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### **Report of Investigation**

**Conducted into the Circumstances which Led to the Award and Implementation of a Contract, in the Amount of \$46,851,105.30, to Rahim's Cleaning & Trucking Limited, by the St. Ann Municipal Corporation in Relation to its Ocho Rios Covid-19 Sanitation and Cleaning Project**

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**Integrity Commission  
February 2021**



This Publication until tabled in Parliament shall be confidential.

Section 55 and 56 of the Integrity Commission Act states:

"(4) Anything said or information supplied or any document or thing produced by any person for the purpose or in the course of any investigation by or proceedings before the Commission under this Act, shall be absolutely privileged in the same manner as if the investigation or proceedings were proceedings in a court of law.

(5) For the purposes of the Defamation Act, any report made by the Commission under this Act and any fair and accurate comment thereon shall be deemed to be privileged.

56.—(1) Subject to section 42(3)(b), every person having an official duty under this Act, or being employed or otherwise concerned in the administration of this Act (hereinafter called a concerned person) shall regard and deal with as secret and confidential, all information, statutory declarations, government contracts, prescribed licences and all other matters relating to any matter before the Commission, except that no disclosure made by the Commission or other concerned person in the proceedings for an offence under this Act or under the Perjury Act, by virtue of section 17(2) of that Act, shall be deemed inconsistent with any duty imposed by this subsection.

(2) The obligation as to secrecy and confidentiality imposed by this section, in relation to any documents, or information obtained under this Act continues to apply to a person despite the person having ceased to have an official duty, be employed or otherwise concerned in the administration of this Act.

(3) Every concerned person who is required under subsection (1) to deal with matters specified therein as secret and confidential who at any time communicates or attempts to communicate any such information, declaration, letter and other document or thing referred to in subsection (1) disclosed to him in the execution of any of the provisions of this Act to any person—

(a) other than a person to whom he is authorized under this Act to communicate it; or

(b) otherwise than for the purpose of this Act,

commits an offence and shall be liable on summary conviction in a Parish Court to a fine not exceeding one million dollars or to a term of imprisonment not exceeding one year.

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#### INTEGRITY COMMISSION

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## **1.0 Summary of Investigation**

1.1 This investigation concerns allegations of impropriety, irregularities and corruption in relation to the circumstances which led to the award and implementation of a contract, in the amount of \$46,851,105.30, by Rahim's Cleaning and Trucking Limited. The referenced contract was awarded by the St. Ann Municipal Corporation, for the implementation of the Covid-19 related Sanitation and Cleaning Project in the town of Ocho Rios.

1.2 The investigation was initiated by the DI pursuant to Sections 6(1) (a), 33(1)(a) and 47 of the Integrity Commission Act.

1.3 The investigation sought to ascertain, *inter alia*:

(a) The circumstances which led to the request made by the St. Ann Municipal Corporation, to the Tourism Enhancement Fund (TEF), for the provision of project funding to finance the Corporation's Ocho Rios COVID-19 Sanitation & Cleaning Project;

(b) The circumstances which led to the award of a contract, in the amount of \$46,851,105.30, to Rahim's Cleaning & Trucking Limited;

(c) The rationale for the selection of the locations, that were purportedly sanitized and cleaned under the referenced project;

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- (d) The process and procurement methodology, if any, that was utilized by the St. Ann Municipal Corporation, in the engagement of the Contractor;
- (e) Whether the project deliverables were provided in keeping with the contractual obligations of the contractor;
- (f) Whether value for money was attained in relation to the award and implementation of the contract;
- (g) Whether there was, *prima facie*, evidence of any impropriety and/or irregularities on the part of any officer(s)/official(s) at the St. Ann Municipal Corporation or the Tourism Enhancement Fund (TEF), integral to the conceptualization and implementation of the project;
- (h) Whether there was, *prima facie*, evidence of any impropriety, irregularities or acts of corruption on the part of the Contractor, Rahim's Cleaning & Trucking Limited;
- (i) Whether there was, *prima facie*, evidence of an act(s) of corruption or fraud on the part of any officer(s)/official(s) at the St. Ann Municipal Corporation, the Tourism Enhancement Fund (TEF) or by the Contractor;
- (j) The verification process, if any, that was utilized by the St. Ann Municipal Corporation, to determine whether the contract for the Ocho Rios Covid-19 Project was successfully implemented; and

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(k) Whether the circumstances, which led to the selection, award and implementation of the contract were in accordance with the Government of Jamaica (GoJ) Public Sector Procurement Procedures (2014), the Public Procurement Act (2015), the Integrity Commission Act (2017), the Public Bodies Management & Accountability Act (2001), the Forgery Act (1942) and/or any other applicable legislation.

1.4 The Findings of the Investigation are premised primarily upon an analysis of the statements and documentary material which were provided by the Respondents to the DI.

#### 1.5 Summary of Key Findings

1.5.1 A contract dated March 26, 2020, was entered into between the St. Ann Municipal Corporation and Rahim's Cleaning & Trucking Limited, in the amount of \$46,851,105.30. The contract was awarded by the Corporation utilizing the Single-source procurement methodology and based on the Agreement, the Contractor agreed to the execution of works in relation to the St. Ann Municipal Corporation Ocho Rios COVID-19 Sanitation & Cleaning Project.

1.5.2 By way of correspondence dated March 18, 2020, a recommendation was made by Mr. Xavier Munroe, Deputy Chief Engineering, to Mr. Rovel Morris, Chief Executive Officer, for the solicitation of project funding from the Tourism Enhancement Fund (TEF), for the implementation of the

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sanitation and cleaning projects in sections of Brown's Town, Discovery Bay, St. Ann's Bay and Ocho Rios, was made by Mr. Xavier Munroe, Deputy Chief Engineering Officer, to Mr. Rovel Morris, Chief Executive Officer, St. Ann Municipal Corporation, through Mr. Everton Ricketts, Chief Engineering Officer, at the said Corporation.

1.5.3 On March 24, 2020, Ms. Jiselle Taylor, Senior Project Administrator, Tourism Enhancement Fund (TEF), wrote to the St. Ann Municipal Corporation and advised that a total of \$46,851,105.00, was *"approved for the application submitted for the COVID-19 Sanitation & Cleaning of Ocho Rios, St. Ann's Bay, Brown's Town and Discovery Bay..."*<sup>1</sup>

1.5.4 The Memorandum of Understanding (MoU) between Tourism Enhancement Fund (TEF) and the St. Ann Municipal Corporation was dated March 27, 2020, and addressed to Mr. Rovel Morris, by Dr. Carey Wallace, Executive Officer, TEF. The referenced MoU states, *inter alia*, that *"The Project Manager accepts responsibility for completing the project at acceptable levels of quality, and within approved budget."*

1.5.5 On April 30, 2020, Ms. Shanara Johnson, Accounting Clerk, Tourism Enhancement Fund (TEF), wrote to the St. Ann Municipal Corporation and advised that a total of \$46,629,346.88, was transferred on April 24, 2020, to the Corporation's account.

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<sup>1</sup> Email dated March 24, 2020, to the St. Ann Municipal Corporation, from Ms. Jiselle Taylor, Senior Project Administrator, Tourism Enhancement Fund (TEF)

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- 1.5.6 The implementation of the St. Ann Municipal Corporation Ocho Rios COVID-19 Sanitation & Cleaning was supervised by Mr. Xavier Munroe.
- 1.5.7 The payment voucher for the compensation of the Contractor, Rahim's Cleaning and Trucking Limited, was signed by Mr. Xavier Munroe, indicating that the voucher was prepared by him.
- 1.5.8 Mr. Everton Ricketts, Chief Engineering Officer, St. Ann Municipal Corporation, advised the DI in a witness statement dated January 27, 2021, that the St. Ann Municipal Corporation Roads & Works project estimate, for the Ocho Rios Covid-19 Project, was prepared by Mr. Xavier Munroe, in the amount of \$46,851,105.30.
- 1.5.9 Based on the St. Ann Municipal Corporation Finance Committee Meeting minutes of May 21, 2020, approval was granted for the implementation of the Corporation's Ocho Rios COVID-19 Project, approximately two (2) months after the contract was signed for the implementation of the project.
- 1.5.10 Mr. Rovel Morris, Chief Executive Officer, St. Ann Municipal Corporation, advised the DI, in a witness statement dated February 16, 2021, that the Corporation's Ocho Rios Covid-19 Sanitation & Cleaning Project was ratified by the Finance Committee, on May 21, 2020.

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1.5.11 Mr. Rahim Walker, Director, Rahim's Cleaning & Trucking Limited, advised the DI on August 25, 2020, that he had submitted a bid to the St. Ann Municipal Corporation, for the Ocho Rios Covid-19 Project.

1.5.12 Mr. Rahim Walker submitted a bid to the DI, on August 28, 2020, which was captioned "*Proposed Estimate for Cleaning and sanitization to Ocho Rios, St. Ann*" in the amount two (2) grand totals, namely, \$46,851,105.30 and \$92,410,604.58.

1.5.13 The DI is in possession of four (4) witness statements, in which officers at the St. Ann Municipal Corporation indicated that they have never seen a bid from the Contractor, Rahim's Cleaning & Trucking Limited, in relation to the project.

1.5.14 The DI is in possession of an invoice dated April 15, 2020, in the amount of \$46,059,638.91, from Rahim's Cleaning & Trucking Limited, which Ms. Ingrid Palmer, Director of Finance/Chief Financial Officer, St. Ann Municipal Corporation, said appeared to be a copy of the invoice submitted by the Contractor. Mr. Rahim Walker also advised the DI that the referenced invoice was submitted to the St. Ann Municipal Corporation, in relation to the Ocho Rios Covid-19 Sanitation & Cleaning Project.

1.5.15 The St. Ann Municipal Corporation Roads and Works Estimate that was developed for the Corporation's Ocho Rios Covid-19 Sanitation & Cleaning Project, included the supply of three (3) weeks of approved

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sanitizers/disinfecting solution that were to be supplied to Municipal Police personnel along Main Street Ocho Rios.

1.5.16 The DI is in possession of seventeen (17) witness statements, which provided information and made representations that the Contractor, Rahim's Cleaning & Trucking Limited, failed to supply the St. Ann Municipal Corporation Municipal Police officers with three (3) weeks supply of approved sanitizers, in keeping with the project deliverable. The referenced sanitizers were included on the Bill of Quantities and the invoice at a cost of \$1,478,396.16.

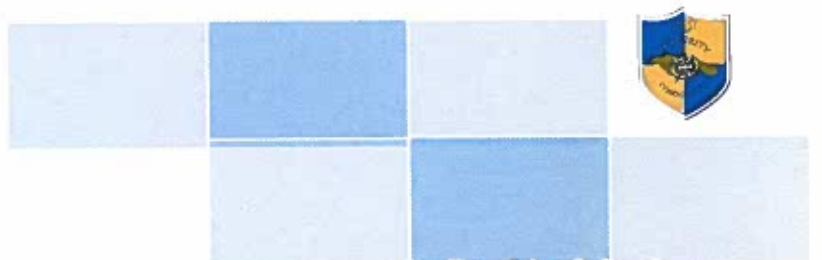
1.5.17 The St. Ann Municipal Corporation Roads and Works Estimate that was developed for the Corporation's Ocho Rios Covid-19 Sanitation & Cleaning Project, included the supply of knowledge based material (brochures, posters, etc.) that were to be distributed by Municipal Personnel in heavily trafficked areas in the town of Ocho Rios.

1.5.18 The DI is in possession of seventeen (17) witness statements, which provided information, and made representations that the Contractor, Rahim's Cleaning & Trucking Limited failed to provide the brochures and posters in keeping with the project deliverable. The referenced knowledge based material was included on the invoice at a cost of \$650,000.00.

1.5.19 Mr. Xavier Munroe and Mr. Rahim Walker were both summoned to appear before the DI, and during the course of a judicial hearing, they indicated

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that the sanitizers and brochures/posters were provided to the Municipal Police personnel.

1.5.20 The Island Village location was listed twice on the St. Ann Municipal Corporation Roads & Works project estimate document, with an estimated sum of \$7,506,566.25.

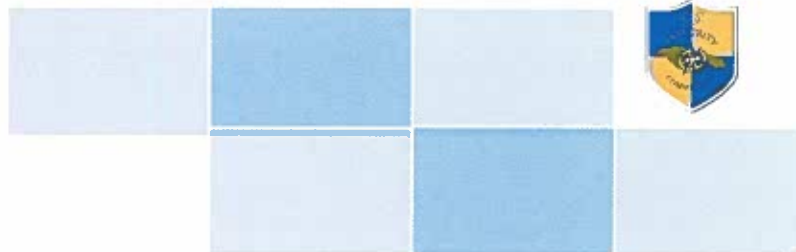
1.5.21 The Island Village location was also listed twice on the invoice that was submitted to the St. Ann Municipal Corporation, by the Contractor, Rahim's Cleaning & Trucking Limited, in the amount of \$7,506,566.25. Mr. Rahim Walker advised the DI that the said location was listed twice on the invoice, as a result of the number of times that the property was sanitized and cleaned.

1.5.22 Mr. Rovel Morris, Chief Executive Officer/Head of Entity, St. Ann Municipal Corporation gave no prior approval for the engagement of Rahim's Cleaning & Trucking Limited, as required by Section 25(2) of the Public Procurement Act, for the engagement of a Contractor via the Single-source procurement methodology.

1.5.23 Mr. Rahim Walker, Director, Rahim's Cleaning and Trucking Limited, appeared before the DI on June 22, 2020, and stated, *inter alia*, that the engagement of the company was initiated by a telephone call that he had received from the St. Ann Municipal Corporation. However, Mr. Rahim Walker was unable to recall the name and title of the person from the Corporation, with whom he spoke.

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1.5.24 Mr. Xavier Munroe appeared before the DI, on June 22, 2020, and denied contacting the Contractor, Rahim's Cleaning & Trucking Limited. In point of fact, during the hearing, Mr. Munroe advised the DI that the Contractor was randomly selected.

1.5.25 The statement provided by Mr. Munroe, in the foregoing regard, was inconsistent with the statement provided by Mr. Rohan Elliott, (employee of Rahim's Cleaning & Trucking Limited) who received the initial telephone call concerning the selection of Rahim's Cleaning & Trucking Limited and indicated that it was Mr. Munroe who had placed the call to the entity.

1.5.26 Mr. Xavier Munroe advised the DI that the recommendation for the selection of the Contractor was made by him after perusing the National Contracts Commission (NCC) listing.

1.5.27 In relation to the allegation that the Contractor, Rahim's Cleaning & Trucking Limited, was recommended to the St. Ann Municipal Corporation, by Ms. Tracy Fakhourie<sup>2</sup>, for the award of the referenced contract, Ms. Tracy Fakhourie appeared before the DI and, during the course of a judicial hearing, denied making a recommendation to the St. Ann Municipal Corporation, for the engagement of Rahim's Cleaning & Trucking Limited for the project. In point of fact, Mrs. Fakhourie indicated

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<sup>2</sup> Ms. Tracy Fakhourie, Operations Manager, NEPM Waste Management Limited.  
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that she provide a general recommendation, to the Contractor, regarding his past performance.

1.5.28 Mr. Rahim Walker advised the DI that he did not receive any written communication from the St. Ann Municipal Corporation in relation to the selection of Rahim's Cleaning & Trucking Limited, for the award implementation of the contract.

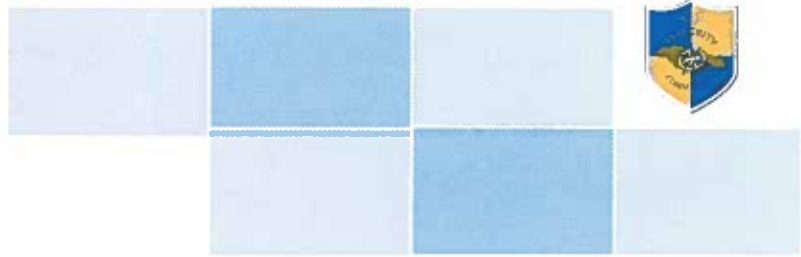
1.5.29 Notwithstanding the fact that Mr. Walker advised the DI that he was present at all the locations that were sanitized and cleaned, Mr. Walker was unable to provide specific and substantive details in relation to the execution of works during the implementation of the contract. In particular, Mr. Walker was unable to provide specific details on (a) the exact location of certain premises listed on the invoice; and (b) the specific nature of the sanitization and cleaning works that were completed.

1.5.30 Mr. Rahim Walker advised the DI that the chemicals that were used to clean and sanitize the respective locations were purchased by his grandmother, who did not provide him with a receipt. He was also unaware of the entity from which the chemicals were sourced.

1.5.31 Mr. Rahim Walker and Mr. Damion Shirley are directors of the company, Rahim's Cleaning & Trucking Limited. The company was incorporated on August 10, 2017, with a registered address of Smith Street, Cross Roads, St. Andrew.

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1.5.32 Rahim's Cleaning & Trucking Limited was paid by the St. Ann Municipal Corporation, via RTSS Transfer on June 23, 2020, the amount of \$45,138,446.13, in keeping with the terms of the contract.

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## Chapter 2 – Background

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2.1 This chapter outlines the background information concerning the investigation.

### Initiation of Investigation

2.1.1 On June 12, 2020, the Director of Investigation (DI) initiated an Investigation into the circumstances which led to the award and implementation of a contract, in the amount of \$46,851,105.30, to Rahim's Cleaning & Trucking Limited, by the St. Ann Municipal Corporation. The contract was awarded to the referenced company, for the execution of sanitation & cleaning works, the provision of sanitizers and brochures/posters in relation to the Corporation's Ocho Rios Covid-19 Sanitation & Cleaning Project.

2.1.2 The impetus for the DI's decision to investigate the referenced matter emanated from the receipt of certain allegations, on June 4, 2020, which were communicated to the Director of Information & Complaints, and subsequently referred to the attention of the DI, pursuant to Section 38(1)(c) of the Integrity Commission Act. In the instant regard, the following allegations were proffered, by way of a Gleaner article dated June 4, 2020, entitled "MORE SCRUTINY ON COVID CLEAN-UP":

- a) That a "\$46-million contract awarded to Rahim Cleaning and Trucking Limited to carry out cleaning and sanitising works at eight locations in Ocho Rios, St. Ann";

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- b) The assertion that *“during a meeting of the Committee [The Public Administration and Appropriations Committee (PAAC)] at Gordon House when it was revealed that it cost more than \$9 million to sanitise and clean handrails, gates, doors, gate handles, and door handles at the Ocho Rios Pier”*;
- c) That the funding for the implementation of the referenced project was based on a request, which was made by the St. Ann Municipal Corporation, to the Tourism Enhancement Fund (TEF), for the sanitization and cleaning of selected locations in Ocho Rios, in the wake of COVID-19;
- d) That *“Sanitization work was done at the Urban Development Corporation’s Island Village complex, Main Street in Ocho Rios, Turtle River Park, Ocean Village, Ocho Rios Market, and Fisherman Village”*;
- e) The assertion that the sanitation activities that were executed at the Island Village complex included the sanitization of handrails, gates handles, doors handles, rail guards and seating, in the amount of \$7.5 million;
- f) That Dr. Wykeham McNeill, Chairman, Public Administration and Appropriations Committee, alleged that the works executed in Ocho Rios *“appear quite inflated”*;

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g) *The assertion that “The Ocho Rios project was implemented under emergency contract, which facilitates direct contracting as set out by the Public Sector Procurement Handbook”;*

h) *The allegation that the letter which verified “the competency of Rahim’s Cleaning and Trucking Limited came from Tracy Fakhourie, regional operations manager of NEPM Waste Management Limited”;*  
and

i) *The assertion that “The agreement between the St. Ann Municipal Corporation and the contracting firm was signed on March 26, 2020. However, the letter of recommendation from Fakhourie was dated May 20, 2020, almost two months after the contract was signed.”*

2.1.3 During the investigation, the DI also received a further allegation, indicating that the Contractor failed to fully perform its obligations pursuant to the contract, for which claims were made and the company compensated. In particular, the Complainant indicated that the Contractor failed to supply the approved sanitizers and brochures to the St. Ann Municipal Corporation.

2.1.4 The aforementioned allegations raised several concerns for the DI, particularly, in light of the requirements of the Public Procurement Act (2015), GOJ Public Sector Procurement Handbook (2014), the Public

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Bodies Management and Accountability Act (2001), the Forgery Act (1942) and the Integrity Commission Act (2017).

- 2.1.5 Section 6(1)(a) and 33(1)(b)(i) of the Integrity Commission Act states, *inter alia*, that the Integrity Commission is mandated to “investigate alleged or suspected acts of corruption and instances of non-compliance with the provisions of this Act.” The directive that GoJ contracts should be awarded “...impartially, on merit... and in circumstances which do not involve impropriety... or other irregularity”.

#### Jurisdiction

- 2.1.6 The investigation commenced under Sections 33(1) of the Integrity Commission, which stipulates the following:

“The Director of Investigation shall –

- (a) *Without prejudice to the provisions of any other enactment and subject to any general or specific direction of the Commission, investigate, in the manner specified by or under this Act, any allegation that involves or may involve an act of corruption or any allegation relating to non-compliance with the provisions of this Act, on the basis of any complaint, information or notification referred to him by the decision of the Commission or by the Director of Information and complaints.”*

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2.1.7 Section 52 of the Integrity Commission Act further provides that the DI, subject to the specific or general direction of the Commission, may in relation to government contracts and prescribed licences, investigate any or all of the following matters:

- a. The registration of contractors;
- b. Tender procedures relating to government contracts awarded by Public Bodies;
- c. The award or termination of any government contract;
- d. The implementation of the terms of any government contract; and
- e. The circumstances of the grant, issue, use, suspension or revocation of any prescribed license.

2.1.8 In addition, Section 2 of the Integrity Commission Act provides the following interpretation of a public body:

*"Public body means –*

- (a) a Ministry, department or agency of Government;*
- (b) a Municipality or Municipal Corporation;*
- (c) a statutory body or authority;*
- (d) an entity the governing body of which is appointed by a Minister;*
- (e) a company registered under the Companies Act, being a company in which the Government or an agency of Government, holds at least fifty percent of the voting shares of the company."*

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2.1.9 Having regard to the foregoing provisions of the ICA, the DI possesses the jurisdiction to investigate the contract which was awarded by the St. Ann Municipal Corporation, to Rahim's Cleaning and Trucking Limited, in relation to the Ocho Rios COVID-19 Sanitation and Cleaning Project.

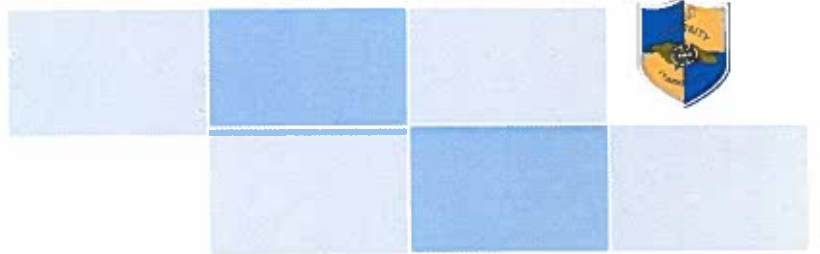
#### The Investigation

2.1.10 During the investigation, the DI:

- a) Initiated and executed an unannounced visit to the St. Ann Municipal Corporation, on June 12, 2020. During the visit, the DI sequestered documents and electronic devices that were considered pertinent to the investigation;
- b) Dispatched requisitions to public officers who were deemed pertinent to the investigation;
- c) Reviewed documents and conducted forensic analysis of data and information stored on the devices that were sequestered from the Corporation;
- d) Conducted several visits and inspection of locations listed on the Bill of Quantities that were purportedly cleaned and sanitized by the Contractor;
- e) Convened judicial hearings during the period June 22, 2020 through to September 7, 2020; at which eleven (11) persons were examined under oath; and

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f) Collected thirty-one (31) witness statements from individuals who were considered germane to the investigation.

2.1.11 In relation to the statements that were collected, the DI utilized an alpha-numeric notation (AB1-32), to represent the individuals from whom statements were collected as a means of protecting their respective identity (ies), in the publication of this report.

2.1.12 A detailed review and cross-referencing of the statements and supporting documentation were also conducted in order to inform the DI's conclusions.

2.1.13 In addition, a comprehensive review of certain applicable sections of the GoJ Handbook of Public Sector Procurement Procedures (2014), the Public Procurement Act (2015), the Integrity Commission Act (2017), the Financial Administration and Audit Act (2001), the Perjury Act (1942), the Forgery Act (2014) and the Public Bodies Management & Accountability Act (2001), was undertaken in order to access the evidential materials ascertained by the DI and to determine the nature of the recommendations, which are made herein.

#### Individuals Pertinent to the Investigation

2.1.14 The following persons were considered pertinent to the investigation:

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- a) Mr. Michael Belnavis, former Mayor, St. Ann Municipal Corporation;
- b) Mr. Everton Ricketts, Chief Engineering Officer, St. Ann Municipal Corporation;
- c) Mr. Xavier Munroe, Deputy Chief Engineering Officer, St. Ann Municipal Corporation;
- d) Dr. Carey Wallace, Executive Director, Tourism Enhancement Fund;
- e) Mr. Rahim Walker, Director, Rahim's Cleaning & Trucking Limited;
- f) Mr. Damion Shirley, Director, Rahim's Cleaning & Trucking Limited;  
and
- g) Mr. Mark Williams, former Company Secretary, Rahim's Cleaning & Trucking Limited.

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## Chapter 3 – Terms of Reference

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- 3.1 This chapter sets out the scope of the investigation and the issues that were explored.
- 3.1.2 The primary objectives of the Director of Investigation (DI) were to ascertain the following:
- (a) The circumstances which led to the request made by the St. Ann Municipal Corporation, to the Tourism Enhancement Fund (TEF), for the provision of project funding to finance the Corporation's Ocho Rios COVID-19 Sanitation & Cleaning Project;
  - (b) The circumstances which led to the award of a contract, in the amount of \$46,851,105.30, to Rahim's Cleaning & Trucking Limited;
  - (c) The rationale for the selection of the locations, that were purportedly sanitized and cleaned under the referenced project;
  - (d) The process and procurement methodology, *if any*, that was utilized by the St. Ann Municipal Corporation, in the engagement of the Contractor;
  - (e) Whether the project deliverables were provided in keeping with the contractual obligations of the contractor;

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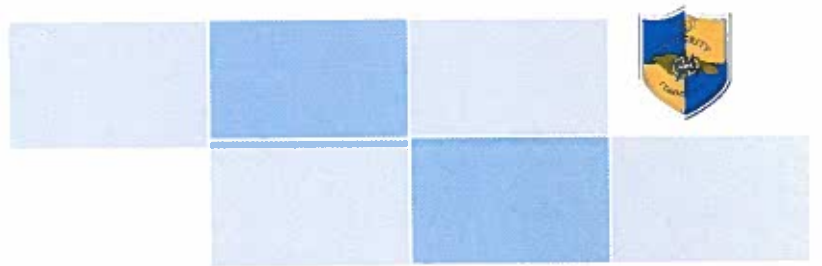




- (f) Whether value for money was attained in relation to the award and implementation of the contract;
- (g) Whether there was, *prima facie*, evidence of any impropriety and/or irregularities on the part of any officer(s)/official(s) at the St. Ann Municipal Corporation or the Tourism Enhancement Fund (TEF), integral to the conceptualization and implementation of the project;
- (h) Whether there was, *prima facie*, evidence of an act(s) of corruption or fraud on the part of any officer(s)/official(s) at the St. Ann Municipal Corporation, the Tourism Enhancement Fund (TEF) or by the Contractor;
- (i) Whether there was, *prima facie*, evidence of any impropriety, irregularities or acts of corruption on the part of the Contractor, Rahim's Cleaning & Trucking Limited;
- (j) The verification process, if any, that was utilized by the St. Ann Municipal Corporation, to determine whether the contract for the Ocho Rios Covid-19 Project was successfully implemented;
- (k) Whether the circumstances, which led to the selection, award and implementation of the contract were in accordance with the Government of Jamaica (GoJ) Public Sector Procurement Procedures (2014), the Public Procurement Act (2015), the Integrity Commission Act (2017), the Public Bodies Management & Accountability Act (2001), the Forgery Act (1942) and/or any other applicable legislation;

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- (m) To determine whether recommendation(s) should be made to Director of Corruption Prosecution or the St. Ann Municipal Corporation; and
- (n) To determine whether recommendation(s) should be made for the implementation of anti-corruption initiatives.

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## Chapter 4 – Discussion of Findings, Evidence and the Law

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4.0 This chapter sets out the discussion of the findings and the relevant legislation in respect to the investigation.

### **Conceptualization and Funding Request for the St. Ann Municipal Corporation Ocho Rios Covid-19 Sanitation & Cleaning Project**

4.1 In relation to the conceptualization of the St. Ann Municipal Corporation Ocho Rios COVID-19 Sanitation and Cleaning Project, the DI is in possession of a memorandum dated March 18, 2020, which provides details regarding the rationale for the conceptualization of the referenced Project. The said document was written under the signature of Mr. Xavier Munroe, Deputy Chief Engineering Officer, St. Ann Municipal Corporation, and addressed to Mr. Rovel Morris, Chief Executive Officer, of the said Corporation, through Mr. Everton Ricketts, Chief Engineering Officer.

4.1.1 Based on the details of the referenced Memorandum, Mr. Xavier Munroe advised Mr. Rovel Morris, *inter alia*, that they had “...identified some hotspots in the town of Ocho Rios, St. Ann Bay etc. that require detailed cleaning and sanitization ... with approved chemicals [and] fumigation of areas with sodium hypochloride – a known killer for bacteria, and general disinfection of selected areas.”<sup>3</sup>

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<sup>3</sup> Memorandum dated March 18, 2020, from Mr. Xavier Munroe, Deputy Chief Engineering Officer, St. Ann Municipal Corporation, addressed to Mr. Rovel Morris, Chief Executive Officer, St. Ann Municipal Corporation.

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4.1.2 Mr. Xavier Munroe, by way of the referenced Memorandum also asked Mr. Rovel Morris to request funding assistance from the Tourism Enhancement Fund (TEF), to finance the implementation of the Covid-19 Project.<sup>4</sup>

4.1.3 Attached to the referenced Memorandum, were Bills of Quantities and other project documents, which outlined the respective estimates for the then, proposed cleaning and sanitation of selected locations in St. Ann's Bay, Brown's Town, Discovery Bay and Ocho Rios. The total estimate for the Ocho Rios project was \$46,851,105.30<sup>5</sup> and for the St. Ann's Bay, Brown's Town, Discovery Bay locations, the total estimate was \$30,418,735.78, with the result that the grand total was in the amount of \$77,269,841.08.<sup>6</sup>

4.1.4 The DI observed that the referenced Bills of Quantities for the four (4) named locations in St. Ann were prepared by Mr. Xavier Munroe, in his capacity as Deputy Chief Engineering Officer, at the St. Ann Municipal Corporation.

4.1.5 Also important to note is that Mr. Xavier Munroe appeared before the DI, on June 22, 2020, and confirmed that the recommendation to request project funding for the named locations, was made by him, through his

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<sup>4</sup> Ibid.

<sup>5</sup> See appendix (1) of the St. Ann Municipal Corporation Roads and Works Estimate for the Ocho Rios Covid-19 Sanitation & Cleaning Project.

<sup>6</sup> Memorandum, dated March 18, 2020, from Mr. Everton Ricketts, Chief Engineering Officer, St. Ann Municipal Corporation, addressed to Mr. Rovel Morris, Chief Executive Officer, St. Ann Municipal Corporation.

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supervisor, Mr. Everton Ricketts, to Mr. Rovel Morris, Chief Executive Officer, St. Ann Municipal Corporation.<sup>7</sup>

4.1.6 Subsequent to the receipt of the referenced, March 18, 2020 Memorandum, Mr. Rovel Morris, Chief Executive Officer, St. Ann Municipal Corporation, on even date, wrote to Dr. Carey Wallace, Executive Director, Tourism Enhancement Fund (TEF), and directed to his attention, the proposed estimates that were submitted by Mr. Xavier Munroe.<sup>8</sup>

4.1.7 Having regard to the fact that the contract was implemented in the town Ocho Rios, the DI also sought to determine, during the course of a judicial hearing, whether the then Mayor of St. Ann, Mr. Michael Belnavis, had played a role in the conceptualization of the sanitation project. In this regard, Mr. Belnavis advised the DI that he played no role in the conceptualization and implementation of the project.<sup>9</sup>

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<sup>7</sup> Extract of Transcript of Judicial Hearing held on June 22, 2020, with Mr. Xavier Munroe, pg. 103.

<sup>8</sup> Letter dated March 18, 2020, from Mr. Rovel Morris, Chief Executive Officer, St. Ann Municipal Corporation, and addressed to Dr. Carey Wallace, Executive Director, Tourism Enhancement Fund.

<sup>9</sup> Extract of Transcript of Judicial Hearing held on June 26, 2020, with Mr. Michael Belnavis, then Mayor, St. Ann, pg. 86

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## **Approval of Funding Request by the Tourism Enhancement Fund (TEF) for the St. Ann Municipal Corporation COVID-19 Ocho Rios Sanitation Project**

4.2 The DI is in possession of an electronic mail, dated March 24, 2020, which was written by Ms. Jiselle Taylor, Senior Project Administrator, TEF, advising that TEF had approved funding in the amount of \$46,851,105.30, for the St. Ann Municipal Corporation Covid-19 Sanitation & Cleaning Project, in Ocho Rios, St. Ann's Bay, Brown's Town and Discovery Bay. Ms. Jiselle Taylor also advised that a Memorandum of Understanding (MoU) would be subsequently directed to the Corporation in short order.<sup>10</sup>

4.2.1 Subsequent to the referenced electronic mail regarding the notification of project approval, the DI perused a Memorandum of Understanding (MoU) dated March 27, 2020, which was submitted by Dr. Carey Wallace, Executive Director, Tourism Enhancement Fund (TEF), in his response to the DI dated July 21, 2020. The MoU was addressed to Mr. Rovel Morris, and advised, *inter alia*, that TEF had approved the partnership for the St. Ann Municipal Corporation Ocho Rios Covid-19 Sanitation and Cleaning Project.<sup>11</sup>

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<sup>10</sup> Electronic mail dated March 24, 2020, from Ms. Jiselle Taylor, Senior Project Administrator, Tourism Enhancement Fund, for the attention of Mr. Rovel Morris.

<sup>11</sup> Memorandum dated March 27, 2020, from Dr. Carey Wallace, Executive Director, Tourism Enhancement Fund (TEF), addressed to Mr. Rovel Morris, Chief Executive Officer, St. Ann Municipal Corporation.

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### **Project Approval by the St. Ann Municipal Corporation Procurement Committee and Finance Committee**

4.3 Based on the St. Ann Municipal Corporation Procurement Committee Meeting minutes of March 26, 2020, approval was granted for the implementation of the Corporation's Ocho Rios COVID-19 Project.<sup>12</sup> The confirmation of the said approval was also provided by the then Chairman of the St. Ann Municipal Corporation, on January 27, 2021.

4.3.1 In relation to the approval that was provided by the referenced Procurement Committee, the DI considers it necessary to note Section 22(a) of the Public Procurement Act (2015):

(a) *"review and make recommendations to the head of the procuring entity with respect to the award of procurement contracts that the head of the procuring entity requires the procurement committee to review."*<sup>13</sup>

4.3.2 Based on the St. Ann Municipal Corporation Finance Committee Meeting minutes of May 21, 2020, approval was granted for the implementation of the Corporation's Ocho Rios COVID-19 Project, approximately two (2) months after the contract was signed for the implementation of the project.

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<sup>12</sup> St. Ann Municipal Corporation Minutes of a Procurement Committee Meeting held on March 26, 2020

<sup>13</sup> Section 22(a) of the Public Procurement Act (2015)

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1.5.33 Mr. Rovel Morris, Chief Executive Officer, St. Ann Municipal Corporation, also confirmed in a witness statement dated February 16, 2021, that the Corporation's Ocho Rios Covid-19 Sanitation & Cleaning Project was ratified by the Finance Committee, on May 21, 2020.

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**The Selection and Award of Contract to Rahim's Cleaning & Trucking Limited, for the Execution of Works in Relation to the St. Ann Municipal Corporation COVID-19 Ocho Rios Sanitation and Cleaning Project**

4.4 Mr. Rahim Walker and Mr. Damion Shirley are the directors of the company, Rahim's Cleaning & Trucking Limited. The company was incorporated on August 10, 2017, with its registered address at Smith Street, Cross Roads, St. Andrew.

4.4.1 In relation to the engagement of the Contractor, Mr. Rahim Walker, Director, Rahim's Cleaning and Trucking Limited, appeared before the DI, on June 22, 2020, and stated, *inter alia*, that the engagement of the company was initiated by a telephone call that he had received from the St. Ann Municipal Corporation.<sup>14</sup>

4.4.2 Specifically, Mr. Walker advised the DI that he "... got a call from the St. Ann Municipal Corporation, not me the company. I received a phone call, my assistant she is not here, but she is not full time I just take her on part time to answer call and direct it to me. I received a phone call from the St. Ann Municipal Corporation regarding, to do some works. I talk and then ask how do you know about my company? The reply was my company is registered from the NCC and they were going through the listing and see my company. So they told me that they want to offer the services of my company. I said okay and that is it."<sup>15</sup>

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<sup>14</sup> Extract of transcript of Judicial Hearing held on June 22, 2020, involving Mr. Rahim Walker, pgs. 38-39.

<sup>15</sup> *Ibid.*, pg. 38-39.

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- 4.4.3 As it relates to the identity of the person at the St. Ann Municipal Corporation, from whom Mr. Rahim Walker had received the telephone call soliciting the services of Rahim's Trucking & Cleaning Limited, Mr. Walker advised the DI that he was unaware of the name of the person.<sup>16</sup>
- 4.4.4 Contrary to Mr. Walker's statement of June 22, 2020, he again appeared before the DI on August 25, 2020, and advised that the call was received by Mr. Rohan Elliott, employee of Rahim's Trucking & Cleaning Limited.<sup>17</sup>
- 4.4.5 In relation to the telephone call that was made to Rahim's Trucking & Cleaning Limited, Mr. Rohan Elliott appeared before the DI, on September 7, 2020, and advised that he had received a telephone call from "Mr. Munroe", who requested to speak to the owner of the referenced company.<sup>18</sup>
- 4.4.6 At this juncture, the DI considers it prudent to note that Mr. Xavier Munroe, during his appearance before the DI, on June 22, 2020, in judicial hearing, advised that he was unaware of how contact was made to the Contractor.<sup>19</sup>
- 4.4.7 Mr. Rahim Walker was also asked by the DI, whether Mr. Xavier Munroe, was the St. Ann Municipal Corporation officer who presented the contract

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<sup>16</sup> Ibid, pg. 39.

<sup>17</sup> Extract of transcript of Judicial Hearing held on August 25, 2020, with Mr. Rahim Walker, pg. 18.

<sup>18</sup> Extract of transcript of Judicial Hearing held on September 7, 2020, with Mr. Rohan Elliott, pg. 23.

<sup>19</sup> Ibid, pg. 132

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to him for signing, to which he advised the DI that he does not know Mr. Munroe<sup>20</sup> but he had a telephone conversation with him.<sup>21</sup>

4.4.8 Mr. Xavier Munroe, when asked about the procedure that was used to select Rahim's Cleaning & Trucking Limited, advised that the Contractor was randomly selected based on the 'NCC contractor listing'. Mr. Munroe also stated that the recommendation for the engagement of the Contractor was made by him to the procurement committee.<sup>22</sup>

4.4.9 As it relates to the selection of the Contractor, Mr. Rovel Morris, Chief Executive Officer, St. Ann Municipal Corporation advised the DI, *inter alia*, that it was the responsibility of the "Engineering Department" to communicate with the Contractor.<sup>23</sup>

4.4.10 Further, Mr. Rahim Walker was asked by the DI whether he had received communication in writing from the St. Ann Municipal Corporation regarding the engagement of his company. Mr. Walker responded in the negative and indicated that the tender was an emergency.<sup>24</sup>

4.4.11 The contract between the St. Ann Municipal Corporation and Rahim's Cleaning & Trucking Limited, dated March 26, 2020, in the amount of \$46,851,105.30, was signed by both parties. Based on the Agreement, the Contractor agreed to the execution of works in relation to the St. Ann

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<sup>20</sup> Extract of transcript of Judicial Hearing held on August 25, 2020, with Mr. Rahim Walker, pg. 10.

<sup>21</sup> Ibid. pg. 23

<sup>22</sup> Ibid. pgs. 133-135

<sup>23</sup> Extract of transcript of Judicial Hearing held on June 23, 2020, with Mr. Rovel Morris, pg. 17

<sup>24</sup> Ibid. 39

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Municipal Corporation COVID-19 Sanitation & Cleaning, Ocho Rios, St. Ann Project.<sup>25</sup>

4.4.12 Having regard to the allegation that the recommendation for the engagement of the Contractor was made to St. Ann Municipal Corporation, by Mrs. Tracy Fakhourie,<sup>26</sup> Mrs. Fakhourie was summoned to appear before the DI on June 23, 2020, and during her appearance, she advised the DI that “[She] *tendered no recommendation for anyone to the St. Ann Municipal Corporation.*”<sup>27</sup>

4.4.13 Mrs. Fakhourie further advised the DI that Mr. Rahim Walker, by way of letter dated May 15, 2020, requested from her, a performance reference in relation to his past performances.

4.4.14 The DI considers it prudent to note that Ms. Tracy Fakhourie admitted to providing Mr. Rahim Walker with a general recommendation, which was dated May 20, 2020, approximately two (2) months after the subject contract was signed by the St. Ann Municipal Corporation and the Contractor.

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<sup>25</sup> See appendix (2) of a copy of the Contract Agreement between the St. Ann Municipal Corporation and Rahim's Cleaning & Trucking Limited dated March 26, 2020.

<sup>26</sup> Ms. Tracy Fakhourie, Regional Operations Manager, NEPM Waste Management Limited.

<sup>27</sup> Extract of Transcript of Judicial Hearing held on June 23, 2020, with Ms. Tracy Fakhourie, pg. 81

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## **The Procurement Methodology Utilised by the St. Ann Municipal for the Engagement of Rahim's Cleaning and Trucking Limited**

4.5 Based on the St. Ann Municipal Corporation Minutes of a Procurement Committee Meeting held on March 26, 2020, the Procurement Committee gave its approval for the subject contract to be awarded under emergency circumstances, in the amount of \$46,851,105.30, to Rahim's Cleaning and Trucking Limited. The referenced Meeting was chaired by Ms. Lecia Mignott, Chairperson, Procurement Committee.

4.5.1 The DI observed that Mr. Xavier Munroe, Deputy Chief Engineering Officer, was present at the Procurement Committee Meeting held on March 26, 2020.

4.5.2 Mr. Rovel Morris also advised the DI that the Contractor, Rahim's Cleaning & Trucking Limited, was engaged via the utilization of the "Direct... Contracting" procurement methodology.<sup>28</sup>

4.5.3 Based on the Government of Jamaica Handbook of Public Sector Procurement Procedures (2014), emergency contracting is permitted, *inter alia*, in any of the following circumstances:

...

c) *"For the procurement of goods, services or works in any circumstance in which the national interest and/or national security*

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<sup>28</sup> Extract of Transcript of Judicial Hearing held on June 23, 2020, with Mr. Rovel Morris, pg. 17  
INTEGRITY COMMISSION



considerations demand that the procurement be undertaken immediately..."<sup>29</sup>

4.5.4 The referenced Handbook<sup>30</sup> also noted, *inter alia*, the following with respect to the administration of emergency contracting:

*"The need for such procurement must be sudden, unexpected and pressing necessity or exigency. Where an emergency situation exists as defined above, the Procuring Entity may engage a contractor by means of Direct Contracting. Contractors must be registered with the National Contract's Commission and possess a valid Tax compliance Certificate prior to the award..."*

*The Head of the Procuring Entity shall give approval for the issuing of emergency contracts up to a maximum value of J\$100 million. **This approval shall be in writing and shall form part of the procurement record to be kept by the Entity**... Procuring entities shall ensure that the value for money objective is met before awarding emergency contracts.*

...

*Emergency contracts above **J\$5M** shall be reported to the National Contracts' Commission within the month in which the award was made, along with full justification for the procurement".<sup>31</sup>*

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<sup>29</sup> Government of Jamaica Handbook of Public Sector Procurement Procedures Volume 2 of 4 Procedures for the Procurement of Goods, General Services & Works, Section 1.1.7, pg. 6

<sup>30</sup> Ibid. 7-8

<sup>31</sup> Government of Jamaica Handbook of Public Sector Procurement Procedures Volume 2 of 4 Procedures for the Procurement of Goods, General Services & Works, Section 1.1.7, pg. 7

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4.5.5 As mandated by the referenced Handbook, the report shall be done within the month the contract is awarded and shall include:

- “(a) a justification*
- (b) a statement as to why the contractor was selected; and*
- (c) the value of contract awarded.”<sup>32</sup>*

4.5.6 In relation to the utilization of the Single-source Procurement<sup>33</sup> methodology, Section 25 (1) of the Public Procurement Act (2015) states, *inter alia*, that “A procuring entity may, in accordance with the prescribed procedures and subject to subsection (2), engage in single-source procurement only where– ... (d) the situation is one of emergency or extreme urgency and the engaging in any other method of procurement would be impractical because of the time involved in using any such other method.”<sup>34</sup>

4.5.7 Section 25(2) of the referenced Act also cautioned that “a procuring entity shall not engage in single-source procurement, **without the prior written approval of the head of the procuring entity**, if the estimated value of the procurement exceeds the procurement method threshold.”<sup>35</sup> Also, Section 25(3) of the referenced Act mandates that “Where a procuring entity engages in single-source procurement, it shall invite a proposal or

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<sup>32</sup> Ibid., 7-8

<sup>33</sup> Previously referred to as Direct Contracting Procurement Methodology

<sup>34</sup> The Public Procurement Act (2015), Section 25(1)(d)

<sup>35</sup> Ibid. Section 25(2)

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price quotation from a single supplier or approved unregistered supplier."<sup>36</sup>

4.5.8 The First Schedule of the Public Procurement Regulations (2018), outlines the respective procurement method thresholds and indicates that the value limit for the utilization of the Single-source procurement methodology is not exceeding \$1,500,000.00, for goods and services.

4.5.9 As it relates to the approval, which was required from the head of entity to engage in the Direct/Single-source Procurement methodology, Mr. Rovel Morris, Chief Executive Officer, St. Ann Municipal Corporation, advised the DI in a statement dated December 4, 2020, *inter alia*, that he did not approve the award of the contract, as it is the responsibility of the Finance Committee to provide approvals.<sup>37</sup>

4.5.10 In relation to the submission of a quotation/bid, by the supplier, which is one of the requirements detailed in Section 25 of the Public Procurement Act, Mr. Rahim Walker appeared before the DI on August 25, 2020, and advised the DI that he had submitted a bid to the St. Ann Municipal Corporation.<sup>38</sup>

4.5.11 Based on a request, which was made by the DI, Mr. Rahim Walker provided a copy of the referenced "bid", under the cover of a letter

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<sup>36</sup> Ibid. Section 25(3)

<sup>37</sup> Witness Statement dated December 4, 2020, of Mr. Rovel Morris, Chief Executive Officer, St. Ann Municipal Corporation

<sup>38</sup> Extract of Transcript of Judicial Hearing held on June 22, 2020, with Mr. Rahim Walker, pg. 23.

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dated August 28, 2020, and captioned "**Proposed Estimate for Cleaning and Sanitization to Ocho Rios, St. Ann**".

1.5.34 The referenced quotation appears to be an itemization of the description of works and rates assigned to each location that was incorporated in the Cleaning and Sanitation Project. The document also showed two (2) grand totals, namely, \$46,851,105.30 and \$92,410,604.58, respectively.

1.5.35 The DI is in possession of four (4) witness statements, in which officers at the St. Ann Municipal Corporation indicated that they have never seen a bid from the Contractor, Rahim's Cleaning & Trucking Limited, in relation to the project.

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## **Issues Relating to the Bill of Quantities and Scope of Works for the Contract**

- 4.6 The Bill of Quantities relating to the subject contract was prepared by Mr. Xavier Munroe, Deputy Chief Engineering Officer. The document outlined a total of nine (9) locations in Ocho Rios that were selected to be sanitized and cleaned at a cost of \$46,851,105.30.
- 4.6.1 The scope of works which was prepared for the contract also included the provision of three (3) weeks supply of approved sanitizers/disinfecting solution to Municipal Police personnel along Main Street, St. Ann, in the amount of \$1,478,396.16, and the provisional sum of \$650,000.00, for the supply of knowledge based material (brochures and posters), which should distributed by Municipal personnel.
- 4.6.2 The respective units of measurement indicated on the Bill of Quantities were recorded in meters (m) and meter squared (m<sup>2</sup>). The DI also observed that almost all the descriptions of works indicated on the Bill of Quantities for the respective locations were direct replications. As a point of fact, the various descriptions included, *inter alia*, the following general terms: 'Furnish all labour, small tools, approved chemical agent to clean and sanitize hand rails, gates, doors, gate handles, door handles, rail guards, seating, office structures, shops, other buildings, etc. at the locations.
- 4.6.3 Mr. Munroe, when he was asked to state the method that was used to determine the quantities outlined on the Bill of Quantities, advised the DI

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during a judicial hearing held on June 22, 2020, that he used multiple applications but could not recall the name of the applications.<sup>39</sup>

4.6.4 In relation to the calculation of the rates, Mr. Munroe also advised the DI that the rates were determined based on information that he acquired from the Internet and other sources.<sup>40</sup>

4.6.5 Mr. Everton Ricketts, Chief Engineering Officer, St. Ann Municipal Corporation, also indicated that he had sought clarification from Mr. Munroe as to how the rates were determined, but that he noted similarities between the Jamaica Institute of Quantity Surveyors (JIQS) rates and the rates arrived at, so he had no major concerns.<sup>41</sup>

4.6.6 As it relates to the measurement of the areas that were purportedly sanitized and cleaned under the contract, Mr. Rahim Walker, during his appearance before the DI on June 22, 2020, advised that he used tape measures and another equipment to *"measure the road ... different surfaces, different door handles"*.<sup>42</sup>

4.6.7 The DI also considered it prudent to determine the rationale for the selection of the respective locations, and in this regard, Mr. Xavier

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<sup>39</sup> Extract of Transcript of Judicial Hearing held on June 22, 2020, with Mr. Xavier Munroe, pg. 112.

<sup>40</sup> Ibid. pg. 112

<sup>41</sup> Ibid. pg. 149.

<sup>42</sup> Extract of Transcript of Judicial Hearing held on June 22, 2020, with Mr. Rahim Walker, pg. 55.



Munroe, during his appearance before the DI, on June 22, 2020, advised that the areas were selected based on locations that “people gather.”<sup>43</sup>

4.6.8 The DI notes that the Turtle River Park and the Ocho Rios Pier were closed to the public prior to the sanitization and cleaning of the said locations.

4.6.9 Based on information provided by the management of the Turtle River Park, the facility was closed to the public on March 17, 2020. Notwithstanding the foregoing, the referenced facility was sanitized and cleaned in the amount of \$2,100,000.00.

4.6.10 The Ocho Rios Pier, which was also closed to the public, was sanitized and cleaned in the amount of \$9,046,755.75.

4.6.11 In relation to the Island Village location, of the approximately forty (40) shops on the premises; only four (4) were opened to the public, as the others were closed as a result of the pandemic.<sup>44</sup> The referenced location was sanitized and cleaned in the amount of \$7,506,566.25.

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<sup>43</sup> Extract of Transcript of Judicial Hearing held on June 22, 2020, with Mr. Xavier Munroe, pgs. 129-130.

<sup>44</sup> Witness statement of AB23 dated July 30, 2020.

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## Details and Issues Surrounding the Implementation of the Contract by Rahim's Cleaning and Trucking Limited

4.7 As highlighted on the invoice, which was submitted to the St. Ann Municipal Corporation, by Rahim's Cleaning & Trucking Limited, to facilitate payment, the following tables provide details of the locations that were allegedly sanitized and the items provided by the Contractor:

Table (1) **Sanitization and Cleaning of the Island Village Premises (private property)**

Date visited by Investigator(s)	Observations and Statements made by witness(es)
July 30, 2020	<p>Sum charged by the Contractor: \$7,506,566.25.</p> <p><i>"The Island Village opened in 2002 and was the creation of Chris Blackwell, the Jamaican entrepreneur who is widely credited with bringing Bob Marley (and reggae music) to the wider world."</i><sup>45</sup> Witness AB23 advised that the property was sanitized and cleaned "during the end of March or the first part of April 2020" by "about four (4) men" who were dressed in white. The witness also advised that, of the approximately forty (40) shops on the premises, only four (4) were opened due to the pandemic.</p> <p>In relation to the duration for the cleaning and sanitizing of the referenced property, the witness further advised that it took approximately one (1) hour.<sup>46</sup> <b>This statement is contrary to the information provided by Mr. Rahim Walker, who advised the DI during a judicial hearing on August 25, 2020, that the cleaning and sanitizing of the referenced premises was conducted on three (3) occasions and lasted for about 3-4 hours. It was also stated by Mr. Walker that the referenced premises was also cleaned and sanitized 4-5 days after the initial cleaning exercise.</b><sup>47</sup></p> <p>Investigators from the Integrity Commission observed several handrails, seats, doors, gates and rail guards on the premises. The team also observed that only one (1) shop was opened to the public for business.</p> <p>The DI also observed that the Island Village location and works description appeared twice on the Bill of Quantities, as well as, the invoice<sup>48</sup> that was submitted to the St. Ann Municipal Corporation by Rahim's Cleaning &amp; Trucking.</p>

<sup>45</sup> [https://www.jamaicatravelandculture.com/destinations/st\\_ann/ocho\\_rios/island-village.htm#:~:text=Island%20Village%20opened%20in%202002,music\)%20to%20the%20wider%20world.](https://www.jamaicatravelandculture.com/destinations/st_ann/ocho_rios/island-village.htm#:~:text=Island%20Village%20opened%20in%202002,music)%20to%20the%20wider%20world.)

<sup>46</sup> Witness statement of AB23 dated July 30, 2020.

<sup>47</sup> Extract of Transcript of Judicial Hearing held on August 25, 2020, with Mr. Rahim Walker, pgs. 46-51.

<sup>48</sup> See appendix (3) for a copy of the invoice dated April 15, 2020, which was submitted to the St. Ann Municipal Corporation, by Mr. Rahim Walker.

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Table (2) Sanitization and Cleaning of the Ocho Rios Pier (public property)

Date visited by Investigator(s)	Observations and Statements made by witness(es)
July 24, 2020	<p>Sum charged by the Contractor: \$9,046,755.75.</p> <p>The Ocho Rios Pier is operated by the Port Authority of Jamaica.<sup>49</sup></p> <p>Witness AB19 indicated, <i>inter alia</i>, that he was advised that the following areas were cleaned and sanitized: the craft vendors stalls, Turtle River Road, the Court Yard, the parking area, the Sprung Structures or the Tent and the walk way to the Ships (Berth 1 and Berth 2.)<sup>50</sup></p> <p>The referenced areas were observed by investigators to be situated on the premises of the Ocho Rios Pier.</p> <p>Mr. Walker stated that the property was sanitized and cleaned in one working day.<sup>51</sup></p>

Table (3) Sanitation and Cleaning of Main Street Ocho Rios and the Alleged Supply of sanitizers to Municipal Police Personnel

Date visited by Investigator(s)	Observations and Statements made by witness(es)
July 23, 2020	<p>Sum charged by the Contractor: \$1,809,346.16 (Cleaning of Main Street \$330,950 and Supply of Sanitizers to Municipal Police \$1,478,396.16)</p> <p>The St. Ann Municipal Corporation and the Tourism Enhancement Fund submitted photographs to the DI, which were purportedly taken during the sanitation and cleaning of Main Street Ocho Rios, by the Contractor.</p> <p>The DI is also in possession of sixteen (16) voluntary witness statements from Municipal Police personnel who indicated that they did not receive the sanitizers.</p> <p>In relation to the provision and delivery of the sanitizers, Mr. Walker, during his appearance before the DI on August 25, 2020, was asked whether he had supplied "3 No. weeks supply of approved sanitizers/disinfecting solution to Municipal Police along Main Street Ocho Rios" and Mr. Walker responded in the affirmative.<sup>52</sup> He also advised that the sanitizers that were distributed were supplied by his grandmother.<sup>53</sup></p> <p>Further, Mr. Walker stated that he delivered approximately thirty (30) bottles<sup>54</sup> of sanitizer/chemical to the Municipal Police.<sup>55</sup> Mr. Xavier Munroe also concurred with Mr. Walker that the referenced</p>

<sup>49</sup> <https://www.bus-ex.com/article/port-authority-jamaica>

<sup>50</sup> Voluntary witness statement of AB13 provided to the Integrity Commission investigators on July 24, 2020.

<sup>51</sup> Extract of Transcript of Judicial Hearing held on August 25, 2020, with Mr. Rahim Walker, pg. 63.

<sup>52</sup> Extract of Transcript of Judicial Hearing held on August 25, 2020, with Mr. Rahim Walker, pg. 72.

<sup>53</sup> *Ibid*, pg. 76

<sup>54</sup> *Ibid*, pg. 76

<sup>55</sup> *Ibid*, pg. 77

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	items were distributed, but there was a variation and that they were not distributed in the manner specified on the Works Evaluation Report. <sup>56</sup>
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Table (4) Sanitization and Cleaning of the Turtle River Park (public property)

Date visited by Investigator(s)	Observations and Statements made by witness(es)
July 23, 2020 and August 4, 2020	<p>Sum charged by the Contractor: \$2,100,000.00</p> <p>The Turtle River Park is a public park operated by the St. Ann Development Company, which is a subsidiary of the Urban Development Corporation.</p> <p>Witness AB17 advised that Mr. Munroe called him on Saturday, March 28, 2020 and advised that the Park was on that list to be sanitized.<sup>57</sup></p> <p>Witness AB27 indicated that "I saw them spraying outside the gate, fence and sidewalk and all over the property."<sup>58</sup></p> <p>Witness AB17 indicated that the Turtle River Park was closed to the public since March 17, 2020.</p>

Table (5) Sanitization and Cleaning of Ocean Village

Date visited by Investigator(s)	Observations and Statements made by witness(es)
July 17, 2020, July 23, 2020 and August 5, 2020	<p>Sum charged by the Contractor: \$1,179,800.00</p> <p>The Ocean Village is a shopping plaza which is managed by the Ocho Rios Commercial Centre Limited, an entity of the Urban Development Corporation.</p> <p>Investigators from the Integrity Commission collected three (3) voluntary witness statements from individuals who were present at the location on March 29, 2020, the date on which the premises was allegedly sanitized and cleaned.</p> <p>Witness AB25 indicated, <i>inter alia</i>, that he was at the location "on March 29, 2020, [and] at about 1:15pm he was on the east wing at the shopping centre when [he] saw two men dressed in white coverall with spray container strapped to their backs. They were spraying the front glass of the shops. <b>The men took approximately half an hour to complete spraying the shops...</b>To my knowledge the shops were not opened that day due to COVID19 shut down but the eastern car park was being resurfaced."<sup>60</sup></p> <p>Witness AB26 also stated, <i>inter alia</i>, that on March 29, 2020, at approximately 10:32 a.m., two (2) men came to the premises and sprayed the doors of all offices on the west side of the</p>

<sup>56</sup> Extract of Transcript of Judicial Hearing held on June 30, 2020, with Mr. Xavier Munroe, pg. 58-61.

<sup>57</sup> Voluntary witness statement of AB17, provided to the Integrity Commission investigators on July 23, 2020

<sup>58</sup> Voluntary witness statement of AB27, provided to the Integrity Commission investigators on August 5, 2020

<sup>59</sup> Voluntary witness statement of AB25, provided to the Integrity Commission investigators on July 5, 2020.

<sup>60</sup> Ibid.

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	<p>plaza and the sides of the building. The witness further indicated, <i>inter alia</i>, that "The sanitation and cleaning of the west side of the plaza took about thirty (30) minutes."<sup>61</sup></p> <p>Notwithstanding the statements provided by the foregoing witnesses, Witness AB18 indicated, <i>inter alia</i>, that based on enquiries that were made, no sanitization work was carried out on March 29, 2020 and that the management of the Ocho Rios Commercial Centre Limited implemented their own COVID-19 programme, on March 6, 2020.<sup>62</sup></p>
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**Table (6) Sanitation and Cleaning of the Ocho Rios Market (public property)**

Date visited by Investigator(s)	Observations and Statements made by witness(es)
July 30, 2020	<p>Sum charged by the Contractor: \$9,954,290.00</p> <p>Witness AB01 provided, <i>inter alia</i>, stated that the Mayor, Mr. Xavier Munroe and labourers were present, as well a blue water truck and a closed back truck with equipment. He observed that sanitization and cleaning took place at various areas of the market, except the extreme back, between 2:30p.m – 6:00p.m.<sup>63</sup></p> <p>The location was also visited by investigators from the Integrity Commission on August 5, 2020.</p>

**Table (7) Sanitization and Cleaning of White River (public spaces)**

Date visited by Investigator(s)	Observations and Statements made by witness(es)
August 5, 2020	<p>Sum charged by Contractor: \$732,275.00</p> <p>Investigators from the Integrity Commission visited the White River location and observed that the facility is a public recreational area that is located along the stream of the White River.</p> <p><b>Contrary to the description detailed on the invoice which was submitted by the Contractor for works purportedly executed by him at the subject location, the investigators noted with importance, that there were no handrails, gates, doors, gate handles, door handles, rail guards and seating present.</b></p>

**Table (8) Sanitization and cleaning of Fisherman's Beach**

July 24, 2020	<p>Sum charged by the Contractor: \$2,112,880.75.</p> <p>The Fisherman's Beach is a facility owned and operated by the Port Authority of Jamaica.</p>
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<sup>61</sup> Voluntary witness statement of AB26 provided to the Integrity Commission investigators on July 5, 2020.

<sup>62</sup> Voluntary witness statements of AB18, provided to the Integrity Commission investigators on July 23 and 29, 2020.

<sup>63</sup> Voluntary witness statement of AB01 provided to the Integrity Commission investigators on July 24, 2020.

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	<p>The location was visited by investigators from the Integrity Commission on July 24, 2020. During the site visit, the investigators collected three (3) voluntary witness statements in relation to the sanitation and cleaning exercise which was purportedly undertaken at the location.</p> <p>In particular, Witness AB20 advised, <i>inter alia</i>, that the property was sanitized on March 29, 2020, by cleaners who were transported to the location by trucks. The witness further advised that the cleaners sprayed "the security post, the main gate, rails, walkways, shops, windows, the restaurants, dining areas, bench and chairs, the fishermen post at the back of the premises... They also sprayed the light bulbs, switches, desks and they went in the bathrooms and spray the floor and the pipes."<sup>64</sup></p> <p>Based on the account of the referenced witness, the cleaning and sanitizing of the property was completed in approximately thirty (30) minutes. <b>This is contrary to the representations made to the DI, by Mr. Rahim Walker, who, during a judicial hearing, which was held on August 25, 2020, stated that the property was sanitized over a 'two to three days' period.</b></p> <p>Witness AB21 indicated that "The first time [he] heard about the sanitization programme was on the TVJ Evening News. No request for sanitization was received nor was any instruction given to [him] by The Port Authority of Jamaica. [The witness further advised that he] was informed by staff, that persons employed to and acting on behalf of the Municipality carried out sanitization activities on the premises."<sup>65</sup></p>
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Table (9) Sanitation and Cleaning of Ocho Rios Town Centre

Date visited by Investigator(s)	Observations and Statements made by witness(es)
July 30, 2020	<p>Sum charged by Contractor: \$3,150,000.00, which was apportioned as follows: (1) \$2,500,000.00 for Automated Teller Machines (ATMs) and commercial shops and \$650,000.00 for the supply of knowledge-based material brochures, posters, etc.</p> <p>Investigators from the Integrity Commission visited the location, and observed that the area is a generally populated business centre in Ocho Rios, with several Automated Teller Machines (ATMs) and commercial shops.</p> <p>In relation to the provisional sum of \$650,000.00, which was included in the invoice submitted by the Contractor for the supply of knowledge-based materials, Mr. Walker, during his appearance before the DI on August 25, 2020, advised that the brochures and posters were designed by his company and another entity was contracted to print same.</p> <p>Mr. Walker, in a letter dated August 28, 2020, also advised the DI, <i>inter alia</i>, that "The location for the brochure distribution were determined by the municipal officers (not sure where they were sent [and] A total of 300 brochures and 300 posters were printed..."<sup>66</sup> He also stated that a portion of the brochures were submitted to the front desk at the Municipal Corporation.<sup>67</sup> Contrary to Mr. Walker's statement, Mr. Xavier Munroe appeared before the</p>

<sup>64</sup> Voluntary witness statement of AB20, provided to the Integrity Commission investigators on July 24, 2020.

<sup>65</sup> Voluntary witness statement of AB21 provided to the Integrity Commission investigators on July 24, 2020.

<sup>66</sup> See appendix (4) for a copy of the brochure/poster, which was submitted by Mr. Rahim Walker, to the DI on August 25, 2020.

<sup>67</sup> Extract of Transcript of Judicial Hearing held on August 25, 2020, with Mr. Rahim Walker, pg. 103.

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	<p>DI, on June 30, 2020 and advised the DI that "...The brochures were distributed by personnel from the company – from Rahim's..."<sup>68</sup></p> <p>Notwithstanding the foregoing statements, the DI is in possession of seventeen (17) voluntary witness statements, <b>which contradict the statement made by Mr. Walker in a letter to the DI, dated August 28, 2020, which stated that the brochures were posted by the 'labourers'.</b></p>
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**Table (10) Additional works allegedly performed under the Contract**

Date visited by Investigators	Observations and Statements Made by Witness(es)
July 30, 2020 &  August 5, 2020	<p>Sum charged by Contractor: \$4,200,000.00</p> <p>Based on information documented on the invoice that was submitted to the St. Ann Municipal corporation, by the Contractor, additional sanitation and cleaning works were allegedly undertaken at the "Drop-In-Centre/Ocho Rios Police Station/Rubis Gas Station Vicinity/Bridge area used as home by street people – Main Street Ocho Rios, Next to Transportation Centre Ocho Rios, Vicinity of Ruins Ocho Rios"<sup>69</sup></p> <p>On July 30, 2020, investigators visited areas in the vicinity of the Rubis Gas Station, where the referenced bridge is located and saw persons who appeared to be homeless.</p> <p>The investigators were unable to confirm the areas in the vicinity of the Ruins property that were sanitized and cleaned.</p> <p>The Drop-in Centre is a welfare centre operated by the St. Ann Municipal Corporation. With regards to the alleged sanitizing and cleaning of the facility, Witness AB24 advised, <i>inter alia</i>, that on March 30, 2020, about five (5) persons power washed the front of the building, mopped the main dining area, one of the offices and the toilet area. The witness also advised that the cleaners did not clean the door handles and there are no gates or rail guards on the property. Witness AB24 advised that the exercise was undertaken in approximately thirty-five (35) minutes.<sup>70</sup></p> <p>In relation to the Ocho Rios Police Station, Witness AB28 stated, <i>inter alia</i>, that "On March 29, 2020, between 9: 00 a.m. to 11:00 a.m., [he] observed a truck with chemicals and some men dressed in white coverall with spray backpack sanitizing the sections of the Evelyn Street, close to the Police Station, I held up my hand, indicating whether the Police Station was on the list to be sanitized. A gentleman said yes, they are doing the entire place."<sup>71</sup></p> <p>The witness also indicated that "There were about eight (8) men who were sanitizing and cleaning. It took them about twenty (20) minutes to sanitize the station...The men sanitized the entire station yard and then they did the cell. They sanitized the passageway of the cell onto the cell blocks."<sup>72</sup></p>

<sup>68</sup> Extract of Transcript of Judicial Hearing held on June 30, 2020, with Mr. Xavier Munroe, pg. 61.

<sup>69</sup> Invoice dated April 15, 2020, and prepared on the letterhead of Rahim's Cleaning & Trucking Ltd.

<sup>70</sup> Voluntary witness statement of (AB24), provided to the Integrity Commission investigators on July 24, 2020.

<sup>71</sup> Voluntary witness statement of (AB28), provided to the Integrity Commission investigators on August 5, 2020.

<sup>72</sup> *Ibid.*

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- 4.7.1 Notwithstanding the allegations regarding the failure of the Contractor to deliver the sanitizers and brochures, the DI observed that claims in the amount of \$2,128,396.16, were made by the Contractor for the referenced items.<sup>73</sup>
- 4.7.2 As it relates to the other agreed deliverables, the DI also perused two (2) project reports that were completed by Mr. Xavier Munroe and made the following observations:
- (a) 'Form A'<sup>74</sup>, which is captioned '**PROJECT STATUS REPORT**' indicated that all aspects, except for the delivery of the hand sanitizers, were 100% completed. The referenced form shows that the 'current status completion' was 85%, as at April 15, 2020.
- (b) 'Form H'<sup>75</sup>, which is captioned '**WORKS VALUATION REPORT**' also, indicated that the said agreed project deliverable was 85% completed as at April 15, 2020.
- 4.7.3 In relation to the distribution of the sanitizers, Mr. Xavier Munroe advised the DI that he received reports "*from the public*" that the sanitizers were distributed.<sup>76</sup>

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<sup>74</sup> See appendix (5) for a copy of Form A - PROJECT STATUS REPORT, which is dated April 15, 2020.

<sup>75</sup> See appendix (6) for a copy of Form H - WORKS VALUATION REPORT, which is dated April 15, 2020.

<sup>76</sup> Extract of Transcript of Judicial Hearing held on June 30, 2020, with Mr. Xavier Munroe, pg. 58.

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- 4.7.4 The DI was also advised by Mr. Rahim Walker during a judicial hearing that the contract for the Ocho Rios Cleaning and Sanitization Project was implemented **“in two and a half weeks”** and commenced on March 26, 2020, through to April 15, 2020.<sup>77</sup>
- 4.7.5 On the other hand, Mr. Xavier Munroe appeared before the DI on June 30, 2020, and advised that the project was implemented in approximately one (1) week.<sup>78</sup> It is also instructive to note that Mr. Xavier Munroe stated that he was the project supervisor, who physically supervised the implementation of the project in question.<sup>79</sup>
- 4.7.6 Mr. Munroe further advised that he took ‘some pictures and some video’ of the works that were being executed.<sup>80</sup>
- 4.7.7 In relation to the overall implementation of the project, the DI considers it prudent to mention, hereunder, a summary of some of the statements made by Mr. Walker during his appearance at the referenced August 25, 2020 judicial hearing:

(a) The **‘bleach and the other chemical’** that were used to clean and sanitize the locations indicated on the invoice were purchased by his grandmother, who provided no receipt of the purchase and he was not aware of the entity from which the purchase was made<sup>81</sup>.

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<sup>77</sup> Extract of Transcript of Judicial Hearing held on August 25, 2020, with Mr. Rahim Walker, pg. 79.

<sup>78</sup> Extract of Transcript of Judicial Hearing held on June 30, 2020, with Mr. Xavier Munroe, pg. 27.

<sup>79</sup> Ibid, pgs. 23 – 24.

<sup>80</sup> Ibid, pg. 26.

<sup>81</sup> Extract of Transcript of Judicial Hearing held on August 25, 2020, with Mr. Rahim Walker, pg. 71, 76.

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Prior to this statement that was made by Mr. Walker, during his appearance before the DI on June 22, 2020, Mr. Walker also advised the DI that “[he] went to different chemical places and they gave us the price of their material...”<sup>82</sup>

(b) Mr. Walker was also asked by the DI whether he had any receipts or documentation regarding payments allegedly made to the company that he engaged for the provision of water trucks and the response was “**No. Just off the books.**”<sup>83</sup>

(c) In relation to whether Mr. Rahim Walker was present at all locations during the implementation of the project, he indicated “**Yes. I was at all the locations.**”<sup>84</sup>

4.7.8 Mr. Rahim Walker also advised the DI that he was unaware of whether the implementation of the project was monitored by ‘anyone’ from the St. Ann Municipal Corporation.<sup>85</sup> Notwithstanding, Mr. Xavier Munroe advised the DI that he supervised the project “*for the duration, until it was completed.*”<sup>86</sup>

4.7.9 At this juncture, DI notes with importance, the response of the Tourism Enhancement Fund’s (TEF’s) Chief Executive Director, Dr. Carey Wallace,

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<sup>82</sup> Extract of Transcript of Judicial Hearing held on June 22, 2020, with Mr. Rahim Walker, pg. 80.

<sup>83</sup> Extract of Transcript of Judicial Hearing held on August 25, 2020, with Mr. Rahim Walker, pg. 71.

<sup>84</sup> Ibid, pg. 83.

<sup>85</sup> Ibid, pg.46.

<sup>86</sup> Extract of Transcript of Judicial Hearing held on June 30, 2020, with Mr. Xavier Munroe, pg. 68.

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dated July 21, 2020, which stated, *inter alia*, that TEF did no physical verification of the works that were executed and that no final project implementation report was prepared by them.<sup>87</sup>

4.7.10 Based on the compendium of inconsistent statements that were provided by Mr. Rahim Walker, in the judicial hearings held on June 22, 2020 and August 25, 2020, as well as, the fact that Mr. Walker advised the DI, under Oath, that his company supplied the Municipal Corporation and/or its agents with the approved sanitizers and brochures/posters, the DI considers it prudent to detail hereunder, Section 4(1) of the Perjury Act (1942):

*"...Every person who, being lawfully sworn as a witness or as an interpreter in a judicial proceeding<sup>88</sup>, willfully makes a statement material in that proceeding, which he knows to be false or does not believe to be true, shall be guilty of the misdemeanour of perjury, and on conviction on indictment thereof liable to imprisonment with hard labour for any term not exceeding seven years, or to a fine, or to both such imprisonment and fine."<sup>89</sup>*

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<sup>87</sup> Response dated July 21, 2020 from Dr. Carey Wallace, Chief Executive Director, Tourism Enhancement Fund.

<sup>88</sup> Section 48(1)(2) of the Integrity Commission Act states that the Director of Investigation may summon before him, and examine on oath a person able to provide information relating to the investigation and the examination shall be deemed to be a judicial proceeding within the meaning of Section 4 of the Perjury Act.

<sup>89</sup> Section 4(1) of the Perjury Act, pg. 4

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### **Chemical(s) Allegedly Used for the Cleaning and Sanitation of the Respective Locations**

4.8 Based on the details outlined on the invoice that was submitted to the St. Ann Municipal Corporation, the DI observed that the Contractor indicated that the chemical agent, which was used for the cleaning and sanitation of the referenced locations was sodium hypochlorite. The said chemical agent, once in a diluted solution, is commonly known as bleach, and is defined as "... a chemical compound with the formula  $\text{NaOCl}$  or  $\text{NaClO}$ , comprising a sodium cation ( $\text{Na}^+$ ) and a hypochlorite anion ( $\text{OCl}^-$  or  $\text{ClO}^-$ )".<sup>90</sup>

4.8.1 As it relates to the usage of the referenced chemical, research shows that "...Large quantities are also used as a disinfectant in water and wastewater treatment and sanitary equipment."<sup>91</sup>

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<sup>90</sup> <https://www.ebi.ac.uk/chebi/searchId.do?chebiId=CHEBI:32146>

<sup>91</sup> [https://www.powellfab.com/technical\\_information/sodium\\_hypochlorite/what\\_is.aspx](https://www.powellfab.com/technical_information/sodium_hypochlorite/what_is.aspx)



**Payment Documents Prepared by Rahim's Cleaning and Trucking Limited and Endorsed by Mr. Xavier Munroe and Mr. Everton Ricketts**

4.9 The DI is in possession of an invoice dated April 15, 2020, which was prepared by Mr. Rahim Walker and submitted to the St. Ann Municipal Corporation, in the amount of \$46,059,638.91. The invoice also bore the signature of Mr. Munroe, who signed attesting that the works were satisfactorily completed.<sup>92</sup>

4.9.1 In relation to the preparation and submission of the invoice, Mr. Walker provided the DI with two (2) contradictory statements during his appearance at a judicial hearing, which was held on August 25, 2020. In the first instance, Mr. Walker advised the DI that the referenced invoice was prepared and submitted to the Corporation, by him, prior to the signing of the contract on the 26<sup>th</sup> of March.<sup>93</sup> In the second instance, Mr. Walker indicated that the invoice was submitted by him to the St. Ann Municipal Corporation, on April 15, 2020.<sup>94</sup>

4.9.2 The St. Ann Municipal Corporation's payment voucher<sup>95</sup> dated April 16, 2020, was prepared by Mr. Xavier Munroe, in the amount of \$46,059,638.91. The voucher was signed by Mr. Everton Ricketts, on April 29, 2020, attesting that "***the goods/service have been satisfactory***

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<sup>93</sup> Extract of Transcript of Judicial Hearing held on August 25, 2020, with Mr. Rahim Walker, pg. 18.

<sup>94</sup> Ibid. pg. 26

<sup>95</sup> See appendix (7) for a copy of the Payment Voucher dated April 16, 2020, which was prepared by Mr. Xavier Munroe, in the amount of \$46,059,638.91.

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**provided and that the rate/prices are fair and reasonable and the relevant financial instructions have been followed."** The DI also considers it prudent to note that, Mr. Ricketts, when questioned about the basis upon which he signed the referenced document, stated that he signed on the strength of Mr. Xavier Munroe, who was responsible for overseeing the implementation of the project.<sup>96</sup>

4.9.3 In relation to the preparation of the referenced payment voucher, Mr. Xavier Munroe advised the DI that the voucher was not prepared by him<sup>97</sup>.

4.9.4 A copy of the payment voucher was presented to Mr. Munroe, by the DI, during a judicial hearing, which was held on June 30, 2020. In this regard, Mr. Munroe identified his signature on the document and stated that he signed the voucher confirming that "...the work was done satisfactorily".<sup>98</sup>Mr. Munroe's signature on the referenced document also indicates that the voucher was prepared by him.

4.9.5 The DI also perused a document, which was captioned "**SAINT ANN MUNICIPAL CORPORATION WORK PERFORMED AT AGRREED RATES**"<sup>99</sup> with a handwritten inscription indicating '**0000-00-2273030. Sanitation of Ocho Rios – Covid 19 TEF**'. The referenced document bore the signatures of the following persons:

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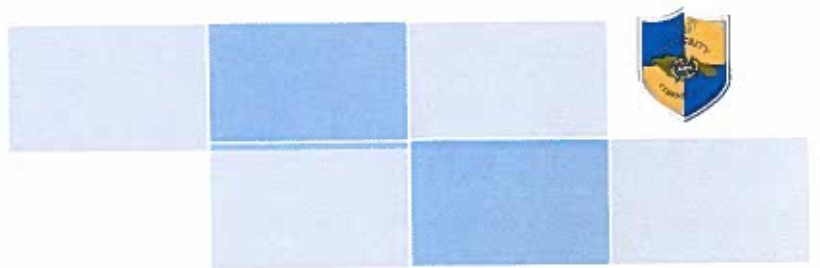
<sup>96</sup> Extract of Transcript of Judicial Hearing held on June 22, 2020, with Mr. Everton Ricketts, pg. 169.

<sup>97</sup> Extract of Transcript of Judicial Hearing held on June 30, 2020, with Mr. Xavier Munroe, pg. 31.

<sup>98</sup> Ibid, 32 & 33.

<sup>99</sup> See appendix (8) for a copy of the St. Ann Municipal Corporation Work Performed at Agreed Rates.

**INTEGRITY COMMISSION**



- (a) Mr. Xavier Munroe, who signed the document on April 16, 2020, as "WORK GIVEN OUT & SATISFACTORILY DONE W/O OR ASST. SUPERINTENDENT";
- (b) Mr. Rahim Walker, who signed the document on March 26, 2020, as "CLAIMANT"; and
- (c) Mr. Everton Ricketts, who signed the document on April 29, 2020, as "CHIEF ENGINEERING OFFICER ROADS AND WORKS DEPARTMENT".

4.9.6 Based on the foregoing document, the date of commencement for the implementation of the project was March 26, 2020, with a completion date of April 15, 2020.

4.9.7 Ms. Claudiah Carter, then Acting Chief Executive Officer, St. Ann Municipal Corporation, advised the DI by way of her response dated October 22, 2020, that Rahim's Cleaning and Trucking Limited was fully paid for works executed by the entity in relation to the implementation of the Corporation's Ocho Rios COVID-19 Sanitation and Cleaning Project.<sup>100</sup>

4.9.8 In this regard, Ms. Carter also added that the Corporation utilised the RTS Transfer payment method via the Bank of Nova Scotia St. Ann's Bay Branch on June 23, 2020.<sup>101</sup> The payment was in the amount of

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<sup>100</sup> Response dated October 22, 2020, from Ms. Claudiah Carter, then Acting Chief Executive Officer, St. Ann Municipal Corporation.

<sup>101</sup> See Appendix (9) for a copy of the RTGS Payment Transfer to Rahim's Cleaning and Trucking Limited

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\$45,138,446.13.<sup>102</sup> The DI notes that the referenced payment voucher indicates a contractor's levy in the amount of \$921,192.78, which was subtracted from the invoice amount of \$46,059,638.91.

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<sup>102</sup> Response dated October 22, 2020, from Ms. Claudiah Carter, then Acting Chief Executive Officer, St. Ann Municipal Corporation.

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## **Public Procurement Policy Issues, the Integrity Commission Act, and Applicable Legislation**

4.10 Based on the allegations regarding the failure of the Contractor to perform certain aspects of the contract, for which claims were made to the St. Ann Municipal Corporation and payment made, the DI hereby highlights Section 5.1 of the Government of Jamaica Handbook of Public Sector Procurement Procedures (2014), which addresses issues of fraud and corruption and states:

a) *"GoJ requires that all Public Officers and individuals engaged in the procurement process, including Bidders and contractors under GoJ-financed contracts, observe the highest standard of ethics during the procurement process and in the execution of contracts."*<sup>103</sup>

b) The Handbook also defines the term fraudulent practice as "...a misrepresentation of facts in order to: influence a procurement exercise; manipulate the tender process; or the execution of a contract to the detriment of GoJ."<sup>104</sup>

4.10.1 In relation to the sanctions which may be levied against a firm that is said to be involved in proven fraudulent and/or corrupt practices in the public procurement process, the referenced Handbook states that "any firm which has engaged in corrupt or fraudulent practices in competing for, or

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<sup>103</sup> Section 5.1 of the Government of Jamaica Handbook of Public Sector Procurement Procedures, Volume 1 of 4, pg. 23.

<sup>104</sup> Ibid. pg. 23

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in the execution of GoJ-financed contract, will be declared ineligible to participate in the GoJ procurement process for a stated period or indefinitely. Similarly, contractors should be aware that corrupt behaviour will have implications for future contract awards."<sup>105</sup>

4.10.2 In relation to the foregoing, Section 2 of the Integrity Commission Act (2017), also states, *inter alia*, the following with respect to acts of corruption:

*"In this Act, unless the context otherwise requires – "act of corruption" means an act which constitutes –*

*(a) An offence under the Corruption (Prevention) Act; or*

*(b) An offence relating to the conduct of any person that constitutes an abuse or a misuse of his office (whether or not within the public sector) for the purpose of conferring a benefit or an advantage to himself or another person, being an offence arising under the common law or any enactment."*<sup>106</sup>

4.10.3 In relation to acts of corruption, Section 14(1)(a) and (b) of the Corruption Prevention Act (2001) outline, *inter alia*, the following:

*" (1) A public servant commits an act of corruption if he –*

*(a) Corruptly solicits or accepts, whether directly or indirectly, any article or money or other benefit, being a gift, favour, promise or*

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<sup>105</sup> Ibid. pg. 24

<sup>106</sup> Section 2 of the Integrity Commission Act (2017)



*advantage for himself or another person for doing any act or omitting to do any act in the performance of his public functions;*

*(b) In the performance of his public functions does any act or omits to do any act for the purpose of obtaining any illicit benefit for himself or any other person;..."<sup>107</sup>*

4.10.4 The Public Bodies Management & Accountability Act (2001) – Section 6A states: *"Every public body shall adhere to the Government's procurement rules and guidelines made under any enactment."*<sup>108</sup>

4.10.5 In relation to whether value for money was achieved as a result of the award and execution of the subject contract and project, the DI considers it prudent to highlight the following relevant principles of the GoJ Public Procurement Policy (November 2010), that are crucial to the administration of public procurement in Jamaica:

***"Value for Money:*** *Value for Money (VFM) is a measure of economy and efficiency with which the financial resources of the Government are converted. Therefore, VFM presents the optimum combination of life-cycle costs and benefits of the item being procured."*<sup>109</sup>

4.10.6 The DI notes the conclusion that was made by the Tourism Enhancement Fund, in its Report on the Covid-19 Sanitization and Cleaning of Ocho Rios

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<sup>107</sup> Section 14 (1) of the Corruption Prevention Act (2001)

<sup>108</sup> Section 6A of the Public Bodies Management & Accountability Act (2001)

<sup>109</sup> Government of Jamaica Public Sector Procurement Policy (November 2010), Section 5, General Principles.

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Project, which indicated that *"The project was well executed, provided value for money and received accolades by the townspeople and stakeholders of Ocho Rios."*

4.10.7 Notwithstanding the foregoing, the DI notes the following in relation to the cost benefit analysis:

(a) the St. Ann Municipal Corporation proceeded to clean and sanitize public areas that were not open to the public, for example the Ocho Rios Pier and the Turtle River Park;

(b) private property, for example Island Village;

(c) public areas under the control of other Government entities who had implemented their own COVID-19 Sanitation and Cleaning programme, for example Ocean Village; and

(d) payments made for items listed on the invoice that based on evidence, were not delivered in accordance with the specifications of the Bill of Quantities, for example sanitizers and brochures/posters.

4.10.8 Upon an enquiry from the DI in a judicial hearing held on June 22, 2020, as to the basis on which the Ocho Rios Pier and Island Village properties were cleaned and sanitized, Mr. Xavier Munroe, provided the justification

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that these areas were included in the scope of works given that they were locations where "people gather".<sup>110</sup>

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<sup>110</sup> Extract of Transcript of Judicial Hearing held on June 22, 2020, with Mr. Xavier Munroe, pgs. 129-130.

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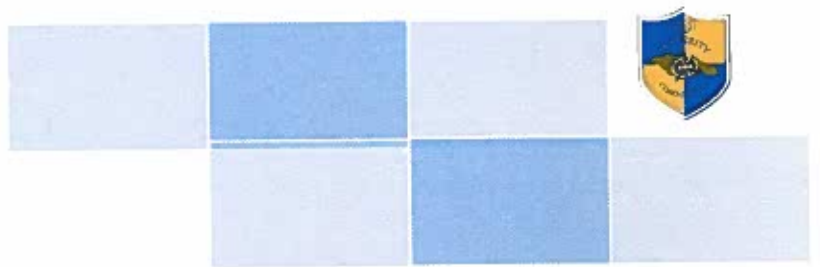
## Chapter 5 – Conclusion

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- 5.1 This chapter outlines the conclusions determined by the Director of Investigation based upon the findings of this investigation.
- 5.1.1 The Director of Investigation (DI) concludes that the circumstances, which led to the selection and award of the contract to Rahim's Cleaning & Trucking Limited, breached Section 25(2) of the Public Procurement Act. This conclusion was premised on the fact that the utilization of the Single-source procurement methodology<sup>111</sup>, given the contract value, required prior approval from the Head of Entity and no such approval was granted by the Chief Executive Officer at the St. Ann Municipal Corporation at the time of the contract award.
- 5.1.2 Based on the manner in which the contract for the Ocho Rios Covid-19 Project was awarded and implemented, the DI concludes that there is evidence to suggest that value for money was not attained. This conclusion is primarily predicated on the premise of the justification provided by Mr. Munroe, who indicated that the locations were selected on the basis of where 'people gather' and the fact that at least three (3) of the premises were closed to the public prior to the execution of the project and the failure of the Contractor to fully perform the contract based on the agreed deliverables of the Contract.

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<sup>111</sup> Formerly referred to as the Direct Contracting Methodology.  
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Additionally and importantly, the inability on the part of the St. Ann Municipal Corporation, and the Contractor, to clearly identify the manner in which the measurements and units were determined also impaired the determination of value for money.

5.1.3 Based on the evidential materials that were examined and the statements made by witnesses, the DI concludes that the procurement process, which was undertaken to engage the Contractor, was irregular and lacks accountability and integrity. The DI forms the foregoing conclusion on the basis of the absence of formal procurement documentation and record keeping by the St. Ann Municipal Corporation. For instance, the DI has seen no written communication (Invitation to Bid or Invitation to Submit a Quotation) inviting the Contractor to submit a bid/quotation for the procurement opportunity, which led to the implementation of the project. There was also an absence of records documenting the officers of the St. Ann Municipal Corporation, who were involved in the referenced process.

5.1.4 The DI is of the view that the process that was utilized to select and notify the Contractor of the award of contract was irregular and lacked transparency. This conclusion is premised on (a) the lack of documentation indicating the process through which the Contractor was selected, notified and awarded the contract and (b) the inability of the St. Ann Municipal Corporation to adequately account for the

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means by which the units, measurements and estimates were arrived at in the preparation of the estimates for the project.

- 5.1.5 The DI is also of the view that the manner in which the contract was awarded and implemented has the potential to discourage public confidence in the public procurement process.
- 5.1.6 The DI accepts the statements provided by the witnesses that the sanitizers and the brochures were not provided to the St. Ann Municipal Corporation, by the Contractor, as indicated by the Bill of Quantities for the referenced contract.
- 5.1.7 The DI concludes that there is an apparent discrepancy between the statements that were made by Mr. Rahim Walker and Mr. Xavier Munroe, in relation to the duration for the implementation of the contract. For instance, Mr. Walker advised the DI that the project was implemented over a **"two and a half weeks period"**. On the other hand, Mr. Munroe who indicated that he physically supervised the project stated that it was implemented over **"a one week period"**.

On the contrary, and based upon certain statements provided to the DI and the observations made during the course of the investigation, there is, *prima facie*, evidence to suggest that the project was implemented on the weekend subsequent to the signing of the contract on March 26, 2020.

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5.1.8 The DI concludes that the representations made by Mr. Rahim Walker, during the course of the judicial hearings were in some instances misleading. In this regard, reference is particularly made to the representations made by Mr. Walker concerning: (a) that he had submitted a bid to the St. Ann Municipal Corporation regarding the referenced sanitation project; b) that the premises of Ocean Village, as well as, other locations were cleaned at least three (3) times (c); and that he had provided the approved sanitizers and brochures to the St. Ann Municipal Corporation and the Municipal Personnel. The referenced statements are determined, by the DI, to be inconsistent with the evidential material garnered with respect to the period of project implementation and the works executed by the Contractor.

Having regard to the foregoing, the DI is of the view that the referenced statements were made contrary to Section 48(3) of the Integrity Commission Act in relation to the provisions of Section 11(e) of the Commissions of Enquiry Act.

5.1.9 The DI concludes that the Municipal Corporation, through its Roads and Works Department, failed to demonstrate diligence in the preparation of the Bill of Quantities and the general conceptualization of the project. Specifically, the description of works noted in relation to the White River location indicated that gates, hand rails, door handles and rail guards were sanitized. The findings of this investigation

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revealed no such existence of any gates, hand rails, door handles and rail guards at the White River.

Further, the disclosure which was made by Mr. Everton Ricketts, Chief Engineering Officer, St. Ann Municipal Corporation, that he signed on the 'strength' of Mr. Xavier Munroe in relation to the works that were executed, is also noted with concern as it relates to the works verification process at the Corporation. The DI is also of the view that Mr. Ricketts, by virtue of his supervisory role in the Roads & Works Department, at the Corporation, should have ensured due care and accountability in the implementation of the project, especially given that the project was conceptualized, supervised and declared successfully completed by Mr. Munroe, whom he directly supervises.

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## Chapter 6 – Recommendations

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- 6.1 This chapter outlines the recommendations and corruption prevention initiatives identified by the Director of Investigation based upon the findings and conclusions of this investigation.

### Recommendations to the Director of Corruption Prosecution

- 6.1.1 Having regard to the provisions of Section 54(3)(b) of the Integrity Commission Act (2017), the DI hereby refers a copy of this Investigation Report to the Director of Corruption Prosecution (DCP) for such actions as the Director may deem to be appropriate.
- 6.1.2 The DI refers this Report to the DCP for her consideration as to whether the Contractor committed the offence of fraud, having regard to the submission of his Invoice for work purportedly done and for which the DI, based on evidence, could not confirm.
- 6.1.3 The DI refers this Report to the DCP for her consideration as to whether the Contractor and Mr. Xavier Munroe committed the offence of obtaining money by false pretences contrary to the Larceny Act, having regard to the payment that was made to the Contractor for works which the DI could not confirm were executed.

#### INTEGRITY COMMISSION

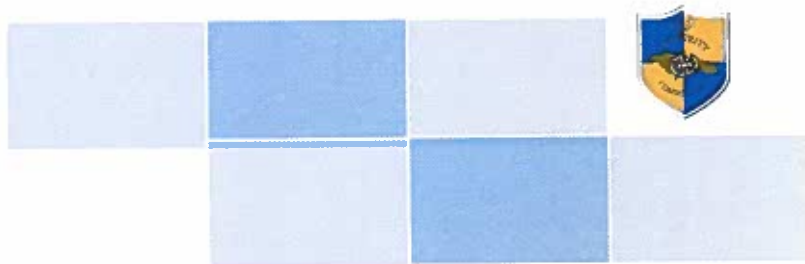
Conducted into the Circumstances which Led to the Award and Implementation of a Contract in the Amount of \$46,851,105.30, to Rahim's Cleaning & Trucking Limited, by the St. Ann Municipal Corporation in Relation to its Ocho Rios Covid-19 Sanitation and Cleaning Project



- 6.1.4 The DI refers this Report to the DCP for her consideration as to whether the Contractor and Mr. Xavier Munroe conspired together and/or with other persons to defraud the St. Ann Municipal Corporation in relation to works allegedly executed as reflected on the Contractor's Invoice and for which Mr. Munroe confirmed was satisfactorily done, and payment made. This recommendation is also made in light of the, *prima facie*, evidence that the approved sanitizers and knowledge based brochures in the amount of \$2,128,396.16.
- 6.1.5 The DI refers this Report to the DCP for her consideration as to whether Mr. Xavier Munroe committed an act of corruption contrary to Section 14(1)(b) of the Corruption Prevention Act when he, in the performance of his functions, failed to act with proper diligence to verify works for the referenced project, for the purpose of the Contractor and/or himself obtaining an illicit benefit.
- 6.1.6 The DI refers this Report to the DCP for her consideration as to whether Mr. Xavier Munroe and Mr. Rahim Walker committed perjury during the course of the judicial hearings in relation to their statements regarding the provision and distribution of approved sanitizers and brochures/posters.

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## Anti-Corruption Recommendations and Initiatives

- 6.1.7 The DI recommends that the St. Ann Municipal Corporation urgently establish a Specialist Procurement Unit in accordance with the Public Procurement Act and its Regulations.
- 6.1.8 The DI recommends that the St. Ann Municipal Corporation implements an effective and efficient record keeping and/or filing system that will aid in maintaining proper financial and procurement documentation in accordance with Section A8.22 of Volume 2 of the GoJ Public Procurement Guidelines & Procedures (2014) and Section 47 of the Public Procurement Act (2015). This recommendation, if effectively implemented, would also facilitate greater levels of transparency and accountability in the administration and management of entrusted public funds.

For emphasis, Section A8.22 of Volume 2 of the GoJ Public Procurement Guidelines & Procedures (2014) states that "*procurement record keeping, regardless of the method of procurement or the source of funding, ... transparent [procurement record keeping] procedures be established, so that the entire procurement process may be traced from beginning to end. This can be achieved through proper record keeping. Without prejudice to the method of storage, and in accordance with the Financial Administration and Audit Act,*

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*the Procuring Entity shall maintain records of each contract award for a minimum period of seven (7) years...".<sup>112</sup>*

- 6.1.9 It is recommended that the Accounting and Accountable Officers of the St. Ann Municipal Corporation pay keen attention to, and ensure compliance with the provisions of Section 6A of the Public Bodies Management & Accountability Act (2001), as well as, Sections 5 and 25 of the Public Procurement Act (2015) and its attendant Regulations (2018).

Section 6(A) of the Public Bodies Management & Accountability Act states that *"Every public body shall adhere to the Government's procurement rules and guidelines made under any enactment."*

- 6.1.10 The DI recommends that the St. Ann Municipal Corporation establish oversight mechanisms that will facilitate greater scrutiny of the projects and/programmes administered by the Roads and Works Department in an effort to ensure prudent financial management.

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<sup>112</sup> Section A8.22 of Volume 2 of the GoJ Public Procurement Guidelines & Procedures (2014), pg. 91.

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6.1.11 The DI recommends that the Tourism Enhancement Fund implements an effective and efficient system for monitoring projects which it funds, to ensure compliance with applicable GOJ procurement procedures and legislation, as well as to facilitate greater levels of transparency, accountability and value for money in the administration and management of funds.

Kevon A. Stephenson, J.P  
Director of Investigation

February 2021

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APPENDIX 1 St. Ann Municipal Corporation Roads & Works Estimate for Proposed Cleaning Sanitation Ocho Rios St. Ann



ST ANN MUNICIPAL CORPORATION  
Roads and Works Estimate  
Proposed Cleaning Sanitation Ocho Rios, St Ann

Item	Work Category	Description	Unit	Qty	Rate	Amount
1	Inland Village - Walkways & Seating	Furnish all labour, small tools & approved chemical agent to clean & sanitize hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at Location W1	m	168.84	2,998.00	504,896.00
2	Inland Village - Walkways & Seating	Furnish all labour, small tools & approved chemical agent to clean & sanitize hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at Location W2	m	433.11	2,998.00	1,298,778.00
3	Ocho Rios Pier	Furnish all labour, small tools & approved chemical agent to clean & sanitize hand rails, gates, gate handles, etc. at Location P1	m	696.28	2,998.00	2,086,726.00
4		Furnish all labour, small tools & approved chemical agent (sodium hypochlorite) to fumigate office structures, shops, other buildings, hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at Location P2. To be made satisfactory as instructed by the Project Manager.	m2	6382	478.00	3,050,596.00
5		Furnish all labour, small tools & approved chemical agent (sodium hypochlorite) to fumigate shops, other buildings, hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at Location P2. To be made satisfactory as instructed by the Project Manager.	m2	4460.17	478.00	2,131,782.00
6	Main Street Ocho Rios	Furnish all labour, equipment, water truck and tools to supply and apply approved disinfectant / bleaching agent to existing hand rails along Main Street Ocho Rios; include mechanical/booster washer to existing areas. To be made satisfactory as instructed by the Project Manager.	m	132.36	2,998.00	396,996.00
7		To supply 3 No. waste supply of approved sanitizer/disinfecting solution to Municipal Police personnel along Main Street Ocho Rios. Note: Personnel should be instructed on distribution and storage by Operating Officer.	Item	1	1478366.16	1,478,366.16
8	Turtle River Park	Furnish all labour, small tools & approved chemical agent to clean & sanitize hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at Location TP1 (32,808.28 m square)	Item	1	680000	680,000.00
9		Furnish all labour, small tools & approved chemical agent (sodium hypochlorite) to fumigate office, restrooms, doors, door handles, seating, etc. at Location TP1. (32,808.28 m square) To be made satisfactory as instructed by the Project Manager.	Item	1	1290000	1,290,000.00
10	Ocho Rios Village - Gates & Seating	Furnish all labour, small tools & approved chemical agent to clean & sanitize hand rails, rail guards, seating, etc. at Location OV1	m	471.62	2900	1,365,718.00
11	Ocho Rios Market	Furnish all labour, small tools & approved chemical agent (sodium hypochlorite) to fumigate shopping stalls, restrooms, doors, door handles, seating, gates/seats, etc. at Location M1. To be made satisfactory as instructed by the Project Manager. (20,536.40 m square)	m2	20866.4	478	9,974,260.00
12	White River	Furnish all labour, small tools & approved chemical agent to clean & sanitize hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at Location WW1	m	282.91	2900	820,439.00
13	Pepperwood's Beach	Furnish all labour, small tools & approved chemical agent to clean & sanitize buildings, hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at Location W3 (4,448.17 m square)	m2	4448.17	478	2,126,225.00
14	Inland Village	Furnish all labour, small tools & approved chemical agent to clean & sanitize buildings, hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at Location W4 (12,629.35 m square)	m2	12629.35	478	6,046,929.00
15	Ocho Rios Town Centre	To supply and apply approved chemical agent to selected generally populated locations/ATMs. To be monitored by Project Officer & Security Personnel.	Item	1	2800000	2,800,000.00
17		To supply knowledge base material (brochures, posters, etc.); to be distributed by Municipal Personnel and placed in heavily trafficked areas.	Item	1	600000	600,000.00
18	Security for Works	Security for Works	Item	1	800000	800,000.00
19	Site Supervision & Monitoring	Site Supervision & Monitoring	Item	1	800000	800,000.00
20	Mobilization/Equipment Storage	Mobilization/Equipment Rental	Item	1	1780000	1,780,000.00
21	Safety Gears	Safety Gears	Item	1	2280000	2,280,000.00
22	Contingencies	Contingencies	%	10	242,691,818.91	24,269,181.89
23	TOTAL					34,851,105.30

  
DEPUTY CHIEF ENGINEERING OFFICER  
Rds & Wks. Dept.  
The Municipal Corporation  
St. Ann

APPENDIX 2: Copy of Contract Agreement between the St. Ann Municipal Corporation & Rahim's Cleaning & Trucking Limited

INTEGRITY COMMISSION

Conducted into the Circumstances which Led to the Award and Implementation of a Contract in the Amount of \$46,851,105.30, to Rahim's Cleaning & Trucking Limited, by the St. Ann Municipal Corporation in Relation to its Ocho Rios Covid-19 Sanitation and Cleaning Project



**SECTION VII - FORM OF CONTRACT AGREEMENT**

**AGREEMENT**

This Agreement, made the 26 day of March 2020, by and between **St Ann Municipal Corporation, 1 Church Street, St. Ann's Bay, St. Ann** hereinafter called "the Procuring Entity") and **RAHIM'S CLEANING AND TRUCKING LIMITED 3 SMITH STREET, ST. ANDREW**

(Name and address of Contractor hereinafter called "the Contractor") of the other part.

Whereas the Procuring Entity is desirous that the Contractor execute "**COVID-19 Sanitation & Cleaning, Ocho Rios, St Ann**" hereinafter called "the Works" in the amount of forty six million eight hundred and fifty-one thousand one hundred and five dollars thirty cents (\$46,851,105.30)

and the Procuring Entity has accepted the Bid/Quotation submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesseth as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the days and year first before written

The Common Seal of



was hereunto affixed in the presence of  
Signed, Sealed, and Delivered by me said

in the presence of:

(1) W. I. GARDNER  
Binding Signature of Procuring Entity (Chairman)

(2) [Signature]  
Binding Signature of Head of Procuring Entity (CEO)

(3) [Signature]  
Binding Signature of Procuring Entity (Chief Engineering Officer/Superintendent)

Binding Signature of Contractor: [Signature]

Witness: Andrew Marshall

**Appendix 3: Copy of Invoice Submitted to the St. Ann Municipal Corporation, by Rahim's Cleaning & Trucking Limited**

**INTEGRITY COMMISSION**

Conducted into the Circumstances which Led to the Award and Implementation of a Contract in the Amount of \$46,851,105.30, to Rahim's Cleaning & Trucking Limited, by the St. Ann Municipal Corporation in Relation to its Ocho Rios Covid-19 Sanitation and Cleaning Project



**RAHIM'S CLEANING & TRUCKING LTD.**  
 RAHIMCLEANING@TRUCKINGLIMITED.COM  
 0753883387

To: **St. Ann Municipal Corporation**  
**Main Street, St. Ann's Bay**  
**St. Ann**

April 15, 2020

COVID-19 SANITATION & CLEANING, OCHO RIOS, ST. ANN



ITEM	DESCRIPTION	QTY	UNIT	RATE	Contracted TOTAL	QUANTITY	Claim Amount
1	<b>Island Village - Walkways &amp; Sealing</b>						
A	Furnish all labour, small tools and approved chemical agent to clean and sanitize hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at location.	169.94	m	2500.00	424,850.00	169.94m	424,850.00
B	Furnish all labour, small tools and approved chemical agent to clean and sanitize hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at location.	433.11	m	2500.00	1,082,775.00	433.11m	1,082,775.00
2	<b>Ocho Rios Pier</b>						
A	Furnish all labour, small tools and approved chemical agent to clean and sanitize hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at location.	996.29	m	2500.00	2,490,725.00	996.29m	2,490,725.00
B	Furnish all labour, small tools and approved chemical agent (sodium hypochlorite) to fumigate office structures, shops, other buildings, handrails, gates, doors, gate handles, door handles, rail guards, seating, etc. at location. To be made satisfactory as instructed by the Project Manager.	9352.00	m <sup>2</sup>	475.00	4,442,200.00	9352m <sup>2</sup>	4,442,200.00
C	Furnish all labour, small tools and approved chemical agent (sodium hypochlorite) to fumigate office structures, shops, other buildings, handrails, gates, doors, gate handles, door handles, rail guards, seating, etc. at location. To be made satisfactory as instructed by the Project Manager.	4450.17	m <sup>2</sup>	475.00	2,113,830.75	4450.17m <sup>2</sup>	2,113,830.75
							10,554,300.75

WORK DONE SATISFACTORILY/  
 GOODS RECEIVED IN GOOD CONDITION

**INTEGRITY COMMISSION**

Conducted into the Circumstances which Led to the Award and Implementation of a Contract in the Amount of \$46,851,105.30, to Rahim's Cleaning & Trucking Limited, by the St. Ann Municipal Corporation in Relation to its Ocho Rios Covid-19 Sanitation and Cleaning Project



ITEM	DESCRIPTION	QTY	UNIT	RATE	Contracted TOTAL	QUANTITY	Claim Amount
3	<b>Main Street Ocho Rios</b> B/F Furnish all labour, equipment, water truck and tools to supply and apply approved disinfectant/bleaching agent to existing handrails along Main Street Ocho Rios; include mechanical/power washer to specified areas; to be made satisfactory as instructed by the Project Manager.	132.38	m	2500.00	330,950.00	132.38m	330,950.00
B	Include the Provisional Sum of \$1,478,396.16 to supply 3 No weeks supply of approved sanitizer/disinfecting solution to Municipal Police personnel along Main Street Ocho Rios.		PSUM		1,478,396.16		1,478,396.16
4	<b>Turtle River Park</b> A Furnish all labour, small tools and approved chemical agent to clean and sanitize had rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at location.		Sum		850,000.00		850,000.00
b	Furnish all labour, small tools and approved chemical agent (sodium hypochlorite) to fumigate office, restrooms doors, door handles, seating, etc. at location T.P.I. To be made satisfactory as instructed by the Project Manager.		Sum		1,250,000.00		1,250,000.00
5	<b>Ocean Village- Rats &amp; Seeding</b> A Furnish all labour, small tools and approved chemical agent to clean and sanitize had rails, gates, doors, gate handles door handles, rail guards, seating, etc. at location	471.92	m	2500.00	1,179,800.00	471.92m	1,179,800.00
6	<b>Ocho Rios Market</b> A Furnish all labour, small tools and approved chemical agent (sodium hypochlorite) to fumigate market, restrooms, doors, door handles, seating, etc. at location T.P.I. To be made satisfactory as instructed by the Project Manager.	20956.40	m <sup>2</sup>	175.00	9,954,290.00	20956.40m <sup>2</sup>	9,954,290.00
7	<b>White River</b> Furnish all labour, small tools and approved chemical agent to clean and sanitize had rails, gates, doors, gate handles, rail guards, seating, etc. at location	292.91	m	2500.00	732,275.00		
	<b>Sub-total</b>						25,871,816.37



INTEGRITY COMMISSION

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ITEM	DESCRIPTION	QTY	UNIT	RATE	Contracted TOTAL	QUANTITY	Clause Amount
8	<b>Carried forward</b> <b>Fisherman's Beach</b> Furnish all labour, small tools and approved chemical agent to clean and sanitize had rails, gates, doors, gate handles, door handles, rail guards sealing, etc. at location.	4448.17	m <sup>2</sup>	475.00	2,112,880.75	4448.17m <sup>2</sup>	2,112,880.75
9	<b>Island Village</b> Furnish all labour, small tools and approved chemical agent to clean and sanitize had rails, gates, doors, gate handles, door handles, rail guards, sealing, etc. at location.	12,629.35	m <sup>2</sup>	475.00	5,998,941.25	12629.35m <sup>2</sup>	5,998,941.25
10	<b>Ocho Rios Town Centre</b> Include the provisional sum of \$2,500,000 to supply and apply approved chemical agent to selected generally populated locations/ATMs to be monitored by Project Officer and Security Personnel.  Include the provisional sum of \$650,000.00 to supply knowledge-based material brochures, posters, etc) to be distributed by Municipal Personnel and placed in heavily affected areas.			Sum	2,500,000.00		2,500,000.00
	<b>Preliminaries</b>						
	<b>Total</b>				42,591,913.91		41,859,438.91
11	<b>Additional Works</b> <b>Drop-In-Centre/Ocho Rios Police Station/Rubs Gas Station Vicinity/</b> <b>Bridge area used as home by street people - Main Street Ocho Rios, Next to Transportation Centre Ocho Rios, Vicinity of Rubs Ocho Rios</b> Furnish all labour, small tools and approved chemical agent to clean and sanitize had rails, gates, doors, gate handles, door handles, rail guards, sealing, etc. at location.  Furnish all labour, small tools and approved chemical agent (sodium hypochlorite) to fumigate			Sum	4,200,000.00		4,200,000.00
	<b>Total</b>				46,591,913.91		46,059,438.91

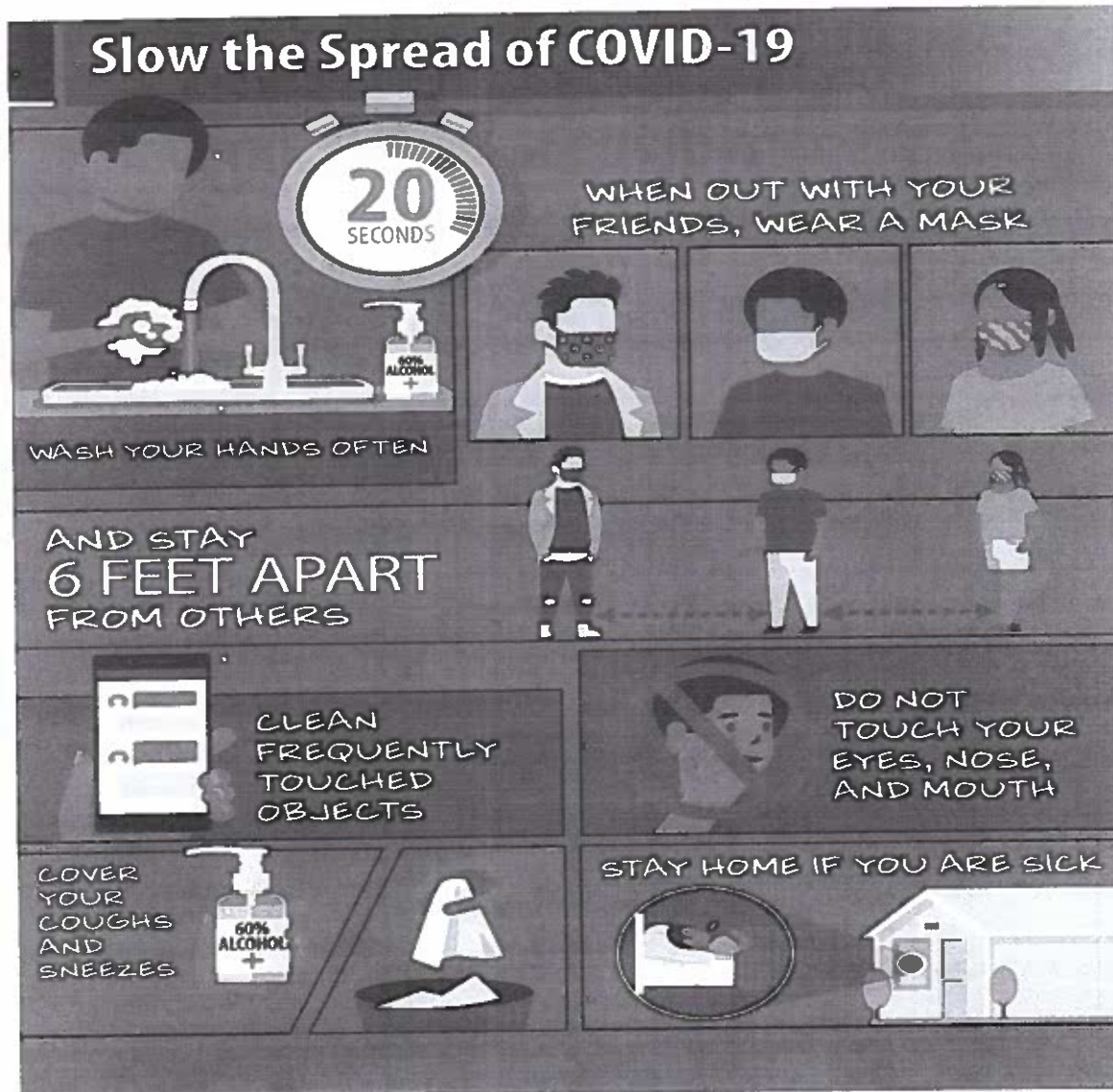
Signature:



APPENDIX 4: Copy of the Brochure Submitted to the Director of Investigation (DI), by Mr. Rahim Walker

#### INTEGRITY COMMISSION

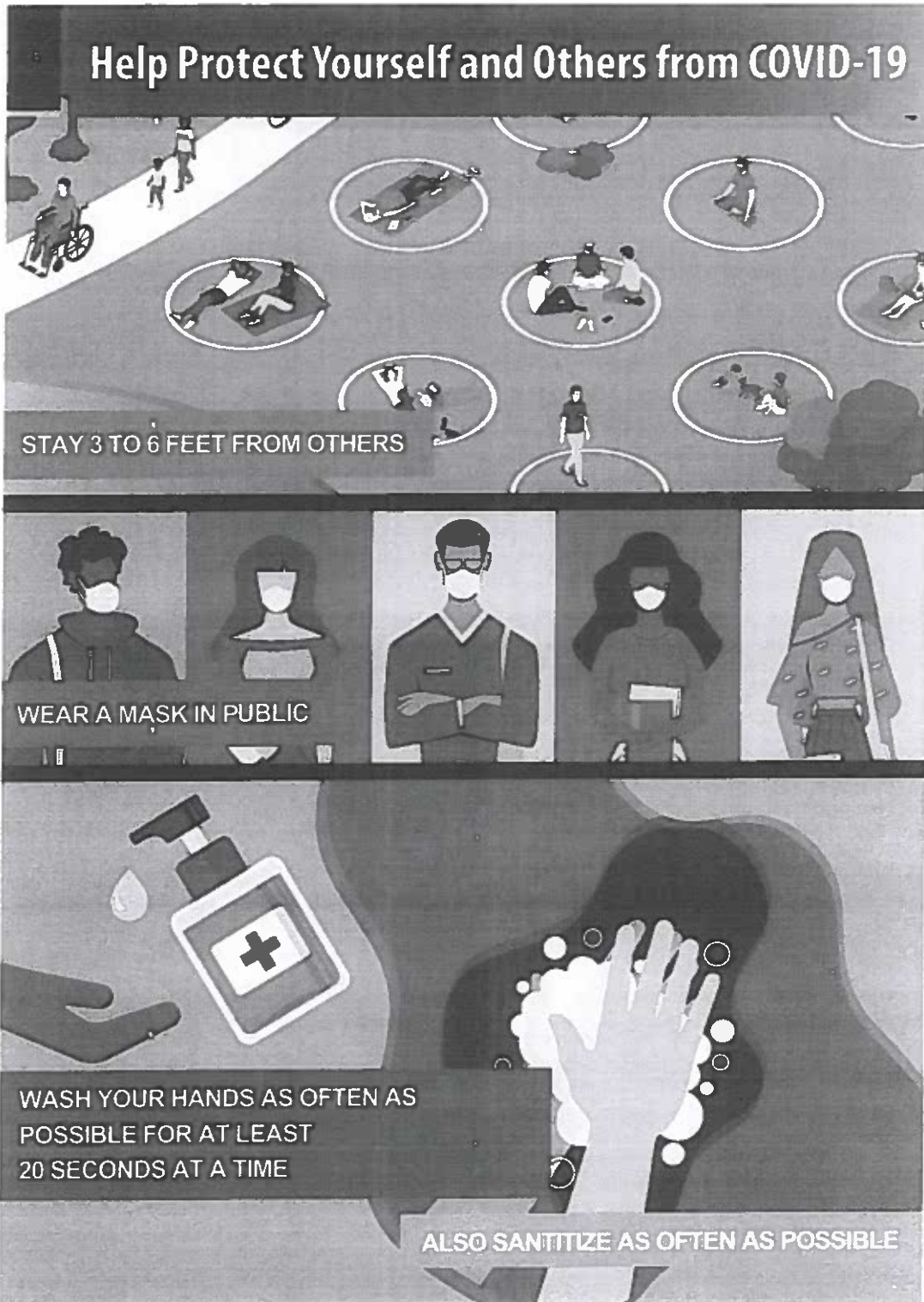
Conducted into the Circumstances which Led to the Award and Implementation of a Contract in the Amount of \$46,851,105.30, to Rahim's Cleaning & Trucking Limited, by the St. Ann Municipal Corporation in Relation to its Ocho Rios Covid-19 Sanitation and Cleaning Project



**INTEGRITY COMMISSION**

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Conducted into the Circumstances which Led to the Award and implementation of a Contract in the Amount of \$46,851,105.30, to Rahim's Cleaning & Trucking Limited, by the St. Ann Municipal Corporation in Relation to its Ocho Rios Covid-19 Sanitation and Cleaning Project



**APPENDIX 6: Copy of FORM A - Project Status Report**

PROJECT STATUS REPORT

Form A

Prepared by: **St. Ann Municipal Corporation**

Project Name: **COVID-19 Sanitation and Cleaning Project**

Prepared On: **2021-05-01**

---

Project Information		Project Status		Project Performance		Project Financials	
Name	Number of work items	Open	Completed	On Budget	Over Budget	Actual Cost	Budgeted Cost
<b>Project Name</b>	1	0	1	100%	0%	\$46,851,105.30	\$46,851,105.30
<b>Project Description</b>		1. To provide comprehensive cleaning and sanitation services to all public and private facilities in the St. Ann Parish, including schools, government offices, and commercial establishments, to prevent the spread of COVID-19.		2. To ensure that all work is completed within the allocated budget and timeline.		3. To maintain high standards of service and quality throughout the project.	
<b>Project Objectives</b>		1. To achieve 100% completion of all work items within the project timeline.		2. To ensure that the project is completed within the allocated budget.		3. To maintain high standards of service and quality throughout the project.	
<b>Project Risks</b>		1. Risk of budget overruns due to unforeseen circumstances.		2. Risk of delays due to weather conditions or other external factors.		3. Risk of poor quality of work due to inadequate supervision.	
<b>Project Deliverables</b>		1. Comprehensive cleaning and sanitation services provided to all public and private facilities.		2. Completion of all work items within the project timeline.		3. High standards of service and quality maintained throughout the project.	
<b>Project Milestones</b>		1. Project start: 2020-03-15		2. Project completion: 2021-05-01		3. Final report: 2021-05-01	
<b>Project Resources</b>		1. Project Manager: [Name]		2. Project Team: [List of team members]		3. Project Budget: \$46,851,105.30	

**St. Ann Municipal Corporation**  
Prepared By: [Name]  
2021-05-01

DR. RAHIM HASSAN  
CHIEF EXECUTIVE OFFICER  
CRS & TRUCKS DEPT.  
... (Official Stamp)

**INTEGRITY COMMISSION**

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APPENDIX 6: Copy of FORM H – Works Valuation Report

**FORM H**  
Works Valuation Report  
As Per Bill Of Quantities -



Project Owner/Manager : St Ann Municipal Corporation

Date:	15-Apr-20
Name of Project:	Proposed Cleaning Sanitation Ocho Rios, St Ann

B.Q/ Estimate Page	Item Number as on B.Q	DESCRIPTION (Narration)	State Full Cost	% of Full Cost Completed	% of Quantity Complete	Value of Work Completed
Pg. 1	1	Island Village - Walkways & Seating: Furnish all labour, small tools & approved chemical agent to clean & sanitize hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at Location W1	\$424,850.00	100%	100%	\$424,850.00
Pg. 1	2	Furnish all labour, small tools & approved chemical agent to clean & sanitize hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at Location W2	\$1,082,775.00	100%	100%	\$1,082,775.00
Pg. 1	3	Furnish all labour, small tools & approved chemical agent to clean & sanitize hand rails, gates, gate handles, etc. at Location P1	\$2,490,725.00	100%	100%	\$2,490,725.00
Pg. 1	4	Furnish all labour, small tools & approved chemical agent (sodium hypochlorite) to fumigate office structures, shops, other buildings, hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at Location P2. To be made satisfactory as instructed by the Project Manager.	\$4,442,200.00	100%	100%	\$4,442,200.00
Pg. 1	5	Furnish all labour, small tools & approved chemical agent (sodium hypochlorite) to fumigate shops, other buildings, hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at Location P3. To be made satisfactory as instructed by the Project Manager.	\$2,113,830.75	100%	100%	\$2,113,830.75
Pg. 1	6	Furnish all labour, equipment, water truck and tools to supply and apply approved disinfectant / bleaching agent to existing hand rails along Main Street Ocho Rios; Include mechanical/power washer to specified areas. To be made satisfactory as instructed by the Project Manager.	\$330,950.00	100%	100%	\$330,950.00
Pg. 1	7	To supply 3 No. weeks supply of approved sanitizers/disinfecting solution to Municipal Police personnel along Main Street Ocho Rios. Note: Personnel should be instructed on distribution and storage by Overseeing Officer.	\$1,478,396.16	85%	85%	\$1,256,636.74
Pg. 1	8	Furnish all labour, small tools & approved chemical agent to clean & sanitize hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at Location TP1 (32,809.28 m square)	\$850,000.00	100%	100%	\$850,000.00
Pg. 1	9	Furnish all labour, small tools & approved chemical agent (sodium hypochlorite) to fumigate office, restrooms, doors, door handles, seating, etc. at Location TP1. (32,809.28 m square) To be made satisfactory as instructed by the Project Manager.	\$1,250,000.00	100%	100%	\$1,250,000.00
Pg. 1	10	Furnish all labour, small tools & approved chemical agent to clean & sanitize hand rails, rail guards, seating, etc. at Location QV1	\$1,179,800.00	100%	100%	\$1,179,800.00
Pg. 1	11	Furnish all labour, small tools & approved chemical agent (sodium hypochlorite) to fumigate shopping stalls, restrooms, doors, door handles, seating, poles/poles, etc. at Location M1. To be made satisfactory as instructed by the Project Manager. (20,868.40 m square)	\$9,954,280.00	100%	100%	\$9,954,280.00
Pg. 1	12	Furnish all labour, small tools & approved chemical agent to clean & sanitize hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at Location WR1	\$732,275.00	100%	100%	\$732,275.00
Pg. 1	13	Furnish all labour, small tools & approved chemical agent to clean & sanitize buildings, hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at Location W3 (4,448.17 m square)	\$2,112,880.75	100%	100%	\$2,112,880.75
Pg. 1	14	Furnish all labour, small tools & approved chemical agent to clean & sanitize buildings, hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at Location W4 (12,829.35 m square)	\$5,998,941.25	100%	100%	\$5,998,941.25
Pg. 1	15	To supply and apply approved chemical agent to selected generally populated locations/ATMs. To be monitored by Project Officer & Security Personnel.	\$2,500,000.00	100%	100%	\$2,500,000.00
Pg. 1	17	To supply knowledge base material (brochures, posters, etc.); to be distributed by Municipal Personnel and placed in heavily trafficked areas.	\$850,000.00	100%	100%	\$850,000.00
Pg. 1	18	Security for Works	\$500,000.00	100%	100%	\$500,000.00
Pg. 1	19	Site Supervision & Monitoring	\$500,000.00	100%	100%	\$500,000.00
Pg. 1	20	Mobilization/Equipment Rental	\$1,750,000.00	100%	100%	\$1,750,000.00
Pg. 1	21	Safety Gears	\$2,250,000.00	100%	100%	\$2,250,000.00
Pg. 1	22	Contingencies	\$4,268,181.39	100%	100%	\$4,268,181.39
<b>TOTAL REQUEST AS PER B.Q</b>			<b>\$ 46,851,105.30</b>			<b>\$46,829,345.68</b>

Name of Entity performing this Valuation:	St Ann Municipal Corporation	
Quantity Surveyor	Xavier Munroe Name	 Signature
Chief Technical Officer/Project Manager	Everton Ricketts Name	 Signature
FOR T&P USE ONLY		

INTEGRITY COMMISSION

Conducted into the Circumstances which Led to the Award and Implementation of a Contract in the Amount of \$46,851,105.30, to Rahim's Cleaning & Trucking Limited, by the St. Ann Municipal Corporation in Relation to its Ocho Rios Covid-19 Sanitation and Cleaning Project



APPENDIX 7:

Copy of the St Ann Municipal Corporation Payment Voucher

ST. ANN MUNICIPAL CORPORATION Payment Voucher

P1

Department: CAPITAL WORKS AND ROADS AND WORKS
Voucher No: 219001287
Accounting Period: 02
Fiscal Year: 20-29/2021
Year: 20, Month: 03, Day: 14

Description: Being amount payable for work done as per attached S/R # 235/20 & 236/20 dated 26.3.2020 with details. Contract dated 26/3/2020 attached.

Total \$ 46 059 638.91
Amount in Words: Forty Six Million, Fifty Nine Thousand Six Hundred and Thirty Eight Dollars and Ninety One Cents Only

Table with columns: EC DESCRIPTION, LINE NO 01, LINE NO 02, LINE NO 03. Includes rows for Program, Activity, and Amount.

Programs Manager's Certification, Commitment Control Officer's Verification, Payment Authorization (Accounts Division). Includes signatures and dates.

Handwritten notes and signatures at the bottom of the voucher.

INTEGRITY COMMISSION

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**APPENDIX 8:** Copy of the St. Ann Municipal Corporation Work Performed at Agreed Rate Document

**SAINT ANN MUNICIPAL CORPORATION  
WORK PERFORMED AT AGREED RATES**

*RM 2*

*4/12/2020*

S/R NO. 23470 PARISH St Ann

HEAD 0000-00-2273030 Sanitation of Ocho Rios - Covid 19 TIEF

SUBHEAD: \_\_\_\_\_ ALLOCATION: \_\_\_\_\_

ITEM: \_\_\_\_\_ DIVISION: Ocho Rios

DATE OF APPROVAL: 26.03.2020

COMMENCING DATE: 26.03.2020

COMPLETION DATE: 15.04.2020

**ST. ANN MUNICIPAL CORPORATION  
TO: RAHIM'S CLEANING & TRUCKING LTD.  
KINGSTON**

TRN# 002-6PS-060 ID#: (N/ID) (PP) (D/L)

DATE (inclusive)	DESCRIPTION	QUANTITY	RATE	\$	C
2020	<b>WORK PERFORMED AT THE RATE(S) AGREED UPON:</b>			<b>33,709,638.91</b>	
<i>26/3</i>	<b>10 Ocho Rios Town Centre</b>				
	Include the provisional sum of \$2,500,000 to supply and apply approved chemical agent to selected generally populated locations/ATMs to be monitored by Project Officer and Security Personnel.	Sum		2,500,000.00	
	Include the provisional sum of \$650,000.00 to supply knowledge-based material brochures, posters, etc) to be distributed by Municipal Personnel and placed in heavily affected areas.	Sum		650,000.00	
	<b>Preliminaries</b>				
	Security for works			500,000.00	
	Site Supervisory & Monitoring			500,000.00	
	Mobilization/Equipment Rental			1,750,000.00	
	Safety Gears			2,250,000.00	
	<b>11 Additional Works</b>				
	Drop-In-Centre/Ocho Rios Police Station/Rahis Gas Station Vicinity/ Bridge area used as home by street people - Main Street Ocho Rios, Next to Transportation Centre Ocho Rios, Vicinity of Ruins Ocho Rios Furnish all labour, small tools and approved chemical agent to clean and sanitize hand rails, gates, doors, gate handles, door handles, rail guards, seating, etc. at location.	Sum		4,200,000.00	
	Furnish all labour, small tools and approved chemical agent (sodium hypochlorite) to fumigate				
	<b>CARRIED FORWARD</b>			<b>\$46,059,638.91</b>	

THESE ACCOUNTS SHOULD STATE CLEARLY THAT THEY ARE EITHER FOR 'LABOUR' ONLY OR FOR PART/ALL 'LABOUR AND MATERIALS'.

*47*

**INTEGRITY COMMISSION**

Conducted into the Circumstances which Led to the Award and Implementation of a Contract in the Amount of \$46,851,105.30, to Rahim's Cleaning & Trucking Limited, by the St. Ann Municipal Corporation in Relation to its Ocho Rios Covid-19 Sanitation and Cleaning Project





APPENDIX A RAHIM'S

<b>Scotiabank</b>		<b>The Bank of Nova Scotia Jamaica Ltd.</b>		<b>RTGS PAYMENT TRANSFER</b>		DATE <b>4.6.2020</b>	
TO BRANCH: <b>St. Ann's Bay</b>		ADDRESS: <b>18 Bravo Street, St Ann's Bay</b>		TRANSFER NUMBER: <b>20255</b>		AMOUNT: <b>45,138,446.13</b>	
PLACE PAY TO		FOR CUSTOMER USE ONLY		BANK OF NOVA SCOTIA		<b>FOR BANK USE ONLY</b>	
32 VALUE DATE (YYYYMMDD): <b>20200604</b>		CURRENCY: <b>JMD</b>		AMOUNT: <b>\$ 45,138,446.13</b>		CORRECTION GL 9 726288	
50 ORDERING CUSTOMER		FULL NAME: <b>St. Ann Municipal Corporation</b>		FULL ADDRESS: <b>16 Grand Street, St. Ann's Bay, St. Ann</b>		ACCOUNT NUMBER: <b>32-12</b>	
52 ORDERING INSTITUTION		BNS ST. ANN'S BAY		BRANCH TRANSIT NUMBER: <b>20255</b>		TOTAL CUSTOMER CHARGES	
57 ACCOUNT WITH INSTITUTION		National Commercial Bank		AC# <b>351247223</b>		BENEFICIARY ACCOUNT NUMBER: <b>351247223</b>	
58 BENEFICIARY CUSTOMER, FULL NAME, FULL ADDRESS		FULL NAME: <b>Rahim's Cleaning &amp; Trucking Ltd</b>		FULL ADDRESS: <b>3 Smiths Street, St. Andrew</b>		BENEFICIARY ACCOUNT NUMBER: <b>351247223</b>	
70 REMITTANCE INFORMATION		72 ORDER TO RECEIVER INFORMATION		CUSTOMER SIGNATURE		PHONE NUMBER	
FOR BANK USE ONLY		Call back required <input type="checkbox"/> yes <input type="checkbox"/> no		If yes, Customer contacted <b>972-26156</b> Date		Prepared by <b>[Signature]</b> Checked by <b>[Signature]</b> Authorized by <b>[Signature]</b>	

To Go Rahim's

20886-JC8  
 THE BANK OF NOVA SCOTIA  
 JAMAICA LIMITED  
 31 JUN 25 2020 31  
 ANN'S BAY, BRANCH-  
 20886-008

CERTIFIED TRUE COPY  
 [Signature]  
 CHIEF EXECUTIVE OFFICER  
 THE ST. ANN MUNICIPAL CORPORATION  
 Date **22/10/2020**

INTEGRITY COMMISSION

Conducted into the Circumstances which Led to the Award and Implementation of a Contract in the Amount of \$46,851,105.30, to Rahim's Cleaning & Trucking Limited, by the St. Ann Municipal Corporation in Relation to its Ocho Rios Covid-19 Sanitation and Cleaning Project