23 disclosed, *inter alia*, the following:

“Mr. Plummer was contacted on December 22, 2009 to attend a meeting at the Office of the Contractor General (OCG) on December 23, 2009 to discuss discrepancies found with his company’s application for re-registration as a Grade 1-4 Contractor...”

[The OCG Officer] asked Mr. Plummer if he knew Mitzie Davis, he stated yes, he met her at the front desk when the OCG was located at Knutsford Boulevard. Mr. Plummer was asked to describe the nature of their relationship; Mr. Plummer stated that he was directed to her by the receptionist as he had requested some assistance with completing the application form. The OCG Officer asked where did (sic) relationship go from there and he replied he continued to see her.

[The OCG Officer] asked if he had ever paid her for her assistance, he replied no and he was never asked by her to pay. [The OCG Officer] asked Mr. Plummer how long he has been with the NHT Small Contractor Programme and how was he introduced. He replied five years and he completed and submitted an application, he was shortlisted and contacted to come in. [The OCG Officer] asked Mr. Plummer what were the



requirements, he stated that he could not recall. Mr. Plummer was asked to state the names (sic) of the contact person at NHT that he liaise with, he replied that he dealt with everybody and not any one person.

... Mr. Plummer was asked to try and remember the project officers he dealt with on each project. He stated Michael Laing on the Wicky Wacky project, Mr. Lawrence on the Waterhouse development project, Mr. Michael Watson on the Longville housing development project and Omar Stanley the Frome Housing development project. [The OCG Officer] asked Mr. Plummer what association he had with Mr. Michael Taylor at NHT; he replied Mr. Taylor was a manager at the NHT.

[The OCG Officer] asked Mr. Plummer how many persons he has on staff; Mr. Plummer replied his staff count depended on the volume of work recieved. [The OCG Officer] then asked Mr. Plummer to state the names of his full-time professional and supervisory staff submitted on his application he replied Mr. Beckford and Mr. Cookhorne. [The OCG Officer] informed Mr. Plummer that Mr. Cookhorne and Mr. Beckford was not on his application form. Mr. Plummer apologized and stated his full-time professional staff is Mr. Saunders and Mr. Dean Bradshaw and his supervisory staff consists of Vince and Gavin Plummer. [The OCG Officer] asked if his supervisors were of any relation to him, he replied yes, his nephews...

He was asked to state the equipment he owned, he replied compactors, scaffolding, hammers etc [The OCG Officer] asked if he owned any vehicles, he said no. [The OCG Officer] informed him that his application showed that he owned a truck, Mr. Plummer did not respond...

[The OCG Officer] asked Mr. Plummer if there was a security aspect to his business, he replied yes, he had started that business before the construction business but had to



close it in 2003 or 2004. [The OCG Officer] asked Mr. Plummer if he had received contracts from any other public body than the NHT, he replied yes, Airports Authority, Ministry of Agriculture and Central Sorting Office. [The OCG Officer] asked Mr. Plummer whom he rented his equipment from, he replied Mr. Campbell, [The OCG Officer] asked Mr. Plummer if he had the receipts to prove it and he said yes.

[The OCG Officer] asked Mr. Plummer if he worked with any other persons to bid on contracts, he replied no. [The OCG Officer] then asked if after he had gone through the tender process if he would pool resources with the other contractors, he said yes. He was asked to state the names of the contractors, he replied, Johan O’Gilvie, Amoy Guthrie, Lucien Lawrence and Maurice McIntyre. Mr. Plummer was asked to state the services he offered the four contractors; he replied that he offered ideas if they were working on the same projects and if he had the time he would identify qualified staff to work for them. [The OCG Officer] asked Mr. Plummer to state the name of one other contractor other than the four mentioned that he worked with, he said Lawson Construction...

[The OCG Officer] asked Mr. Plummer if he had completed the application form for the other four contractors, he stated no just Maurice McIntyre. [The OCG Officer] asked Mr. Plummer how involved was he with the other members of the group, he replied he offered advice and considered himself a mentor to them. [The OCG Officer] asked Mr. Plummer if when he had called the OCG to check on the status of his application form if he had enquired about the other four contractors, he replied yes he did out of concern...”(OCG Emphasis)



OCG's Second Interview with Mr. Marlon Plummer which was dated 2009 December 31:

The OCG's Second Interview with Mr. Marlon Plummer disclosed, *inter alia*, the following:

“Mr. Plummer was contacted on December 30, 2009 to attend a second meeting at the Office of the Contractor General (OCG) on December 31, 2009 to discuss discrepancies found with his company's application for re-registration as a Grade 1-4 Contractor...

[The OCG Officer] asked Mr. Plummer if he had completed the application forms for Amoy Guthrie, Lucien Lawrence, Maurice McIntyre and Johan O' Gilvie, Mr. Plummer replied that he only completed the application forms for himself and Maurice McIntyre. [The OCG Officer] asked Mr. Plummer to explain how he assisted the four contractors; he replied that he assisted them with writing information on the form because they were not full (sic) aware of the process. [The OCG Officer] showed Mr. Plummer the handwriting on the application forms for Maurice McIntyre and Intouch Construction, [The OCG Officer] then asked if his handwriting had changed. Mr. Plummer stated that he wrote on both forms and he would not answer that question. [The OCG Officer] asked Mr. Plummer if he wrote on Lucien Lawrence's application form, he replied no.

[The OCG Officer] asked Mr. Plummer to explain his relationship to the other four contractors, he replied that (sic) worked together and that was the only affiliation. [The OCG Officer] asked Mr. Plummer if he knew Ms. Guthrie, he replied yes he knew her. [The OCG Officer] then stated if she studied construction, he replied yes. Mr. Plummer further stated that he had been in the construction business a very long time and was well known by many persons...



The OCG Officer] informed Mr. Plummer that there were some major issues with his application form and the OCG was only interested in getting to the truth. I know that (sic) have not been forthright.

[The OCG Officer] asked Mr. Plummer if he had a bank account with National Commercial Bank, Knutsford branch, he replied yes. [The OCG Officer] ask Mr. Plummer what name was on the account, he replied that the account was a joint account with Maurice McIntyre. [The OCG Officer] then asked Mr. Plummer if he also had other NCB joint accounts with Mr. O’Gilvie, Mr. Lawrence, and Ms. Guthrie, he said yes but later stated for the record that he did not have a joint account with Mr. O’Gilvie. [The OCG Officer] asked Mr. Plummer if the accounts were savings account, he replied yes. [The OCG Officer] asked if Mr. Plummer maintained joint account with other contractors other than the four that was listed, he replied no.

*[The OCG Officer] asked Mr. Plummer if he would consider Mr. Lucien Lawrence a good friend, he replied that he knew Mr. Lawrence for three years and they had built up a certain level of trust. [The OCG Officer] then asked Mr. Plummer if he knew Mr. Lawrence’s profession, he replied he was not sure but he thinks he studied at the University. He later stated that Mr. Lucien was a teacher by profession. [The OCG Officer] asked Mr. Plummer if he knew the profession of Mr. McIntyre, he replied information Technology and computers ... **[The OCG Officer] asked Mr. Plummer to explain Mr. McIntyre four years in Building Construction, Civil Engineering and Road Maintenance that was stated on his application form. He replied that these persons have been around for a period of time and he has given them projects to do of that nature, [The OCG Officer] asked if what other contractor he would give works of that nature, he replied Lucien Lawrence.***



[The OCG Officer] asked Mr. Plummer to state the type of resources he would normally pool with the other four contractors; he replied workforce, material and equipment. [The OCG Officer] asked Mr. Plummer if he was aware that the handwriting on the applications of the four contractors was similar to the handwriting of Mitzie Davis, he replied that he was not aware. [The OCG Officer] then asked Mr. Plummer if he wanted to retract his previous statement that he completed the application forms for himself and Maurice McIntyre. Mr. Plummer asked [The OCG Officer] (sic) it was the same application forms that he had shown him earlier, [The OCG Officer] replied yes and showed him again the application forms for Lucien Lawrence, Maurice McIntyre and Intouch Construction. Mr. Plummer did not respond...

[The OCG Officer] asked if Amoy Guthrie, Lucien Lawrence, Johan O’Gilvie and Maurice McIntyre paid their own staff and utilities as represented on their financials, he replied yes. [The OCG Officer] then asked if the OCG were to request the banking (sic) records it would show their signature on the withdrawal slips, since they would be making the payment themselves through their own accounts, he replied yes.

[The OCG Officer] asked Mr. Plummer if money in the joint account with Mr. McIntyre was his or was it a joint account in name only, he replied in name only. [The OCG Officer] asked Mr. Plummer if he made any withdrawals from the accounts, he replied yes to but (sic) materials and to pay utilities and he gets authorization from the others to do so. [The OCG Officer] asked Mr. Plummer when did he last see and speak to Amoy Guthrie, he stated about three weeks ago.

[The OCG Officer] asked Mr. Plummer if he attended site meeting on behalf of Amoy, Lucien, Johan and Maurice, he replied no. [The OCG Officer] then asked if he had ever seen these persons at a site meeting, he said yes, periodically. **[The OCG Officer] asked**



Mr. Plummer if he collected and lodged cheques on behalf of Amoy, Lucien, Maurice and Johan, he replied yes.

[The OCG Officer] asked Mr. Plummer if he assisted the other four contractors with preparing their financial statements, he said yes. [The OCG Officer] asked Mr. Plummer to state the name of his accountant, he replied that he would submit his financial statements if requested, but he will not answer that question...

[The OCG Officer] asked Mr. Plummer if he collected his NCC certificate for 2008, he replied yes. [The OCG Officer] informed that based on the records of the OCG, he did not and it was actually a bearer associated with Ms. Davis that collected it. [The OCG Officer] asked Mr. Plummer who completed the application form, he replied Ms. Mitzie Davis. [The OCG Officer] then asked what the consideration over the years was, Mr. Plummer replied that he has never paid Ms. Davis and she has never asked him to pay. [The OCG Officer] asked how so, he replied that they had mutual friends and so they became close. He later stated however that he gave her gifts as tokens of his appreciation. [The OCG Officer] asked Mr. Plummer if he knew persons at the OCG who were involved, he stated that it was just Ms. Davis, he was asked if she had approached him about completing the application forms, he said yes.

[The OCG Officer] asked Mr. Plummer if he could recall a physical inspection being conducted of his company by an OCG inspector, he replied no he got a call from a gentleman who asked him some questions about the company. **[The OCG Officer] asked Mr. Plummer who submitted the names of the NHT employees of (sic) the application forms, he replied he did.** He was also asked how well he knew Mr. Taylor, Mr. Plummer replied that he has been working with NHT since 1999 and he from time to time would play football with Mr. Taylor.



[The OCG Officer] asked Mr. Plummer if Ms. Davis had a relationship with the other four contractors, he stated that he was not sure. [The OCG Officer] asked Mr. Plummer if Ms. Davis had signed on the affidavits for Intouch Construction, Maurice McIntyre, Amoy Guthrie, Lucie (sic) Lawrence and Johan O’Gilvie, he replied he could not speak to that. [The OCG Officer] asked Mr. Plummer what documents he submitted for the four contractors when they first applied. He stated that he did not submit anything Ms. Davis completed and submitted the application forms. [The OCG Officer] asked Mr. Plummer if the certificates for everybody were collected by Ms. Davis’ bearer, he replied yes. [The OCG Officer] asked if Ms. Davis charged the other four contractors for her services, Mr. Plummer said no.

[The OCG Officer] asked Mr. Plummer if Lucien Lawrence, Maurice McIntyre and Johan O;Gilvie were authentic contractors who owned and operated their own business, he replied yes...”

The OCG’s Third Interview with Mr. Marlon Plummer which was dated 2010 January 4:

The OCG’s third Interview with Mr. Marlon Plummer disclosed, *inter alia*, the following:

“Mr. Plummer contacted the office of the Contractor general (OCG) on the (sic) December 31, 2009 and requested a follow-up meeting on January 4, 2010 with [OCG Officers]... to discuss the discrepancies found with his company’s application for re-registration as a Grade 1-4 Contractor...”

[The OCG Officer] then asked Mr. Plummer if he still maintained that all four contractors were authentic contractors that owned and operated their businesses, he replied yes.



[The OCG Officer] informed Mr. Plummer the OCG knew that Richard Schloss from the NHT has been with your organization for a couple of years as a member of your staff, also that Maurice McIntyre and Lucien Lawrence are not contractors and out of the two or three million worth of contracts they received they only got consideration. Mr. Plummer stated that he disagreed with that statement...

Mr. Plummer said he wanted to state for the record that Mr. Schloss, Mr. Cookhorne and Mr. Beckford did not know that he was using them as a part of his staff nor did they know that he was submitting their qualifications to the NCC. Mr. Plummer further stated that the other four contractors are not shell companies, as they all knew exactly what was happening. I am just the main person because of my experience but they agreed to go along with it. [The OCG Officer] asked Mr. Plummer if he was the 'real' contractor he replied no the other four as well... [The OCG Officer] asked when there is an award of a contract for two million dollars is it Mr. Lawrence that gets that money, Mr. Plummer replied yes but to be honest he receives a percentage of that money for services he provides for them.

[The OCG Officer] asked Mr. Plummer how much he paid these people when the contracts were awarded, Mr. Plummer replied that they paid him if there is a cost to be incurred, and he does not pay them, they are in charge of their money. [The OCG Officer] asked Mr. Plummer if they go to the bank and withdraw money on their own, Mr. Plummer replied no, he does that for them but there is an understanding between them about everything. [The OCG Officer] again asked Mr. Plummer if Mr. Lawrence and Mr. McIntyre possessed the capacity to execute a contract, he replied yes.

[The OCG Officer] informed Mr. Plummer that his information was not reconciling with the information received formally. [The OCG Officer] asked Mr. Plummer if he had approached the other four contractors about starting a company. He replied no



they approached me but the consensus was he would perform the bulk of the work. [The OCG Officer] asked Mr. Plummer how much money he received from Amoy Guthrie and Lucien Lawrence, Mr. Plummer replied that he did not want to answer that question. [The OCG Officer] then asked if they would pay him to administer a contract, he replied they would pay him for what they could not do and for attending site meetings as a representative for them. [The OCG Officer] asked Mr. Plummer to explain the nature of Mr. Schloss' involvement; he replied nobody at the NHT knows about his close affiliations with the other four contractors, maybe just accounts would see me collecting cheques from time to time...

Having regard to the foregoing interviews which were conducted by the OCG and the sworn testimonies which were received from the five (5) suspected 'sham contractors', the following discrepancies were deemed to be of significant import:

1. That despite listing certain NHT Personnel as members of their staff complement, **all** five (5) of the referenced suspected 'sham contractors' indicated that they do not and have never had a personal, business or other relationship with, or are in any way related to any Public Officer/Official of the NHT.
2. That Ms. Amoy Guthrie, who had detailed on her NCC Application Form that Mr. Richard Beckford, and Mr. Neville Cookhorne were a part of her staff complement, disclosed to the OCG that the referenced individuals were listed but were never employed.

Ms. Guthrie also informed the OCG that the extent of her relationship with Mr. Richard Schloss, Mr. Neville Cookhorne and Mr. Richard Beckford was personal due to her involvement in performing work for the NHT and that the named individuals have never performed or assisted her in carrying out any works.



3. That Mr. Maurice McIntyre, Ms. Amoy Guthrie and Mr. Lucien Lawrence admitted to the OCG that Mr. Marlon Plummer had recommended that the NHT personnel be represented on their respective NCC Application Forms.
4. That Mr. Maurice McIntyre, who listed Mr. Neville Cookhorne and Mr. Richard Beckford, amongst the individuals who comprised his staff complement on his NCC Contractor Registration Forms, indicated, that the referenced individuals were listed but were never employed.

Mr. McIntyre also informed the OCG that the extent of his relationship with the referenced individuals was of a personal nature and that the said individuals have never assisted him with the execution of any works.

5. That Mr. Lucien Lawrence, who disclosed to the OCG in his sworn response of 2011 July 26, that Mr. Richard Beckford and Mr. Neville Cookhorne, both NHT employees, were members of his staff complement, further informed the OCG that certain individuals including Mr. Neville Cookhorne and Mr. Richard Beckford, were listed on the application but were never employed.

Mr. Lawrence also stated that the extent of his affiliation with the named individuals was of a personal nature, due to his involvement with the NHT, and that the referenced individuals had never provided any assistance or worked on his behalf.

6. That Mr. Marlon Plummer, who indicated on his NCC Contractor Registration Forms that Mr. Earl Saunders and Mr. Richard Schloss, both NHT employees, comprised his staff complement, disclosed to the OCG that the referenced individuals were listed, but were, not employed.



7. That Mr. Marlon Plummer confirmed the allegations which were made by Mr. Maurice McIntyre, Ms. Amoy Guthrie and Mr. Lucien Lawrence, that recommendations were made by him for the use of the names and particulars of Mr. Neville Cookhorne, and Mr. Richard Beckford, both employees of the NHT, on their respective NCC Application Form.
8. That Mr. Marlon Plummer indicated that the basis upon which he recommended NHT personnel to the referenced 'sham contractors' was due to (a) the application requiring Technical persons to be listed and (b) that he was neither aware nor did the Application Form state that individuals from the NHT were ineligible for the application.
9. That Ms. Amoy Guthrie, Mr. Maurice McIntyre and Mr. Lucien Lawrence, disclosed to the OCG that they were also provided with the credentials of the referenced NHT Personnel by Mr. Marlon Plummer.
10. That Mr. Marlon Plummer admitted to the OCG that he did not receive authorization and/or consent from (a) Mr. Richard Schloss and (b) Mr. Earl Saunders to utilize their names and credentials to reinforce your applications to the NCC.
11. That Mr. Marlon Plummer admitted that he provided Mr. Lucien Lawrence, Ms. Amoy Guthrie and Mr. Maurice McIntyre with the credentials (academic and professional qualifications) of (a) Mr. Neville Cookhorne, and (b) Mr. Richard Beckford.
12. That Mr. Marlon Plummer admitted that he did not receive authorization and directions from (a) Mr. Neville Cookhorne and (b) Mr. Richard Beckford to recommend and/or refer their 'services' to Mr. Lucien Lawrence, Ms. Amoy Guthrie and Mr. Maurice McIntyre for use on their NCC Contractor Registration Applications Forms.



13. That Mr. Marlon Plummer informed the OCG that the referenced credentials were in his possession for use on other private projects prior to submission to the NCC.



THE ROLE AND/OR INVOLVEMENT OF NHT PERSONNEL IN THE COMMISSION OF FRAUD AGAINST THE NATIONAL CONTRACTS COMMISSION

Having regard to the sworn testimonies which were provided to the OCG and the disclosures which were made by the subject suspected ‘sham contractors’, during the interviews which had been conducted, amongst other things, it was found that the NCC Contractor Registration process was infiltrated by fraud.

In addition, the OCG discovered that certain NHT personnel were listed by the suspected ‘sham contractors’ on their respective NCC Contractor Registration Application Forms and, as such, the OCG sought to discern the extent to which, if at all, certain NHT personnel were involved in the fraud which was committed against the NHT.

The OCG, by way of its Statutory Requisition which was dated 2011 August 16, posed the following Question to Mr. Richard Beckford:

“Do you know, or do you have, or have you had a personal, business or other relationship with, or are you in any way related to any of the following Contractors (a) Amoy Guthrie, (b) Lucien Lawrence, (c) Johan O’Gilvie, (d) Maurice McIntyre and/or (e) Intouch Construction & Security Company Limited/Marlon Plummer? If yes, please indicate:

(a) The full name of the Contractor;

(b) The length of time that you have known the said Contractor; and



(c) *A full description of the nature of the relationship between yourself and the Contractor.*¹⁶⁴

In response to the foregoing, Mr. Richard Beckford, by way of his sworn response which was dated 2011 September 8, stated as follows:

“Marlon Plummer

5 years

*Mr. Plummer is a contractor who I became acquainted with while working on the job.”*¹⁶⁵

By way of the OCG’s Statutory Requisition which was dated 2011 August 16, the OCG also posed the following question to Mr. Richard Beckford:

“Are you aware that you were represented as an employee of Mr. Maurice McIntyre, on his National Contracts Commission’s Application Form? If yes, please provide responses to the following questions:

(a) Were you, at any time, employed by Mr. Maurice McIntyre? If yes, please state the date on which the said employment commenced;

(b) Full particulars of the service(s) which you provided to Mr. Maurice McIntyre.

(c) The terms of said employment;

*(d) A list of the projects which you assisted Mr. Maurice McIntyre in executing;
and*

¹⁶⁴ OCG Requisition which was dated 2011 August 16, Question 24.

¹⁶⁵ Response 24.



(e) The remuneration which you received for the services which you provided to Mr. Maurice McIntyre.

If your response to Question # 20A is 'No', please provide, to the best of your knowledge, full particulars of the circumstances by which the named contractor came in possession of your credentials."¹⁶⁶

Mr. Richard Beckford, in his sworn response which was dated 2011 September 8, informed the OCG of the following:

"I was made aware of this for the first time by the OCG office while they were conducting an investigation in December 2009.

- (a) No*
- (b) I have not provided service at any time*
- (c) No, was never employed.*
- (d) None*
- (e) Was never employed by, did not received remuneration.*

Do Not Know."¹⁶⁷

The OCG, by way of its Statutory Requisition which was dated 2011 August 16, further posed the following Question to Mr. Richard Beckford:

"Are you aware that your name was listed as an employee of Ms. Amoy Guthrie on her National Contracts Commission's Application Form? If yes, please provide responses to the following:

¹⁶⁶ OCG Requisition which was dated 2011 August 16, Question 20.

¹⁶⁷ Response 20



- (a) *Were you, at any time, employed by Ms. Amoy Guthrie? If yes, please state the date on which the said employment commenced;*
- (b) *Full particulars of the service(s) which you provided to Ms. Amoy Guthrie;*
- (c) *The terms of said employment;*
- (d) *A list of the projects which you assisted Ms. Amoy Guthrie in executing; and*
- (e) *The remuneration which you received for the services which you provided to Ms. Amoy Guthrie.*

If your response to Question # 21(a) is 'No' please provide, to the best of your knowledge, full particulars of the circumstances by which the named contractor came in possession of your credentials.

If your response to Question # 20(a) and 21 (a) is 'Yes' please indicate whether you are still employed to the referenced persons which are named in Questions # 20 and 21 above. Also, please state your current job title(s). If no, please provide the date on which you were terminated/demitted office and the circumstances under which you were terminated/demitted office.”¹⁶⁸

Mr. Richard Beckford, in his sworn response, which was dated 2011 September 8, informed the OCG of the following:

“I was made aware of this for the first time by the OCG office while they were conducting an investigation in December 2009.

a) No

¹⁶⁸ OCG Requisition which was dated 2011 August 16, Question 21 and 22.



- (b) I have not provided service at any time*
- (c) No, was never employed.*
- (d) None*
- (e) Was never employed by, did not received remuneration.*

*Do Not Know.*¹⁶⁹

*“My answer to Question 20(a) & 21 (a) is no. I was never employed to either person”*¹⁷⁰.

It is instructive to note that the OCG also posed the following question to Mr. Richard Beckford, by way of its Statutory Requisition of 2011 August 16:

*“Please indicate whether you, in your personal and/or official capacity have been involved, whether directly or indirectly, in any negotiation, discussion, meeting, matter, procurement, transaction or recommendation with any representative, employee, officer, director or agent of any of the above Contractors, in relation to any business or commercial activity of whatever description or kind **other than** the Small Contractor’s Programme and the NHT’s Labour and Small Materials Programme. If yes, please provide full particulars of your involvement in support of your answer.”*¹⁷¹

In respect of the foregoing question, Mr. Beckford stated, “No”¹⁷².

In addition, the OCG required, by way of its Requisition of 2011 August 11 that Mr. Richard Beckford provide a response to the following questions:

¹⁶⁹Response which was received from Mr. Richard Beckford which was dated 2011 September. Response 21

¹⁷⁰ Response which was received from Mr. Richard Beckford which was dated 2011 September 8. Response 22

¹⁷¹ OCG Requisition which was dated 2011 August 16. Question 25

¹⁷² Response which was received from Mr. Richard Beckford which was dated 2011 September. Response 25



“Have you or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind, as a result of your involvement in and/or association with the NHT’s Small Contractor Programme and/or the NHT’s Labour and Small Materials Programme?”¹⁷³

It is instructive to note that the OCG posed a series of corruption related questions to Mr. Beckford, which included, *inter alia*, the following:

“Have you or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind, as a result of your involvement in and/or association with the NHT’s Small Contractor Programme and/or the NHT’s Labour and Small Materials Programme?”

If yes, please provide a comprehensive statement of all relevant particulars, inclusive of a description of the benefit(s) received. In any case where the benefit was received by a person who was acting on your behalf, please also provide the full name, profession and address of the person(s) and a description of the relationship which you have had with that person(s).

Have you or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind from the NHT’s Small Contractor’s Programme, and/or the NHT’s Labour and Small Materials Programme, and/or anyone acting on their behalf, as a result of your involvement in and/or association with the said project? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of a description of the benefit(s) received. In any case where the benefit was received by a person who was acting on your behalf, please also provide the full name, profession and

¹⁷³ Question 26



address of the person(s) and a description of the relationship which you have had with that person(s).

Do you know of any Official/Officer or Employee of the NHT, or anyone acting on their behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind, as a result of that Official's/Officer's or Employee's involvement in and/or association with the NHT's Small Contractor Programme and/or the NHT's Labour and Small Materials Programme? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name(s) of the Public Official(s)/Officer(s) or Employee(s), his/her job title and function, the name of the recipient(s) and a description of the benefit(s) received.

Do you know of any Official/Officer or Employee of the NHT, or anyone acting on their behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind from the above listed Contractors, and/or anyone acting on their behalf, as a result of that Official's/Officer's or Employee's involvement in and/or association with the NHT's Small Contractor Programme, and/or the NHT's Labour and Small Materials Programme? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the Public Official(s)/Officer(s) or Employee(s), his/her job title and function, the name of the recipient(s) a description of the benefit(s) received and the name of the contractor on whose behalf the benefit(s) was/were issued.

Do you know of any other Public Official/Officer or Employee (former or present), or anyone acting on his/her behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind, by virtue of the recommendation for the award of a contract to any or all of the listed Contractors? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the Public



Official(s)/Officer(s) or Employee(s), his/her job title and function, the name(s) of the recipient(s) and a description of the benefit(s) received.

Do you know of any other Public Official/Officer or Employee (former or present), or anyone acting on his/her behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind, from the above listed Contractors, and/or anyone acting on their behalf, by virtue of the recommendation for the award of a contract to the above listed Contractors? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the Public Official(s)/Officer(s) or Employee(s), his/her job title and function, the name(s) of the recipient(s) and a description of the benefit(s) received.

Have you ever been instructed by any Public Official at the NHT or anyone else to fraudulently facilitate the award of any contract(s) to (a) Amoy Guthrie, (b) Lucien Lawrence, (c) Johan O’Gilvie, (d) Maurice McIntyre and (e) Marlon Plummer? If yes, please disclose (i) the name of the individual(s) who gave such instructions, (ii) the act(s) that you were asked to perform, and (iii) the name of the contractor(s) involved. ”¹⁷⁴

In the foregoing regard, it is instructive to note that Mr. Richard Beckford, his sworn response, which was dated 2011 September 8, replied “No”.

The OCG, by way of its Statutory Requisition which was dated 2011 August 16, posed the following Question to Mr. Neville Cookhorne:

“Do you know, or do you have, or have you had a personal, business or other relationship with, or are you in any way related to any of the following Contractors (a) Amoy Guthrie, (b) Lucien Lawrence, (c) Johan O’Gilvie, (d) Maurice McIntyre and/or

¹⁷⁴ OCG Requisition which was dated 2011 August 16, Questions 26,27,30,31,32,33,37



(e) Intouch Construction & Security Company Limited/Marlon Plummer? If yes, please indicate:

(a) The full name of the Contractor;

(b) The length of time that you have known the said Contractor; and

(c) A full description of the nature of the relationship between yourself and the Contractor.¹⁷⁵

In response to the foregoing, Mr. Neville Cookhorne stated as follows:

“Yes I know ICSCCL / Marlon Plumber in my capacity as a Project Officer & Estate Manager while employed to NHT.

a. Marlon Plumber(sic)

b. Approximately seven (7) years.

c. In his capacity as a contractor employed to the NHT.”¹⁷⁶

By way of the OCG’s Statutory Requisition which was dated 2011 August 16, the OCG posed the following question to Mr. Neville Cookhorne:

“Are you aware that you were represented as an employee of Mr. Maurice McIntyre, on his National Contracts Commission’s Application Form? If yes, please provide responses to the following questions:

¹⁷⁵ Question 24

¹⁷⁶ Response 24.



- (a) *Were you, at any time, employed by Mr. Maurice McIntyre? If yes, please state the date on which the said employment commenced;*
- (b) *Full particulars of the service(s) which you provided to Mr. Maurice McIntyre.*
- (c) *The terms of said employment;*
- (d) *A list of the projects which you assisted Mr. Maurice McIntyre in executing; and*
- (e) *The remuneration which you received for the services which you provided to Mr. Maurice McIntyre.*

*If your response to Question # 20A is 'No', please provide, to the best of your knowledge, full particulars of the circumstances by which the named contractor came in possession of your credentials.*¹⁷⁷

Mr. Neville Cookhorne, in his sworn response, which was dated 2011 September 8, informed the OCG of the following:

"Yes, I was made aware of this by the OCG during your investigation conducted in December 2009.

a) No

b) I have never provided any service(s) to Mr. Maurice McIntyre

¹⁷⁷ OCG Requisition which was dated 2011 August 16, Question 20.



- c) *There was no terms of said employment as I was never employed to Mr. Maurice McIntyre.*
- d) *I do not Know Mr. Maurice McIntyre and have never assisted him in the execution of any project.*
- e) *I have never received any remuneration from Mr. Maurice McIntyre.*

*I do not know.*¹⁷⁸

The OCG, by way of its Statutory Requisition which was dated 2011 August 16, posed the following Question to Mr. Neville Cookhorne:

“Are you aware that your name was listed as an employee of Ms. Amoy Guthrie on her National Contracts Commission’s Application Form? If yes, please provide responses to the following:

- (a) Were you, at any time, employed by Ms. Amoy Guthrie? If yes, please state the date on which the said employment commenced;*
- (b) Full particulars of the service(s) which you provided to Ms. Amoy Guthrie;*
- (c) The terms of said employment;*
- (d) A list of the projects which you assisted Ms. Amoy Guthrie in executing; and*
- (e) The remuneration which you received for the services which you provided to Ms. Amoy Guthrie.*

¹⁷⁸ Response which was received from Mr. Neville Cookhorne which was dated 2011 September 8, Response 20.



If your response to Question # 21(a) is 'No' please provide, to the best of your knowledge, full particulars of the circumstances by which the named contractor came in possession of your credentials.

If your response Question # 20(a) and 21 (a) is 'Yes' please indicate whether you are still employed to the referenced persons which are named in Questions # 20 and 21 above. Also, please state your current job title(s). If no, please provide the date on which you were terminated/demitted office and the circumstances under which you were terminated/demitted office."¹⁷⁹

Mr. Neville Cookhorne, in his sworn response, which was dated 2011 September 8, informed the OCG of the following:

"Yes, I was made aware of this by the OCG during your investigation conducted in December 2009.

a) No

b) I have never provided any service(s) to Ms. Amoy Guthrie

c) There was no terms of said employment

d) I do not know Ms. Amoy Guthrie and have never assisted (sic) him in the execution of any project.

e) I have never received any remuneration from Ms. Amoy Guthrie.

I do not know.

¹⁷⁹ OCG Requisition which was dated 2011 August 16, Question 21 and 22.



I do not know either Mr. Mr. Maurice McIntyre or Ms. Amoy Guthrie or was I ever in there (sic) employ”¹⁸⁰

It is instructive to note that the OCG also posed the following Question to Mr. Neville Cookhorne, by way of its Statutory Requisition of 2011 August 16:

*“Please indicate whether you, in your personal and/or official capacity have been involved, whether directly or indirectly, in any negotiation, discussion, meeting, matter, procurement, transaction or recommendation with any representative, employee, officer, director or agent of any of the above Contractors, in relation to any business or commercial activity of whatever description or kind **other than** the Small Contractor’s Programme and the NHT’s Labour and Small Materials Programme. If yes, please provide full particulars of your involvement in support of your answer.”¹⁸¹*

In respect of the foregoing OCG Statutory Requisition, Mr. Neville Cookhorne stated as follows:

“Yes, I was involved in three (3) projects with Marlon Plumber (sic) other than the small Contractor’s Programme and the NHT’s Labour and Small Material Programme as follows:

- 1. Extension and Refurbishing of the Sea Spice Villa at Silver Sands in Duncans Trelawny in 2008.*
- 2. Remedial Works to Roads in Adelphi Housing Scheme – St. James in December 2005...*
- 3. Bushing and Drain Cleaning in the Rosemount Housing Development - St. James in March 2006 ...”*

¹⁸⁰ Response which was received from Mr. Neville Cookhorne which was dated 2011 September 8, Response 21 and 22.

¹⁸¹ OCG Requisition which was dated 2011 August 16, Question 25.



It is instructive to note that the OCG posed a series of corruption related questions to Mr. Cookhorne, which included, *inter alia*, the following:

“Have you or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind, as a result of your involvement in and/or association with the NHT’s Small Contractor Programme and/or the NHT’s Labour and Small Materials Programme?”

If yes, please provide a comprehensive statement of all relevant particulars, inclusive of a description of the benefit(s) received. In any case where the benefit was received by a person who was acting on your behalf, please also provide the full name, profession and address of the person(s) and a description of the relationship which you have had with that person(s).

Have you or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind from the NHT’s Small Contractor’s Programme, and/or the NHT’s Labour and Small Materials Programme, and/or anyone acting on their behalf, as a result of your involvement in and/or association with the said project? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of a description of the benefit(s) received. In any case where the benefit was received by a person who was acting on your behalf, please also provide the full name, profession and address of the person(s) and a description of the relationship which you have had with that person(s).

Do you know of any Official/Officer or Employee of the NHT, or anyone acting on their behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind, as a result of that Official’s/Officer’s or Employee’s involvement in and/or association with the NHT’s Small Contractor Programme and/or the NHT’s Labour and



Small Materials Programme? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name(s) of the Public Official(s)/Officer(s) or Employee(s), his/her job title and function, the name of the recipient(s) and a description of the benefit(s) received.

Do you know of any Official/Officer or Employee of the NHT, or anyone acting on their behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind from the above listed Contractors, and/or anyone acting on their behalf, as a result of that Official's/Officer's or Employee's involvement in and/or association with the NHT's Small Contractor Programme, and/or the NHT's Labour and Small Materials Programme? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the Public Official(s)/Officer(s) or Employee(s), his/her job title and function, the name of the recipient(s) a description of the benefit(s) received and the name of the contractor on whose behalf the benefit(s) was/were issued.

Do you know of any other Public Official/Officer or Employee (former or present), or anyone acting on his/her behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind, by virtue of the recommendation for the award of a contract to any or all of the listed Contractors? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the Public Official(s)/Officer(s) or Employee(s), his/her job title and function, the name(s) of the recipient(s) and a description of the benefit(s) received.

Do you know of any other Public Official/Officer or Employee (former or present), or anyone acting on his/her behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind, from the above listed Contractors, and/or anyone acting on their behalf, by virtue of the recommendation for the award of a contract to the above listed Contractors? If yes, please provide a comprehensive statement of all



relevant particulars, inclusive of the name of the Public Official(s)/Officer(s) or Employee(s), his/her job title and function, the name(s) of the recipient(s) and a description of the benefit(s) received.

Have you ever been instructed by any Public Official at the NHT or anyone else to fraudulently facilitate the award of any contract(s) to (a) Amoy Guthrie, (b) Lucien Lawrence, (c) Johan O’Gilvie, (d) Maurice McIntyre and (e) Marlon Plummer? If yes, please disclose (i) the name of the individual(s) who gave such instructions, (ii) the act(s) that you were asked to perform, and (iii) the name of the contractor(s) involved. ”¹⁸²

In the foregoing regard, it is instructive to note that Mr. Neville Cookhorne, in his sworn response, which was dated 2011 September 8, replied “No” to the stated questions.

It is instructive to note that similar questions were also asked of Mr. Richard Schloss and Mr. Earl Saunders.

The OCG, by way of its Statutory Requisition which was dated 2011 August 16, posed the following Question to Mr. Richard Schloss:

“Do you know, or do you have, or have you had a personal, business or other relationship with, or are you in any way related to any of the following Contractors (a) Amoy Guthrie, (b) Lucien Lawrence, (c) Johan O’Gilvie, (d) Maurice McIntyre and/or (e) Intouch Construction & Security Company Limited/Marlon Plummer? If yes, please indicate:

(a) The full name of the Contractor;

¹⁸² OCG Requisition which was dated 2011 August 16, Questions 26,27,30,31,32,33,37



(b) The length of time that you have known the said Contractor; and

(c) A full description of the nature of the relationship between yourself and the Contractor.¹⁸³

In response to the foregoing, Mr. Richard Schloss stated as follows:

“No, I do not have any person, business or other relationship with, or are you in any way related to any of the abovementioned Contractors”¹⁸⁴

By way of the OCG’s Statutory Requisition which was dated 2011 August 16, the OCG posed the following question to Mr. Richard Schloss:

“Are you aware that you were represented as an employee of Mr. Marlon Plummer/Intouch Construction & Security Company Limited’s, on his National Contracts Commission’s Application Form? If yes, please provide responses to the following questions:

(a) Were you, at any time, employed by Mr. Marlon Plummer/Intouch Construction & Security Company Limited’s? If yes, please state the date on which the said employment commenced;

(b) Full particulars of the service(s) which you provided to Mr. Marlon Plummer/Intouch Construction & Security Company Limited’s.

(c) The terms of said employment;

¹⁸³ OCG Requisition which was dated 2011 August 16, Question 26.

¹⁸⁴ Requisition which was submitted by Mr. Richard Schloss dated 2011 September 9, Response 26.



(d) *A list of the projects which you assisted Mr. Marlon Plummer/Intouch Construction & Security Company Limited's in executing; and*

(e) *The remuneration which you received for the services which you provided to Mr. Marlon Plummer/Intouch Construction & Security Company Limited's.*

If your response to Question # 20A is 'No', please provide, to the best of your knowledge, full particulars of the circumstances by which the named contractor came in possession of your credentials."¹⁸⁵

Mr. Richard Schloss, in his sworn response which was dated 2011 September 9, informed the OCG that:

"No, I was made aware of this fact at the time of the interview at your Offices in January 2010. In April 2004, Mr. Marlon Plummer asked me for a copy of my credentials because he wanted to apply for a loan at a financial institution to purchase an old house with a view that he would renovate the house and sell it thereafter and for this he would want to include me on his company profile in order to obtain the loan. He told me that the information would be used for that purpose only. I have never been employed to Marlon Plummer and/or Intouch Construction & Security Company Limited. I have never assisted Marlon Plummer/Intouch Construction & Security Company Limited to complete any projects. I have received no remuneration for any services provided to Marlon Plummer/ Intouch Construction & Security Company Limited."¹⁸⁶

¹⁸⁵ OCG Requisition which was dated 2011 August 16, Question 23.

¹⁸⁶ Response which was received from Mr. Richard Schloss, which was dated 2011 September 9, Response 23.



It is instructive to note that Mr. Richard Schloss also indicated in his referenced response that he “... was never employed to Intouch Construction & Security Company Limited /Marlon Plummer.”¹⁸⁷

It is instructive to note that the OCG also posed the following Question to Mr. Richard Schloss, by way of its Statutory Requisition of 2011 August 16:

*“Please indicate whether you, in your personal and/or official capacity have been involved, whether directly or indirectly, in any negotiation, discussion, meeting, matter, procurement, transaction or recommendation with any representative, employee, officer, director or agent of any of the above Contractors, in relation to any business or commercial activity of whatever description or kind **other than** the Small Contractor’s Programme and the NHT’s Labour and Small Materials Programme. If yes, please provide full particulars of your involvement in support of your answer.”¹⁸⁸*

In respect of the foregoing OCG Statutory Requisition, Mr. Richard Schloss replied “No”.

In addition, the OCG required, by way of its Requisition of 2011 August 16, that Mr. Richard Schloss provide responses to a series of corruption related questions which included, *inter alia*, the following:

“Have you or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind, as a result of your involvement in and/or association with the NHT’s Small Contractor Programme and/or the NHT’s Labour and Small Materials Programme?”

¹⁸⁷ Response which was received from Mr. Richard Schloss which was dated 2011 September 9, Response 24.

¹⁸⁸ OCG Requisition which was dated 2011 August 16, Question 27.



If yes, please provide a comprehensive statement of all relevant particulars, inclusive of a description of the benefit(s) received. In any case where the benefit was received by a person who was acting on your behalf, please also provide the full name, profession and address of the person(s) and a description of the relationship which you have had with that person(s).

Have you or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind from the NHT's Small Contractor's Programme, and/or the NHT's Labour and Small Materials Programme, and/or anyone acting on their behalf, as a result of your involvement in and/or association with the said project? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of a description of the benefit(s) received. In any case where the benefit was received by a person who was acting on your behalf, please also provide the full name, profession and address of the person(s) and a description of the relationship which you have had with that person(s).

Do you know of any Official/Officer or Employee of the NHT, or anyone acting on their behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind, as a result of that Official's/Officer's or Employee's involvement in and/or association with the NHT's Small Contractor Programme and/or the NHT's Labour and Small Materials Programme? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name(s) of the Public Official(s)/Officer(s) or Employee(s), his/her job title and function, the name of the recipient(s) and a description of the benefit(s) received.

Do you know of any Official/Officer or Employee of the NHT, or anyone acting on their behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind from the above listed Contractors, and/or anyone acting on their behalf, as a



result of that Official's/Officer's or Employee's involvement in and/or association with the NHT's Small Contractor Programme, and/or the NHT's Labour and Small Materials Programme? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the Public Official(s)/Officer(s) or Employee(s), his/her job title and function, the name of the recipient(s) a description of the benefit(s) received and the name of the contractor on whose behalf the benefit(s) was/were issued.

Do you know of any other Public Official/Officer or Employee (former or present), or anyone acting on his/her behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind, by virtue of the recommendation for the award of a contract to any or all of the listed Contractors? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the Public Official(s)/Officer(s) or Employee(s), his/her job title and function, the name(s) of the recipient(s) and a description of the benefit(s) received.

Do you know of any other Public Official/Officer or Employee (former or present), or anyone acting on his/her behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind, from the above listed Contractors, and/or anyone acting on their behalf, by virtue of the recommendation for the award of a contract to the above listed Contractors? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the Public Official(s)/Officer(s) or Employee(s), his/her job title and function, the name(s) of the recipient(s) and a description of the benefit(s) received.

Have you ever been instructed by any Public Official at the NHT or anyone else to fraudulently facilitate the award of any contract(s) to (a) Amoy Guthrie, (b) Lucien Lawrence, (c) Johan O'Gilvie, (d) Maurice McIntyre and (e) Marlon Plummer? If yes,



please disclose (i) the name of the individual(s) who gave such instructions, (ii) the act(s) that you were asked to perform, and (iii) the name of the contractor(s) involved. ”

Have you or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind, as a result of your involvement in and/or association with the NHT’s Small Contractor Programme and/or the NHT’s Labour and Small Materials Programme? ”¹⁸⁹

It is instructive to note that Mr. Richard Schloss, in his sworn response, which was dated 2011 September 9, replied “No” to the aforementioned questions.

The OCG, by way of its Statutory Requisition which was dated 2011 August 16, posed the following Question to Mr. Earl Saunders:

“Do you know, or do you have, or have you had a personal, business or other relationship with, or are you in any way related to any of the following Contractors (a) Amoy Guthrie, (b) Lucien Lawrence, (c) Johan O’Gilvie, (d) Maurice McIntyre and/or (e) Intouch Construction & Security Company Limited/Marlon Plummer? If yes, please indicate:

(a) The full name of the Contractor;

(b) The length of time that you have known the said Contractor; and

(c) A full description of the nature of the relationship between yourself and the Contractor.¹⁹⁰

¹⁸⁹ OCG Requisition which was dated 2011 August 16, Questions 26, 27, 30,31,32,33 and 37.

¹⁹⁰ OCG Requisition which was dated 2011 August 16. Question 23



In his sworn response to the foregoing which was dated 2011 September 11, Mr. Earl Saunders stated “No”¹⁹¹

By way of the OCG’s Statutory Requisition which was dated 2011 August 16, the OCG posed the following question to Mr. Earl Saunders:

“Are you aware that you were represented as an employee of Mr. Marlon Plummer/Intouch Construction & Security Company Limited’s, on his National Contracts Commission’s Application Form? If yes, please provide responses to the following questions:

- (a) Were you, at any time, employed by Mr. Marlon Plummer/Intouch Construction & Security Company Limited’s? If yes, please state the date on which the said employment commenced;*
- (b) The date on which the said employment commenced;*
- (c) Full particulars of the service(s) which you provided to Mr. Marlon Plummer/Intouch Construction & Security Company Limited’s;*
- (d) The terms of said employment;*
- (e) A list of the projects which you assisted Mr. Marlon Plummer/Intouch Construction & Security Company Limited’s in executing; and*
- (f) The remuneration which you received for the services which you provided to Mr. Marlon Plummer/Intouch Construction & Security Company Limited’s.*

¹⁹¹ Response which was received from Mr. Earl Saunders that was dated 2011 September 11, Response 23.



If your response to Question # 20A is 'No', please provide, to the best of your knowledge, full particulars of the circumstances by which the named contractor came in possession of your credentials.”¹⁹²

Mr. Earl Saunders, in his sworn response which was dated 2011 September 11, informed the OCG that:

“No, I was not aware that I am represented as an employee of said contractor not until I was handed this document/questionnaire”.¹⁹³

Mr. Saunders further added the following:

“Rationale;

*The project was coming to a close (Frome Development Construction of 23 units) and also I was entering into my last year of my contract with the National Housing Trust. At that time I did not know what my position was with the company (National Housing Trust) or where I was going next as the work load within the NHT had slowed down considerable. I was looking at other alternatives for work continuity and job solidification. During this time period I was conducting an overseas interview with a company in Bermuda and was considering my options. During a routine site inspection/visit within that same time period, In conversation with Mr. Plummer with regards to my then overseas interview and my challenges in trying to attain work, he indicated that he knew of someone visiting the island from Trinidad &Tobago Housing Development Corporation to conduct recruiting interviews **.He asked if I was interested in working in Trinidad and I indicated that there was no issue. He advised that I should have to provide him with my resume, originals & a copy of my education***

¹⁹² OCG Requisition which was dated 2011 August 16. Question 20.

¹⁹³ Response which was received from Mr. Earl Saunders, that was dated 2011 September 11. Response 20



documents to discuss with the T&T HDC representative. Documents were handed to him on this premise of;

1. Showing the person on the basis of determining whether I was qualified for a position.

My documentations were provided to Mr. Marlon Plummer for the sole purpose of presenting them to the representative from T&T HDC and for no other purpose.”

Mr. Saunders also indicated that he “...was never employed nor am I employed to the aforementioned contractor at any point in time”¹⁹⁴.

It is instructive to note that the OCG also posed the following Question to Mr. Earl Saunders, by way of its Statutory Requisition of 2011 August 16:

*“Please indicate whether you, in your personal and/or official capacity have been involved, whether directly or indirectly, in any negotiation, discussion, meeting, matter, procurement, transaction or recommendation with any representative, employee, officer, director or agent of any of the above Contractors, in relation to any business or commercial activity of whatever description or kind **other than** the Small Contractor’s Programme and the NHT’s Labour and Small Materials Programme. If yes, please provide full particulars of your involvement in support of your answer.”¹⁹⁵*

In respect of the foregoing OCG Statutory Requisition, Mr. Earl Saunders stated, “No”¹⁹⁶.

¹⁹⁴ Response which was received from Mr. Earl Saunders which was dated 2011 September 11. Response 21.

¹⁹⁵ OCG Requisition which was dated 2011 August 16. Question 24

¹⁹⁶ Response which was received from Mr. Earl Saunders which was dated 2011 September 11. Response 24



In addition, the OCG required Mr. Earl Saunders, by way of its Requisition of 2011 August 16, to provide responses to a series of corruption related questions which included, *inter alia*, the following:

“Have you or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind, as a result of your involvement in and/or association with the NHT’s Small Contractor Programme and/or the NHT’s Labour and Small Materials Programme?

If yes, please provide a comprehensive statement of all relevant particulars, inclusive of a description of the benefit(s) received. In any case where the benefit was received by a person who was acting on your behalf, please also provide the full name, profession and address of the person(s) and a description of the relationship which you have had with that person(s).

Have you or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind from the NHT’s Small Contractor’s Programme, and/or the NHT’s Labour and Small Materials Programme, and/or anyone acting on their behalf, as a result of your involvement in and/or association with the said project? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of a description of the benefit(s) received. In any case where the benefit was received by a person who was acting on your behalf, please also provide the full name, profession and address of the person(s) and a description of the relationship which you have had with that person(s).

Do you know of any Official/Officer or Employee of the NHT, or anyone acting on their behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind, as a result of that Official’s/Officer’s or Employee’s involvement in and/or



association with the NHT's Small Contractor Programme and/or the NHT's Labour and Small Materials Programme? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name(s) of the Public Official(s)/Officer(s) or Employee(s), his/her job title and function, the name of the recipient(s) and a description of the benefit(s) received.

Do you know of any Official/Officer or Employee of the NHT, or anyone acting on their behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind from the above listed Contractors, and/or anyone acting on their behalf, as a result of that Official's/Officer's or Employee's involvement in and/or association with the NHT's Small Contractor Programme, and/or the NHT's Labour and Small Materials Programme? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the Public Official(s)/Officer(s) or Employee(s), his/her job title and function, the name of the recipient(s) a description of the benefit(s) received and the name of the contractor on whose behalf the benefit(s) was/were issued.

Do you know of any other Public Official/Officer or Employee (former or present), or anyone acting on his/her behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind, by virtue of the recommendation for the award of a contract to any or all of the listed Contractors? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the Public Official(s)/Officer(s) or Employee(s), his/her job title and function, the name(s) of the recipient(s) and a description of the benefit(s) received.

Do you know of any other Public Official/Officer or Employee (former or present), or anyone acting on his/her behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind, from the above listed Contractors, and/or anyone acting on their behalf, by virtue of the recommendation for the award of a contract to the



above listed Contractors? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the Public Official(s)/Officer(s) or Employee(s), his/her job title and function, the name(s) of the recipient(s) and a description of the benefit(s) received.

Have you ever been instructed by any Public Official at the NHT or anyone else to fraudulently facilitate the award of any contract(s) to (a) Amoy Guthrie, (b) Lucien Lawrence, (c) Johan O’Gilvie, (d) Maurice McIntyre and (e) Marlon Plummer? If yes, please disclose (i) the name of the individual(s) who gave such instructions, (ii) the act(s) that you were asked to perform, and (iii) the name of the contractor(s) involved. ”

Have you or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind, as a result of your involvement in and/or association with the NHT’s Small Contractor Programme and/or the NHT’s Labour and Small Materials Programme? ”¹⁹⁷

It is instructive to note that Mr. Earl Saunders, in his sworn response, which was dated 2011 September 11, replied “No” to aforementioned questions.

Having regard to the foregoing, the OCG has found the following to be of material import:

1. That both Mr. Richard Beckford and Mr. Neville Cookhorne indicated that of the five (5) named suspected ‘sham contractors’, they only knew and/or were acquainted with Mr. Marlon Plummer/ Intouch Construction and Security Ltd.
2. That both Mr. Richard Beckford and Mr. Neville Cookhorne informed the OCG that they only became aware of the fact that they were represented as employees of Ms. Amoy

¹⁹⁷ OCG Requisition which was dated 2011 August 16, Questions 25, 26, 29, 30,31,32, and 36.



Guthrie and Mr. Maurice McIntyre on their respective NCC Application Forms in 2009, by virtue of the OCG's Investigation.

3. That both Mr. Richard Beckford and Mr. Neville Cookhorne indicated that (a) they were not and have never been employed by any of the referenced suspected 'sham contractors' and (b) they were not aware as to how the respective 'sham contractors' came in possession of their academic and professional credentials.
4. That Mr. Richard Beckford indicated that he has not, whether in his personal and/or official capacity, been involved, whether directly or indirectly, in any negotiation, discussion, meeting, matter, procurement, transaction or recommendation with any representative, employee, officer, director or agent of any of the above Contractors, in relation to any business or commercial activity of whatever description or kind **other than** the Small Contractor's Programme and the NHT's Labour and Small Materials Programme.
5. That Mr. Neville Cookhorne indicated that he was involved in the following three (3) projects which he indicated fell outside of the NHT's Small Contractors' Programme:
 - (a) The extension and refurbishing of the Sea Spice Villa at Silver Sands, in Duncans, Trelawny, in 2008;
 - (b) Remedial Works to roads in the Adelphi Housing Scheme, St. James, in December 2005;and
 - (c) Bushing and Drain Cleaning in the Rosemount Housing Development, St. James, in March 2006.



6. That Mr. Richard Schloss informed the OCG that he did not know any of the named suspected 'sham contractors', nor did he have a personal and/or business relationship with any of them.
7. That Mr. Richard Schloss stated that he only became aware of the fact that he was represented as an employee of Mr. Marlon Plummer on his NCC Application Forms in 2009, by virtue of the OCG's Investigation.
8. That despite the fact that Mr. Richard Schloss informed the OCG that he did not know any of the referenced suspected sham contractors he indicated to the OCG that a request was made to him in 2004 April, by Mr. Marlon Plummer, for copies of his credentials for the purpose of assisting in an application for a loan from a Financial Institution.
9. That Mr. Schloss has emphasized that (a) he is not nor has he ever been employed to Intouch Construction and Security Ltd./Marlon Plummer, (b) has never assisted Mr. Marlon Plummer/ Intouch Construction and Security Ltd. to complete any project and (c) received any remuneration from Mr. Marlon Plummer/ Intouch Construction and Security Ltd.
10. That Mr. Schloss has indicated that he has not, whether in his personal and/or official capacity, been involved, whether directly or indirectly, in any negotiation, discussion, meeting, matter, procurement, transaction or recommendation with any representative, employee, officer, director or agent of any of the above Contractors, in relation to any business or commercial activity of whatever description or kind **other than** the Small Contractor's Programme and the NHT's Labour and Small Materials Programme.
11. That Mr. Earl Saunders indicated that he did not know any of the named suspected 'sham contractors', nor did he have a personal and/or business relationship with any of them.



12. That Mr. Earl Saunders indicated that he only became aware of the fact that he was represented as an employee of Mr. Marlon Plummer on his NCC Application Forms, by virtue of the OCG's Requisition which was directed to him.

13. That notwithstanding the fact that Mr. Earl Saunders disclosed to the OCG that he did not know any of the referenced suspected 'sham contractors' he informed the OCG that during a discussion with Mr. Marlon Plummer, he had expressed his interest in a proposal which was made by Mr. Plummer to work in Trinidad and Tobago. In this regard and upon the request of Mr. Plummer, Mr. Saunders informed the OCG that he provided Mr. Plummer with original copies of his Resume and educational credentials for the sole purpose of pursuing the said job opportunity.

14. That Mr. Saunders indicated that (a) he is not nor has he ever been employed to Intouch Construction and Security Ltd./ Marlon Plummer, and (b) he has not, whether in his personal and/or official capacity, been involved, whether directly or indirectly, in any negotiation, discussion, meeting, matter, procurement, transaction or recommendation with any representative, employee, officer, director or agent of any of the above Contractors, in relation to any business or commercial activity of whatever description or kind **other than** the Small Contractor's Programme and the NHT's Labour and Small Materials Programme.

OCG Interviews which were Conducted with Implicated NHT Personnel

It is instructive to note that the OCG conducted interviews with four (4) of the five (5) implicated NHT personnel, namely Mr. Richard Beckford, Mr. Richard Schloss, Mr. Michael Taylor and Mr. Neville Cookhorne.



The referenced interviews were conducted in an effort to discuss certain discrepancies which were identified upon a review of the referenced Contractor Registration Application Forms and, in particular, based upon the discovery that NHT personnel were listed as employees of the referenced suspected 'sham contractors'. In this regard, the OCG has undertaken to reproduce, hereunder, certain statements which have been extracted from the OCG's Official File Notes, which were prepared by the OCG's designated Officer.

OCG's Interview with Mr. Richard Beckford which was dated 2009 December 29:

"Mr. Beckford was contacted on December 24, 2009 to attend a meeting at the Office of the Contractor General (OCG) to discuss discrepancies discovered on the NCC application forms of five contractors associated with the NHT Small Contractors Programme..."

[The OCG Officer] asked Mr. Beckford to state for the record his name and how long he has been working at the National Housing Trust (NHT). He replied Richard Beckford and he has been working at the NHT for ten years. [The OCG Officer] asked Mr. Beckford to state his position. He replied Project Officer on the Build on Own Land Projects. [The OCG Officer] asked if he was involved in the procurement process. He replied no, he dealt specifically with beneficiaries so he does not interact with contractors. [The OCG Officer] asked Mr. Beckford if he knew Mr. Plummer. He replied he initially knew of Mr. Plummer over the years by talking to other persons in the project department.

[The OCG Officer] asked Mr. Beckford to explain why his name and credentials were on two of the application forms submitted by Mr. Plummer to the NCC. Mr. Beckford stated that he only gave Mr. Plummer his qualifications. [The OCG Officer] showed Mr. Beckford a resume and asked him to confirm if it was his. He replied yes, he did not remember that he had given him his resume also. [The OCG Officer] asked Mr.



Beckford why he gave Mr. Plummer his qualifications. He replied Mr. Plummer asked him to be a reference so that he could upgrade his contractor status. [The OCG Officer] asked if he was someone that he heard about from the other persons in the department why did he give him his credentials. Mr. Beckford replied that over the years they had developed a friendship. [The OCG Officer] asked if Mr. Beckford had asked Mr. Plummer why he needed his qualifications for a reference and where he was submitting it to. He replied that he did not ask because they had a level of trust and he believed he wanted it for the purpose he told him.

Mr. Beckford was asked if he had approached Mr. Neville Cookhorne on behalf of Mr. Plummer to act as a reference. **He replied he could not recall approaching Mr. Cookhorne but he remembers Mr. Cookhorne approaching him to act as a reference for Mr. Plummer.**

[The OCG Officer] asked Mr. Beckford if he knew Neville Cookhorne. He replied yes, they both went to the University of Technology (UTECH). [The OCG Officer] asked Mr. Beckford to describe his relationship with Mr. Cookhorne. He replied that they were good friends. **[The OCG Officer] asked Mr. Beckford if he knew Amoy Guthrie. He replied yes. [The OCG Officer] then asked if he knew her as a contractor, Mr. Beckford replied he does not know her as a contractor but he knew her as a beneficiary on the Build on Own Land Programme as she had done some home improvement to her home in Bull Bay. [The OCG Officer] asked Mr. Beckford who had dealt with Ms. Guthrie when she was a beneficiary of the Build on Own Land Programme. Mr. Beckford replied yes. [The OCG Officer] asked if he had any discussions with her. He replied only as it related to her Build on Own Land project.**

[The OCG Officer] asked Mr. Beckford if he knew Lucien Lawrence, Johan O’Gilvie and Maurice McIntyre. He said no. [The OCG Officer] informed Mr. Beckford that he



was listed on the application forms for Amoy Guthrie and Maurice McIntyre as full-time staff. [The OCG Officer] asked Mr. Beckford if he would be able to see the contractors when they came into the department. He replied sometimes yes. [The OCG Officer] asked Mr. Beckford if Amoy would go directly to him when she was a beneficiary on the Build on Own Land project. He replied yes she would drop off documents and come for interviews. **[The OCG Officer] then asked if he had ever seen her at the NHT in the capacity of a contractor. He said no.**

Mr. Beckford was asked if he had ever assisted Mr. Plummer with any technical advice. He replied never. [The OCG Officer] stated that when he spoke to Mr. Beckford via telephone he stated that he had received payments from Mr. Plummer for mileage. **Mr. Beckford replied that he was trying to explain to [The OCG Officer] that if he was acting as a consultant for Mr. Plummer then he would have to refund him for his gas when he travelled.** [The OCG Officer] then asked why it would be necessary for him to be paid mileage if he were employed to the NHT. He replied that if he was employed to Mr. Plummer's company as a consultant, Mr. Plummer would be required to compensate him for visiting a site or giving him advice.

Mr. Beckford was asked if he had ever assisted any contractors. He said no, he does not interact with contractors. [The OCG Officer] informed Mr. Beckford that in the telephone conversation they had, he did not say if he was employed to Mr. Plummer's company, as a consultant, he actually stated he was employed as a consultant. He replied that during that conversation via telephone he was under the impression that it was as a reference that Mr. Plummer had used his name and credentials and he did not completely understand what [The OCG Officer] was asking him. [The OCG Officer] informed Mr. Beckford that he had asked him if he had ever given Mr. Plummer any technical advice. His response was yes.



[The OCG Officer] asked Mr. Beckford that if he did not interact with contractors then why did he give Mr. Plummer his qualifications. He replied that over the years, they had developed a friendship and he told him that it was for the purpose of a reference. [The OCG Officer] asked Mr. Beckford if he did not see it as a conflict of interest considering Mr. Plummer's affiliation with NHT. He replied no. Mr. Beckford was asked if he contacted Mr. Plummer after the conversation with [The OCG Officer] via telephone. He replied yes, he told Mr. Plummer to withdraw his qualifications because he misrepresented his information and he did not give it to him for that purpose. [The OCG Officer] asked Mr. Beckford what he said to Mr. Plummer. He replied that he told him that he broke his trust and Mr. Plummer promised to get back his documents.

[The OCG Officer] asked Mr. Beckford to state his area of expertise. He replied he was a Civil Engineer. Mr. Beckford was asked if he had any experience in Civil Engineering. He replied he had experience in Structural Engineering. He was also asked if he had any experience in Road Maintenance. He said no. [The OCG Officer] attempted to show Mr. Beckford the application form that his name and qualifications were on but before he saw the application form, he replied it was the first time he was seeing an NCC application form... [The OCG Officer] asked if the information on the form was accurate. He said no...

[The OCG Officer] asked Mr. Beckford why his name was on Amoy Guthrie's application form. He replied he did not know. [The OCG Officer] asked if he knew that Intouch Construction and Security Company was the contractor for Ms. Guthrie. Mr. Beckford replied he did not know that because he has never seen Mr. Plummer on-site.

Mr. Beckford was asked if he knew of any other contractors apart from Ms. Guthrie that Mr. Plummer was involved with. He replied no he did not know. [The OCG Officer] asked Mr. Beckford if (sic) had ever seen him submit tender documents on behalf of other



contractors. He replied no. [The OCG Officer] asked Mr. Beckford if Mr. Plummer knew anyone at the OCG. He replied no. [The OCG Officer] asked Mr. Beckford who oversees the Small Contractors Programme. He replied he did not know. Mr. Beckford was asked if he was allowed to give technical assistance to contractors separate and apart from his function at the NHT. He replied no he did not know if he was allowed...”

OCG’s Interview with Mr. Neville Cookhorne which was dated 2009 December 29:

Mr. Cookhorne was contacted on December 28, 2009 to attend a meeting at the Office of the Contractor General (OCG) to discuss discrepancies discovered on the NCC application forms of five contractors associated with the NHT Small Contractors Programme.

[The OCG Officer] asked Mr. Cookhorne to state how long he had been working at the National Housing Trust (NHT) and his job function. He replied a little over five years, initially as a Project Officer and presently as an Estate Manager. [The OCG Officer] asked what role he played in the procurement process. He stated that he procured goods & services and construction services for the National Housing Trust. [The OCG Officer] asked Mr. Cookhorne if the NHT Small Contractors Programme was part of his portfolio. He replied no, he has never worked on the Small Contractors Programme. [The OCG Officer] then asked if he was ever a part of the process. He replied that he was involved with procurement of things for example bushing, emergency works and storm drain cleaning, but was never involved in the housing aspect...

[The OCG Officer] asked Mr. Cookhorne to name a few of the contractors he had dealt with over the years. He replied he knew most of them like Marlon Plummer, Mr. Dawson and Uriel Turner. [The OCG Officer] asked Cookhorne if he knew Lucien Lawrence, Amoy Guthrie and Johan O’Gilvie. He said no, but he had heard the names



in the office before. [The OCG Officer] then asked if he knew a Maurice McIntyre. He replied no. [The OCG Officer] asked Mr. Cookhorne to explain his relationship with Mr. Plummer. He stated that they worked on two projects in the past, Silver Sands (renovations of Sea Spice) and Adelphie in St. James. [The OCG Officer] asked if those contracts were NHT Small Contractor Programme. He stated no and that the tenders were advertised. [The OCG Officer] asked Mr. Cookhorne if he could recall a value. He replied he could not recall for sure but he thinks it was under a million dollars.

Mr. Cookhorne was asked to explain why his resume and qualifications were attached to the NCC application forms of two contractors. Mr. Cookhorne stated that Mr. Plummer had approached and told him that he needed him as a reference to upgrade his contractor status. He further stated that Mr. Beckford, his best friend in the office later approached him and asked him to assist Mr. Plummer with his request if he could. Mr. Cookhorne stated that Mr. Plummer later told him that he needed his original qualifications because he needed persons with degrees. [The OCG Officer] asked Mr. Cookhorne if he had ever worked or was currently working for Marlon Plummer in the capacity of consultant. He replied no. [The OCG Officer] asked Mr. Cookhorne if he was aware of Mr. Beckford working in the capacity of consultant for Mr. Plummer. Mr. Cookhorne replied no but to be honest he did not believe that Mr. Beckford was involved because he is a project officer in the Build on Own Land department and he would know more about the registration process than Mr. Beckford. [The OCG Officer] then asked Mr. Cookhorne if he was aware that Mr. Plummer had also placed his name and credentials on the application forms of Amoy Guthrie and Maurice McIntyre. He replied no.

[The OCG Officer] asked Mr. Cookhorne if he had ever asked Mr. Plummer at any time why he needed his original qualifications. He replied no, because there was a level of trust between himself and Mr. Plummer. [The OCG Officer] asked Mr. Cookhorne if



he was shown an NCC application by Mr. Plummer. He stated no, he has never seen an NCC application form and has no idea what it looks like. [The OCG Officer] asked Mr. Cookhorne if he had recently spoken to Mr. Plummer. He replied that the last time he spoke to him was after [an OCG Officer] had called him and told him that his name and credentials were on two application forms that Mr. Plummer had submitted to the NCC. He further stated that he told Mr. Plummer to retract his documents because it represented a conflict of interest. He also said that he had spoken to him again after he had received the call from the OCG for the meeting.

[The OCG Officer] asked Mr. Cookhorne if he had ever worked as a technical person for Mr. Plummer, he said no. [The OCG Officer] asked Mr. Cookhorne if he was in the department where Mr. Plummer would get projects. He replied yes he was but he is now in the Special Project and Planning Unit, where he planned and implemented projects. [The OCG Officer] asked Mr. Cookhorne if he had undertaken any procurement with these contractors, he replied he could not recall but it is possible. [The OCG Officer] asked Mr. Cookhorne to state whom he reported to, he stated the he reported to Brian Saunders, the Manager then Ms. Tracey-Ann Creary, Senior Manager and it goes up to the General Manager who is Mr. Michael Taylor.

[The OCG Officer] asked Mr. Cookhorne to state Mr. Taylor's position prior to this. He replied he was not sure but he arrived at the NHT he was the Assistant General Manager. [The OCG Officer] asked how Mr. Taylor knows about the contractors and their work. Mr. Cookhorne stated Mr. Taylor would vet everything that left the department. He was the person that headed the department so he had an intimate knowledge of everything that went on in the department. He also stated that every contract that was tendered had to be signed by Mr. Taylor.



[The OCG Officer] informed Mr. Cookhorne that based on the record the contractors received contracts that were awarded through the sole source method but did not go to the Procurement committee for approval. He asked Mr. Cookhorne if Mr. Taylor had received approval from the Procurement Committee. He replied that as far as he knew everything went to the Procurement Committee for approval. Mr. Cookhorne asked [The OCG Officer] what were the value of these contracts. [The OCG Officer] replied two million five hundred thousand to three million five hundred thousand. [The OCG Officer] asked Mr. Cookhorne to explain the procedure if contracts were below four million. He replied that previously three or four contractors would be selected; scope of work and value would be stated then submitted for approval. Upon approval about three quotations would be requested and the lowest quotation selected. A recommendation would be sent by memo to the manager and then forwarded to Mr. Taylor. [The OCG Officer] then asked Mr. Cookhorne to explain the procedure if the value was above four million dollars. He stated that it would be tendered based on procurement guidelines and internal procedures.

[The OCG Officer] asked Mr. Cookhorne if the nature of a contract was a factor why it was not submitted to the procurement committee for approval. He replied only if it was an emergency procurement. [The OCG Officer] asked Mr. Cookhorne how the list of contractors was generated. He replied that it was a list that was developed over the years and was assessed by senior management. [The OCG Officer] asked Mr. Cookhorne if he was aware of Mr. Plummer acting on behalf of other contractors. He replied he did not know. [The OCG Officer] asked Mr. Cookhorne who would normally contact the contractors. He replied the secretary or the project officers. Mr. Cookhorne was asked if he recalls calling any contractor. He replied yes he recalls calling Mr. Plummer and other companies.



[The OCG Officer] asked Mr. Cookhorne if Mr. O’Gilvie knew Mr. Plummer. He replied he did not know. [The OCG Officer] asked if he knew of the contractors sharing resources. He said no. [The OCG Officer] asked Mr. Cookhorne how would he assess the contractors to determine if they had the resources and capacity. He replied as long as they were NCC registered and had a valid Tax Compliance Certificate (TCC) they were considered to be okay. [The OCG Officer] asked Mr. Cookhorne to explain the payment aspect. He replied that the payment is dependent on the work completed which is verified before the officer makes the payment which is based on the contract sum. It is then submitted to the manager for assessment then forwarded to the Assistant General Manager or the Senior General Manager depending on the value, then finally to the accounts department.

*[The OCG Officer] asked if the contractors were required to collect their own cheques. He replied that is normally the case. However he knows of officers who have collected on the contractor’s behalf. Mr. Cookhorne was asked if a contractor can collect on behalf of another contractor. He replied he has never seen it happen but it is possible. [The OCG Officer] asked Mr. Cookhorne if he or Mr. Beckford has given technical advice to Mr. Plummer. He replied no and further stated that Mr. Beckford did not interact with contractors. [The OCG Officer] asked Mr. Cookhorne if he knew Mr. Beckford’s area of expertise. He stated he had studied Civil Engineering. **[The OCG Officer] then asked if Mr. Beckford could have then provided advice based on his area of expertise. He replied yes that is why Mr. Plummer had approached him.***

[The OCG Officer] asked if it was standard for the NHT to provide reference letters for contractors. He replied he would not say it was standard but it was not unusual. He was further asked if Mr. Taylor was acting in his capacity to provide these references. He stated yes, but if it was a major contractor he would forward to Mr. Donald Moore.



[The OCG Officer] asked if Mr. Cookhorne knew if Mr. Plummer had received any additional work, since he is not presently registered. He replied he did not know.

*[The OCG Officer] asked if he knew any of the officers that were presently associated with the Small Contractors Programme. He replied Ceric Spence, Peter-Ann Dick, Andre Christie, Christopher Montgomery and Aletia Kerr. [The OCG Officer] asked Mr. Cookhorne if Mr. Plummer has ever mentioned having a relationship with anyone at the OCG. He replied no. [The OCG Officer] asked Mr. Cookhorne to state the area of his expertise. **He replied he studied Architecture at the University of Technology. [The OCG Officer] asked Mr. Cookhorne if he had any experience in Civil Engineering and Road Maintenance. He replied no, his skill set was in Building Construction. [The OCG Officer] showed Mr. Cookhorne the section of the application that stated that he had experience in the following areas and he had worked with the contractor for one year. Mr. Cookhorne stated that the information on the application form was false...***

(OCG Emphasis)

OCG's Interview with Mr. Michael Taylor which was dated 2009 December 30:

Mr. Taylor was contacted on December 29, 2009 to attend a meeting at the Office of the Contractor General (OCG) to discuss discrepancies discovered on NCC application forms of five contractors associated with the NHT Small Contractors Programme ...

[The OCG Officer] asked Mr. Taylor to state how long he has been at the NHT. He replied since January 2, 1990. [The OCG Officer] asked when the Small Contractor Programme became his responsibility. Mr. Taylor replied in 1995. He stated that he was a Project Manager in 1995 and he did not have anything to do with the Small Contractor Programme until he assumed the responsibility of Assistant General Manager of the Project Management Department in 2005. He said the Small Contractors Programme



was always the responsibility of Project Management but was transferred to Project Appraisal and Management (PAM) in 2006/2007. [The OCG Officer] asked Mr. Taylor to explain his role as a project manager as it relates to the Small Contractor Programme. He replied that he did not have anything to do with the Small Contractor Programme then, and there was a unit in Project Management that was responsible for that. His role was the larger development of infrastructure and housing programmes.

[The OCG Officer] asked Mr. Taylor to explain his responsibilities once he took over. He replied that he was responsible for ensuring that the delivery targets were met and would sign disbursements up to his signing limit and also make recommendations. [The OCG Officer] asked what was his signing limit was. He stated up to Ten Million dollars (J\$10,000,000.00), but in terms of the approval of contracts he would make recommendations to the General Manager or the Senior General Manager. [The OCG Officer] asked Mr. Taylor if he meant recommendations in terms of putting them on the list or awarding a contract. He replied that persons who had an interest would come in or write to the NHT, he would then request a company profile, the Project Managers would assess the application forms and then make their recommendations to him. [The OCG Officer] asked Mr. Taylor to state the names of the Project Managers. He replied Michael Laing, Dayne Hanz(sic), Richard Schloss, Andre Christie and Norman Boswell.

[The OCG Officer] asked Mr. Taylor to explain how the Project Officers would make their recommendations. He replied they would look at qualifications, their capacity and make contact to find out if they were interested. [The OCG Officer] asked if the process was competitive and to explain what the evaluation process entailed. He replied no, anyone was chosen as long as they met the criteria. The names would then be forwarded to him and he would make the recommendations to the Senior General Manager. The evaluation entailed him verifying the information that was provided by the Project Officers. [The OCG Officer] asked Mr. Taylor if there has ever been an instance where



he had rejected a recommendation that was presented to him. He replied yes, he made a decision last year to eliminate some contractors from the list because of capacity issues.

[The OCG Officer] asked if Mr. Taylor would say that the project managers did not do a good evaluation. He replied that he would not say that because it was not a decision, it was a recommendation and in his judgment he did not accept it.

[The OCG Officer] asked if the Senior General Manager did his own verification. He replied yes, he would do his own due diligence but would also rely on the Project Manager's recommendations. [The OCG Officer] asked if there was an instance where the Senior General Manager did not approve his recommendations. Mr. Taylor stated that he could not recall, he also stated that since 2005 his department did only four projects under the Small Contractor Programme. They were Bernard Lodge 22 units, Frome 23 units, New Yalmouth (sic) 10 units and started Frome phase two which is 114 units. [The OCG Officer] asked if those were the only programmes that fell under the Small Contractor Programme. He replied no, his department did those projects but Project Appraisal and Management (PAM), headed by Clinton (sic) Masters, would have done other projects.

[The OCG Officer] asked Mr. Taylor to explain the process of awarding a contract to a small contractor between 2005 to present. He replied that the process started with a recommendation from a project manager to the Assistant General Manager and then to the Senior General Manager after which the contract is awarded. [The OCG Officer] asked if any of those contracts were advertised or was it just a recommendation from the project manager. Mr. Taylor replied that the contractors from the list were selected based on their qualifications, capacity and their NCC approval in the category of Building Construction at Grade 4.



[The OCG Officer] asked if there was a procurement committee involved. Mr. Taylor replied not up to August 2009, it would be the Assistant General Manager that would approve the list. [The OCG Officer] asked Mr. Taylor if he was aware of the procurement guidelines. He replied yes. [The OCG Officer] then asked what were the average value of the contracts. He replied under Four Million Jamaican dollars (J\$4,000,000.00) and it is now Ten Million (J\$10,000,000). [The OCG Officer] asked if Mr. Taylor had had matched the internal procedures with the procurement guidelines. He replied yes, the Small Contractors Programme was approved by the NCC. [The OCG Officer] asked if there was a document that outlined the approval of the Small Contractors Programme by the NCC. He replied yes. Mr. Taylor further stated that the Small Contractors Programme is a special programme that allows the NHT to award these contracts up to certain amount. He explained that the Programme had a labour and a material component and the requirements of the material component were strictly adhered to. [The OCG Officer] asked Mr. Taylor if they had fully utilized the Government Procurement and Procedures Handbook when dealing with the material component. He replied yes, the entire programme was approved but it was the labour component that would go to tender.

[The OCG Officer] asked if the contracts amounts that have been awarded thus far and was listed on the QCA report was for the labour component only. He replied yes.

[The OCG Officer] asked Mr. Taylor to explain what the process was prior to 2006 when the NCC formally approved the programme. Mr. Taylor replied that the background information and all the related details for the labour component was submitted to the NCC along with the basis on which the contractors were selected. [The OCG Officer] asked Mr. Taylor if the NHT was doing “their own thing” prior to the formal approval of the programme by the NCC. He replied strictly speaking yes. [The OCG Officer] asked what prompted the NHT to seek the NCC’s approval. Mr. Taylor replied that he could not



answer that question as it was not within his portfolio, so either Mr. Moore or Mr. Masters could answer that question.

[The OCG Officer] asked Mr. Taylor if the labour component was done by sole source without the procurement committee's approval. He replied yes. [The OCG Officer] asked who was responsible for the Morris Meadows project. He replied Clinton (sic) Masters...[The OCG Officer] asked how was the monitoring of the contracts done. Mr. Taylor replied that there were individuals on the site that monitored and dealt with the quality assurance. [The OCG Officer] asked if they were NHT staff. He replied yes and a few of them were contracted. He added that the NHT normally employed site staff on contract. [The OCG Officer] asked Mr. Taylor if the contractors would physically collect their contract documents. He replied yes they would have to come to the NHT to sign off on the documents. [The OCG Officer] asked if anyone other than the contractor could sign. He replied that he did not know. [The OCG Officer] asked if it was mandatory for the contractors to attend the site meetings once they had received the contracts, Mr. Taylor replied if a contractor was unable to attend a pre-construction meeting the NHT would reschedule another meeting that they were required to attend. [The OCG Officer] asked Mr. Taylor if there were minutes or a log of the site meetings. He replied yes.

[The OCG Officer] asked Mr. Taylor if he knew Marlon Plummer of Intouch Construction and Security Company and what was the extent of their relationship. He replied that he has known Mr. Plummer for a couple of years, and he saw him a few times at football matches...

[The OCG Officer] asked if he also knew Johan O'Gilvie. Mr. Taylor replied he used to play football with him, and they both went to Wolmers High School and he has seen him at the office a few times but that is the extent of the relationship.



[The OCG Officer] then asked if he knew Lucien Lawrence, Amoy Guthrie and Maurice McIntyre. He replied no.

[The OCG Officer] asked Mr. Taylor who had made the request for the recommendation letters he received. He replied the Project Officer, Mr. Richard Schloss. [The OCG Officer] asked Mr. Taylor if he received all five reference letters at once. He replied yes. [The OCG Officer] asked if Mr. Schloss had submitted any other document in addition to the letters. Mr. Taylor replied that he would have verified the contractors before signing but he could not recall if he had asked Mr. Schloss if they worked with PAM. [The OCG Officer] asked Mr. Taylor to explain how he would validate the information given to him by the project managers. He replied that he would verify that the contractors actually worked on the Small Contractor Programme. He would also validate their performance and competence.

[The OCG Officer] asked Mr. Taylor if any contractor had attempted to bribe him during his tenure at the NHT. He said no. [The OCG Officer] asked if he was paid to act as a consultant by any contractor on any of the projects. He said no. [The OCG Officer] also asked Mr. Taylor if he knew of anyone at the NHT who did. He said no.

[The OCG Officer] asked Mr. Taylor if he was aware that Mr. Richard Beckford and Mr. Neville Cookhorne appeared on the application forms of Amoy Guthrie and Maurice McIntyre as full-time staff. Mr. Taylor replied no, but Mr. Cookhorne requested time off yesterday to attend his interview and Mr. Masters also informed him yesterday that Mr. Beckford had a similar meeting. [The OCG Officer] asked Mr. Taylor if he knew of Mr. Cookhorne's experience in Civil Engineering. He replied no, and that he has Architectural experience. [The OCG Officer] asked him to explain Mr. Cookehorne's role at the NHT. He replied that he was in the Planning Unit. [The OCG Officer] asked if



Mr. Beckford was a Civil Engineer. Mr. Taylor replied yes, he was competent in that area.

[The OCG Officer] asked Mr. Taylor if an NHT employee could be a full-time employee elsewhere. He replied stating that written permission would be required to do so. [The OCG Officer] asked how Mr. Cookhorne and Mr. Beckford would know the contractors. Mr. Taylor replied that they had nothing to do with construction. [The OCG Officer] also asked if Mr. Plummer had ever mentioned to him any of the other four contractors. He replied never. [The OCG Officer] asked if it was a requirement of the NHT that the contractors be present on-site. He replied not necessarily. [The OCG Officer] then asked if the contractors would be required to be present at some stage. He replied yes, at the site meetings. [The OCG Officer] asked Mr. Taylor if it was a requirement of the NHT that the contractors be present on-site. He replied not necessarily. [The OCG Officer] then asked if the contractors would be required to be present at some stage. Mr. Taylor replied yes at the pre-construction meetings. He further explained that normally, there are site meetings that the contractor should attend but they also have foremen who can attend the meetings on their behalf. [The OCG Officer] asked Mr. Taylor if Mr. Plummer has ever represented other contractors at the site meetings. He replied he did not know.

[The OCG Officer] asked if he had knowledge of Amoy Guthrie and Maurice McIntyre working on the Frome project. Mr. Taylor replied that he knew Johan O’Gilvie but not the others; he would probably have seen them but do not know their names. Mr. Taylor told [The OCG Officer] that he recalls being at one site meeting for the Frome project because there was an issue with the materials and as far as he knew all the contractors were present because they were all affected. [The OCG Officer] asked if the minutes of that meeting were recorded. Mr. Taylor replied no. [The OCG Officer] asked Mr. Taylor if the site diaries were maintained. He replied he did not think they would maintain that level of detail but weekly reports and daily records were maintained and stored by the



Project Manager. [The OCG Officer] asked Mr. Taylor to state his relationship with Mr. Plummer. He replied he did not know him before working with the NHT, but he stated that Mr. Plummer has been with the NHT since 1999 and has tendered on numerous contracts outside of the Small Contractors Programme.

[The OCG Officer] asked Mr. Taylor if preparing the reference letters would be a standard thing he would do for any contractor. He replied yes, but if it was a major contractor like an Ashtrom, he would prepare the letter and forward it to the Senior General Manager for his signature. [The OCG Officer] asked if he queried the reason for the reference. He replied that there would be no reason for him to query the letters.”

OCG’s Interview with Mr. Richard Schloss which was dated 2010 January 5:

“Mr. Schloss was contacted on January 4, 2010 to attend a meeting at the Office of the Contractor General (OCG) to discuss discrepancies discovered on the NCC application forms of five contractors associated with the NHT Small Contractors Programme...

[The OCG Officer] asked Mr. Schloss to state his name and how long he has been working at the National Housing Trust (NHT). He replied Richard Schloss and he has been at the NHT officially since 2000, but he also worked at the NHT during the summers from 1994-1995. [The OCG Officer] asked which department he worked. He replied, in 2000 he was employed as a resident engineer, in 2006 he was appointed Project Officer and in 2007 he was appointed Project Manager. [The OCG Officer] asked Mr. Schloss when he became involve in the Small Contractor Programme. He replied that he became involved for the first time last year when he did his first project under the Small Contractors Programme.



[The OCG Officer] asked Mr. Schloss to explain his role in the process. He stated that he selects the contractors from a list based on their performance, track record and recommendations from other officers. He would then forward the selected contractors to the Project Manager who would then forward a recommendation to the Assistant General Manager and then the Senior General Manager for approval. [The OCG Officer] asked Mr. Schloss if the process began with him. He replied yes, he would consult with the other project officers on contractors performance, if they are NCC approved and compile his list from the larger list.

[The OCG Officer] asked Mr. Schloss who were the officers he would consult with. He replied all of the officers in the Project Department. [The OCG Officer] then asked Mr. Schloss to tell him the names of some of the officers. Mr. Schloss replied Ceric (sic) Smith, Dane Hanz (sic) and Andre Christie. [The OCG Officer] asked if there was anyone else he could recall. He replied no. Mr. Schloss stated that once the amount of the contract is less than ten million dollars they would select several contractors under the Small Contractor Programme. [The OCG Officer] asked how many contractors were in the Small Contractors Programme. Mr. Schloss replied a lot.

[The OCG Officer] asked Mr. Schloss if he knew Amoy Guthrie as a contractor. He replied yes, according to the documentation he had and he recommended her for the Frome Housing Development Project. [The OCG Officer] asked Mr. Schloss if he has ever seen Amoy Guthrie. He replied once at the office. [The OCG Officer] asked what year. He replied in 2008. [The OCG Officer] asked if he recalled seeing her on any of the sites. Mr. Schloss replied that the contractor would visit the sites or send a representative, and only if it were important he would request the contractor to be there.

[The OCG Officer] asked if he recalled who represented her. He replied Mr. Marlon Plummer. [The OCG Officer] asked if Mr. Plummer had ever acted on her behalf. He



replied yes, and he remembered once he had requested to see her NCC approval and her Tax Compliance Certificate (TCC) and he provided them. [The OCG Officer] asked Mr. Schloss how he contacts her after selecting her from the list. He replied by phone. [The OCG Officer] asked Mr. Schloss what feedback he received from Ms. Guthrie when he called to request the documents. He replied that she said Mr. Plummer would provide whatever information he needed.

[The OCG Officer] asked Mr. Schloss if Ms. Guthrie came in to sign her contract document. He replied that he sent them to her. [The OCG Officer] asked if that was standard procedure. Mr. Schloss replied yes for him it was. [The OCG Officer] asked Mr. Schloss what was the NHT's procedure. He replied he was not sure. [The OCG Officer] asked Mr. Schloss to explain the process. He replied that he would prepare a letter and forward to his supervisor, Mrs. Dacres to review. Once reviewed it would be sent to the secretary to disseminate. [The OCG Officer] asked if the agency normally mails it out. He replied the secretary would call and inform the contractor to collect or to have a representative collect same. [The OCG Officer] asked Mr. Schloss if Mr. Plummer would have collected and returned Ms. Guthrie's documents to the NHT. He replied if he had any issues he would call Mr. Plummer.

[The OCG Officer] asked Mr. Schloss if the contract documents were signed in his presence. He replied not necessarily. [The OCG Officer] then asked if it was a requirement for the contractor to be on site for the Small Contractors Programme. Mr. Schloss replied not necessarily and stated that if there was an urgent issue he would request that the contractor or the representative attend a site meeting. [The OCG Officer] asked Mr. Schloss how long Ms. Guthrie worked on the Frome project. He was unable to give a clear response but confirmed that it was completed on time. [The OCG Officer] asked Mr. Schloss to explain the payment process. He stated that the site representative would do an evaluation of the work completed and submit to the Senior



Project Manager. However if it exceeded One Million Five Hundred Thousand (J\$1,500,000.00) the Assistant General Manager would sign off and submit to the accounts department. [The OCG Officer] asked Mr. Schloss if he had knowledge of how the cheques were collected. He replied no that was another department.

*[The OCG Officer] asked Mr. Schloss what other contractors he worked with. He replied Maurice McIntyre, Intouch Construction and Security Company, Dawson Construction, Uriel Turner, George Sharpe, Motex, Johan O’Gilvie and Sealand Electrical. [The OCG Officer] asked if he worked with Lucien Lawrence. Mr. Schloss replied yes, but could not recall what project Mr. Lawrence worked on. [The OCG Officer] asked Mr. Schloss if he has ever seen Maurice McIntyre. He replied he saw him once in January or February 2009 but he does not know him personally. [The OCG Officer] asked if Mr. McIntyre’s contract documents were forwarded to him by the NHT. Mr. Schloss replied he was not sure. [The OCG Officer] then asked if the contract documents for Johan O’Gilvie were forwarded to him as well. Mr. Schloss replied that Mr. O’Gilvie had collected his. [The OCG Officer] asked Mr. Schloss if he had seen him. He replied he was not sure. **[The OCG Officer] then asked who would collect on behalf of Amoy Guthrie, Lucien Lawrence, Maurice McIntyre and Johan O’Gilvie. Mr. Schloss replied Mr. Plummer or Mr.O’Gilvie would collect because they were always at the NHT. Mr. Schloss further added that he remembers because a letter was once prepared for them to take to the NCC and both Mr. Plummer and Mr. O’Gilvie collected them.***

[The OCG Officer] asked who had requested the letters. Mr. Schloss replied that there was a project to be completed and he needed their NCC approval but they did not have it so they requested a letter to be addressed to the NCC acknowledging that they had done work for the NHT and they were being considered for other projects. [The OCG Officer] asked if it was normal procedure for the NHT to prepare letters of that nature. He replied if the contractors requested it.



[The OCG Officer] asked Mr. Schloss if he has ever seen Lucien Lawrence. He replied once. [The OCG Officer] asked Mr. Schloss to describe him. He replied he was unable to. [The OCG Officer] asked Mr. Schloss to describe Amoy Guthrie. He replied he was unable to, [The OCG Officer] then asked him to describe Maurice McIntyre. He replied he was of slim built. [The OCG Officer] asked Mr. Schloss where he had seen him. He replied at a pre-construction meeting. [The OCG Officer] asked Mr. Schloss if he could describe Mr. O’Gilvie. He replied yes.

[The OCG Officer] asked how well he knew him. He replied he would see him at the office and he recalled once he had battery problems and needed at [sic] jump-start and he called him for assistance. [The OCG Officer] asked where. He replied in Portmore. [The OCG Officer] asked if Mr. Schloss lived in Portmore. He replied yes. [The OCG Officer] then asked if he knew Mr. O’Gilvie socially. Mr. Schloss replied no.

[The OCG Officer] asked Mr. Schloss if Mr. Plummer had ever requested another reference apart from the reference letter addressed to the NCC. He replied Mr. Plummer approached him in 2004 and asked him to be a reference because he said he needed a loan at the bank and a reference was requested. [The OCG Officer] asked what the purpose of the loan was. Mr. Schloss replied Mr. Plummer stated that he was buying and renovating a house. [The OCG Officer] then asked Mr. Schloss how his credentials would help Mr. Plummer. He replied that Mr. Plummer said he wanted to include him in his company profile as a consultant. Mr. Schloss further stated that he did not see that as a conflict of interest because he told him as long as it had nothing to do with the NHT it was okay. [The OCG Officer] asked Mr. Schloss if he had given him his original qualification. He replied no, but added that in October 2009, Mr. Plummer had asked him for his original qualification and he gave it to him.



[The OCG Officer] asked Mr. Schloss if he did not have a problem with Mr. Plummer requesting his original qualifications. He replied no. [The OCG Officer] asked Mr. Schloss if he knew Mr. Plummer from NHT and if he knew him socially. Mr. Schloss replied yes, he knew Mr. Plummer from NHT but he did not know him socially. [The OCG Officer] informed Mr. Schloss that he was on Mr. Plummer's application form as a full-time staff for five consecutive years. Mr. Schloss replied that he was not aware of that. [The OCG Officer] asked Mr. Schloss to confirm if he only worked on one project during 2004-2009. He replied yes, the Frome Housing Development Project. [The OCG Officer] asked Mr. Schloss if he had ever worked with Intouch Construction and Security Company outside of the Small Contractors Programme. He replied yes, on small projects through limited tender. [The OCG Officer] asked how many times Mr. Plummer would have won those contracts. Mr. Schloss replied he could not recall.

*[The OCG Officer] asked Mr. Schloss how it was possible for him to be Mr. Plummer's consultant if he was employed to the NHT. He replied that Mr. Plummer did not come to him for advice he only used his name and qualifications to get the loan. **[The OCG Officer] then asked if he had ever worked for Mr. Plummer in any capacity since he had a background in Civil Engineering. Mr. Schloss replied no. [The OCG Officer] asked if Mr. Plummer had ever paid him. He replied no he was okay with his salary from NHT.** [The OCG Officer] asked why Mr. Plummer would ask him and not anyone else. Mr. Schloss replied he did not know if he had asked anyone else.*

[The OCG Officer] asked Mr. Schloss if he knew Mr. Richard Beckford and Neville Cookhorne. He replied yes. [The OCG Officer] then asked Mr. Schloss if Mr. Beckford and Mr. Cookhorne knew Mr. Plummer. He replied everybody at NHT knew Mr. Plummer. Mr. Schloss explained that when Mr. Plummer visited he would greet everybody. [The OCG Officer] asked if he was working on any projects with any of the



five contractors presently. He replied Frome Housing Development phase two was pending the NCC approval for the five contractors.

[The OCG Officer] asked Mr. Schloss if there had been any complaints about their performance. He replied that as far as he knew there has never been a problem with their performances. [The OCG Officer] informed Mr. Schloss that only Johan O’Gilvie and Intouch Construction and Security Company were authentic contractors and that the other three contractors were ‘shell’ companies. Mr. Schloss said he did not understand. [The OCG Officer] asked Mr. Schloss if he had been on any of the sites. He replied yes but if there was no major issues or problems it would not be necessary for the contractors to be on site. Their representative could act on their behalf. [The OCG Officer] asked Mr. Schloss if Mr. Plummer and Mr. O’Gilvie would act on behalf of Lucien Lawrence, Maurice McIntyre and Amoy Guthrie. He replied yes. Mr. Schloss was asked if he had a personal relationship with both Mr.Plummer and Mr. O’Gilvie. He replied no.

[The OCG Officer] asked Mr. Schloss on what basis could he attest to the five contractors performing satisfactory on contracts since the recommendation letters were attesting to that. He replied he could attest to the scope of work, the quality and completion time for all five contractors without complaint. He further stated that he recommended them for other projects. [The OCG Officer] asked what the normal scope of relationship was between contractors and the NHT. Mr. Schloss replied that he did not have a personal relationship with any of the contractors and he would ensure that due diligence was done before selecting the contractors and making his recommendations. [The OCG Officer] asked Mr. Schloss to explain how he would make that selection, he stated that he would consult other officers on past performance, track record, quality and time and from their [sic] create his list of contractors.



[The OCG Officer] asked if he also ensured that they were NCC registered and had a valid TCC. He replied yes. [The OCG Officer] asked if this information was on record at the NHT. Mr. Schloss replied yes. [The OCG Officer] asked Mr. Schloss to explain what happened after he had done his due diligence. He replied that he would forward his recommendations to the Senior Project Manager, then to the Assistant General Manager and finally to the Senior General Manager. [The OCG Officer] asked him to explain the process after the recommendations were approved. Mr. Schloss replied that he would prepare correspondences [sic] to notify the contractors, the contract documents would then be prepared by the company lawyer and returned for signature, he would then request a meeting with the contractor or the representative. [The OCG Officer] asked how he verified that the representative was authentic. He replied that the secretary would call and inform them to collect the documents.

*[The OCG Officer] asked Mr. Schloss if the contractor prepared any documents. He replied no, the BQ, the drawings, the specifications and any appendix is prepared and sent to the Company lawyer who then prepares the contract documents in triplicates. [The OCG Officer] asked Mr. Schloss if he would request a meeting once everything was finalized. He replied yes, he would meet with them to inform them about the facilities, duration, quality, water, light etc. [The OCG Officer] asked Mr. Schloss if he would personally inform the contractors. He replied no but he would request the meeting. **[The OCG Officer] asked Mr. Schloss if he had found it strange that Mr. Plummer was representing the other four contractors at site meetings. Mr. Schloss replied no, because he had seen them working in groups before and he thought it was cost effective.** [The OCG Officer] stated that he could understand as it being applicable to their resources but not as it related to the site meetings. Mr. Schloss stated that he overlooked it because he had no problem with their performances on previous contracts. He further stated that he only wanted to ensure that they were performing satisfactory.*



[The OCG Officer] asked Mr. Schloss if anyone else had ever mentioned Mr. Plummer representing them on contract sites. He replied no. Mr. Schloss was asked [sic] it was normal for the contractors to pool resources on site. He replied yes. [The OCG Officer] asked Mr. Schloss to explain what happened before the contractors received payment. He replied that his site representative, Earl Saunders would examine the work completed. [The OCG Officer] asked Mr. Schloss who was responsible for workers on site. He replied the contractor's representative. [The OCG Officer] asked if the site diary was maintained and stored at the NHT. He replied yes, it was maintained but Mr. Saunders, the site representative kept it. [The OCG Officer] asked if the NHT would rely on the NCC approval to verify the authenticity of the contractors. Mr. Schloss replied yes.

[The OCG Officer] asked Mr. Schloss if he had knowledge of Amoy Guthrie, Maurice McIntyre and Lucien Lawrence being on sites. He replied he glimpsed Ms. Guthrie at the office once. He said that Mr. Plummer told him that Mr. McIntyre was on site. [The OCG Officer] asked Mr. Schloss if [The OCG Officer] had given him a background on why he was here. He replied no. [The OCG Officer] informed Mr. Schloss that the OCG had issued a media release, which stated that significant irregularities were uncovered within the NCC contractor registration process, which involved the five contractors. The matter was already referred to the Police, and that the Prime Minister and the NHT chair were advised. [The OCG Officer] went further to state that the OCG is an anti-corruption Commission of Parliament with the power of a Supreme Court Judge, so if it was discovered that his answers were not truthful he could be prosecuted, as it was a criminal offence under Section 29 of the Contractor General Act, to mislead a Contractor General or any of his Officers. [The OCG Officer] stated that the OCG was in the process of concluding the contractor interview aspect of the investigation by the end of the week.

Mr. Schloss was informed that his name was featured several times on the application form of one of the contractors. He was on the application form of the mastermind of the



conspiracy, Mr. Plummer, and he was the person that made the recommendations for the award of these contracts. In addition he had drafted all five reference letters stating that all five contractors had performed satisfactory on contracts...

[The OCG Officer] asked Mr. Schloss if he paid any attention to the signatures on the contract documents. He replied not really, he just wanted to ensure that there was a signature on the documents. [The OCG Officer] asked who would normally retain the contract. Mr. Schloss replied that each manager or officer would have a filing cabinet. He also stated that the contract was done in triplicate, one to the lawyer, and the others to the contractor and...to his department to facilitate payment.

[The OCG Officer] asked Mr. Schloss to confirm if the Frome Housing Development project was the only project that was undertaken by him under the Small Contractors Programme. He replied yes. [The OCG Officer] asked if there were more than fifty contractors on the list. He replied yes. [The OCG Officer] asked Mr. Schloss to state the percentage of the contract all five contractors would receive. He replied that for his projects he selected eight from the estimated fifty contractors. [The OCG Officer] asked if it was a coincidence that the five contractors were among the eight he had chosen from the list. He replied he would have chosen the best from the list. [The OCG Officer] told Mr. Schloss that the coincidence of him narrowing the list to include those five contractors was suspicious and questionable. Mr. Schloss replied that he selected that based on performance alone. [The OCG Officer] asked if the others had not performed satisfactory. He replied he would have taken into consideration the recommendations of the other officers.

[The OCG Officer] asked if there were any other contractors that frequently visited the NHT and was as well known as Mr. Plummer. Mr. Schloss replied yes there were other contractors that have worked with the NHT for years, for example Mr. Dawson. [The



OCG Officer] informed Mr. Schloss that his recommendations were not quantitative but based only on historical or past data, which puts him in a precarious position. Choosing the contractors was like 'picking someone out of a hat' and if he could call one of the contractors for assistance then it means he has a close relationship with some of the persons on the list. [The OCG Officer] told Mr. Schloss that he stated that he has never met three of the contractors but he drafted all five reference letters.

[The OCG Officer] asked Mr. Schloss if Mr. Plummer informed him about what was going on the last time they spoke. He replied the last time he spoke to Mr. Plummer was on New Year's Eve when Mr. Plummer called to wish him all the best for the New Year. [The OCG Officer] informed Mr. Schloss that Neville Cookhorne and Richard Beckford were on Amoy Guthrie and Maurice McIntyre's application as full-time staff. Mr. Schloss said it was hard to believe. [The OCG Officer] asked Mr. Schloss if Mr. Plummer had told him to expect a call from the OCG. He replied yes, just before he got a call from the OCG about this interview. [The OCG Officer] asked if the Assistant General Manager had mentioned anything about the situation. He replied yes, he told him that the OCG was going to call him.

[The OCG Officer] asked Mr. Schloss to confirm if the Frome project was the only project in which he had worked with all three contractors. He replied yes. [The OCG Officer] asked if the company secretary would mention who she spoke to when she called the respective contractors. Mr. Schloss replied no, he just wanted to ensure that the information was sent out and the time it would be returned. [The OCG Officer] asked if Mr. Plummer would know of upcoming projects. Mr. Schloss replied yes, if he requested the information. [The OCG Officer] asked if any contractor could access that information. Mr. Schloss replied yes..." (OCG Emphasis)



Having regard to the foregoing disclosures, which were made during the interviews which were conducted with four (4) of the five (5) implicated NHT personnel, the OCG found the following to be of material import:

1. That Mr. Richard Beckford indicated that he only knew of Mr. Marlon Plummer through his interactions with persons within the NHT's Projects Department and that over the years he had developed a friendship with Mr. Plummer.
2. That Mr. Richard Beckford informed the OCG that he had in fact provided Mr. Marlon Plummer with his copies of his credentials and a copy of his Resume, for the purpose of supporting an upgrade of Mr. Plummer's contractor status.
3. That Mr. Beckford informed the OCG that he was approached by Mr. Neville Cookhorne who asked that he act as a reference for Mr. Plummer.
4. That notwithstanding the fact that Mr. Beckford was listed as a full time employee of Ms. Amoy Guthrie, and Mr. Maurice McIntyre, Mr. Beckford informed the OCG that he did not know Ms. Amoy Guthrie, Mr. Lucien Lawrence, Mr. Maurice McIntyre or Mr. Johan O'Gilvie as NHT contractors.
5. That Mr. Richard Beckford informed the OCG that he had never offered or provided Mr. Marlon Plummer or any other contractor with any technical advice.
6. That Mr. Beckford indicated that he had since communicated with Mr. Marlon Plummer and instructed him to withdraw his qualifications based upon his misrepresentation of same and that he had not provided Mr. Marlon Plummer with his credentials for the purpose in which they were used.



7. That Mr. Neville Cookhorne informed the OCG that while he knew Mr. Marlon Plummer, he did not know Mr. Lucien Lawrence, Mr. Maurice McIntyre, Ms. Amoy Guthrie or Mr. Johan O’Gilvie.
8. That Mr. Neville Cookhorne informed the OCG that he was approached by Mr. Marlon Plummer who asked that he act as a reference for him in an effort to upgrade his contractor status. Mr. Cookhorne further added that he was later approached by Mr. Richard Beckford who also asked that he provide a reference for Mr. Marlon Plummer.
9. That Mr. Neville Cookhorne informed the OCG that he had never worked for Mr. Marlon Plummer and that he was unaware that his name and credentials had been on the Application Forms for Ms. Amoy Guthrie and Mr. Maurice McIntyre.
10. That Mr. Cookhorne indicated that while it was not standard procedure for NHT personnel to provide references for contractors it was not unusual.
11. That Mr. Richard Schloss informed the OCG that his role in the process involved the selection of contractors from a list based upon their performance, track record and recommendations from other officers. He articulated that he would then forward the selected contractors to the Project Manager who would then forward a recommendation to the Assistant General Manager and then the Senior General Manager for approval.
12. That Mr. Schloss acknowledged that he knew Ms. Amoy Guthrie as a contractor, and that though he had recommended her for the Frome Housing Project he had only seen her once at the NHT’s office.
13. That Mr. Schloss informed the OCG that contractors would either visit construction sites or have their representatives carry out this task. It is instructive to note that Mr. Richard



Schloss informed the OCG that Mr. Marlon Plummer was the representative for Ms. Amoy Guthrie who represented her on construction sites. Further, Mr. Schloss informed the OCG that he had requested to peruse the NCC and TCC for Ms. Guthrie and that same had been provided to him by Mr. Plummer on her behalf. Mr. Schloss also advised the OCG that Ms. Guthrie had given an undertaking that Mr. Marlon Plummer would provide him with any documentation which he may need.

14. That Mr. Richard Schloss indicated that he had worked with Mr. Marlon Plummer, Mr. Lucien Lawrence, Mr. Johan O’Gilvie and Mr. Maurice McIntyre.
15. That Mr. Schloss indicated that documentation pertaining to Ms. Amoy Guthrie, Mr. Lucien Lawrence, Mr. Maurice McIntyre and Mr. Johan O’Gilvie were collected by either Mr. Plummer or Mr. O’Gilvie.
16. That Mr. Schloss informed the OCG that Mr. Marlon Plummer had approached him in 2004 and asked that he act as a reference for him for a Bank loan for which he had applied. Mr. Schloss added that Mr. Plummer wanted to include him in his company profile as a Consultant. Further, Mr. Schloss stated that he did not see his involvement as a conflict of interest since he was told that it had nothing to do with the NHT.
17. That Mr. Schloss informed the OCG that he was later approached by Mr. Marlon Plummer in 2009 October, at which time Mr. Plummer requested his original credentials, which he in turn provided to him.
18. That Mr. Schloss informed the OCG that while he had no problem providing Mr. Marlon Plummer with original copies of his credential, he was unaware that Mr. Marlon Plummer had represented him as a fulltime employee of his company and submitted his academic and professional particulars in support of same.



19. That Mr. Schloss informed the OCG that he had worked with Intouch Construction and Security Ltd./Mr. Marlon Plummer outside of the Small Contractors Programme on other small projects which utilized the Limited Tender procurement methodology.
20. That Mr. Schloss informed the OCG that Mr. Plummer and Mr. O’Gilvie would act on behalf of Mr. Lucien Lawrence, Mr. Maurice McIntyre and Ms. Amoy Guthrie.
21. That Mr. Schloss informed the OCG that the NHT has never received any complaints about the performance of any of the referenced suspected ‘sham contractors’ and that his attestation of same was based upon scope of works, the quality of the works and the completion time for all five (5) contractors.
22. That Mr. Schloss indicated that he did not have a personal relationship with any of the referenced contractors and that he would ensure that due diligence was done before selecting the contractors and making his recommendations. Further, Mr. Schloss informed the OCG that his selection was made based upon, amongst other things, consultation with other NHT officers on past performance, track record, quality and time.
23. That Mr. Schloss indicated that he found nothing strange about Mr. Plummer representing the other four (4) contractors at site meetings and that he had seen the contractors working in groups before and considered it to be a cost effective strategy.



THE EXTENT OF THE INVOLVEMENT OF CERTAIN NHT PERSONNEL IN THE NHT'S SMALL CONTRACTORS' PROGRAMME

Having regard to the circumstances attending this matter and, in particular, the fact that certain NHT personnel have been implicated to have been affiliated with the referenced suspected 'sham contractors'.

The OCG therefore thought it prudent to pose the following questions to Mr. Richard Schloss, Mr. Michael Taylor, Mr. Neville Cookhorne, Mr. Earl Saunders and Mr. Richard Beckford, by way of its Statutory Requisition which was dated 2011 August 16:

"Please provide an Executive Summary detailing your affiliation with, and/or involvement in, the NHT's Small Contractor's Programme and/or the NHT's Labour and Small Materials Programme. In addition, please provide the following information:

- (a) Please list all substantive job title(s), post(s) and job function(s), which you have held at the NHT, with respect to the NHT's Small Contractor's Programme;*
- (b) Please indicate the date(s) on which you were appointed to the respective post(s), as outlined in your response to (a) above; and*
- (c) Please detail your associated responsibilities and duties for each post(s) and/or title(s) which was/were identified in your response to (a) above.*

Please provide documentary evidence, where possible, to substantiate your responses."¹⁹⁸

¹⁹⁸ OCG Requisition which was dated August 16, 2012 Question # 3



Mr. Richard Schloss, by way of his sworn response, which was dated 2011 September 9, provided the OCG with the following responses:

“Answer 3: I shortlisted contractors from the NHT’s Small Contractor’s Programme for assigned projects ...

Answer 3a: I do not have any substantive title, post and job function, at the NHT, with respect to the NHT’s Small Contractor’s Programme ...

Answer 3b: I do not have any, post and job function, at the NHT, with respect to the NHT’s Small Contractor’s Programme ...

Answer 3c: I do not have any responsibilities or duties, at the NHT, with respect to the NHT’s Small Contractor’s Programme ...”¹⁹⁹

It is instructive to note that Mr. Richard Schloss, provided the OCG with three (3) Memoranda, which he submitted to both Mr. Michael Taylor and Mr. Donald Moore, which included a *“Pre Approved List”* of Contractors for works to be undertaken at the *“Frome Sugar Project, Westmoreland: Construction of 23 One Bedroom Units”²⁰⁰*, the *“Chedwin Gardens Sugar Project at Hartlands, St. Catherine: Construction of 22 One Bedroom Units”²⁰¹*, and the *“Frome Housing Project, Westmoreland: Construction of 114 Mixed Units & Rehabilitation of Studio Unit”²⁰²*.

¹⁹⁹ Response which was received from Mr. Richard Schloss that was dated 2011 September 9. Response #3

²⁰⁰ Memorandum dated 2008 April 30

²⁰¹ Memorandum dated 2008 November 27

²⁰² Memorandum dated 2009 September 2.



Based upon the foregoing Memoranda, the OCG found that all five (5) of the referenced suspected ‘sham contractors’ were recommended by Mr. Richard Schloss to undertake works at both the Frome Housing Project.

Mr. Richard Schloss, by way of a Memorandum which was dated 2008 April 30, that was sent to Mr. Michael Taylor, indicated that the selection of contractors was based upon:

- *Existing Workload*
- *Capacity*
- *Willingness to undertake works past performance on similar projects*
- *Past performance on similar projects (Waterworks and New Yarmouth Housing Developments).*
- *Possessing a valid Tax Compliance Certificate*
- *Being registered with the National Contracts Commission in the category of Building Construction with a minimum of Grade 4 rating*²⁰³

Mr. Schloss also indicated in the referenced Memorandum that “...being registered with the National Contracts Commission in the category of Building Construction with a minimum of Grade 4 rating, being on the NHT’s Small Contractor Programme. Final selection was based on the workload, capacity, a proven track record and willingness to undertake the works”²⁰⁴

Mr. Michael Taylor, in his sworn response, which was dated 2011 September 8, to the aforementioned OCG Statutory Requisition informed the OCG as follows:

“As head of the Project Management Department, where any related projects are assigned to this Department by the Senior General Manager, Construction & Development (SGM), I am responsible for reassigning the projects (usually to a Senior Project Manager, which is in

²⁰³ Memorandum which was dated 2008 April 30

²⁰⁴ Memorandum which was dated 2008 April 30.



keeping with the structure of the Department). In addition, I am responsible for: certifying the list of contractors recommended by the Senior Project Manager/Project Manager to whom the project is assigned for approval by the SGM; recommending/approving payment requests in accordance with my authority limit; and collating related management reports;

- a) Assistant General Manager, Project Management Department (AGM), with overall responsibility for related projects that are assigned to the Department by the SGM.
- b) July 1, 2004 ...
- c) I am responsible for: reassigning projects; certifying methods of procurement for the related materials for each project for approval by the SGM; certifying the list of contractors that are recommended by the respective Senior Project Manager/Project Manager for each project for approval by the SGM;
- d) recommend/approve payment requests in accordance with my authority limit; and collate related management reports;²⁰⁵

In respect of the foregoing OCG Statutory Requisition, Mr. Earl Saunders provided the OCG with the following sworn response, which was dated 2011 September 11:

“My affiliation/role under the programme was as a Resident Engineer.

(a) Job Title Resident Engineer, Job functions were as follows;

- 1. To monitor all construction activities from start to completion.*
- 2. To ensure that the works are executed in accordance with the contract(s) specifications and drawings.*

(b) January 2008 and April 2009

- 1. Job Title Resident Engineer, Job functions were as follows;*
- 2. To monitor all construction activities from start to completion.*
- 3. To ensure that the works are executed in accordance with the contract(s) specifications and drawings.*

²⁰⁵ Response which was received from Mr. Michael Taylor, which was dated 2011 September 8, Response 3.



4. *To ensure quality assurance.*
5. *To ensure timely and accurate delivery of materials when required.*
6. *To liaison with the Project Manager/Project Officer as to the percentage of works completed.*²⁰⁶

It is instructive to note that both Mr. Richard Beckford and Mr. Neville Cookhorne in their respective sworn responses, which were dated 2011 September 8, informed the OCG that they had no affiliation nor involvement with the NHT's Small Contractor's Programme.

By way of its Statutory Requisition, which was dated 2011 August 16, the OCG also posed the following question to the referenced NHT personnel:

“Please provide an Executive Summary listing and detailing all the projects in which you have held a substantive role and which fall under the umbrella of the NHT's Small Contractor Programme. The Executive Summary should include the following:

- (a) The name(s) of the project(s);*
- (b) The date(s) on which the project(s) was/were implemented;*
- (c) The date(s) on which you became involved in each of the stated project(s);*
- (d) The extent of your involvement in each of the listed project(s);*
- (e) A description of the duties, if any, which were performed by you, with regard to the respective project (s);*
- (f) Please indicate the extent to which you were involved in any site meetings and/or any other form of meetings which evaluated and/or appraised the referenced projects; and*
- (g) The name(s) of the contractor representative(s) with whom you liaised in each instance.*²⁰⁷

²⁰⁶ Response that was received from Mr. Earl Saunders which was dated 2011 September 11. Response 3



In response to the foregoing OCG Statutory Requisition, Mr. Richard Schloss, by way of his sworn response, which was dated 2011 September 9, informed the OCG of the following:

“Answer 4(a): Frome 23, Chedwin Gardens 21 and Frome 114 ...

Answer 4(b): Frome 23 in July 2008, Chedwin Gardens 21 in January 2009, and Frome 114 in September 2009.

Answer 4(c): Frome 23 in April 2008, Chedwin Gardens 21 in December 2009, and Frome 114 in September 2009.

Answer 4(d): Project Manager, with responsibility for the projects assigned by the Senior Project Manager otherwise by the Assistant General Manager, Project Management Department. I am responsible for managing the implementation of assigned projects through the project cycle under the supervision of the Senior Project Manager (SPM) and Assistant General Manager (AGM), Project Management; recommending contractors for assigned projects for approval thru [sic] the SPM and AGM for approval by the SGM; Recommending payments requests based on the works undertaken; conducting site visits when necessary; preparing and submitting management reports for assigned projects.

Answer 4(e): I recommend the awarded of contracts, payment for works done, variation for approval, I prepare and submit management reports.

Answer 4(f): I only attended one meeting, this was a site meeting which was at the commencement of the building works and this was in relation to slow delivery of construction material to contractors at Frome 23 and liaised with the NHT's Site Representative on a weekly basis for Frome 23, Chedwin Gardens 21 and Frome 114.

²⁰⁷ OCG Requisition which was dated 2011 August 16. Question 4



*Answer 4(g): I liaised with Messer Johan O`Gilvie; Marlon Plummer; Keith Dawson; Uriel Turner; George Sharpe; and Timroy Smith at the site meeting.*²⁰⁸

The OCG found that Mr. Michael Taylor, in his sworn response to the aforesaid OCG Statutory Requisition which was dated 2011 September 8, provided the OCG with the following table:

<i>a)</i>	<i>b)</i>	<i>c)</i>	<i>d)</i>	<i>e)</i>	<i>f)</i>
<i>Frome 23</i>	<i>May 2008</i>	<i>May 2008</i>	<i>AGM, with overall responsibility for the Project Management Department</i>	<i>As at '3' c)</i>	<i>I remember attending one meeting on site, which was not a formal site meeting. It was called to address issues related to the material contractor not delivering materials as required.</i>
<i>Frome 113</i>	<i>September 2009</i>	<i>September 2009</i>	<i>AGM, with overall responsibility for the Project Management Department</i>	<i>As at '3' c)</i>	<i>I do not remember attending any site meeting or other such meetings</i>
<i>New Yarmouth</i>	<i>June 2007</i>	<i>June 2007</i>	<i>AGM, with overall responsibility for the Project Management Department</i>	<i>As at '3' c)</i>	<i>I do not remember attending any site meeting or other such meetings</i>
<i>Bernard Lodge</i>	<i>November 2008</i>	<i>November 2008</i>	<i>AGM, with overall responsibility for the Project Management Department</i>	<i>As at '3' c)</i>	<i>I do not remember attending any site meeting or other such meetings</i>

²⁰⁸ Response which was received from Mr. Richard Schloss that was dated 2011 September 9. Response 4



The OCG found, by way of Mr. Earl Saunders' sworn response, which was dated 2011 September 11, as follows:

"Names of Projects; New Yarmouth construction of Ten Housing Solutions (10) and Frome Housing Development construction of Twenty Three (23) Units.

b) To my knowledge New Yarmouth Housing Development 2006 and Frome Housing Development 2008.

(c) I became involved in the projects, New Yarmouth construction of Ten units (10) ... in January 2008 and Frome Housing Development in April 2009.

(d) I was a Resident Engineer on the Projects...

(f) With regards to the extent of involvement in any site meetings my role was to assist the Project manager with regards to location of the Meetings and to inform the contractors of the date of the meetings. Under this programme I was not required to take any minutes. I was not involved in any other meetings with regards to appraisal or evaluation of the referenced projects.

(g) These were persons utilized from the community; the names of such persons cannot be remembered at this time."²⁰⁹

The OCG found that both Mr. Richard Beckford and Mr. Neville Cookhorne indicated, by way of their respective sworn responses, that they were neither affiliated, nor involved with the NHT's Small Contractors' Programme.

The OCG, in its Requisition which was dated 2011 August 16, also requested that a response to the following question be provided by the aforementioned NHT personnel:

"Please indicate whether any of the named 'Sham Contractors' held themselves out as the Contractor(s) with direct responsibility for the execution of any of the construction

²⁰⁹ Response which was received from Mr. Earl Saunders that was dated 2011 September 11. Response 4.



projects, which are listed ...[herein], or whether they were represented by any other person(s), who completed the works on their behalf. In the premise that the named Contractor(s) was/were represented by any other person(s), please state the name(s) of the individual(s) and/or entity(ies) who/which acted as the Contractor's representative.”²¹⁰

Based upon the representations which were made in respect of the foregoing, the OCG found that neither Mr. Richard Schloss, Mr. Michael Taylor, Mr. Richard Beckford nor Mr. Neville Cookhorne were aware as to whether any of the named suspected ‘sham contractors’ held themselves out as the Contractor(s) with direct responsibility for the execution of any of the listed construction projects, or whether they were represented by any other person(s), who completed the works on their behalf.

It is instructive to note, however, that Mr. Earl Saunders, in his sworn response which was dated 2011 September 11, informed the OCG that **“Under the projects in which I was affiliated with i.e. New Yarmouth construction of Ten Units (10) and Frome Housing Development construction of 23 Units these named contractors held themselves as the contractors who executed the works”.**

Having regard to the foregoing and, in particular, the disclosures which were made by Mr. Richard Schloss, during an interview which was conducted on 2010 January 5, the OCG deemed it prudent to highlight, the following:

1. That though Mr. Schloss indicated in his sworn response referenced above, that he did not have any substantive post and/or job function as it regards the Small Contractors’ Programme, he disclosed to the OCG, in the said response, that he “...*shortlisted contractors from the NHT’s Small Contractor’s Programme for assigned projects ...*”

²¹⁰ OCG Statutory Requisition which was dated 2011 August 16. Question 14



and during his interview with the OCG acknowledged that he recommended the referenced suspected 'sham contractors' for project which fell under the auspices of the Small Contractors' Programme.

2. That notwithstanding the foregoing, neither Mr. Richard Schloss, Mr. Michael Taylor, Mr. Richard Beckford nor Mr. Neville Cookhorne were allegedly unaware as to whether any of the named suspected 'sham contractors' held themselves out as the Contractor(s) with direct responsibility for the execution of any of the listed construction projects, or whether they were represented by any other person(s), who completed the works on their behalf.



SUMMARY OF KEY FINDINGS

Based upon a comprehensive review of, *inter alia*, the sworn written statements and enclosed documentary evidence which were furnished to the OCG by the suspected ‘sham contractors’ and certain named Public Officials/Officers in the NHT, who were statutorily requisitioned by the OCG, and other applicable legislation and documentation which were reviewed, the OCG is detailing, hereunder, a list of certain key Findings of the Investigation:

1. The OCG found that the use of small contractors by the NHT to undertake the construction of housing units commenced in 1977, under the NHT’s Community Builders Programme. The OCG found that under the referenced Programme there was no requirement for contractors to possess construction equipment or to employ the services of academically qualified technical personnel, as contractors were essentially skilled tradesmen who had the ability to coordinate and apply the required skills.
2. The OCG found that in addition to the use of a ‘Contractor’s Questionnaire Form’ which was prepared by the NHT and utilized to identify competent contractors, the following requirements were established by the NHT for qualification for its Programme:
 - i. Contractors were to be in possession of a valid Tax Compliance Certificate (TCC);
 - ii. Contractors were to be experienced in the construction of houses; and
 - iii. The veracity of the information submitted by contractors was to be perused by and investigated by an assigned Project Manager.
3. The OCG found that the NHT’s selection process changed in 2006, subsequent to the NCC’s letter to the NHT, which was dated 2006 January 4, and which mandated that, in addition to the NHT’s requirements, all small contractors registered under the NHT’s



Small Contractors' Programme should be appropriately registered with the NCC and that transparency and advertising should remain important features of the Programme.

4. The OCG found that the five (5) suspected 'sham contractors', namely: Mr. Marlon Plummer, Mr. Johan O'Gilvie, Mr. Lucien Lawrence, Mr. Maurice McIntyre and Ms. Amoy Guthrie became enlisted under the NHT's Small Contractors' Programme during the period which was categorized by the NHT as "*Post-NCC (Contractors Registered by the NCC)*".
5. The OCG has found that the five (5) suspected 'sham contractors' were engaged by the NHT to undertake construction related works at the following NHT sites:
 - a. Morris Meadows Phase 1, 2 and 3 Housing Development;
 - b. Water Works Housing Development;
 - c. Frome Housing Development; and
 - d. New Yarmouth Housing Development.

Having regard to the foregoing projects, the OCG found the following:

- i. That Mr. Johan O'Gilvie was engaged as a small contractor by the NHT and awarded contracts, which had an aggregate value of \$17,425,824.73, to execute works at the Morris Meadows Phases 1 and 2 Housing Developments, the Waterworks Housing Development, New Yarmouth Housing Development and the Frome Housing Development. However, the total sums which were disclosed to have been paid to Mr. O'Gilvie was in the amount of \$20,424,002.50.
- ii. That Mr. Lucien Lawrence was engaged as a small contractor by the NHT and awarded contracts, which had an aggregate value of \$12,806,293.7, to execute works at the Morris Meadows Phases 1 and 2 Housing Developments, the



Waterworks Housing Development, and the Frome Housing Development. However, the total sums which were disclosed as having been paid to Mr. Lawrence was in the amount of \$14,333,709.33.

- iii. The OCG found that Ms. Amoy Guthrie was engaged as a small contractor by the NHT and was awarded contracts, which had an aggregate value of \$13,851,365.78, to execute works at the Morris Meadows Phases 1 and 2 Housing Developments, the Waterworks Housing Development, and the Frome Housing Development. However, the total sums which were disclosed as having been paid to Ms. Guthrie was in the amount of \$17,213,506.03.
 - iv. That Mr. Maurice McIntyre was engaged as a small contractor by the NHT and awarded contracts, which had an aggregate value of \$6,444,905.34, to execute works at the Waterworks Housing Development, and the Frome Housing Development. However, the total sums which were disclosed as having been paid to Mr. McIntyre was in the amount of \$8,760,018.
 - v. The OCG found that Mr. Marlon Plummer was engaged as a small contractor by the NHT and awarded contracts, which had an aggregate value of \$23,575,122.19, to execute works at the Morris Meadows Phases 1, 2 and 3 Housing Developments, the Waterworks Housing Development, the New Yarmouth Housing Development and the Frome Housing Development. However, the total sums which were disclosed as having been paid to Mr. Plummer was in the amount of \$27,228,937.15.
6. The OCG found that the cumulative value of the contracts which were awarded to the five (5) suspected ‘sham contractors’, under the auspices of the NHT’s Small Contractors’ Programme was in the amount of \$74,103,511.74.



7. As it regards contracts which were awarded to Mr. Marlon Plummer/Intouch Construction and Security Ltd., Mr. Lucien Lawrence, and Mr. Maurice McIntyre, for the execution of works at the Frome Housing Development, and which bore the dates 2008 July 16 and 2008 November 6, respectively, the OCG found that the NCC Registration Certificate for the said contractors had expired as at 2008 June 28, 2008 June 20 and 2008 October 4, respectively. The OCG also found that Mr. Maurice McIntyre had never been re-registered by the NCC and that Mr. Lucien Lawrence and Mr. Marlon Plummer only became re-registered with the NCC on 2008 August 22 and 2008 November 14. In the circumstances, the OCG found that Mr. Maurice McIntyre was ineligible for the award of a government contract.

8. The OCG found that, as it regards the contracts which were awarded to the suspected 'sham contractors' for the execution of works at the Waterworks Housing Development, the contracts were duly signed by the respective parties on 2007 May 9 and 21. However, four (4) of the five (5) subject contractor registration certificates had expired and were only renewed in 2007 June. The OCG also found that 2007 June 21 represented the first occasion on which Mr. Maurice McIntyre became registered with the NCC and, as such, would have been ineligible to be awarded government contracts.

9. The OCG found that there were several variations to the original contract sum for the contracts which had been awarded to the referenced suspected 'sham contractors' under the auspices of the NHT's Small Contractors' Programme.

The OCG also found that as it regards the Morris Meadows Phase 1, 2 and 3, and the Waterworks Housing Development, while the NHT had provided justifications for the variations, there were inconsistencies and disparities between the total sums which were paid to the contractors and the variation amount which had been accounted for by the NHT.



10. The OCG found that Mr. Marlon Plummer/ Intouch Construction and Security Ltd. was awarded a total of eighteen (18) contracts, during the period 2006 to June 13 to 2009 May 11, by the NHT, for the provision of Security Services at several NHT construction sites. The referenced contracts had an aggregate value of approximately \$16,750,328.00.
11. The OCG found that the NHT utilized various GOJ Procurement methodologies in the award of contracts to Mr. Marlon Plummer, for the provision of Security Services at several NHT sites. The OCG, however, found based upon a review of Intouch Construction and Security Ltd.'s NCC Registration file, that the first occasion on which the company was registered by the NCC, in the category of Safety and Security Services was on 2007 June 20. The referenced Registration Certificate bore an expiration date of 2008 June 19.

In this regard, the OCG found that the NHT, in awarding three (3) contracts to Intouch Construction and Security Ltd. on 2006 June 13, 2006 October 11 and 2006 November 23, respectively, was in violation of Section 2.6 of the GPPH (2001 May) based upon the fact that Intouch Construction and Security Ltd. was not appropriately registered with the NCC prior to 2007 June 20.

Section 2.6 of the GPPH (2001 May) stipulates that “*Contractors desiring participation in public sector procurement opportunities must be registered with the NCC.*”

12. The OCG found, by way of a perusal of its QCA Database, that the NHT awarded a total of twenty –seven (27) contracts during the period 2006 August 23 to 2009 August 18, which valued approximately 26,101,706.00 for the execution of works pertaining to, *inter alia*, site clearance, the disposal of sewage and other remedial works.



It is instructive to note that the OCG found that the referenced services were procured by the NHT utilizing the approved GOJ procurement methodologies.

13. As it regards a contract which was awarded by the NHT, to Mr. Marlon Plummer/Intouch Construction and Security Ltd., in the amount of \$1,954,500.00, for the construction of fifty (50) marl pads to accommodate units at the Waterworks Housing Development, Westmoreland, the OCG found that the NHT acted in violation of Section 2.6 of the then applicable GPPH (2001, May), based upon the fact that, as at 2006 July 31, the date of the Tender Opening, Mr. Plummer/Intouch Construction and Security Ltd. was not registered with the NCC.

In point of fact, the OCG found that subsequent to the expiration of Intouch Construction and Security Ltd.'s registration of 2006 May 25, re-registration was only sought by the referenced company on 2006 September 7. Further, the OCG found that the Tender Receival Form, which was prepared by the NHT on 2006 July 31, did not represent that a valid NCC Registration Certificate was submitted by Intouch Construction and Security Ltd.

14. The OCG found that the basis and/or circumstances under which a contractor would become ineligible and/or deregistered from participating in the Small Contractors' Programme was upon deregistration by the NCC, failure to submit a valid TCC or based upon past performance on other works.
15. The OCG found that while all five (5) of the subject suspected 'sham contractors' indicated that they had been engaged previously under other construction related projects prior to being engaged under the NHT's Small Contractors' Programme, all five (5) contractors were unable to disclose specific details about any such projects and/or provide substantive documentation to validate their statements.



16. The OCG found that the five (5) contractors listed the following individuals as members of their respective staff complement in their responses to the OCG, as well as by way of their Application Forms which were submitted to the NCC:

- i. Mr. Marlon Plummer- Mr. Richard Schloss
Mr. Richard Jackson;
Mr. Dean Bradshaw;
Mr. Earl Saunders;
Mr. Vince Robert Plummer;
Mr. Gavin Plummer;
Mr. Orlando Williams;
Mr. Evan Brown;
Mr. Cleveland Brown; and
Mr. Roy Powell.

- ii. Mr. Maurice McIntrye- Mr. Orville Dixon;
Mr. Leroy Blake;
Mr. Richard Beckford;
Mr. Neville Cookhorne; and
Mr. Gavin Plummer.

- iii. Mr. Johan O’Gilvie- Mr. Rodney Chin;
Mr. Michael Clarke;
Mr. Barrington Herbert;
Mr. Alerijah Perry; and
Mr. Milton Gilpen.



iv. Mr. Lucien Lawrence- Mr. Michael Palmer;
Mr. Glendon Lewis;
Mr. Lucien Lawrence;
Mr. Radcliffe Brissett;
Ms. Thalia Small;
Mr. Richard Beckford; and
Mr. Neville Cookhorne.

v. Ms. Amoy Guthrie- Mr. Donovan Lawrence;
Mr. Donovan Thompson;
Mr. Donovan Hill;
Mr. Neville Cookhorne; and
Mr. Richard Beckford.

17. The OCG has found that despite listing the referenced individuals as members of their staff complement, all five (5) contractors maintained, in their sworn testimonies to the OCG, that the listed individuals were never employed them.

18. The OCG found that Mr. Lucien Lawrence, Mr. Maurice McIntyre and Ms. Amoy Guthrie were gainfully employed, on a full time basis, during the period in which they were reportedly engaged as small contractors under the NHT's Small Contractors' Programme.

The OCG found that (a) Mr. Lucien Lawrence had been employed as a Teacher of Visual Arts and Social Studies at the Meadowbrook High School since 1998 to present, (b) that Maurice McIntyre was employed at Linx Jamaica as a Consultant and Technical Advisor for Computer Sales and Services and (c) that Ms. Amoy Guthrie was employed on a full time basis in various positions at the RBC Royal Bank since 1995.



19. The OCG has found, based upon an NHT Advertisement which was submitted to the OCG, that the following were explicitly stated as the eligibility criteria for enlistment into the NHT's Small Contractors' Programme:

1. *“Be registered with the National Contracts Commission (NCC) as a building contractor. (Grade 4).*
2. *Be in possession of a valid Tax Compliance Certificate (TCC).*
3. *Have a minimum of three (3) years experience as a building contractor*
4. *Proven track record in building construction, supported by recommendation from Clients.*
5. *Be in possession of adequate financial and human resources to efficiently maintain the work programme for the duration of the contract period (minimum 3 months)”*

In the circumstances, and, in particular, as it regards criteria # 3, 4, and 5, the OCG is uncertain as to how the referenced contractors were able to satisfy the said eligibility requirements.

20. The OCG found that the businesses which were established by Mr. Johan O’Gilvie, Mr. Lucien Lawrence, Mr. Maurice McIntyre and Ms. Amoy Guthrie did not own any construction related equipment and that all equipment which were reportedly used by them were funded and pooled among the said group of contractors and that Mr. Marlon Plummer was responsible for the orchestration of same.

The OCG found that the following equipment were listed as being owned and/or rented by Mr. Marlon Plummer’s company:

- a) Generator;



- b) Auger;
- c) Compactor;
- d) Air Compressor;
- e) Demolition Hammer;
- f) Props;
- g) Scaffolding, and
- h) Water Pump.

21. The OCG found that the NHT had undertaken some degree of due diligence in the registering of small contractors for its Small Contractors' Programme, which entailed (a) checking the NCC's website to ensure that contractors were appropriately registered, (b) checking the validity of TCCs and (c) closely monitoring works to ensure that same were being executed in accordance with contract.

22. The OCG found that the company which was established by Mr. Marlon Plummer, Intouch Construction and Security Ltd. was incorporated on 1999 April 23, and that the company had the following individuals as its Directors/Shareholders:

- 1. Mr. Delroy Plummer(ceased)
- 2. Ms. Margaret Plummer;
- 3. Mr. Marlon Plummer; and
- 4. Ms. Tricia Scott (ceased)

23. The OCG found that the business which was established by Mr. Johan O'Gilvie was registered on 2008 September 26, however, a search of the Companies Office of Jamaica's (COJ's) website revealed that the business had been incorporated on 2005 September 1, and has as its sole proprietor Mr. Johan O'Gilvie.



24. The OCG found that that the business which was established by Mr. Lucien Lawrence was registered on 2008 October 3. The OCG's search of the Companies Office of Jamaica's (COJ's) website revealed that the referenced business was incorporated on 2004 September 1 and had Mr. Lawrence as its sole proprietor.
25. The OCG found that the business which was established by Mr. Maurice McIntyre was registered on 2006 May 22. The OCG's search of the COJ's website revealed that the referenced business had also been incorporated on 2006 May 22, and that Mr. McIntyre was its sole proprietor.
26. The OCG found that the business which was established by Ms. Amoy Guthrie was registered on 2008 October 10. The OCG's search of the COJ's website revealed that the business had been incorporated on 2005 September 1, and held Ms. Amoy Guthrie as its sole proprietor.
27. As it regards the date on which the suspected 'sham contractors' became registered with the NHT's Small Contractors' Programme and the extent of their involvement in the registration/enlistment process, the OCG found that the subject contractors became registered with the Programme between the period 2002- 2006. The OCG also found that the five (5) contractors had submitted Applications Forms to the NHT.

Of significant import is the fact that the OCG found that the NHT was only able to produce the Application Form that had been submitted by Mr. Johan O'Gilvie, and was unable to provide the OCG with a copy of the application which was made to it by Ms. Amoy Guthrie, Mr. Maurice McIntyre and Mr. Lucien Lawrence. Further, the OCG was advised by Mr. Donald Moore, Senior General Manager, NHT that "*No PQF would have been in the relevant files for Intouch Construction and Security ...*"²¹¹

²¹¹ Response which was received from Mr. Donald Moore that was dated 2011 September 12.



28. The OCG found that as it pertains to the cases of thirteen (13) contractors, including Ms. Amoy Guthrie, Mr. Lucien Lawrence, and Mr. Maurice McIntyre, whose Application Forms the NHT were also unable to locate, the NHT had no indication of the related job experience which had qualified them to be competent contractors, except for the fact that the contractors had produced valid NCC Certificates.
29. The OCG found that Mr. Johan O’Gilvie submitted four (4) Applications to the NCC for the inclusion of his business on the Register of GOJ Public Sector Contractors, during the period 2005 September to 2009 July. The OCG also noted that of the four (4) Applications which were submitted by Mr. Johan O’Gilvie to the NCC, three (3) resulted in the registration of Mr. O’Gilvie’s business as a Grade four (4) contracting entity. The OCG found no evidence to indicate that the last Application which was submitted by Mr. Johan O’Gilvie which was dated 2009 July 14, resulted in the re-registration of Mr. Johan O’Gilvie’s business.
30. The OCG found that Mr. Maurice McIntyre submitted two (2) Applications to the NCC for the inclusion of his business on the Register of GOJ Public Sector Contractors, during the period of 2006 May to 2009 July. The OCG noted that of the two (2) Applications which were submitted by Mr. McIntyre to the NCC, one resulted in the registration of Mr. McIntyre’s business as a Grade four (4) contracting entity. The OCG found no evidence to indicate that the last Application which was submitted by Mr. Maurice McIntyre, and which was dated 2009 July 14, resulted in the re-registration of Mr. Maurice McIntyre’s business.
31. The OCG found that Ms. Amoy Guthrie submitted four (4) Applications to the NCC for the inclusion of her business on the Register of GOJ Public Sector Contractors, during the period of 2005 October to 2009 July. The OCG found that of the four (4) Applications which were submitted by Ms. Guthrie, to the NCC, three (3) resulted in the registration of



Ms. Guthrie as a Grade four (4) contracting entity. The OCG found no evidence to indicate that the last Application which was submitted by Ms. Amoy Guthrie, and which was dated 2009 July 14, resulted in the re-registration of Ms. Amoy Guthrie's business.

32. The OCG found that Mr. Lucien Lawrence submitted four (4) Applications to the NCC for the inclusion of his business on the Register of Public Sector Contractors, during the period of 2005 October to 2009 August. The OCG found that of the four (4) Applications which were submitted by Mr. Lawrence to the NCC, three (3) resulted in the registration of Mr. Lawrence's business as a Grade four (4) contracting entity. The OCG found no evidence to indicate that the last Application which was submitted by Mr. Lawrence, and which was dated 2009 August 24, resulted in the re-registration of Mr. Lucien Lawrence's business.

33. The OCG found that Mr. Marlon Plummer submitted six (6) Applications to the NCC for the inclusion of his business on the Register of GOJ Public Sector Contractors, during the period of 2004 February to 2009 October. The OCG found that of the six (6) Applications, which were submitted by Mr. Plummer to the NCC, five (5) resulted in the registration of Mr. Marlon Plummer's business as a Grade four (4) contracting entity. The OCG found no evidence to indicate that the last Application which was submitted by Mr. Lawrence, and which was dated 2009 October 1, resulted in the re-registration of Mr. Marlon Plummer's company, Intouch Construction and Security Ltd.

34. The OCG found that four (4) of the referenced suspected 'sham contractors' listed and/or represented on their NCC Contractor Application Forms, individuals who were recognized by the OCG as employees of the NHT, as members of their respective staff complements.

The following representations were made by the contractors:



Contractor	NHT Employee Represented	NCC Application Form
Mr. Maurice McIntyre	Mr. Richard Beckford Mr. Neville Cookhorne	2009 July 14
Ms. Amoy Guthrie	Mr. Richard Beckford Mr. Neville Cookhorne	2009 July 14
Mr. Marlon Plummer	Mr. Richard Schloss	2004 February 2
	Mr. Richard Schloss	Unsigned/dated Application Form
	Mr. Richard Schloss Mr. Richard Schloss	2006 June 5 Unsigned/dated Application Form
	Mr. Richard Schloss	2008 August 20
	Mr. Earl Saunders	2009 October 1

35. The OCG found that the four (4) referenced suspected ‘sham contractors’ also submitted the academic certification and professional Resumes belonging to the aforesaid NHT Employees to the NCC, in an effort to support and or bolster their referenced Applications.

36. The OCG found that Ms. Amoy Guthrie had made representations on her NCC Application Form, which was dated 2009 July 14, that Mr. Marlon Plummer was a member of her staff complement, and had been for a period of four (4) years.



37. The OCG found that the Application Form, which was dated 2005 October 3, and which was submitted by Mr. Lucien Lawrence was re-submitted to facilitate a registration process in 2007. In this regard, the OCG found that information pertaining to, *inter alia*, (a) the NCC categories and grades which were being applied for, (b) the staff complement of the business, (c) previous projects which were completed by the business and (d) the signed Affidavit of 2005 October 3, were all replicated from a previous application, which bore the same date, and submitted to the NCC, resulting in the registration of the company on 2007 June 21, for a period of one year.
38. It was found that the OCG failed to conduct the requisite physical verification exercise to authenticate the veracity of the information which was presented by the referenced suspected 'sham contractors', on their NCC Application Form, in each instance.
39. Based upon the disclosures which were made by (a) Mr. Johan O'Gilvie, (b) Mr. Lucien Lawrence, (c) Mr. Maurice McIntyre and (d) Ms. Amoy Guthrie, the OCG found that the referenced suspected 'sham contractors' sought and received the assistance of Mr. Marlon Plummer to complete and submit Applications to the NCC.
40. Having regard to the disclosures which were made by Mr. Marlon Plummer, in his sworn response of 2010 July 1, the OCG found that Ms. Mitzie Davis, a former employee of the OCG (a) provided guidance and (b) assisted Mr. Plummer with the completion of his Application Forms.
41. The OCG found that Ms. Amoy Guthrie and Mr. Maurice McIntyre had listed the referenced NHT personnel on their Application Forms to the NCC upon the advice and recommendation of Mr. Marlon Plummer.



42. The OCG found that the academic and professional credentials of Mr. Neville Cookhorne and Mr. Richard Beckford, both employees of the NHT, were provided to Mr. Maurice McIntyre and Ms. Amoy Guthrie by Mr. Marlon Plummer.
43. The OCG has found that despite the fact that Mr. Richard Schloss, Mr. Richard Beckford, Mr. Neville Cookhorne and Mr. Earl Saunders testified to the OCG that they had provided Mr. Marlon Plummer with their academic and professional credentials, Mr. Marlon Plummer testified to the OCG that he did not receive the authorization and/or consent from the referenced NHT employees to (a) use their credentials and/or (b) refer their services to Mr. Lucien Lawrence, Mr. Maurice McIntyre, or Ms. Amoy Guthrie for use on their NCC Contractor Registration Application Forms and that the documents were in his possession for other purposes.
44. It is instructive to note that the OCG had conducted an internal Investigation into the circumstances surrounding the involvement of certain OCG staff/members of the NCC's Secretariat, in the registration of the suspected 'sham contractors'. The OCG's internal Investigation found no evidence to suggest that an actual physical verification of the businesses which were established by the five (5) suspected sham contractors had been conducted by the then assigned OCG Officer.
45. The OCG found that in at least two (2) instances, identical replicas of NCC Application Forms were re-submitted to facilitate a NCC Re-registration process for two (2) of the referenced five (5) contractors.
46. The OCG has found that a recommendation was made to the NCC by its Office, in 2009, for the NCC registration of the referenced five (5) suspected 'sham contractors' to be revoked, in keeping with provision number 15 of the NCC Works Application Form, based upon fraudulent and/or erroneous representations which were made by the



referenced contractors. Provision 15 of the referenced Application Form states, *inter alia*, as follows:

“IF THE INFORMATION PROVIDED BY THE APPLICANT ON WHICH EVALUATION AND AWARD(S) WERE BASED IS FOUND TO BE ERRONEOUS THEN THE CONTRACTOR (S) SHALL NOT BE REGISTERED, OR IF ALREADY REGISTERED, THE REGISTRATION WILL BE REVOKED”.

47. The OCG found that despite the fact that certain NHT personnel were listed by the suspected sham contractors as members of their respective staff complement, **all** five (5) of the referenced suspected ‘sham contractors’ testified to the OCG that they do not and have never had a personal, business or other relationship with, or are in any way related to any Public Officer/Official of the NHT.
48. The OCG found that in the case of Ms. Amoy Guthrie, she had testified to the OCG that the extent of her relationship with Mr. Richard Schloss, Mr. Neville Cookhorne and Mr. Richard Beckford was personal, due to her involvement in performing works for the NHT and that the named individuals have never performed or assisted her in carrying out any works.
49. The OCG found that Mr. Maurice McIntyre, who had listed Mr. Neville Cookhorne and Mr. Richard Beckford, as among the individuals who comprised his staff complement on his NCC Contractor Registration Forms, testified, that the referenced individuals were listed but were never employed. Mr. McIntyre also testified to the OCG that the extent of his relationship with the referenced individuals was of a personal nature and that the said individuals have never assisted him with the execution of any works.
50. The OCG found that Mr. Lucien Lawrence, who had disclosed to the OCG in his sworn response of 2011 July 26, that Mr. Richard Beckford and Mr. Neville Cookhorne, were



listed on the application but never employed. Mr. Lawrence also testified that the extent of his affiliation with the named individuals was of a personal nature, due to his involvement with the NHT and that the referenced individuals had never provided any assistance for work on his behalf.

51. The OCG found that of the five referenced suspected 'sham contractors' Mr. Richard Beckford was only acquainted with Mr. Marlon Plummer and that both had established a friendship over the years. The OCG also found that Mr. Richard Beckford had provided Mr. Marlon Plummer with his copies of his academic and professional credentials for the purpose of supporting an upgrade of Mr. Plummer's contractor status.
52. The OCG found that notwithstanding the fact that Mr. Beckford was listed as a full time employee of Ms. Amoy Guthrie and Mr. Maurice McIntyre, Mr. Beckford testified that he did not know Ms. Amoy Guthrie, Mr. Lucien Lawrence, Mr. Maurice McIntyre or Mr. Johan O'Gilvie as NHT contractors.
53. The OCG found that of the five (5) suspected 'sham contractors' Mr. Neville Cookhorne testified to the OCG that he was only acquainted with Mr. Marlon Plummer. The OCG also found that Mr. Neville Cookhorne provided Mr. Marlon Plummer with his academic and professional credentials in an effort to upgrade his contractor status.
54. The OCG found that while Mr. Richard Schloss testified to the OCG that he did not have any substantive post and/or job function under the NHT's Small Contractors' Programme it was found that Mr. Schloss was involved the process for the selection of contractors for the referenced Programme. The OCG found that the referenced process entailed the selection of contractors from a list, based upon the contractors' performance, track record and recommendations from other officers.



55. The OCG found that Mr. Richard Schloss was acquainted and had worked with Mr. Marlon Plummer, Mr. Lucien Lawrence, Mr. Johan O’Gilvie and Mr. Maurice McIntyre, under the NHT’s Small Contractors’ Programme.

The OCG, however, found that despite the aforesaid attestation which was provided to the OCG by Mr. Richard Schloss, he was unable to provide the OCG with an attestation as to (a) whether or not the suspected ‘sham contractors’ held themselves out as the contractor(s) with direct responsibility for the execution of works under the NHT’s Small Contractors’ Programme (b) whether they were represented by other person(s), and (c) who completed the works on their behalf.

56. The OCG has found that there was some degree of contradiction in the statements which were made by Mr. Richard Schloss to the OCG.

In the foregoing regard, the OCG has noted that during its Interview with Mr. Richard Schloss he disclosed to the OCG’s officers that (a) he had worked with Mr. Marlon Plummer, Mr. Lucien Lawrence, Mr. Johan O’Gilvie and Mr. Maurice McIntyre, under the NHT’s Small Contractors’ Programme, (b) he had recommended Ms. Amoy Guthrie as a small contractor for works at the Frome Housing Project, (c) Mr. Marlon Plummer would act on the behalf of Mr. Lucien Lawrence, Ms. Amoy Guthrie and Mr. Maurice McIntyre and (d) he found nothing strange about the Mr. Plummer representing the four (4) contractors and considered same to be a cost effective strategy.

In respect of the foregoing, the OCG deems it prudent to reiterate the fact that Mr. Richard Schloss informed the OCG that he was unaware as to (a) whether or not the suspected ‘sham contractors’ held themselves out as the contractor(s) with direct responsibility for the execution of works under the NHT’s Small Contractors’



Programme (b) whether they were represented by other person(s), and (c) who completed the works on their behalf.



CONCLUSIONS

Based upon the documents which have been reviewed, as well as the sworn testimonies which have been received from the representatives of the NHT and the suspected 'sham contractors' in question, the OCG has arrived at the following considered Conclusions:

1. In determining the process(es) which led to the inclusion of certain contractors in the NHT's Small Contractors' Programme, the OCG, in reviewing the respective 'policies' and procedures which have been utilized by the NHT, in its Small Contractors' Programme, has concluded that the selection process of contractors for the stated Programme changed in 2006.

The OCG found that prior to 2006, the initial requirements for contractors under the referenced Programme were that contractors were to (a) be in possession of a valid Tax Compliance Certificate (TCC), (b) be experienced in the construction of houses, and (c) complete a Contractor's Questionnaire Form, which was utilized by the NHT to identify competent Builders from among the persons that had been recommended.

The OCG also found that the documents which were submitted by contractors were to be investigated by an assigned NHT Project Manager, in an effort to determine the veracity of the information which was submitted by individuals for entry into the Programme.

The OCG concludes that the NHT had no requirement for the Builders/Contractors to have construction equipment (except for tools used in the construction of houses) or to employ the services of academically qualified technical personnel and that Contractors were generally skilled tradesmen who were able to coordinate and apply their particular skill, as was required.



2. The OCG has concluded that all five (5) of the referenced contractors namely, Mr. Marlon Plummer, Mr. Johan O’Gilvie, Mr. Maurice McInyre, Mr. Lucien Lawrence and Ms. Amoy Guthrie, were enlisted as ‘small contractors’ under the NHT’s Small Contractors’ Programme, during the period in which ‘small contractors’ were required to be registered with the NCC, pursuant to the NCC’s letter to the NHT which was dated 2006 January 4, which was sent to the NHT, that informed of, *inter alia*, the following:

“The National Contracts Commission (NCC) considered the matter at its meeting held on 2005 December 21 and agreed that the procuring entity may continue its Small Contractors’ Programme providing that, in accordance with the established procedures of the GoJ Procurement Policy Guidelines the contractors are registered with the NCC as Approved Works Contractors in the Building Construction Category, and the contracts are below the NCC threshold of \$4M. Transparency and advertising should remain important features.”

3. The OCG has concluded that the NHT engaged the services of the referenced small contractors to construct Housing Units at the following six (6) NHT sites:

- i. Morris Meadows Housing Development Phase 1;
- ii. Morris Meadows Phase Housing Development Phase 2;
- iii. Morris Meadows Housing Development Phase 3;
- iv. Waterworks Housing Development Housing Development;
- v. Frome Housing Development; and
- vi. New Yarmouth Housing Development.

4. Having regard to the OCG’s Preliminary Audit, which revealed that the NHT had awarded approximately \$87 Million worth of contracts to the five (5) suspected ‘sham contractors’ over a period of four (4) years, under what appeared to be highly irregular circumstances, the OCG has concluded the following:



- a) That the five (5) referenced contractors were awarded a total of twenty-one (21) contracts under the NHT's Small Contractors' Programme, for the conduct of minor construction related works, which together valued approximately \$70,242,282.06.
- b) That Mr. Marlon Plummer of Intouch Construction and Security Ltd. was awarded a total of fourteen (14) contracts by the NHT for the provision of Security Services at various locations. The referenced Security Services contracts were valued at approximately \$15,866,228.00.
- c) That Mr. Marlon Plummer was awarded twenty-seven (27) contracts by the NHT for the execution of contracts relating, *inter alia*, to site clearance, the removal of sewage, and other remedial works, which valued approximately \$26,101,706.00.

In the foregoing regard, the OCG has concluded that the aforementioned contractors were awarded in excess of \$112,000,000.00, worth of government contracts by the NHT.

5. Having regard to the OCG's finding that 'Minor Works Agreements' had been consummated between the NHT and the referenced five (5) contractors', for the conduct of construction related works at the Water Works Housing Development, Morris Meadows Housing Development (Phases 1, 2 and 3) and the Frome Housing Development, it was noted that the Agreements contained a Clause, which spoke to the standards and ethics which participants in the NHT's procurement process(es) should observe during the procurement and execution stages of the contract.

The OCG also noted that the referenced Clause defined corrupt and fraudulent practices as follows:



“corrupt practice” means the offering, giving, receiving or soliciting anything of value to influence the actions of an officer of the NHT in the procurement process or in the contract execution; and

...“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or contract execution and includes singular or collusive practice among bidders (prior to or after bid submission) designed to unfairly influence the contract award process, and deprive the NHT of the benefits of fair competition.

Further, and of significant import, the Agreement also provided that the NHT *“...shall reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices in obtaining this contract...may declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract from the NHT if it at any time determines that the contractor has engaged in corrupt or fraudulent practices in competing for, or in executing this contract.”*

It is instructive to note that, notwithstanding the foregoing contract provision, which speaks to the NHT’s Policy against corrupt and fraudulent practices by small contractors, the OCG has seen no evidence to indicate that the NHT implemented any systems and/or procedures of checks and balances to ensure (a) compliance with the said contract terms and (b) that the referenced project was not infiltrated by corruption and fraudulent activities.

6. The OCG has concluded that, in the case of Mr. Maurice McIntyre, who was awarded a contract by the NHT in the amount of \$2,759,833.26 for the conduct of works at the Waterworks Housing Unit, the NHT violated the NCC’s instructions provided in its letter of 2006 January 4 and contravened Section 2.6 of the GPPH (2001 May) as 2007 June 21



represented the first occasion on which Mr. Maurice McIntyre became registered with the NCC and, as such, should have been deemed ineligible to be awarded government contracts.

7. The OCG, during its review of the sworn disclosures pertaining to the original contract award sums and the final sums which were paid to the contractors by the NHT, observed that there were several variations from the original sum, provided in the contract. Quite interestingly, the OCG's probe to ascertain particulars relating to the variations which were granted and/or approved by the NHT which resulted in the noted increase in the contract award sums, highlighted further disparities. The OCG found, based upon its own calculations of the original contract sums and the variation amounts which were disclosed to the OCG, as being approved by the NHT, that same were grossly inconsistent with the final contract sum which had been purported by the NHT.
8. The OCG concludes that subsequent to 2006, the NHT required, *inter alia*, that for small contractors to become eligible for the Small Contractors' Programme, such contractors were required to, *inter alia*, (a) possess a minimum of three (3) years experience as a building contractor, (b) have a proven track record in building construction (c) have adequate human resources to efficiently maintain the work programme for the duration of the contract period, (d) be registered with the NCC, (e) be in possession of a valid TCC, and (f) for contractors who had previously worked in the programme, exhibit a satisfactory level of performance on projects.

The OCG, however, and based upon certain representations which were made by the referenced five (5) contractors during the conduct of several interview sessions, found the following:

- i. That Mr. Lucien Lawrence, and Mr. Maurice McIntyre had no experience and/or accreditation in building construction; and



- ii. That all five (5) of the referenced contractors indicated that the NHT Projects were not completed with the support and/or assistance of any staff which was employed by them and that all works had been completed solely by them.

In this regard, the OCG is of the considered opinion that the selection process which was employed by the NHT in enlisting the five (5) referenced contractors proved to be ineffective in satisfying the NHT's own Eligibility Requirements and, by extension, failed to validate and verify the competence of the subject contractors.

9. The OCG has concluded that the NHT failed to report to the OCG, by way of its QCA reporting requirement, and during the prescribed reporting period(s), the following three (3) contracts which were awarded by the NHT to three (3) of the referenced contractors under the Small Contractors' Programme:

- i. Contract which was awarded to Ms. Amoy Guthrie, in the amount of \$3,685,072.08, for the construction of housing units at the Frome Housing Development;
- ii. Contract which was awarded to Mr. Marlon Plummer, in the amount of \$3,685,072.08, for the construction of housing units at the Frome Housing Development; and
- iii. Contract which was awarded to Mr. Maurice McIntyre, in the amount of \$3,685,072.08 for the construction of housing units at the Frome Housing Development.

In the foregoing regard, the failure of the NHT to comply with a lawful requirement of the OCG, amounts to a breach of Section 29 (b) (ii) of the Contractor General Act.



10. The OCG has concluded that the NHT awarded a total of eighteen (18) contracts for the provision of Security Services to Intouch Construction and Security Ltd. at several NHT sites, which had an aggregated value of approximately J\$16,750,328.00.

However, based upon a review of Intouch Construction and Security Ltd.'s NCC Registration file, the OCG found that the said company was duly registered by the NCC on 2007 June 20, in the category of Safety and Security Services, with an expiration date of 2008 June 19. The OCG also found that the referenced registration date represented the first occasion in which the subject company was registered by the NCC in the category of Safety and Security Services.

In the foregoing regard, the OCG has concluded that the three (3) contracts which were awarded to Intouch Construction and Security Ltd. prior to 2007 June 20, were awarded in violation of Section 2.6 of the GPPH (2001 May) which stipulates that "*Contractors desiring participation in public sector procurement opportunities must be registered with the NCC.*"

11. The OCG has concluded that the award of contract to Mr. Marlon Plummer/ Intouch Construction and Security Ltd., by the NHT, in the amount of \$1,954,500.00, for the construction of fifty 50 marl pads to accommodate units at the Waterworks Housing Development, Westmoreland, was done in violation of Section 2.6 of the then applicable GPPH (2001, May) based upon the fact that as at 2006 July 31, the date of the Tender Opening, Mr. Plummer was not registered with the NCC.

In point of fact, the OCG found that subsequent to the expiration of Intouch Construction and Security Ltd.'s registration of 2006 May 25, re-registration was only sought by the referenced company on 2006 September 7. Further, the Tender Reveal Form, which



was prepared by the NHT on 2006 July 31, did not represent that a valid NCC Certificate was submitted by Intouch Construction and Security Ltd.

12. The OCG, has concluded that during the period in which the referenced NHT ‘small contractors’ were registered by the NCC, the NCC Registration process was based upon a system of ‘trust’ which did not involve a 100% vetting of all NCC Applications which were submitted. As such, the OCG found that several Applications which were submitted, inclusive of Applications which were submitted by the five (5) referenced contractors, contained false representations, errors and falsified supporting documentation which was used in fortifying the contractors.

In this regard, the NCC Register was inundated with varying levels of fraud and corruption, and as such, the OCG is of the considered view that the five (5) referenced contractors, amongst others, were able to conspire and manipulate the NCC Contractor Registration process in an effort to meet the requisite NCC requirements.

13. The OCG has concluded that Mr. Marlon Plummer provided assistance and guidance to the other four (4) contractors in completing their applications to the NCC, and that Mr. Marlon Plummer was in turn assisted by Ms. Mitzie Davis, a former employee of the OCG with the registration process.
14. Having regard to the NHT’s Eligibility Requirements which are detailed herein, the OCG has concluded that the referenced contractors were ineligible for engagement under the NHT’s Small Contractors’ Programme based upon, *inter alia*, the fact that none of the referenced contractors were able to provide the OCG with a documented track record of any construction related experience which they possessed prior to inclusion in the NHT’s Small Contractors’ Programme. This is also buttressed by the fact that all five (5) of the referenced contractors informed the OCG that none of the individuals who they had listed



as members of their staff complement assisted them in the execution of any works which was conducted under the auspices of the NHT's Small Contractors' Programme and that all works had been performed solely by them.

15. The OCG has also concluded that a due diligence exercise was conducted by the NHT which entailed (a) checking the NCC's website to ensure that the contractors were appropriately registered, (b) scrutiny of the original copies of TCCs which were submitted to ensure validity and (c) the close monitoring of construction works to ensure that same were being performed in accordance with the terms and condition of the contract.
16. The OCG has concluded that the NHT relied solely on the NCC's registration process in the selection of contractors for its Small Contractors' Programme and failed to provide an independent level of management and/or supervisory oversight to its selection process for the referenced Programme to ensure that the individual and/or companies that were selected were (a) competent (b) qualified and (c) experienced to efficiently execute works under the said Programme.
17. The OCG has concluded that while the referenced five (5) contractors listed several individuals as employees of their respective businesses, on their Applications to the NCC, such persons were never actually employed.

In point of fact, the five (5) contractors testified to the OCG that all works that had been executed under the auspices of the NHT Small Contractors' Programme were performed solely by them. Additionally, the five (5) contractors were also unable to provide the OCG with any substantive documentation to prove that the individuals listed by them had ever been employed to their businesses.



18. Having regard to the sworn declarations which were made to the OCG by the referenced contractors, amongst other things, the OCG has concluded, that the five (5) contractors fraudulently (a) misrepresented the staff complement of their respective businesses to the NCC and (b) misrepresented work related experiences gained by them in the construction industry, and, thereby, egregiously violated Provision number 15 of the NCC Works Application Form, which states, *inter alia*, as follows:

“IF THE INFORMATION PROVIDED BY THE APPLICANT ON WHICH EVALUATION AND AWARD(S) WERE BASED IS FOUND TO BE ERRONEOUS THEN THE CONTRACTOR (S) SHALL NOT BE REGISTERED, OR IF ALREADY REGISTERED, THE REGISTRATION WILL BE REVOKED”.

19. The OCG has concluded that during the period in which the works were to be executed under the NHT’s Small Contractors’ Programme, three (3) of the five (5) contractors, namely: Ms Amoy Guthrie, Mr. Maurice McIntyre and Mr. Lucien Lawrence, were gainfully employed, on a full time basis and such, it brings into question whether the three (3) named contractors had, in fact, executed the works.

20. Having regard to the OCG’s finding which revealed that, on at least two (2) occasions, identical replicas of NCC Application Forms were re-submitted to facilitate a NCC Re-registration process for two (2) of the referenced five (5) contractors, the OCG questions the legality of such registrations and is of the considered opinion that the said Application Form may have been fabricated and reproduced to facilitate the said re-registration process.

Of note, the OCG’s view is also compounded by the fact that, having conducted an internal investigation, one of its very own employees, now former, was found, *inter alia*, to have assisted several contractors in completing their Application Forms. The referenced employee was referred by the OCG to the Fraud Squad and the DPP for



further criminal investigations to be undertaken and is now before the Courts on multiple charges.

21. The OCG has concluded based upon the overwhelming evidence reported herein, that Mr. Marlon Plummer, Mr. Maurice McIntyre, Mr. Lucien Lawrence and Ms. Amoy Guthrie colluded in presenting false and fraudulent documentations to the NCC pertaining to their business' staff complement and building construction experience, which resulted in the unlawful registration of the said companies by the NCC.
22. The OCG has concluded that Mr. Marlon Plummer supplied Ms. Amoy Guthrie, Mr. Maurice McIntyre and Mr. Lucien Lawrence with the academic and professional credentials of Mr. Neville Cookhorne and Mr. Richard Beckford, who were both employees of the NHT, and had recommended that same be utilized for meeting the registration requirements of the NCC.
23. The OCG has concluded that there were several inconsistencies as it regards (a) the relationship and/or association between and among the implicated NHT personnel and the referenced five (5) contractors and (b) the means by which Mr. Marlon Plummer came in possession of the academic and professional credentials of the said NHT employees. The following inconsistencies were noted:
 - i. That despite the fact that Mr. Marlon Plummer, Mr. Lucien Lawrence, Mr. Maurice McIntyre and Ms. Amoy Guthrie were in possession of the academic and professional credentials of Mr. Richard Schloss, Mr. Neville Cookhorne and Mr. Richard Beckford, the named NHT employees testified to the OCG that they were unaware as to how the named contractors came in possession of their particulars.



- ii. That the implicated NHT personnel also testified that they were only acquainted with Mr. Marlon Plummer and did not know the other four (4) contractors. Notwithstanding the foregoing, it is instructive to note that Mr. Richard Beckford had earlier conceded to the OCG that he had in fact provided Mr. Marlon Plummer with copies of his academic and professional credentials for the purpose of supporting Mr. Plummer's 'contractor status'; and that Mr. Neville Cookhorne informed the OCG that he was approached by Mr. Marlon Plummer who asked that he act as a reference for him, in an effort to upgrade his NCC contractor status.

- iii. That Mr. Richard Schloss, despite testifying to the OCG that he did not know any of the referenced contractors, had earlier disclosed to the OCG, during a taped interview, that he not only knew Ms. Amoy Guthrie but that he had recommended her for works at the Frome Housing Development. Mr. Schloss had also disclosed during the said interview that he had also worked with Mr. Marlon Plummer, Mr. Lucien Lawrence, Mr. Maurice McIntyre, and Mr. Johan O'Gilvie under the NHT's Small Contractors' Programme.

In addition, it is instructive to note that Mr. Schloss had testified to the OCG that he had provided Mr. Marlon Plummer with his academic and professional particulars subsequent to Mr. Plummer's request for same for the purpose of assisting in securing a Bank Loan.

24. The OCG has concluded that the five (5) contractors were in fact sham contractors, based upon the fact that they submitted false and fabricated information pertaining to the staff complement of their respective businesses, as well as work related experiences gained by them in the construction industry, in an effort to satisfy the requirements of the NCC's registration process.



25. The OCG has concluded that Mr. Richard Beckford and Mr. Neville Cookhorne, whether knowingly or unknowingly, aided the referenced contractors to commit fraud against the NCC, by providing Mr. Marlon Plummer with copies of their academic and professional credentials for the purpose of facilitating an upgrade of Mr. Plummer's '*contractor status*'.



REFERRALS

The OCG, in the conduct of its Investigation, is required to be guided by Section 21 of the Contractor General Act.

Section 21 of the Contractor General Act provides as follows:

“If a Contractor-General finds, during the course of his Investigations or on the conclusion thereof that there is evidence of a breach of duty or misconduct or criminal offence on the part of an officer or member of a public body, he shall refer the matter to the person or persons competent to take such disciplinary or other proceeding as may be appropriate against that officer or member and in all such cases shall lay a special report before Parliament.”²¹² (OCG Emphasis)

In respect of the foregoing provision, it is instructive to note that the OCG on 2010 January 12, provided the Fraud Squad, an investigative division of the Jamaica Constabulary (JCF), with forty- one (41) pieces of evidence Exhibits, during a meeting which had been convened between Officials of the OCG and the team from the Fraud Squad, which was headed by Inspector, Horace Forbes.

The referenced Exhibits which had been formally referred to the Fraud Squad by the OCG included the following:

- a. Originals of the completed contents of the completed National Contracts Commission (NCC) files which are maintained at the OCG for the five (5) suspected ‘sham contractors’, namely; Mr. Marlon Plummer, Mr. Johan O’Gilvie, Mr. Lucien Lawrence, Mr. Maurice McIntyre and Ms. Amoy Guthrie.

²¹² Contractor General Act. 1983



- b. Reports on the deliberation of the seven (7) interviews which were conducted by Officials of the OCG with four (4) of the five (5) suspected 'sham contractors', between 2009 December 22 and 2010 January 4.
- c. Reports on the deliberations of four (4) interviews which were conducted by Officials of the OCG and with four (4) members of staff of the NHT who were implicated in the subject matter.
- d. Reports on the deliberations of nine (9) meetings which were convened by Senior Officials of the OCG and certain OCG staff members, between 2009 December 28 and 2010 January 4.
- e. Audio recordings of the entire proceedings of all of the above referenced meetings and interviews.

It should be noted that the Fraud Squad, as at the date of this Report, is still conducting its investigation into the matter.

1. Having regard to those of the Findings and Conclusions and concerns of the OCG which have been set out herein and, having regard, in particular, to, *inter alia*, (a) the disparities in the final sums which were paid to the five (5) referenced contractors and the variation sums which were accounted for by the NHT, (b) the deficiencies which have been identified in the operation and management of the NHT's Small Contractors' Programme, inclusive of the limited due diligence and/or operation oversight in the selection of small contractor, (c) the NHT's breaches of the GPPH (2001 May) and the Contractor General Act; the matter is one which, pursuant to the mandatory statutory obligations which are imposed upon a Contractor General by Section 21 of the Contractor General Act, warrants the immediate attention of the Auditor General, for such further action as she may deem fit, on the basis that there is evidence which is recorded herein, which would suggest that there was a breach of duty on the part of the Accountable Officer, and/or on the part of one or more Public Officers, of the NHT.



2. The OCG is also referring a copy of its Report of Investigation to the Director of Public Prosecutions, having regard to the failure of the NHT to report the award of certain contracts which were awarded to the ‘sham contractors’ to the OCG, by way of its QCA Report, for such action as the she may deem to be applicable, against the then Accountable Officer(s) of the NHT, for a failure to comply with a lawful requisition of a Contractor General, contrary to the provisions of Section 29 (b) (ii) of the Contractor General Act.



RECOMMENDATIONS

Section 20 (1) of the Contractor General Act mandates that “*after conducting an Investigation under this Act, a Contractor-General shall, in writing, inform the principal officer of the public body concerned and the Minister having responsibility therefore of the result of that Investigation and make such Recommendations as he considers necessary in respect of the matter which was investigated.*” (OCG’s Emphasis)

Having regard to the foregoing, the OCG posits the following recommendations:

1. The OCG, in an attempt to excise fraud, forgery, corruption and irregularity from the NCC Works Contractor Registration process, commenced in 2010 September a 100% due diligence of the particulars of all NCC Works Contractor Application Forms. Notwithstanding, the OCG strongly recommends that the Government and Parliament of Jamaica consider the OCG’s long standing request for additional technical and administrative support services to enable the NCC’s Secretariat to, amongst other things, enhance the efficiency of the processing of Contractor applications.
2. The OCG also recommends that its aforementioned initiative, in conducting a 100% due diligence of the particulars of all NCC Works Contractor Application Forms be maintained, in an effort to continue its identification of those contractors, who provide fraudulent and/or false representations to the NCC or the OCG to be removed the GOJ’s register of contractors.
3. The OCG strongly recommends an immediate review of the procurement and public administration management practices, as well as the level of oversight and scrutiny with which the NHT’s Small Contractors’ Programme and/or any other such Programme(s)



that the entity may have initiated, to ensure that adequate systems of checks and balances are in place that may speak to the credibility and integrity of the Programme.

4. The OCG recommends that Executive Agencies, such as the NHT, and other public procuring entities take a more proactive and aggressive role in developing, implementing and enforcing effective risk management systems, checks and balances and other appropriate management systems, in an effort to mitigate against any possibility of collusion, fraud and corruption; as well as to ensure that government contracts are awarded to legitimate and competent and based on merit and impartiality.
5. The OCG recommends that NHT personnel and/or any other Public officer/official should refrain from assisting, becoming involved and/or associated with any contractor for the purposes of satisfying any of the registration requirements of the NCC; as such an act could give rise to a conflict of interest.
6. The OCG recommends, based upon the numerous incidents of fraud and corruption being committed against the NCC, and by extension the Government's Contractor Registration process and the Government of Jamaica itself, that those matters be investigated thoroughly by the Commission for the Prevention of Corruption, The Jamaica Constabulary Force, and the Office of the Director of Public Prosecution.
7. The OCG strongly recommends the immediate introduction of an 'Anti-Corruption Clause' in the terms and conditions of all government contracts, whereby every Contractor who tenders on a Government contract would be required to give warranting that no one has received or will receive, a commission, fee, or benefit of any kind in order to influence the award of the contract. The warranty would be underpinned by a further contractual undertaking, given by the Contractor, to pay to the Government a fixed penalty in the event that the warranty is discovered to have been breached.



8. With due consideration to the criminal investigations which are currently being undertaken by the Fraud Squad of the Jamaica Constabulary Force, amongst other State agencies, the OCG is also recommending that the ODPP and the Commissioner of Police, pursue such further action and/or investigation, as they both may individually deem prudent, having regard to (a) those Findings and Conclusions which are contained herein, which speak to breaches of, *inter alia*, Section 29 (a) of the Contractor General Act by certain officers of the NHT and the five (5) referenced ‘sham contractors’.

In particular, the OCG’s recommendation is being made to aid in the continuation of the criminal investigations into the fraud which has been committed against the NCC, by the five (5) referenced contractors, and which has, in fact, been conceded to, by the said contractors, in their sworn disclosures to the OCG, and which was individually undertaken by them in their quest to become enlisted on the NCC’s Register of Government Contractors.

The OCG’s recommendation in the instant matter is buttressed by the fact that there exists contradictions between the sworn declarations which were submitted along with the respective NCC Works Contractor Application Forms by the named ‘sham contractors’ and that which has been subsequently represented to the OCG, under oath, by the said ‘sham contractors’ during the course of the OCG’s formal Investigation.

Further, and having regard to the fact that certain of the ‘sham contractors’ are (a) gainfully employed full-time in other professional fields and endeavours which are unrelated to the construction industry, (b) did not have a staff complement, and (c) who, by virtue of their sworn statements, have conceded to constructing the houses on their own, and without the assistance of other persons, the OCG is hereby recommending that further investigations be undertaken by the Commissioner of Police for a determination to



be made regarding any form of collusion and/or criminal conspiracy which might have been entered into between the ‘sham contractors’ and any other person(s).

The OCG’s recommendation is made against the background that the information which is contained herein, presents *prima facie* evidence, that at least one of the contractors, who based upon the information provided, could not have, given the full time nature, demands and vacation leave entitlements, *inter alia*, of the job to which the contractor is gainfully employed, physically and singularly constructed the houses as claimed.