

OFFICE OF THE CONTRACTOR GENERAL OF JAMAICA

Special Report of Investigation

Conducted into the Award of Contracts to Taylor and Associates for the Supply of
Ammunition

Ministry of National Security

(Directed to the Office of the Cabinet)

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INTRODUCTION

On 2008 October 21, the Office of the Contractor General (OCG), acting on behalf of the Contractor General, and pursuant to Sections 15 (1) and (2) and 16 of the Contractor General Act, initiated an Investigation into the circumstances surrounding the award of a contract to Taylor & Associates by the Ministry of National Security (MNS) and/or the Jamaica Constabulary Force (JCF), for the supply of ammunition.

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 licence;*
- (f) the practice and procedures relating to the grant, issue, suspension or revocation of prescribed licences”.*

Section 15 (2) of the Act provides that “A *Contractor-General shall not, without the prior approval of the Secretary to the Cabinet acting at the direction of the Cabinet, investigate-*

(a) any government contract or any matters concerning any such contract entered into for purposes of defence or for the supply of equipment to the Security Forces; or

(b) the grant or issue of any prescribed licence for the purposes of defence or for the supply of equipment to the Security Forces,

and any report or comment thereon by the Contractor-General shall be made only to the Cabinet.”

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*”.

It is instructive to record that the OCG’s decision to commence the formal Investigation followed upon certain specified events.

On 2008 September 7, an article which was entitled “*Arms broker violated US law*” was published in the *Jamaica Gleaner* newspaper. The article alleged that Mr. Lance Brooks, the operator of Taylor & Associates, an arms-brokering business in Lauder-Hill, Florida, was charged with being an unlicensed broker of defence articles, in violation of the United States (U.S.) Arms Export Act.

The article further indicated that “*...from as early as October 2007 to March 5, 2008, Brooks was brokering the sale of defence articles to the JCF. This indicated that the JCF had been dealing with Brooks prior to his initial indictment and continued to do so after*

he was arrested, charged, pleaded guilty to the charges and was out on bond awaiting sentencing .”¹

The foregoing allegations raised critical questions about (a) the integrity and adequacy of the Government’s Procurement Policy and Procedures, particularly as they relate to the procurement of items of a sensitive nature for national defence and/or security purposes and (b) the implications for national security and issues of accountability.

Further, the allegations, in relation to the award of the contract to Taylor & Associates inferred, *inter alia*, (a) impropriety; (b) a lack of transparency; (c) a breach of applicable Government Procurement Procedures; (d) mismanagement; and (e) a breach of applicable Public Service administrative and accounting procedures.

These allegations and inferences, amongst others, raised several concerns for the OCG, especially in light of the perceived absence of adherence to the Government contract award principles which are enshrined in Section 4 (1) of the Contractor General Act.

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*”.

Consequently, pursuant to Section 15 (2) of the Contractor General Act, the OCG by way of a letter, which was dated 2008 September 12, wrote to the Cabinet Secretary, Ambassador Douglas Saunders, seeking formal approval to conduct an independent and thorough investigation into the matter.

By way of a letter, which was dated 2008 September 30, the Cabinet Secretary, Ambassador Douglas Saunders, informed the OCG that “*This is to confirm that, on the*

¹ Jamaica Gleaner. “*Arms broker violated the US law*”. 2008 September 7

direction of the Cabinet, I hereby convey the required prior approval for the investigation to be undertaken.”²

The OCG’s Investigation primarily sought to determine, *inter alia*, the merits of the allegations and to ascertain whether there was compliance with the provisions of the Contractor General Act (1983) by the MNS and/or the JCF, in relation to the award of the contract to Taylor & Associates.

At the commencement of its Investigation on 2008 October 21, the OCG undertook a preliminary review of (a) the allegations which were contained in the *Jamaica Gleaner* article, which was dated 2008 September 7; and (b) the documents which were submitted to the National Contracts Commission (NCC), by the MNS and/or the JCF, with regard to the contract award recommendation in favour of Taylor & Associates. This was done in an effort to inform the direction of the Investigation as well as to determine the most efficacious method by which to proceed.

The Terms of Reference of the OCG’s Investigation into the circumstances which surrounded the award of a contract to Taylor & Associates, by the MNS and/or the JCF, for the supply of ammunition, 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 the Contractor General Act, the Financial Administration and Audit Act, the Public Bodies Management and Accountability Act, 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 specifically mandates that a Contractor General

² Cabinet Secretary. Letter to the OCG 2008 September 30

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.

The Findings of the OCG's Investigation into the circumstances which surrounded the award of a contract to Taylor & Associates by the MNS and/or the JCF, for the supply of ammunition, are premised primarily upon an analysis of the sworn statements and the documents which were provided by the Respondents who were requisitioned by the OCG during the course of the Investigation.

It is also instructive to note that letters were directed on 2008 October 21, by the Contractor General, to the then Minister of National Security, Senator the Hon. Colonel Trevor MacMillan, the then Permanent Secretary in the Ministry of National Security, Mr. Gilbert Scott, and the then Commissioner of Police, Rear Admiral Hardley Lewin, to formally advise them of the commencement of the OCG's Investigation into the circumstances which surrounded the award of a contract to Taylor & Associates, by the MNS and/or the JCF, for the supply of ammunition.

TERMS OF REFERENCE

Primary Objectives

The primary aim of the OCG's Investigation was to determine, *inter alia*, the following:

1. Whether there was compliance with the provisions of the Contractor General Act (1983) by the MNS and/or the JCF.
2. The merits of the allegations, which have been made, that Mr. Lance Brooks, the operator of Taylor & Associates, an arms-brokering business in Lauder-Hill, Florida, was charged with being an unlicensed broker of defence articles, in violation of the U.S. Arms Export Act.

Specific Objectives

The Investigation also had the following specific objectives:

1. Identify the procurement process which was employed by the MNS and/or the JCF and/or by anyone acting on their behalf, in the award, implementation, execution and/or variation of the contract which was awarded to Taylor & Associates, for the supply of ammunition.
2. Determine whether there were any breaches of the Government's Procurement Procedures or applicable laws on the part of the MNS and/or the JCF and/or by anyone acting on their behalf, in the facilitation, procurement, award, implementation, execution and/or variation of the referenced contract.

3. Determine whether the process which led to the award of the contract to Taylor & Associates was fair, impartial, transparent and devoid of irregularity or impropriety.

4. Determine whether there was any *prima facie* evidence that would suggest impropriety on the part of any individual or entity which contributed to the award (or non-award) of the contract to Taylor & Associates.

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 which surrounded the award of a contract to Taylor & Associates, by the MNS and/or the JCF, for the supply of ammunition, 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 the applicable Government Procurement Procedures, the Contractor General Act, the Financial Administration and Audit 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 preliminary set of Requisitions/Questionnaires, which was dated 2008 October 24, was sent by the Contractor General to the then Permanent Secretary, Mr. Gilbert Scott, MNS.

Further Requisitions/Questionnaires were subsequently directed to other Public Officials, and other persons and/or entities that were considered material to the Investigation.

Where it was deemed necessary, Follow-up Requisitions were directed to a number of Respondents in an effort to clarify certain issues which were identified in their initial declarations and responses. These Follow-up Requisitions were also designed, *inter alia*, to clarify any discrepancies in the information which was supplied by the Respondents.

The Requisitions/Questionnaires 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.

Finally, all Respondents were advised, in writing, of their rights under Section 18 (5) of the Contractor General Act. Section 18 (5) of the Act provides that “*No person shall, for the purpose of an investigation, be compelled to give any evidence or produce any document or thing which he could not be compelled to give or produce in proceedings in any court of law.*”

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 were required to provide sworn written responses to formal Requisitions which were directed to them by the OCG:

(a) Mr. Gilbert Scott, the then Permanent Secretary, Ministry of National Security;

(b) Major Richard Reese, the Permanent Secretary, Ministry of National Security;

(c) Mr. Paul Robinson, Assistant Commissioner of Police, Jamaica Constabulary Force;

(d) Ms. Jevene Bent, Deputy Commissioner of Police, Jamaica Constabulary Force.

2. Follow up Requisitions/Questionnaires, requesting clarification on certain issues, were directed by the OCG to the following Public Officials:

(a) Mr. Gilbert Scott, the then Permanent Secretary, Ministry of National Security;

(b) Major Richard Reese, the Permanent Secretary, Ministry of National Security;

(c) Mr. Paul Robinson, Assistant Commissioner of Police, Jamaica Constabulary Force.

3. A detailed review of the **sworn** certified statements, supporting documents and the records which were provided by the Respondents to the OCG's Requisitions, was undertaken.

4. Due to the highly specialised nature of matters regarding the United States (US) laws, rules and/or regulations which govern the export and import of arms, the OCG, for the purpose of a comparative and comprehensive analysis of the facts in

its Investigation, also relied on information that was gleaned from various internet-based sources, such as the U.S. State Department's website.

FINDINGS

Contract awarded to Taylor & Associates and/or Lance Brooks

The OCG found that by way of a letter, which was dated 2008 January 2, the MNS sought the approval of the NCC for the “...**SOLE-SOURCING AND AWARD OF CONTRACT FOR AMMUNITION...**” for and on behalf of the JCF.

In the referenced letter to the NCC, the MNS stated that “*We are hereby seeking approval for utilizing the sole-source method of procurement and for the award of contract to **Taylor and Associates** for the amount of Eighty-Seven Thousand, One Hundred Dollars in United States Currency (US\$87,100.00) to supply the following:*”³

<i>QUANTITY</i>	<i>DESCRIPTION</i>	<i>UNIT PRICE</i>	<i>TOTAL COST</i>
2000	<i>Browning (Original) Magazine DA</i>	US\$ 17.20	US\$ 34,400.00
150,000	<i>.38 Jacketed Soft Point</i>	0.25	37,500.00
20,000	<i>.380 Jacketed Soft Point</i>	0.22	4,400.00
200	<i>Crime Scene Tape (100ft roll)</i>	8.00	1,600.00
100,000	<i>.223 55gr Jacketed Soft Point</i>	0.35	35,000.00

By way of a letter, which was dated 2008 January 29, the NCC approved the request for the use of the sole-source method of procurement and the award of a contract to Taylor & Associates, by the MNS, for the supply of ammunition.

Consequently, by way of a letter, which was dated 2008 February 28, the JCF, wrote to the Bank of Nova Scotia, Jamaica, and instructed that the JCF “...*would be grateful if*

³ MNS. Letter to the NCC. 2008 January 2

you would effect by telegraphic transfer the payment of United States Eighty-One Thousand, One Hundred Dollars (US\$81,100.00) to :- Taylor & Associates... ”⁴

However, the then Permanent Secretary, Mr. Gilbert Scott, informed the OCG that “*The contract for the supply of ammunition by Taylor and Associates to the Jamaica Constabulary Force became frustrated on March 30, 2008* when the FBI, by virtue of a search warrant, intercepted the package containing the End User Certificate – a document that had to be obtained by Taylor and Associates before a license could be granted by the US State Department.”⁵ (OCG EMPHASIS)

It is instructive to note that the MNS and/or the JCF prepared a report, which detailed the intricacies of the circumstances surrounding the award of the contract to Taylor & Associates by the MNS and/or the JCF.

The referenced report, which was dated 2008 May 12, was prepared by Assistant Commissioner of Police (ACP) Paul Robinson, Firearms and Use of Force Task Group, JCF.

Below are verbatim extracts from the referenced report, which was dated 2008 May 12:

1. *“In November 2006 I was contacted by a person who identified himself as Mr Lance Brooks who stated that he had been furnished with my details by the Commissioners [sic] Office. He stated that he was a supplier of Defence Equipment and would be happy to quote on items of police equipment.*

2. *Initially he was offering to supply flotation devices for the Police Marine Unit. He later offered to quote on Hyatt handcuffs and boat shoes for marine. He also stated that he could provide ammunition.*

⁴ JCF. Letter to the Bank of Nova Scotia. 2008 February 28

⁵ Gilbert Scott. Response to the OCG’s Requisition. 2008 November 18

3. *In October 2007 I was asked to obtain quotations for ammunition required by the Jamaica Constabulary Force to cover a shortfall in the current stock. I contacted Mr Brooks as one of the potential suppliers. And he agreed to supply me a quotation, which he did on 7th October 2007.*
4. *On 29th January 2008 approval was obtained from the National Contracts Commission for sole source sourcing of the ammunition sought.*
5. *On 22nd February 2008 I received a revised faxed quotation from him offering to supply the required goods for US\$81,000. This was passed to the procurement department for action.*
6. *On 26th February 2008 an End User Certificate, issued by the Ministry of National Security was sent to Taylor and Associates at the Lauderhill address.*
7. *On 28th February 2008 a purchase order was sent confirming an order by the JCF.*
8. *On 3rd March 2008 authorisation was sent to Scotiabank for them to transfer the funds to Taylor and Associates.*
9. *It is now known that the end user certificate was intercepted by agents from the US State Department who had been monitoring Mr. Brooks, having indicted him the previous November on criminal charges.*
10. *Approximately the US State Department informed representatives of the Jamaica Ministry of National Security informing them of suspected breaches under US law but asked for them not to alert Mr. Brooks whilst their investigations continued.*
11. *On 10th May 2008 I was informed by the US State Department that Mr. Brooks had been arrested and charged with arms export violations.”⁶*

⁶ ACP Paul Robinson. Report on the Procurement of Ammunition from Taylor & Associates. 2008 May 12

It is instructive to note that by way of a letter, which was dated 2009 June 23, the Consulate General of Jamaica informed the MNS, *inter alia*, as follows:

1. *“The Consulate General has been monitoring in the Florida Courts the progress of the above case (United States of America vs. Lance Brooks) in which the Government of Jamaica (GOJ) had a direct interest, and hereby provides an update as at approximately 10:30 a.m. on Friday, 22 May 2009.*
2. *In this regard, final sentencing of three (3) years imprisonment as well as three (3) years supervised sentence was pronounced for Mr. Lance Brooks by the presiding Judge His Honor, Mr. Jose Gonzalez at the Broward County Federal Courthouse.*
3. *It should be noted that the FBI Agent of record, Mr. Adam Mastrianni, has indicated that funds of some Twenty thousand United States Dollars (US\$20,000.00) taken from Mr. Brooks’ bank account will in due course be handed over to the Government of Jamaica. The FBI Agent has recommended that the GOJ should file a suit for the remaining amount due.”⁷(OCG Emphasis)*

Further, by way of a letter, which was dated 2009 September 4, the U.S. Department of Justice wrote to the MNS and informed, *inter alia*, as follows:

1. *“The petition for remission or mitigation of the forfeiture of the above-described property, filed by you on behalf of the Government of Jamaica, dated September 3, 2008, has been reviewed and is hereby granted.*

⁷ Consulate General of Jamaica. Letter to the MNS. 2009 June 23

2. *An investigation conducted by the Federal Bureau of Investigation (FBI) has determined that the Government of Jamaica is a victim of the violation of law which resulted in the seizure and forfeiture of the above-described property.*
3. *Specifically, there is cause to believe that the Government of Jamaica is a victim of fraud perpetrated by Lance Brooks, doing business as Taylor and Associates.*
4. *Pursuant to Title 28, Code of Federal Regulations (C.F.R.), Section 9.8, the Government of Jamaica will be reimbursed in the amount of \$20,122.00, and will receive a check in this amount by separate correspondence.”⁸*

United States Laws with regard to the Control of Arms Export and Import

In light of the foregoing information, the OCG thought it prudent to highlight the relevant U.S. laws with respect to the export of arms and ammunition.

In this regard, it is instructive to note that the US Code: Title 22, Section 2778 – ‘Control of Arms Exports and Imports’ - provides, *inter alia*, as follows:

(b) ***“Registration and licensing requirements for manufacturers, exporters, or importers of designated defense articles and defense services ...***

(I) As prescribed in regulations issued under this section, every person (other than an officer or employee of the United States Government acting in official capacity) who engages in the business of brokering activities with respect to the manufacture, export, import, or transfer of any defense article or defense service designated by the President under subsection (a)(1) of this section, or in the business of brokering activities with respect to the manufacture, export, import, or transfer of any foreign defense article or defense service (as

⁸ U.S. Department of Justice. Letter to the MNS. 2009 September 4

defined in subclause (IV)), shall register with the United States Government agency charged with the administration of this section, and shall pay a registration fee which shall be prescribed by such regulations.

(II) *Such brokering activities shall include the financing, transportation, freight forwarding, or taking of any other action that facilitates the manufacture, export, or import of a defense article or defense service.*

(III) *No person may engage in the business of brokering activities described in subclause (I) without a license, issued in accordance with this chapter, except that no license shall be required for such activities undertaken by or for an agency of the United States Government— ...*⁹ (OCG Emphasis)

The US Code: Title 22, Section 2785 – ‘End-use Monitoring of Defense Articles and Defense Services’ - also provides, *inter alia*, as follows:

(a) “Establishment of monitoring program

(1) In general

In order to improve accountability with respect to defense articles and defense services sold, leased, or exported under this chapter or the Foreign Assistance Act of 1961 (22 U.S.C. 2151 et seq.), the President shall establish a program which provides for the end-use monitoring of such articles and services. (OCG Emphasis)

(2) Requirements of program

To the extent practicable, such program—

⁹ US Code: Title 22, Section 2778. Control of Arms Export & Imports.
http://www.law.cornell.edu/uscode/search/display.html?terms=2778&url=/uscode/html/uscode22/usc_sec_22_00002778----000-.html

(A) shall provide for the end-use monitoring of defense articles and defense services in accordance with the standards that apply for identifying high-risk exports for regular end-use verification developed under section 2778 (g)(7) of this title (commonly referred to as the “Blue Lantern” program); and

(B) shall be designed to provide reasonable assurance that—

(i) the recipient is complying with the requirements imposed by the United States Government with respect to use, transfers, and security of defense articles and defense services; and

(ii) such articles and services are being used for the purposes for which they are provided.

(b) Conduct of program

In carrying out the program established under subsection (a) of this section, the President shall ensure that the program—

(1) provides for the end-use verification of defense articles and defense services that incorporate sensitive technology, defense articles and defense services that are particularly vulnerable to diversion or other misuse, or defense articles or defense services whose diversion or other misuse could have significant consequences; and... ”¹⁰

Based upon the foregoing, the OCG has made the following determinations:

1. The MNS would have been required to supply Taylor & Associates with an End User Certificate, pursuant to the US Code: Title 22, Section 2785.

¹⁰ US Code: Title 22. Section 2785. End-use monitoring of defense articles and defense services.
http://www.law.cornell.edu/uscode/search/display.html?terms=2785&url=/uscode/html/uscode22/usc_sec_22_00002785----000-.html

2. Taylor & Associates was required to be licensed to export arms pursuant to the US Code: Title 22 Section 2778.

In this regard, the US State Department Policy requires that “...**any person or company who intends to export or to temporarily import a defense article, defense service, or technical data must obtain prior approval from DDTC. The appropriate license form must be submitted for the purpose of seeking approval.** Furthermore, in most cases, in order for a license to be considered, you first must be registered with DDTC.”¹¹ (OCG Emphasis)

As such, the Directorate of Defense Trade Controls (DDTC), requires that “All manufacturers, exporters, and brokers of defense articles, defense services, or related technical data, as defined on the [United States Munitions List \(Part 121 of the ITAR\)](#), are required to register with DDTC. Registration is primarily a means to provide the U.S. Government with necessary information on who is involved in certain manufacturing and exporting activities. Registration does not confer any export rights or privileges, but is a precondition for the issuance of any license or other approval for export.”¹²

Procurement Procedures utilised by the Ministry of National Security and/or the Jamaica Constabulary Force

In light of (a) the implications for national security in the award of the contract to Taylor & Associates by the MNS, and (b) the fact that procurement of a “*sensitive nature for national defence and/or security purposes*” are outside of the scope of the Government Procurement Handbook (2001), the OCG was interested in finding out the procurement procedures which were utilised by the MNS and/or the JCF in the award of the contract to Taylor & Associates.

¹¹ US State Department. Policy. <http://www.pmdtcc.state.gov/licensing/index.html>

¹² US State Department. Policy. <http://www.pmdtcc.state.gov/registration/index.html>

Consequently, the OCG in its Requisition, that was addressed to the then Permanent Secretary in the MNS, Mr. Gilbert Scott, and which was dated 2008 October 24, asked the following question:

“What methodology was used in selecting Taylor & Associates and/or Lance Brooks for the supply of ammunition to the MNS and/or the JCF? Please provide documentary evidence, where possible, to substantiate your assertions/responses.”¹³

In his response to the OCG’s Requisition, which was dated 2008 November 12, Mr. Gilbert Scott stated as follows:

- **“Three (3) quotations were forwarded to the JCF Finance Branch by ACP Paul Robinson through the Police Headquarters stores.”** (OCG Emphasis)
- *The decision was taken by the procurement committee members who evaluated the quotations to request approval for sole-sourcing of the items from Taylor & Associates on the basis that :-*
 - *two (2) of the suppliers were unable to supply all items needed*
 - *the very competitive pricing of the items*
 - *the items were indicated by Taylor & Associates as being in stock which meant they could be shipped without delay. This was a significant factor as the JCF was in urgent need of the items.”¹⁴*

¹³ OCG Requisition to Mr. Gilbert Scott. 2008 October 24

¹⁴ Gilbert Scott. Response to the OCG’s Requisition. 2008 November 12

The assertions of the then Permanent Secretary was substantiated by a spreadsheet that was submitted by the MNS, to the NCC, on 2008 January 2, which compared the quotations from three (3) suppliers of ammunition.

Particulars of the referenced spreadsheet, which was dated 2007 December 24, are detailed in the following table:

<p align="center">JCF- FINANCE BRANCH Procurement for: Ammunition Division: HQ Stores and Armoury Date: December 24, 2007</p>								
Item No.	Quantity	Specification	Taylor & Associates		Fnherstal		Federal Premium	
			Unit Price US\$	Total Cost US\$	Unit Price US\$	Total Cost US\$	Unit Price US\$	Total Cost US\$
1	2000	Browning (Original) Magazine DA	17.20	34,400.00	21.80	43,600.00	615.00	30,750.00
2	150,000	.38 Jacketed Soft Point	0.25	37,500.00	0.00	0.00	0.31	46,500.00
3	20,000	.380 Jacketed Soft Point	0.22	4,400.00	0.00	0.00	0.36	7,200.00
4	200	Crime Scene Tape (100ft roll)	8.00	1,600.00	0.00	0.00	0.00	0.00
5	100,000	.223 55gr Jacketed Soft Point	0.35	35,000.00	0.00	0.00	0.44	43,550.00
Total Cost of Quotation				87,100.00		43,600.00		128,000.00
			JA\$6,184,100		JA\$3,095,600		JA\$9,088,000	
Delivery Period of Items Stated Above			In stock		21 weeks		8-10 weeks	
These items will be sole source from Taylor and Associates based on security reasons and the delivery period.								

The OCG found that based upon the foregoing information, the JCF Procurement Committee approved the procurement of ammunition from Taylor & Associates.

Further, ACP Paul Robinson, in his response to the OCG's Requisition, which was dated 2008 October 28, informed the OCG that *"In response to a request to obtain quotations for ammunition I made telephone and e-mail enquiries with several suppliers. One of those suppliers, Taylor and Associates provided a quotation which I passed to Finance Branch, together with other quotations received, for their consideration."*¹⁵

It is instructive to note that the OCG, in its Requisition that was addressed to the then Permanent Secretary in the MNS, Mr. Gilbert Scott, and which was dated 2008 October 24, also asked the following questions:

"In regard to the selection of Taylor & Associates and/or Lance Brooks for the supply of ammunition to the MNS and/or the JCF, please provide answers to the following questions and, where possible, provide documentary evidence to substantiate your assertions/responses:

- i. The criteria by which Taylor & Associates and/or Lance Brooks was assessed and/or evaluated;*
- ii. Detail the primary conditions of agreement which the proposal(s) should satisfy."*¹⁶

In his response to the OCG's Requisition, which was dated 2008 November 12, Mr. Gilbert Scott stated that **"The JCF Procurement Committee was not required to and did**

¹⁵ ACP Paul Robinson. Response to the OCG's Requisition. 2008 October 28

¹⁶ OCG Requisition to Mr. Gilbert Scott. 2008 October 24

not independently assess and evaluate Taylor & Associates but relied on ACP Firearms & Tactical Training Unit.¹⁷(OCG Emphasis)

Further, the OCG, in its Requisition that was addressed to the then Permanent Secretary in the MNS, Mr. Gilbert Scott, and which was dated 2008 October 24, asked the following questions:

“Please provide an Executive Summary detailing the Procurement Procedure(s) which are utilized by the MNS and/or the JCF, for the procurement of ammunition, and/or items for national defence. The summary should detail:

- i. The due diligence checks which are undertaken by the MNS and/or the JCF;*
- ii. The relevant approval processes which are required, when procuring ammunition;*
- iii. The documents and/or requisite licences which each supplier is required to submit to the MNS and/or the JCF...”*¹⁸

In his response to the OCG’s Requisition, which was dated 2008 November 12, Mr. Gilbert Scott stated as follows:

“Executive Summary

- (i) (See Appendix 4)*

¹⁷ Gilbert Scott. Response to the OCG’s Requisition. 2008 November 12

¹⁸ OCG Requisition to Mr. Gilbert Scott. 2008 October 24

(ii) The relevant approval processes which are required when procuring ammunition are as follows:

- Request for procurement of the ammunition is generated by the Police Headquarters Stores who has responsibility for ensuring that adequate stocks are available for use by the JCF.*
- Request is submitted to the Senior Director of Finance & Administration who will direct the procurement of the ammunition to the Procurement Unit of the JCF Finance Branch.*
- The Procurement Unit requests and receives quotation(s) from suitable suppliers from the Assistant Commissioner in charge of the Firearms & Tactical Training Unit (FITU).*
- A spreadsheet is prepared by the Procurement Unit analyzing proposals/quotations from suppliers to facilitate proper evaluation by the Procurement Committee of the JCF.*
- The Procurement Committee of the JCF evaluates the quotations and makes a recommendation for the award of a contract for the supply of the ammunition.*
- Based on the value of the contract, the necessary approval from the National Contracts Commission (NCC) or Cabinet is sought.*
- On receipt of the approval from the NCC or Cabinet, the ACP, Firearms & Tactical Training Unit is advised. The ACP places the order with the supplier and ensures that the relevant permits/documentation (export licence, end user certificate etc) are in place.*

- *The ACP, Firearms & Tactical Training Unit also monitors the order with the supplier, requests payment when it is due, and generally ensures that the items are shipped within the specified delivery period.*

(iii) The documents and/or requisite licences which each supplier is required to submit to the JCF are as follows:

- *Price quotation based on specifications*
- *Export licence from the relevant government authority... ”¹⁹*

It is instructive to note that by way of a letter, which was dated 2008 November 18, the then Permanent Secretary, Mr. Gilbert Scott, provided the OCG with further details with respect of its foregoing questions.

In the referenced letter, Mr. Gilbert Scott provided, *inter alia*, the following information with regard to the ‘due diligence checks which were undertaken by the JCF’:

- *“Mr. Lance Brooks, owner and operator of Taylor and Associates was identified by the Jamaica Constabulary Force as a legitimate supplier of defence equipment and has been engaging the Jamaica Constabulary Force since November 2006.*
- **No formal due diligence checks were made in relation to Lance Brooks or Taylor & Associates.** (OCG Emphasis)
- **Currently there is no established due diligence process to be followed in relation to overseas suppliers. The Jamaica Constabulary Force recognizes this to be a weakness in the procurement procedure and is currently reviewing its internal procurement systems and procedures to be followed by the Jamaica Constabulary Force Procurement Committee to ensure that proper steps are**

¹⁹ Gilbert Scott. Response to the OCG’s Requisition. 2008 November 12

*taken to verify the legitimacy status of suppliers, not only at the identification stage, but continuously from identification through to supply and conclusion.*²⁰
(OCG Emphasis)

²⁰ Gilbert Scott. Response to the OCG's Requisition. 2008 November 18

Due Diligence Checks

In light of the grave implications of the MNS purchasing ammunition from an unlicensed supplier, who was allegedly facing criminal charges in relation to the export of arms, the OCG was interested in finding out (a) the respective due diligence checks which were undertaken by the MNS and/or the JCF and (b) the operating procedures with respect to the identification of the suitability of suppliers of ammunition.

In this regard, the OCG in its Requisition, that was addressed to the then Permanent Secretary, Mr. Gilbert Scott, MNS and which was dated 2008 October 24, asked the following questions:

“Did the MNS and/or JCF request a copy of Taylor & Associates and/or Lance Brooks’ US State Department licence for arms-brokering, prior to the award of the contract to supply ammunition?”

- a. If yes, please state the date(s) on which this was done and the circumstances relating to the same.*
- b. If no, why was this not done, and is it customary for the MNS and/JCF to procure ammunition without requesting a copy of the relevant licences.”²¹*

In his response to the OCG’s Requisition, which was dated 2008 November 18, Mr. Gilbert Scott stated as follows:

- **“The Jamaica Constabulary Force did not request a copy of Lance Brooks’ or Taylor & Associates State Department licence for arms-brokering, prior to the award of the contract to supply ammunition?”[sic] (OCG Emphasis)**

²¹ OCG Requisition to Mr. Gilbert Scott. 2008 October 24

- *It is customary for the Jamaica Constabulary Force not to request a licence at the point of ordering as our understanding of the US licensing regime is that an order be placed and other documentation prepared (such as an End User Certificate) prior to the arms dealer being granted a licence by the US State Department.* (OCG Emphasis)
- *In October 2007, Mr. Brooks was asked to supply a quotation for the supply of ammunition to cover a shortfall in stock. The quotation was supplied on October 7, 2007.*
- *On November 6, 2007, Mr. Brooks, unknown to the Jamaica Constabulary Force, was indicted for violations of the Arms Export Act, Title 22, United States Code arising out of a transaction with another country and pleaded guilty on December 20, 2007.*
- *There were no systems or procedures in place to alert the Jamaica Constabulary Force that Mr. Brooks had run afoul of US arms export laws.*
- *Approval was sought and received from the National Contracts Commission on January 29, 2008, for sole-sourcing the ammunition from Taylor and Associates. The Jamaica Constabulary Force was never informed that a Licence should be obtained from Lance Brooks or Taylor & Associates.*
- *The contract for the supply of ammunition by Taylor and Associates to the Jamaica Constabulary Force became frustrated on March 30, 2008 when the FBI, by virtue of a search warrant , intercepted the package containing the End User Certificate – a document that had to be obtained by Taylor and Associates before a license could be granted by the US State Department.”²²*

²² Gilbert Scott. Response to the OCG’s Requisition. 2008 November 18

Further, the OCG in its Requisition, that was addressed to the then Permanent Secretary, Mr. Gilbert Scott, MNS and which was dated 2008 October 24, also asked the following questions:

“Did the MNS and/or JCF (i) undertake a thorough background check; (ii) request criminal records; and (iii) request tax compliance certification, for Taylor & Associates and/or Lance Brooks, prior to the award of the contract to supply ammunition?”

- a. If yes, please state the date(s) on which this was done and the circumstances relating to the same.*
- b. If no, why was this not done, and is it customary for the MNS and/JCF to procure ammunition without (i) undertaking a thorough background check; (ii) requesting criminal records and (iii) requesting tax compliance certification.”²³*

In his response to the OCG’s Requisition, which was dated 2008 November 18, Mr. Gilbert Scott stated as follows:

- **“The Jamaica Constabulary Force did not undertake a thorough background check, request criminal records, or request tax compliance certification for Lance Brooks or Taylor & Associates.”** (OCG Emphasis)
- **It is customary for the Jamaica Constabulary Force to procure ammunition without (i) undertaking a thorough background check; (ii) requesting criminal records and (iii) requesting tax compliance certification, as the Jamaica Constabulary Force is not aware of any procedural requirement that any of the above be done, in relation to overseas suppliers.** (OCG Emphasis)

²³ OCG Requisition to Mr. Gilbert Scott. 2008 October 24

- *At the time of obtaining the quotation for the ammunition on October 7, 2007, Taylor & Associates was ostensibly a legitimate ammunition broker.*
- *Lance Brooks ran afoul of US subsequent to being engaged by the Jamaica Constabulary Force and there were no systems or procedures in place to alert the JCF of same....”²⁴*

Of import, is the fact that the MNS is required to issue an End User Certificate to the suppliers of ammunition for the export of arms, pursuant the US Code Title 22, Section 2785.

In this regard, the OCG in its Requisition, which was dated 2009 April 30, asked ACP Paul Robinson the following questions:

“Did Taylor and Associates and/or Lance Brooks provide a copy of its ammunition export licence prior to the End User Certificate being prepared by the Ministry of National Security (MNS)?

- If yes, please state the date(s) on which this was done and the circumstances relating to same.*
- If no, why was this not done, and is it customary for the MNS to prepare an End User Certificate without proof of the ammunition export licence?...”²⁵*

In his response, to the OCG’s Requisition, which was dated 2009 May 5, ACP Paul Robinson stated that **“As far as I am aware *Taylor and Associates/Lance Brooks were not asked to provide a copy of the ammunition export licence prior to the End User Certificate being prepared.* As far as I am aware the Government of the Country of**

²⁴ Gilbert Scott. Response to the OCG’s Requisition. 2008 November 18

²⁵ OCG Requisition to ACP Paul Robinson. 2009 April 30

origin will not issue an export licence for ammunition without firstly receiving an end user certificate from the requesting country. In the case of the United States a form DSP-83 also need to be completed. It is usual for the MNS to prepare and forward an End User Certificate to a supplier without proof of the ammunition export licence.”²⁶ (OCG Emphasis)

In addition, in his response to the OCG’s Requisition, ACP Paul Robinson informed the OCG that “As regards why [sic] no proof of the ammunition export licence was obtained I can only reiterate that I have never been asked to undertake such a task and **I am unaware of any process in the JCF that requires this to be undertaken. Since taking up my position in April 2006 I have obtained quotations for items including weapons, ammunition, and protective vests and helmets and have never been asked to seek copies of export licences...**”²⁷ (OCG Emphasis)

Further, the OCG in its Requisition, which was dated 2009 April 29, and which was addressed to the Permanent Secretary, Major Richard Reese, asked the following questions:

“Please provide an Executive Summary detailing the process which is utilised by the Ministry of National Security (MNS) in the preparation of an End User Certificate for the procurement of ammunition. The summary should detail:

- i. The due diligence checks which are undertaken by the MNS prior to the issuance of an End User Certificate;*
- ii. The relevant approval processes which are required;*

²⁶ ACP Paul Robinson. Response to the OCG’s Requisition. 2009 May 5

²⁷ ACP Paul Robinson. Response to the OCG’s Requisition. 2009 May 5

- iii. *The documents and/or requisite information which are required to be submitted to the MNS;*
- iv. *The name(s) and title(s) of the designated approving officer(s), in regard to the issuance of an End User Certificate for the procurement of ammunition;*
- v. *The name(s) and title(s) of the designated approving officer(s), whom was/were responsible for issuing the End User Certificate for the procurement of ammunition from Taylor and Associates and/or Lance Brooks.*²⁸

In his response to the OCG's Requisition, which was dated 2009 May 29, Major Richard Reese stated as follows:

- i. *"The due diligence checks which are undertaken by the MNS prior to the issuance of an End User Certificate are as follows:*
 - (a) *The Director, Protective Security Unit in the Ministry of National Security receives all import permits from the Firearm Licensing Authority (FLA).*
 - (b) **If the document originates from the Jamaica Constabulary Force (JCF) or the Jamaica Defence Force (JDF), no due diligence is conducted as the Protective Security Unit assumes that it is already done, on the basis that these agencies have the capacity to do so.** (OCG Emphasis)

²⁸ OCG Requisition to Major Richard Reese. 2009 April 29

(c) Note that the FLA, in issuing the permit, would also have been required to conduct their own due diligence before a permit is issued, with the exception of Government of Jamaica (GoJ) entities.

(d) On the basis of steps (a) to (c) outlined above, the Permanent Secretary signs off on the End User Certificate.

ii. The relevant approval processes required are:

(a) Import Permit from FLA

(b) Trade Board License

iii. The documents and/or requisite information which are required to be submitted to the MNS are as follows:

(a) The Import Permit from the FLA

(b) Trade Board License

(c) Completed End User Certificate

iv. The name(s) and title(s) of the designated approving officer(s) in regard to the issuance of an End User Certificate for the procurement of ammunition is:

(a) Mr. Gilbert F. Scott, Permanent Secretary, Ministry of National Security”²⁹

In addition, Major Richard Reese also submitted to the OCG an internal Memorandum, which was dated 2009 September 17, from Mr. Lincoln Allen, Director, Protective Security.

In the referenced Memorandum, Mr. Lincoln Allen asserted that “It should be noted however, that section 52(a) of the Firearms Act 1967 allows for the lawful import and

²⁹ Major Richard Reese. Response to the OCG’s Requisition. 2009 May 29

export of ammunition and firearms owned by the Government of Jamaica without the issuance of import and export permits. Notwithstanding, the Ministry for the past decade has thought it prudent to have licences prepared in several instances for greater accountability as these licences are permanent records that can be used for future reference should any problems arise... ”³⁰

It is instructive to note that by way of a JCF Memorandum, which was dated 2009 September 22, Ms. Donna Burnett-Beckford, Senior Director, JCF Finance Branch, informed the Permanent Secretary, Major Richard Reese, MNS, as follows:

1. *“Since the beginning of my tenure with the JCF in 2003, the selection of companies to supply guns, ammunition, protective gears, riot control supplies and equipment and other such sensitive items was done from the Office of the Commissioner of Police. The JCF Finance Branch, a civilian unit, was responsible for ensuring that the procurement procedures were complied with and for effecting payment when it became due.*

2. *In **2006 when ACP Paul Robinson**, an International Police Officer began his tenure with the JCF, it was communicated that ACP Paul Robinson, as **head of the newly formed Firearms & Coastal Security Branch, would be responsible for sourcing quotations for the procurement of guns, ammunition, riot supplies, handcuffs, protective gear and other such sensitive equipment/supplies.** (OCG Emphasis)*

3. *It was our understanding that **implicit in his portfolio responsibility, ACP Paul Robinson would ensure that quotations for these items would be sourced from reputable, legal entities, and that relevant documentation required for the***

³⁰Lincoln Allen. MNS Memorandum. 2009 September 17

procurement such as End User Certificates and Export Licenses, were in place.”³¹ (OCG Emphasis)

However, it is instructive to note that ACP Paul Robinson, by way of a letter, which was addressed to the former Permanent Secretary, Mr. Gilbert Scott and which was dated 2008 November 26, stated that “...the ACP Firearms and Tactical Training unit was not required, and was not asked, to assess Taylor & Associates, nor do I consider it my role to assess the financial or operational status of these companies. I believed that the JCF procurement process undertook this research.”³²(OCG Emphasis)

ACP Paul Robinson, in the referenced letter further stated that “Additionally there does not appear to be a clearly documented process with unequivocal allocation of responsibilities in the procurement process for assessing financial and commercial status of international companies.”³³ (OCG Emphasis)

Given the disclosures which were made to the OCG regarding the Due Diligence Checks, or lack thereof, which were undertaken by the MNS and/or the JCF, the OCG has found that the administration of the processes for vetting the qualification, suitability and capacity of potential suppliers was in fact very ‘loose’.

The sworn documentary evidence has indicated, *inter alia*, that “*At the time of obtaining the quotation for the ammunition on October 7, 2007, Taylor & Associates was ostensibly a legitimate ammunition broker.*” (Ref. Gilbert Scott’s Response of 2008 November 18 to the OCG’s Requisition). Such a representation was made despite that fact that the JCF had not conducted any form of due diligence regarding Mr. Lance Brooks and/or Taylor and Associates.

³¹ Donna Burnett-Beckford. Memorandum to Major Richard Reese. 2009 September 17

³² ACP Paul Robinson. Letter to Mr. Gilbert Scott. 2008 November 26

³³ ACP Paul Robinson. Letter to Mr. Gilbert Scott. 2008 November 26

The matter is one which, given the absence of any strict guidelines for the procurement of 'sensitive items', the OCG has found to be both irregular and, consequently, irresponsible, on the part of the MNS and the JCF.

The matter is indeed further compounded by the fact that the then Permanent Secretary in the MNS, Mr. Gilbert Scott, indicated, in his sworn statement to the OCG, that it is **customary** for the JCF to procure ammunition without:

1. Undertaking background checks;
2. Requesting criminal records;
3. Requesting a tax compliance certificate.

Further, given the fact that there appears to be a misunderstanding regarding the roles and responsibilities of persons who are involved in the procurement of ammunition, the OCG has found that, based upon an analysis of the compendium of facts, that the MNS and/or the JCF undertook the procurement of ammunition from Taylor & Associates in a highly irregular administrative environment.

Was there Impropriety involved in the Award of the Contract to Taylor & Associates?

On 2009 August 27, the OCG received a telephone call from an ‘Anonymous Citizen’. The ‘Anonymous Citizen’ expressed concern about the fact that he had not heard anything about the OCG’s Special Report of Investigation into the circumstances surrounding the purchase of ammunition from Taylor & Associates by the MNS and/or the JCF.

The ‘Anonymous Citizen’ further stated that these concerns were raised in light of the fact that it was known to himself, and other members of the JCF, that the Contractor is the brother-in law of ‘DCP Bent’.

The ‘Anonymous Citizen’ also informed the OCG that he and other members of the JCF were concerned that the Report was being buried.

In light of the allegations which were made by the ‘Anonymous Citizen’ the OCG must place upon the record that in its 2009 April 30 Requisition to ACP Paul Robinson, the following verbatim question was asked:

“In a letter which was dated October 28, 2008, addressed to Ms. Donna Burnett Beckford, you stated that “At the request of the Finance Branch, I made enquiries regarding previous suppliers to the Jamaica Constabulary Force as well as obtaining quotations referred by the Commissioner of Police...” Please provide answers to the following questions and, where possible, provide documentary evidence to substantiate your assertions/response:

- i. To whom were your referenced queries directed at the JCF?*

- ii. *The name(s) and title(s) of the person(s) from the JCF who provided you with the information which was requested by you in regard to previous suppliers?”³⁴*

It is, therefore, instructive to note that ACP Paul Robinson, in his response to the OCG’s Requisition, which was dated 2009 May 5, stated that “*As stated in my letter to Mrs. Donna Burnett-Beckford dated 28th October 2008, I made verbal enquiries regarding previous suppliers of ammunition. I sought the advice of DCP Bent who had also instructed me to obtain quotations from suppliers regarding ammunition. When I asked regarding the previous supplier I was informed by DCP Bent that previous supplies had been obtained through a local agent, A Mr Billion Young Chin, but there were concerns regarding the integrity of those transactions and I was asked to contact suppliers direct.”³⁵ (OCG EMPAHSIS)*

Given the foregoing assertion of ACP Paul Robinson, and the gravity of the allegations which were made by the ‘Anonymous Citizen’, the OCG, in its Requisition which was dated 2009 September 1, asked ACP Paul Robinson, *inter alia*, the following questions:

- i. *“Kindly state whether your reference to a DCP Bent was with regard to DCP Jeneve Bent;*
- ii. *What advice did you seek from DCP Bent?*
- iii. *Kindly detail the information which was given to you by DCP Bent in response to your request for advice.*

³⁴ OCG Requisition. ACP Paul Robinson. 2009 April 30

³⁵ ACP Paul Robinson. Response to the OCG’s Requisition. 2009 May 5

- iv. *Did DCP Bent provide you with the name(s) of potential suppliers for ammunition? If yes, please provide a list of the suppliers which were recommended.*”³⁶

In his response to the OCG’s Requisition, which was dated 2009 September 4, ACP Paul Robinson stated as follows:

- i. *“All references in my statement refer to DCP Jeneve Bent.*
- ii. *To the best of my recollection I asked DCP Jeneve Bent if the JCF had a preferred supplier and she informed me they did not. I was advised that previous shipments had been sourced through a third party, namely Mr Young- Chin. She advised me to speak to the JCF H.Q. Stores and the Jamaica Defence Force.*
- iii. **DCP Jevene did not provide me with any names or contact numbers for potential suppliers.**”³⁷ (OCG Emphasis)

In addition, the OCG, in its Requisition which was dated 2009 September 1, asked Deputy Commissioner of Police (DCP) Jevene Bent the following questions:

“Do you know, or do you have, or have you had a personal, business or other relationship with, any of the principals, shareholders, directors, partners, officers and/or employees of Taylor & Associates? If yes, please indicate:

- a. *The full name of the Taylor & Associates Representative and his/her relationship with Taylor & Associates;*

³⁶ OCG Requisition. ACP Paul Robinson. 2009 September 1

³⁷ ACP Paul Robinson. Response to the OCG’s Requisition. 2009 September 4

- b. *The length of time that you have known the Taylor & Associates Representative;*
- c. *A full description of the nature of the relationship between yourself and the Taylor & Associates Representative.*³⁸

In her response to the OCG's Requisition, which was dated 2009 September 11, DCP Jeneve Bent stated "**No.**"³⁹(OCG Emphasis)

Further, the OCG in its Requisition, which was dated 2009 September 1, also asked ACP Paul Robinson the following questions:

"Are you aware of any relationship and/or association between DCP Jeneve (sic) Bent and Mr. Lance Brooks and/or Taylor & Associates? If yes, please provide answers to the following questions and detail the information which is requested:

- i. *State the nature of the relationship and/or association;*
- ii. *The date(s) you became aware of said relationship and/or association;*
- iii. *The manner in which you became aware of such a relationship and/or association....*⁴⁰

In his response to the OCG's Requisition, which was dated 2009 September 4, ACP Paul Robinson stated that "*I am unaware of any relationship between DCP Jeneve Bent and Mr. Lance Brooks and/or Taylor and Associates.*"⁴¹

³⁸ OCG Requisition. DCP Bent. 2009 September 1

³⁹ DCP Jeneve Bent. Response to the OCG's Requisition. 2009 September 11

⁴⁰ OCG Requisition. ACP Paul Robinson. 2009 September 1

⁴¹ ACP Paul Robinson. Response to the OCG's Requisition. 2009 September 4

Notwithstanding the assertions of ACP Paul Robinson, the OCG, based upon the complaint from the 'Anonymous Citizen', in its Requisition, which was dated 2009 September 1, asked DCP Jevene Bent the following question:

“Kindly provide an Executive Summary detailing your role(s) and responsibility(ies), if any, in (a) the procurement of ammunition; (b) the approval of the End User Certificate by the Ministry of National Security (MNS); and (c) the due diligence process which is/was undertaken by the Jamaica Constabulary Force (JCF), specifically as it relates to the determination of the suitability of ammunition suppliers to the JCF and/or the MNS. Please provide documentary evidence, where possible, to substantiate your assertions/responses.”⁴²

In her response to the OCG's Requisition, which was dated 2009 September 11, DCP Jevene Bent stated as follows:

- (a) **“I have oversight responsibility to monitor the outgoings from the budgetary allocation to the JCF. As it relates to the procurement of ammunition my responsibility is to ensure the quantity of ammunition being proposed for procurement is adequate and necessary and has budgetary support.”** (OCG Emphasis)
- (b) *I have no role or responsibility as it relates to the approval of the End User Certificate.*
- (c) **I have no role or responsibility as it relates to the due diligence process that was undertaken by the JCF and/or the MNS as it relates to the determination of the suitability of ammunition suppliers to the JCF and/or the MNS.”**⁴³ (OCG Emphasis)

⁴² OCG Requisition. DCP Bent. 2009 September 1

⁴³ DCP Jevene Bent. Response to the OCG's Requisition. 2009 September 11

Further, the OCG, in an effort to ascertain whether DCP Jevene Bent (a) influenced and or (b) recommended the award of the contract to Taylor & Associates, in its Requisition which was dated 2009 September 1, also asked DCP Jevene Bent the following question:

“Did you in any way (a) recommend, (b) influence and/or (c) approve the arrangement and/or contract with Taylor & Associates and/or Lance Brooks to provide ammunition to the JCF and/or the MNS? If yes, please provide all relevant particulars.”⁴⁴

In her response, to the OCG’s Requisition, which was dated 2009 September 11, DCP Jevene Bent stated *“No.”⁴⁵(OCG Emphasis)*

Initiative on the part of the Ministry of National Security

It is instructive to note that under cover of a letter, which was dated 2009 November 25, the MNS submitted to the OCG a copy of a draft Procurement Procedure, in respect of the *“Proposed Procurement Guidelines for Firearms, Ammunition and Dangerous Goods”*.

In the referenced letter, the MNS stated that *“The Ministry of National Security is in the process of developing a Cabinet Submission on the proposed Government of Jamaica Procurement Guidelines for Firearms, Ammunition and Dangerous Goods. This document, if approved by Cabinet, will be an official guide on the procedures and methods for government officials engaged in the planning and management of the procurement of firearms, ammunition and dangerous goods on behalf of the security forces and other paramilitary organisations.”⁴⁶*

⁴⁴ OCG Requisition. DCP Bent. 2009 September 1

⁴⁵ DCP Jevene Bent. Response to the OCG’s Requisition. 2009 September 11

⁴⁶ MNS. Letter to the OCG. 2009 November 25

In the said letter, the MNS also requested that the OCG review and comment on the proposed procurement guidelines.

Based upon the OCG's review of the proposed "*Government of Jamaica Procurement Guidelines for Firearms, Ammunition and Dangerous Goods*", the OCG found that the MNS is seeking to establish a due diligence process which is to be followed for the procurement of items of a 'sensitive nature'.

The proposed procurement process included, *inter alia*, the following:

1. Suppliers/ Contractors/Agents are required to meet certain requirements and are expected to submit the following evidence:
 - i. *"Tax compliance*
 - ii. *Registration in the country of origin*
 - iii. *Licence to sell/ trade in country of origin and for export*
 - iv. *Relevant experience*
 - v. *Past performance record and*
 - vi. *Financial and technical capacities"*⁴⁷

2. The National Intelligence Bureau (NIB), an intelligence arm of the JCF, is required to conduct a vetting process of the "... *successful bid and the second place...*" According to the document, "*The vetting procedures will include checks into the background of the contractor, his business and his business partners or senior members of staff, locally and internationally, for any adverse information.*"⁴⁸

⁴⁷ MNS. "*Government of Jamaica Procurement Guidelines for Firearms, Ammunition and Dangerous Goods*"

⁴⁸ MNS. "*Government of Jamaica Procurement Guidelines for Firearms, Ammunition and Dangerous Goods*"

3. The NIB's investigation should include:

- i. *“criminal records checks both locally and internationally*
- ii. *Background information*
- iii. *Interpol checks*
- iv. *Checks with consular offices or government agencies in other countries”⁴⁹*

Further, *“Where the investigation reveals information adverse to the interest of the GOJ, the bid must be rejected and the next best contractor should be selected for investigation. Where the investigation reveals information relating to the second select is adverse to the interest of the GOJ, the bid must be nominees.”⁵⁰*

Having reviewed the referenced documents, it is instructive to note that by way of a letter, which was dated 2009 December 11, the OCG wrote to the MNS and sought clarification on what exactly was intended by the assertion that the *“...bid must be nominee.”*

In the referenced letter, the OCG stated that *“The OCG is unclear as to what is being communicated in the assertion that, ‘where the investigation reveals information relating to the second select is adverse to the interests of the GOJ, the bid must be nominees’. Kindly clarify.”⁵¹*

It is instructive to note that the proposed *“Government of Jamaica Procurement Guidelines for Firearms, Ammunition and Dangerous Goods”* also indicated that *“These guidelines have been developed to primarily look at the procurement of firearms, ammunition and to a lesser extent explosives/explosive materials by the security forces or*

⁴⁹ MNS. *“Government of Jamaica Procurement Guidelines for Firearms, Ammunition and Dangerous Goods”*

⁵⁰ MNS. *“Government of Jamaica Procurement Guidelines for Firearms, Ammunition and Dangerous Goods”*

⁵¹ OCG. Letter to the MNS. 2009 December 11

other government entities. **It however, can be used generally for the procurement of other less sensitive items.**⁵²(OCG Emphasis)

Of import is the fact that the Revised Government of Jamaica Handbook of Public Sector Procurement Procedures (RHPP), states that only the “***Procurement of a sensitive nature for national defense and /or security purposes***” is exempted. (OCG Emphasis)

Consequently, the OCG, by way of a letter, which was dated 2009 December 11, wrote to the MNS and informed it that “*The OCG is of the view that this assertion should be excised...Any other procurement, for “less sensitive items”, should be undertaken in accordance with the RHPP.*”⁵³

Further, the OCG in its letter, which was dated 2009 December 11, also included several other comments with respect of the proposed document. These included, *inter alia*, the following:

- i. *“Procurement of Sensitive Items – Regulation, Corruption and Monitoring of Contracts*

It is clearly stated that the referenced procurement is exempted from the RHPP; therefore, it is axiomatic that the referenced procurement is also exempted from the Public Sector Procurement Regulations.

The OCG is unaware of any other legislation or regulation which governs the procurement of goods, works and services, save and except for the Contractor-General Act, which does not address sanctions for exempted procurement breaches.

⁵² MNS. “Government of Jamaica Procurement Guidelines for Firearms, Ammunition and Dangerous Goods”

⁵³ OCG. Letter to the MNS. 2009 December 11

We therefore, respectfully posit that the “mechanisms” which the Ministry have put in place to “combat” corruption and unethical behaviour be included in the document as appendices.

ii. *Selection of successful Quote by the Procurement Committee*

The OCG notes that the document asserts that the Procurement Committee will deliberate and arrive at a successful Bidder; however, no mention is made of the bids being evaluated by an Evaluation Committee.

iii. *Approval Authority and Monetary Approval Level*

The document does not address approval authority with the associated monetary approval levels.”⁵⁴

⁵⁴ OCG. Letter to the MN. 2009 December 11

CONCLUSIONS

Based upon the documents which have been reviewed as well as the sworn testimony which has been received from the representatives of the MNS and the JCF, other Public Officials and persons of interest, the OCG has arrived at the following considered Conclusions:

1. The JCF utilised the Limited Tender Methodology to obtain quotations from three (3) suppliers of arms. However, following a review of the quotations by the JCF Procurement Committee, a recommendation was made for the award of the contract to Taylor & Associates.

Consequently, by way of a letter, which was dated 2008 January 2, the MNS sought the approval of the NCC for the “**SOLE-SOURCING AND AWARD OF CONTRACT FOR AMMUNITION...**” for and on behalf of the JCF. This request from the MNS, was approved by the NCC on 2008 January 29.

2. Based strictly upon the procurement process which was utilised by the MNS and the JCF, the OCG has concluded that the process which led to the award of the contract to Taylor & Associates appears, on the face of it, to have been fair, impartial and transparent.

This is premised upon the fact that (a) the JCF obtained three (3) quotations from suppliers of ammunition, (b) the JCF Procurement Committee conducted a comparative analysis of the quotations which were submitted to it, and (c) approval was sought and granted by the NCC for the award of the contract to Taylor & Associates. As such, in the OCG’s considered opinion, the JCF made an attempt to undertake a competitive bidding exercise.

3. However, at the time of the procurement of ammunition from Taylor & Associates, the MNS and the JCF failed to carry out effective and efficient due diligence checks with respect of the suitability of the arms suppliers.

In point of fact the MNS has asserted that “No formal due diligence checks were made in relation to Lance Brooks or Taylor & Associates.”⁵⁵(OCG Emphasis)

Further, the then Permanent Secretary, Mr. Gilbert Scott, stated that “Currently there is no established due diligence process to be followed in relation to overseas suppliers. The Jamaica Constabulary Force recognizes this to be a weakness in the procurement procedure and is currently reviewing its internal procurement systems and procedures...”⁵⁶ (OCG Emphasis)

Consequently, the OCG has concluded that the procurement process for items of a sensitive was wholly inadequate in light of the implications for national security.

4. In light of the fact that (1) the JCF was approached by Mr. Lance Brooks and/or Taylor and Associates and (2) no due diligence checks were conducted regarding Mr. Lance Brooks and/or Taylor & Associates, the OCG hereby concludes that there is no clear and unequivocal basis upon which to confirm that the contract to Taylor & Associates was indeed meritorious.

Consequently, the OCG has found and concluded that the MNS and/or the JCF engaged and entered into a contract with a supplier of ammunition in respect of which neither of the state agencies could practically, objectively, and authoritatively attest to the capacity, legitimacy and suitability of Mr. Lance Brooks and/or Taylor & Associates.

⁵⁵ Gilbert Scott. Response to the OCG’s Requisition. 2008 November 18

⁵⁶ Gilbert Scott. Response to the OCG’s Requisition. 2008 November 18

5. Ms. Donna Burnett-Beckford in a JCF Memorandum, that was addressed to the Permanent Secretary, Major Richard Reese, stated that “It was our understanding that *implicit in his portfolio responsibility, ACP Paul Robinson would ensure that quotations for these items would be sourced from reputable, legal entities, and that relevant documentation required for the procurement such as End User Certificates and Export License, were in place.*”⁵⁷ (OCG Emphasis)

However, contrary to Ms. Donna Burnett-Beckford’s assertions, ACP Paul Robinson in his letter to the then Permanent Secretary, Mr. Gilbert Scott, which was dated 2008 November 26, stated that “...*the ACP Firearms and Tactical Training unit was not required, and was not asked, to assess Taylor & Associates, nor do I consider it my role to assess the financial or operational status of these companies. I believed that the JCF procurement process undertook this research.*”⁵⁸(OCG Emphasis)

Based upon the conflicting statements from Ms. Donna Burnett-Beckford and ACP Paul Robinson, specifically with regard to the role of the Firearms and Tactical Training Unit in identifying suitable suppliers, the OCG has concluded that there were no clear guidelines detailing the responsibilities of the units and/or individuals which were involved in the procurement of ammunition, at the time of the award of a contract to Taylor & Associates.

In point of fact, ACP Paul Robinson has asserted that “...*there does not appear to be a clearly documented process with unequivocal allocation of responsibilities in the procurement process for assessing financial and commercial status of international companies.*”⁵⁹ (OCG Emphasis)

⁵⁷ Donna Burnett-Beckford. Memorandum to Major Richard Reese. 2009 September 17

⁵⁸ ACP Paul Robinson. Letter to Mr. Gilbert Scott. 2008 November 26

⁵⁹ ACP Paul Robinson. Letter to Mr. Gilbert Scott. 2008 November 26

6. Given the absence of clear guidelines detailing the responsibilities of the units and/or individuals which were involved in the procurement of ammunition, at the time of the award of a contract to Taylor & Associates, the OCG has concluded that the award of a contract to Taylor & Associates occurred in a highly irregular administrative environment.

Further, it is hereby concluded that, given the administrative irregularities, the absence of strict procurement guidelines and the **customary** absence of any due diligence checks by the JCF, that the circumstances surrounding the award of a contract to Taylor & Associates was, in fact, irregular.

7. Mr. Lance Brooks, the operator of Taylor & Associates, as at 2009 May 22, was sentenced to three (3) years imprisonment and three (3) years supervised sentence.
8. Based upon the OCG's review of the United States regulations and laws, with respect of the export of arms, it appears that the MNS and/or the JCF were not fully cognizant of the regulatory framework within which arms exporters are required to operate.

However, if it was that the MNS and the JCF were aware of the US Code, Title 22, this knowledge of the regulatory framework was not fully incorporated into the procurement procedures which were used to award the contract to Taylor & Associates.

9. Based upon (a) the failure to conduct due diligence checks with respect of the suitability of the arms suppliers and (b) the US Code Title 22, Sections 2778 and 2785, the OCG has concluded that pursuant to Section 4 of the Contractor General Act, the process which led to the award of the contract to Taylor & Associates was not devoid of irregularity.

10. Notwithstanding the assertion of the ‘Anonymous Citizen’, with respect to an alleged relationship between DCP Jevene Bent and the contractor, Taylor & Associates and/or Mr. Lance Brooks, the OCG has seen no documentary evidence to indicate that such a relationship does in fact exist.

In point of fact, DCP Jevene Bent, in her **sworn statement** to the OCG, denied having a personal, business or other relationship with any of the principals, shareholders, directors, partners, officers and/or employees of Taylor & Associates.

11. The OCG has not seen any *prima facie* evidence to suggest that there was impropriety on the part of any individual or entity which contributed to the award (or non-award) of the contract to Taylor & Associates.

12. The MNS remitted a total of US\$81,100.00 to Taylor & Associates on 2008 February 28. However, by way of a letter, which was dated 2009 September 4, the U.S. State Department of Justice wrote to the MNS and informed them that “Pursuant to Title 28, Code of Federal Regulations (C.F.R.), Section 9.8, the Government of Jamaica will be reimbursed in the amount of \$20,122.00, and will receive a check in this amount by separate correspondence.”⁶⁰

Having regard to the foregoing, a total of US\$60,978.00 is still outstanding to the GOJ. In this regard, it is instructive to note that by way of a letter, which was dated 2009 June 23, the Consulate General of Jamaica advised the MNS that “The FBI Agent has recommended that the GOJ should file a suit for the remaining amount due.”⁶¹

13. The OCG has concluded that the MNS, in making the full payment of US\$81, 100.00 of the contract sum, to Taylor & Associates, on 2008 February 28,

⁶⁰ U.S. Department of Justice. Letter to the MNS. 2009 September 4

⁶¹ Consulate General of Jamaica. Letter to the MNS. 2009 June 23

made an advance payment without requesting and securing an advance payment surety from Taylor & Associates. Had an advance payment security been received by the MNS, the US\$60,978.00, of the tax-payers money, which is currently outstanding, may have been secured.

Further, while the OCG recognises that the referenced procurement is outside of the scope of the then GPPH and the current RHPP, the OCG had deemed it prudent to record the provisions of Section S-2070 of the RHPP, which provides that “*Where advance payments are to be made, these will only be allowed upon presentation of an advance payment security. No advance payment shall be made without provision of a surety in the full value of the advance.*”⁶²

14. The OCG commends the actions of the MNS in recognising the weaknesses of its procurement procedures for items of a ‘sensitive nature’ and, as such, its efforts in drafting the proposed “*Government of Jamaica Procurement Guidelines for Firearms, Ammunition and Dangerous Goods*”.

However, based upon the OCG’s review of the referenced document, the OCG has concluded that the document has certain weaknesses which must be addressed in keeping with the OCG’s comments, as were contained in its letter, which was dated 2009 December 11.

⁶² RHPP. Section S2070. 2008 November

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 therefor 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).

In light of the foregoing, and having regard to the Findings and Conclusions that are detailed herein, the OCG now makes the following Recommendations:

1. The OCG recommends that MNS and the respective Public Bodies, which report to the MNS and which are involved with the procurement of arms and ammunition, become familiar with the respective laws and/or guidelines of the countries from which it/they imports arms.
2. With respect of the proposed “*Government of Jamaica Procurement Guidelines for Firearms, Ammunition and Dangerous Goods*”, the OCG reiterates the following considered recommendations, which were detailed in its letter, that was dated 2009 December 11:
 - i. “*The OCG recommends that the document clearly identifies the person or persons who are authorized to approve the procurement at varying monetary levels.*”
 - ii. *Please clearly indicate, in the document, the role of the Evaluation Committee, and adjust the section for the Procurement Committee, to include making its determination following the recommendation of the Evaluation Committee.*

iv. Database of suitable Suppliers

It is recommended that a database is created for “vetted suppliers”, and the said database is continuously maintained for currency, i.e. regular vetting and additions.

v. Procurement Records

Please include a section to address the proposed management and storage of records on information regarding each procurement, so as to facilitate the effective review of Oversight Bodies, such as the OCG.”⁶³

The OCG recommends that the MNS review the “*Government of Jamaica Procurement Guidelines for Firearms, Ammunition and Dangerous Goods*” and incorporate the listed OCG Recommendations before submitting the said document to the Cabinet for its approval.

3. The OCG recommends that the MNS also review the *Government of Jamaica Procurement Guidelines for Firearms, Ammunition and Dangerous Goods*”, and if not already done, the MNS should ensure that the roles and responsibilities of each unit and/or individual which are involved in the procurement process is clearly defined. This will ensure greater accountability and transparency in the procurement process.
4. The OCG respectfully recommends that the Cabinet consider and approve the “*Government of Jamaica Procurement Guidelines for Firearms, Ammunition and Dangerous Goods*” upon a redraft of the said document by the MNS.
5. The OCG recommends that the redrafted “*Government of Jamaica Procurement Guidelines for Firearms, Ammunition and Dangerous Goods*” should only be

⁶³ OCG. Letter to the MNS. 2009 December 11

utilised for procurement of items of a 'sensitive nature for national defence and/or security purposes'. All other procurements should be subjected to the RHPP.

6. The OCG recommends that the MNS examine the recommendation of the FBI with regard to filing a law suit to recover the outstanding amount of US\$60,978.00 from Taylor & Associates. In this regard, the OCG recommends that advice be sought, from the Attorney General, as to the most efficient and cost effective way to proceed in any attempt to recoup the outstanding amount.
 7. The OCG recommends that with respect to advance payments, the MNS should apply the provisions of Section S-2070 of the RHPP to all types of procurements, even those of a 'sensitive nature for national defence and/or security purposes'.
 8. Lastly, the OCG also recommends that the MNS develop a policy for the procurement of items of a 'sensitive nature for national defence and/or security purposes', which would essentially bar individuals with criminal records from receiving contracts of that nature from the GOJ.
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