



Report of Investigation

**Conducted into the Circumstances Surrounding the Award
of Contract to Knightsman Security Ltd. for the Provision of
Security Services at the Downtown Kingston Transportation
Centre for the period 2010 to 2011**

Integrity Commission



This Publication until tabled in Parliament shall be confidential.

Sections 55 (4) and (5) 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."

Section 56 of the Integrity Commission Act states:

"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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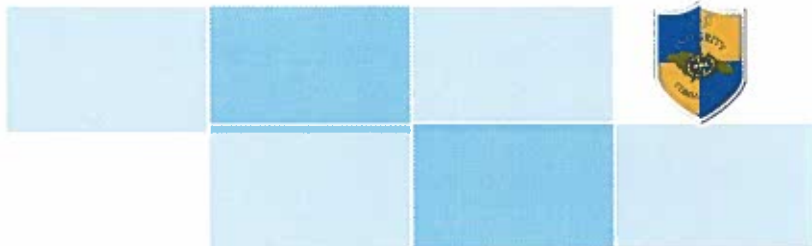
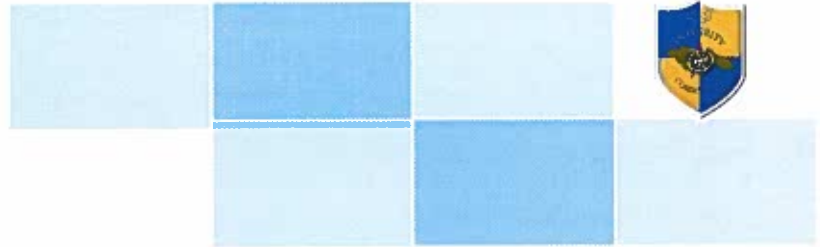


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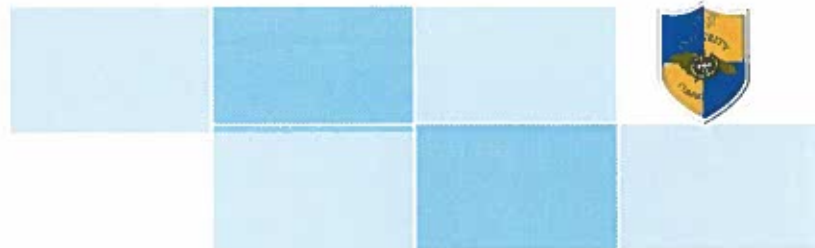


1.0 Summary of Investigation

- 1.1 This investigation concerns the allegations that Knightsman Security Ltd. was owed by the KSAC and that there was "...an outstanding bill of approximately \$13 Million Dollars" for the provision of security services at the "Water Lane Transport Depot", over the financial year 2010 to 2011. It was further alleged that, in relation to the aforementioned contract, "...no procurement process was followed¹".
- 1.2 The investigation commenced on April 7, 2015, under the jurisdiction of the then Contractor General, and pursuant to the provisions of Sections 4 (1), 15(1) and 16 of the then applicable Contractor-General Act.
- 1.3 The investigation sought to ascertain the circumstances surrounding the award of contract to Knightsman Security Ltd. by the Kingston and St. Andrew Corporation², hereinafter referred to as the 'KSAC'. The referenced contract was allegedly awarded to Knightsman Security Ltd. for the provision of security services at the Downtown Kingston Transportation Centre for the period 2010 to 2011.
- 1.4 More specifically, the Investigation primarily sought to determine, *inter alia*, (a) the procurement process utilized in the award of contract to provide security services at the Downtown Kingston Transportation Centre for the

¹ Letter dated February 19, 2015, which was sent to Mr. Dirk Harrison, former Contractor General.

² Now Known as the Kingston and St. Andrew Corporation



period 2010 to 2011; and (b) whether such process breached the then applicable Government of Jamaica (GoJ) Public Sector Procurement Procedures (GHPPP, October 2010) and/or any other applicable rules and regulations.

1.5 The Findings of the Investigation are premised primarily upon an analysis of the statements and documentary evidence which were provided by the Respondents, who were requisitioned by the OCG, during the course of the Investigation.

1.6 Summary of Key Findings

1.6.1 On February 7, 2011 the KSAC invited Knightsman Security Ltd. to provide security services at the Downtown Kingston Transportation Centre. Similar letters were addressed to Atlas Protection Limited, Modern Investigation & Security Co. Ltd, Ranger Protection & Security Co. Ltd. and Guardsman Group Ltd. However, albeit signed, the KSAC indicated that they found no evidence to suggest that these letters were dispatched to the referenced security companies.

1.6.2 Knightsman Security Ltd. was engaged to provide security services at the Downtown Kingston Transportation Centre for the period 2010 to 2011.

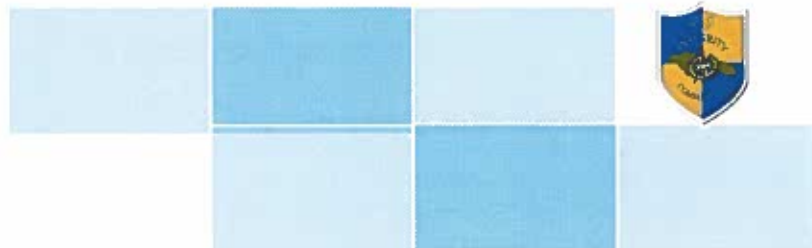


1.6.3 The process by which Knightsman Security Ltd. provided security services at the Downtown Kingston Transportation Centre, for the period 2010 to 2011 was contrary to the GoJ Procurement Guidelines.

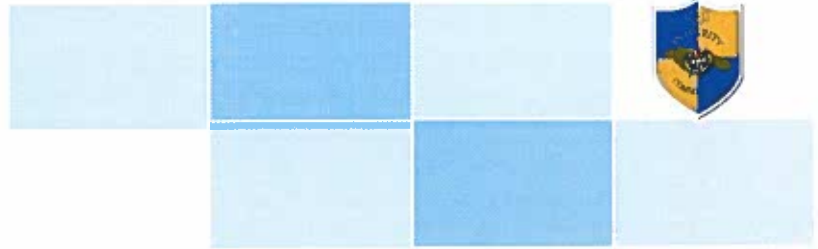
1.6.4 The irregularities, concerning the process under which Knightsman Security Ltd. provided security services at the Downtown Kingston Transportation Centre included the following:

- (a) The absence of a formal tender process;
- (b) The KSAC did not utilise set criteria for selection of bidders;
- (c) No evaluation methodology was undertaken by the KSAC;
- (d) Specifications for the provision of security services were not developed and employed by the KSAC;
- (e) The KSAC did not utilise tender advertisements or notices advising of the procurement opportunity;
- (f) As no formal tender process or evaluation methodology were undertaken, the Evaluation Committee and Procurement Committee of the KSAC did not play a role in the subject procurement; and
- (h) No evidence of a written contract was seen by the OCG of an Agreement between the KSAC and Knightsman Security Ltd.

1.6.5 As at March 6, 2012, Knightsman Security Ltd. had not been remunerated in full for the provision of security services at the Downtown Kingston Transportation Centre for the period 2010 to 2011.



- 1.6.6 On January 14, 2011 the KSAC and the UDC signed an Agreement which provided that the KSAC was responsible for the provision of security services, the implementation of any necessary security measures and all payments, rates and expenses in relation to the Downtown Kingston Transportation Centre.
- 1.6.7 On June 13, 2011, the KSAC terminated the services of Knightsman Security Ltd. notwithstanding monies owed to the security company by the Corporation.
- 1.6.8 Despite the KSAC's previous assertion that it was the responsibility of the UDC to compensate Knightsman Security Ltd. for the provision of security services at the Downtown Kingston Transportation Centre, for the period 2010 to 2011, the KSAC ultimately accepted liability to compensate the security company.
- 1.6.9 As evidenced by a payment voucher dated January 22, 2016, the KSAC paid a sum of \$13,729,738.00 to Knightsman Security Ltd. for the provision of security services at the Downtown Kingston Transportation Centre for the period 2010 to 2011.



Chapter 1 – Background

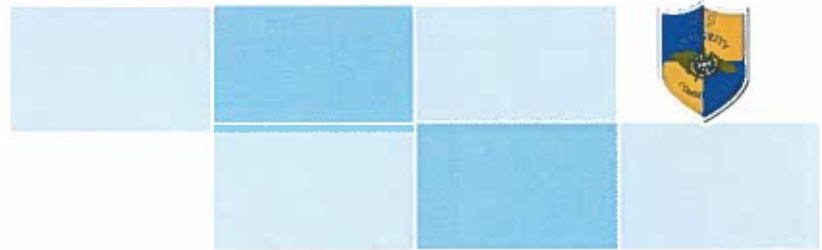
2.1 This chapter outlines the background information concerning the investigation.

2.1.1 Initiation of Investigation

2.1.2 On April 7, 2015, the Office of the Contractor General pursuant to the provisions of Sections 4 (1), 15(1) and 16 of the then applicable Contractor-General Act, initiated an investigation into the circumstances surrounding the award of contract to Knightsman Security Ltd. for the provision of security services at the Downtown Kingston Transportation Centre for the period 2010 to 2011.

2.1.3 The decision to commence an Investigation into the subject matter, was prompted by the receipt of an anonymous allegation dated February 19, 2015. The allegation purported that Knightsman Security Ltd. was owed by the KSAC, "...an outstanding bill of approximately \$13 Million Dollars" for the provision of security services at the Downtown Kingston Transportation Centre, over the financial year 2010 to 2011. It was further alleged that in relation to the aforementioned contract, "...no procurement process was followed".

2.1.4 The foregoing objectives formed the basis of the Terms of Reference which were developed in accordance with the provisions contained in Section 4 (1) and Section 15(1) (a) to (d) of the Contractor-General Act.

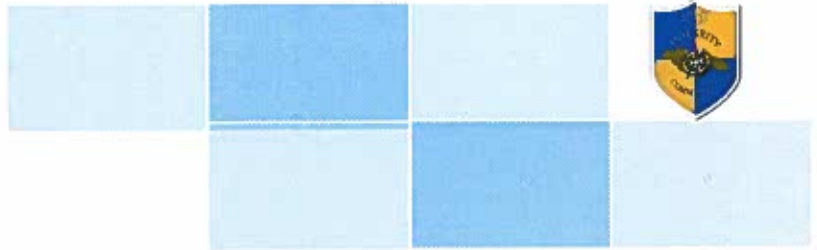


2.1.5 Upon a review of documents submitted to the OCG by the KSAC and Knightsman Security Ltd., it was further observed that the provision of security services by Knightsman Security Ltd. for the period 2010 to 2011 also extended to the vicinity of Pechon Street, Downtown Kingston.

2.1.6 The KSAC is a parochial board which provides administration for the 'Corporate Area', which is divided into fifteen (15) political constituencies and 1,354 Polling Divisions. The KSAC, along with various departments and agencies of Central Government and their various contractors, provide the parishes of Kingston and St. Andrew with the general services they need.

2.1.7 Jurisdiction

2.1.8 The investigation commenced under Sections 4, 15 and 16 of the then applicable Contractor - General Act, which enabled the Office of the Contractor General to investigate the referenced matter. The award of a Government of Jamaica (GoJ) contract fell within the realm of the OCG's jurisdiction and accordingly, Section 4 (1) of the Contractor General Act required, *inter alia*, that GoJ contracts must be awarded "impartially and on merit" and that the circumstances of award must not involve impropriety or irregularity.



Further, and pursuant to Section 63 of the Integrity Commission Act, the Integrity Commission, acting on behalf of the Commissioners, and pursuant to, *inter alia*, Section 33 of the Act (2017), the Integrity Commission continued the investigation into the said matter.

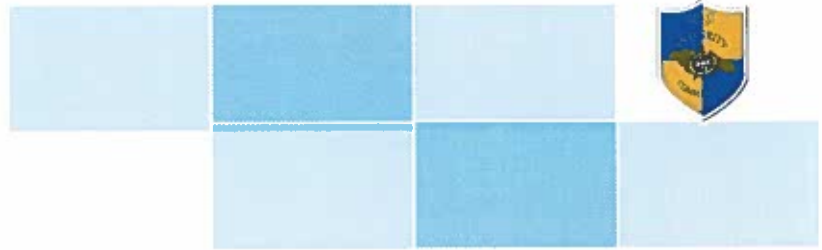
2.1.9 Section 2 of the Contractor-General Act provides the following interpretations:

"government contract" includes any licence, permit or other concession or authority issued by a public body or agreement entered into by a public body for the carrying out of building or other works or for the supply of any goods or services;"

2.1.10 " public body" means –

- (a) a Ministry, department or agency of government;
 - (b) a statutory body or authority
- ..."

2.1.11 For the purposes of Section 2 (a) of the then applicable Contractor-General Act, the Kingston and St. Andrew Municipal Corporation (KSAMC) formerly the Kingston and St. Andrew Corporation (KSAC), is a public body within the meaning of the law and therefore the circumstances surrounding the award of contracts by the entity fell within the remit of the then applicable Contractor - General Act.



2.1.12 The Investigation

2.1.13 The Requisitions/ Questionnaires, which formed a part of the OCG's methodology, were directed by the OCG to the following persons:

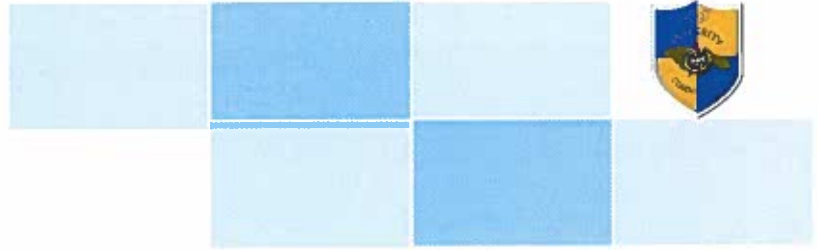
- i) Mr. Robert Hill, J.P., then Town Clerk, Kingston & St. Andrew Corporation (KSAC);
- ii) Mr. Anton Young, Executive Chairman, Knightsman Security Ltd.; and
- iii) Mr. Desmond Malcolm, former General Manager, Urban Development Corporation (UDC).

2.1.14 During the course of the investigation, a detailed review and cross referencing of the statements and supporting documentation which were submitted by the aforementioned persons was conducted.

2.1.15 A comprehensive review of the applicable Government of Jamaica Handbooks of Public Sector Procurement Procedures (2001 and 2008), Ministry of Finance Circulars and other attendant Regulations and Policies was also undertaken.

2.1.16 Subjects of the Investigation

2.1.17 The Kingston and St. Andrew Municipal Corporation and the Urban Development Corporation.

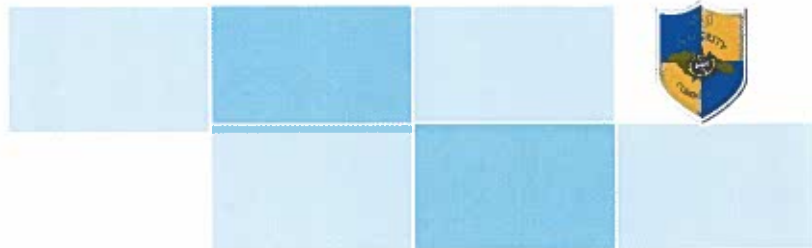


Chapter 2 – Terms of Reference

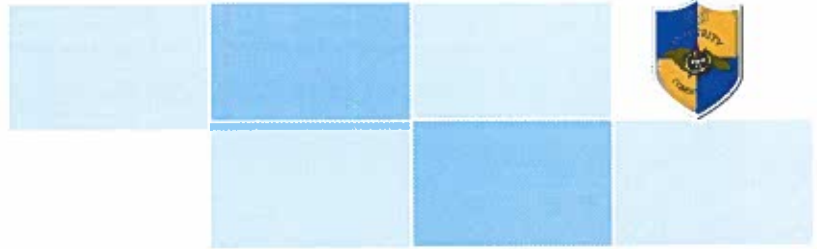
3.1 This chapter sets out the scope of the investigation and the issues that were explored.

The primary objectives of the OCG's Investigation surrounding the alleged irregularities concerning the award of contract by the Kingston & St. Andrew Corporation (KSAC) to Knightsman Security Ltd. are to determine, *inter alia*, the following:

- i) Whether there exists irregularities in respect of the award of contract by the Kingston & St. Andrew Corporation (KSAC) to Knightsman Security Ltd for the provision of security services for the period 2010 to 2011;
- ii) The circumstances in which Knightsman Security Ltd. was awarded the contract to provide security services at the Downtown Kingston Transportation Centre for the period 2010 to 2011;
- iii) Whether there were breaches of the then applicable GOJ Public Sector Procurement Procedures and/or any other applicable rules and regulations, on the part of the Kingston & St. Andrew Corporation, or anyone acting on its behalf, in the award of contract to Knightsman Security Ltd. for the provision of security services at the Downtown Kingston Transportation Centre for the period 2010 to 2011;



- iv) The procurement process utilized by the Kingston & St. Andrew Corporation, or anyone acting on its behalf, in the award of contract to Knightsman Security Ltd. for the provision of security services at the Downtown Kingston Transportation Centre, for the period 2010 to 2011;
- v) Whether Knightsman Security Ltd. is owed approximately \$13M by the Kingston & St. Andrew Corporation for the provision of security services at the Downtown Kingston Transportation Centre, for the abovementioned time period; and
- vi) Whether any recommendations are to be made with respect to any breach, irregularity or impropriety detected during the course of the Investigation.



Chapter 3 –Evidence, Findings and Discussion

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

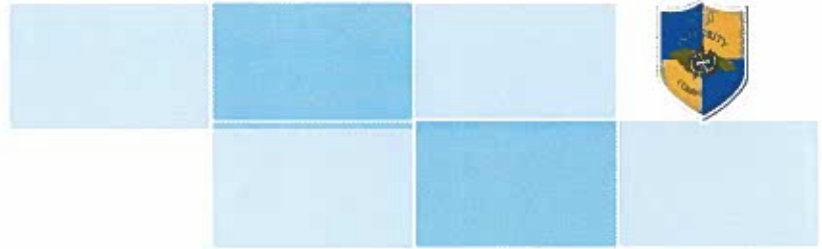
Nature and Particulars of the GOJ Contracts Awarded by the Kingston and St. Andrew Corporation (KSAC) for the Provision of Security Services at the Downtown Kingston Transportation Centre for the period 2010 to 2011.

4.1 The OCG, in keeping with the scope of the Investigation, sought to ascertain the procurement process utilised by the Kingston and St. Andrew Corporation (KSAC) for the procurement of security services from Knightsman Security Ltd. in relation to the Downtown Kingston Transportation Centre³ for the period 2010 to 2011.

4.1.1 By way of its requisition dated July 29, 2015 and addressed to Mr. Robert Hill, Town Clerk, KSAC, the OCG sought to determine the formal tender procedures which were utilised by the KSAC in the procurement of services from Knightsman Security Ltd. The requisition stated, *inter alia*, the following:

“3. *Please provide an Executive Summary detailing the formal tender procedures which were utilized by the Kingston and St. Andrew Corporation (KSAC) in the procurement of Knightsman Security Ltd. to provide security services at the Water Lane Transport Depot for the period 2010 to 2011. Your Executive Summary should include:*

³ Located at Marcus Garvey Drive, Kingston.

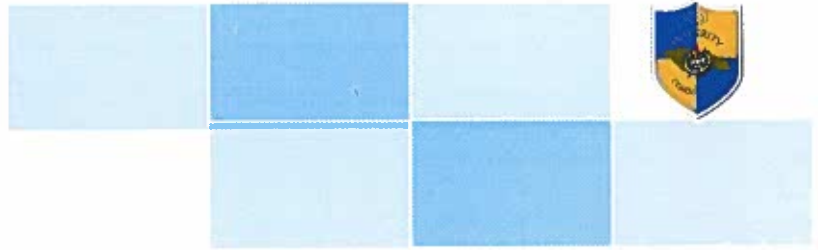


- (a) *the criteria for selection;*
- (b) *the evaluation methodology;*
- (c) *the specifications for the provision of security services;*
- (d) *the specifications which were to be met by all Bidders who submitted proposals to the KSAC; and*
- (e) *whether a tender advertisement or notice had been published advising of the procurement opportunity;*
- (f) *a copy of the tender document issued by the KSAC; and*
- (g) *a copy of the Bid receipt record."*⁴

4.1.2 In his response dated September 24, 2015, Mr. Hill advised the OCG that 'no proper procurement guidelines were followed' in the procurement of security services by Knightsman Security Ltd. at the Downtown Kingston Transportation Centre for the period 2010 to 2011. He indicated, *inter alia*, as follows:

"...Our investigations into the matter suggest that no proper procurement guidelines were followed, in procuring the services of Knightsman Security Limited.
On file we found a letter dated February 7, 2011, inviting

⁴ OCG requisition dated July 29, 2015, addressed to Mr. Robert Hill, Town Clerk, KSAC. Question 3.
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Knightsman Security Limited to tender, for the provision of security services in the markets and the Down Town Transportation Centre. Also, we found similar letters addressed to, Atlas Protection Limited, Modern Investigation & Security Company Limited, Ranger Protection & Security Company Limited and Guardsman Group Limited. That said, **upon extensive investigation we found no evidence that any of these letters were ever dispatched.**⁵ (DI Emphasis)

4.1.3 At this juncture, the following provisions of the Government of Jamaica Handbook of Public Sector Procurement Procedures (GHPPP) October 2010, is being highlighted:

"Limited Tender means a specific number of contractors/suppliers are invited to bid. Procuring Entities may contact appropriately qualified contractors/suppliers on the NCC register and invite them to participate.

Criteria for selecting contractors should include:

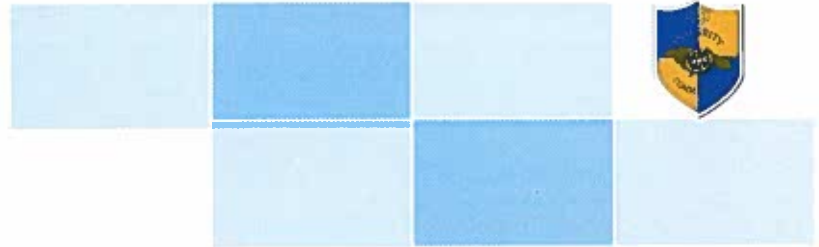
⁵ Response dated September 24, 2015, to the OCG by Mr. Robert Hill. Response 3.



- (a) the nature of the good/service/work required;**
- (b) the contractor's relevant experience;**
- (c) the contractor's past performance record; and**
- (d) the contractor's current financial and technical capacities.**

Procurement offered through Limited Tender is not advertised. Procuring Entities may award their contracts by the limited tendering procedure, in the following cases:

- (a) when no suitable tenders have been submitted in response to an open or Local Competitive Bidding procedure, on condition that the requirements of the initial tender are not substantially modified.
- (b) when, for technical reasons or for reasons connected with protection of exclusive rights, the contract may be performed only by a particular contractor and no reasonable alternative or substitute exists; and
- (c) for purchases made under exceptionally advantageous conditions, which only arise in the very short term in the case of unusual disposals, resulting for example, from liquidation,



receivership or bankruptcy, and not for routine purchases from regular contractors.

NOTE: *The Head of the Procuring Entity may approve the use of the Limited Tender procurement method for contracts up to a value of J\$10M. Contract values above this threshold will require the pre-approval of the NCC.*⁶ (DI Emphasis)

4.1.4 Additionally, the then applicable Government of Jamaica Handbook of Public Sector Procurement Procedures, October 2010 (GHPPP) provided that, for contracts above the threshold of J\$10,000,000.00 to J\$30,000,000.00, the Local Competitive Bidding procurement methodology should be utilised. The GHPPP further outlined the following procedures that are to be adhered to when utilising this procurement methodology:

- "- Invite tenders from registered contractors, through general advertisement at least once in a daily circulated, national newspaper.*
- A valid TCC and NCC registration are required at bid submission.*
- Use Standard Bidding Documents.*
- The Procuring Entity may request Bid Security.*

⁶ Section 1.1.3. of the Government of Jamaica Handbook of Public Sector Procurement Procedures, June 2010, Volume 2 Procedures for the Procurement of Goods, General Services & Works.



- *The recommendation for the award of contract must be supported by the Permanent Secretary.*
- *The recommendation for the award of contract must be submitted by the Head of the Procuring Entity to the NCC through Sector Committee.*
- *The award recommendation to be endorsed by the NCC.*
- *The recommendation for the award of contract is to be approved by the Head of the Procuring Entity.”*

4.1.5 In furtherance of the Investigation, the OCG perused the contents of a letter dated February 7, 2011, which was addressed to the Director of Operations, Knightsman Security Ltd. by Mr. Errol Greene, former Town Clerk, KSAC. The referenced letter indicated, *inter alia*, as follows:

“The Kingston and St. Andrew Corporation (KSAC) are inviting tenders for security services that will be provided in the Markets and Transportation Centres in Downtown, Kingston.

Please submit quotations for armed and unarmed guards.

⁷ Appendix 6 - A6.1 Government of Jamaica Handbook of Public Sector Procurement Procedures, (October 2010), Volume 2 Procedures for the Procurement of Goods, General Services & Works.



All applicants must satisfy the condition of the National Contracts Commission (NCC) and the Private Securities Regulation Authority. Also applicants must have a valid Tax Compliance Certificate (TCC) and Tax Registration Number (TRN) ...”⁸

4.1.6 By way of letter dated February 9, 2011, under the signature of Mr. Anton Young, Executive Chairman, Knightsman Security Ltd., wrote to the KSAC and indicated, *inter alia*, the following:

“We thank you very much for your letter to us dated February 7, 2011 inviting tenders for security services that will be provided at:-

- ***The New Down Town Transportation Centre***
- ***The Newly Re-Furbished Coronation Market***
- ***Other Markets in the down Town Business District.***

At this stage, we are very confident that if we are successful in the bidding/tendering process, we will satisfy your security needs within the confines of the laws of Jamaica.

⁸ Letter dated February 7, 2011 addressed to Director of Operations, Knightsman Security Ltd. by Mr. Errol Greene, former Town Clerk, KSAC, attached to Response dated September 24, 2015 addressed to the OCG by Mr. Robert Hill, Town Clerk, KSAC.



As per your request, and mandated by the Contractor General Department, attached please find copies of:-

- **Valid Tax Compliance Certificate (T.C.C)**
- **Private Security Regulations Authority registration (P.S.R.A)**
- **National Contract Commission Registration (N.C.C)**
- **Tax Registration Number (T.R.N)**
- **Copy of Public Liability Insurance Policy**
- **Our Company Proposal**
- **Scope of works and rates**
- **Security Operational Plan...**⁹

4.1.7 The OCG also sought to determine the role of the KSAC's Procurement Committee in the process undertaken for the provision of security services at the Downtown Kingston Transportation Centre during the period 2010 to 2011¹⁰.

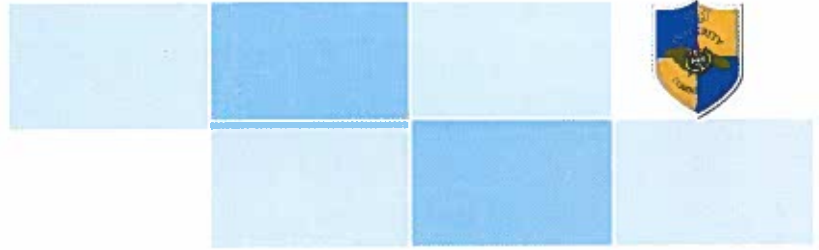
4.1.8 In his response dated September 24, 2015, Mr. Robert Hill stated "...**Please refer to answer for question 3.**"¹¹ As previously mentioned, Mr. Hill indicated in response number 3 that "...no proper procurement guidelines were followed, in procuring the services of Knightsman Security Limited..."¹².

⁹ Response to the OCG dated June 19, 2015 by Mr. Anton Young, Executive Chairman, Knightsman Security Ltd. Letter dated February 9, 2011 addressed to Town Clerk, KSAC by Mr. Anton Young.

¹⁰ OCG requisition dated July 29, 2015, addressed to Mr. Robert Hill, Town Clerk, KSAC, Question 8.

¹¹ Response dated by September 24, 2015 by Mr. Robert Hill, Town Clerk, addressed to the OCG. Response 8.

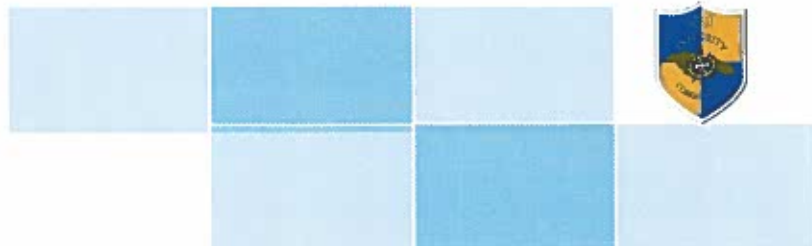
¹² Response dated by September 24, 2015 by Mr. Robert Hill, Town Clerk, addressed to the OCG. Response 3.



Further, Mr. Hill, by way of a Witness Statement dated January 9, 2017, indicated the following to the OCG:

"It is kind of unclear as to the sequence of events. Even prior to a tender, what we uncovered is that no or limited procurement guidelines were followed. We realized that security guards were on location prior to an invitation to tender."¹³ (DI Emphasis)

¹³ Witness Statement of Mr. Robert Hill, Town Clerk, KSAC, dated January 9, 2017 at paragraph 14.
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The Evaluation Process Undertaken by the KSAC as it regards the Provision of Security Services by Knightsman Security Ltd. at the Downtown Kingston Transportation Centre for the period 2010 to 2011

4.2.0 In ascertaining further details of the process utilised in the procurement of security services at the Downtown Kingston Transportation Centre, the OCG required the KSAC to provide details of the evaluation process which was undertaken by the entity in this regard¹⁴.

4.2.1 In his response dated September 24, 2015, Mr. Hill stated, *inter alia*, as follows:

"To the best of my knowledge, no evaluation process was undertaken and there is no evidence on record to respond otherwise."¹⁵ (DI Emphasis)

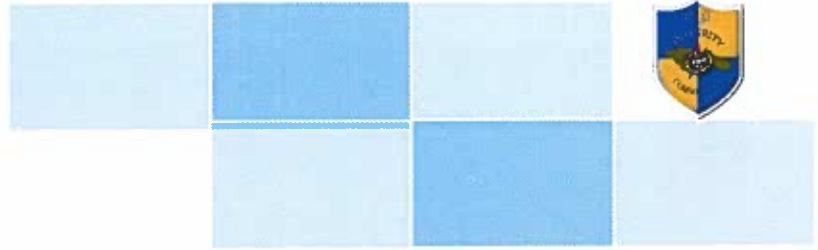
4.2.2 At this juncture, the DI highlights the following provision of Appendix 8 of the GoJ Handbook of Public Sector Procurement Procedures (GHPPP) (October 2010):

"A8. 12 BID EVALUATION PROCESS

*Bid Evaluation is a critical step in the procurement cycle.
As a result, Bid Evaluation Committees and Procurement*

¹⁴ OCG requisition dated July 29, 2015, addressed to Mr. Robert Hill, Town Clerk, KSAC, Question 7.

¹⁵ Response dated September 24, 2015, by Mr. Robert Hill, Town Clerk, addressed to the OCG. Response 7.



Personnel are advised to adhere strictly to the procedures provided in this Handbook.

The basic sequence for Bid Evaluation is the same for all goods, works and general services and consists of the following steps:

- (a) preliminary examination of bids;*
- (b) detailed examination, which includes:
 - (i) correction of arithmetic errors;*
 - (ii) conversion to a common currency;*
 - (iii) quantification of omissions and deviations**
- (c) application of evaluation criteria;*
- (d) comparison of bids; and*
- (e) preparation of the Evaluation Report.*

A8. 12.1 PRELIMINARY EXAMINATION OF BIDS

After the Bid Opening exercise, the Evaluation Committee shall do a preliminary examination of all bids that meet the eligibility requirements. This examination determines whether bids meet the



minimum standards of acceptability, as set out in the Bidding Documents, and eliminates bids which are not substantially responsive.

If discrepancies are identified, these may be rectified through clarification without giving any benefit to the Bidder, and without prejudice to the interests of other Bidders. Such discrepancies shall be noted and decisions regarding their acceptance or rejection shall be recorded in the Bid Evaluation Report. The request for clarification shall be documented and shall form part of the Procurement Record..."¹⁶

Further, the DI also notes the following provisions of the referenced Handbook:

"PROCUREMENT CYCLE

Key Elements of the Procurement Cycle

- (a) *Procurement Plan*
- (b) *Lease or Purchase Decision*
- (c) *Logistical Study*
- (d) *Procurement Methods*
 - (i) *International Competitive Bidding*
 - (ii) *Local Competitive Bidding*
 - (iii) *Limited Tender*

¹⁶ Section A8. 12 and A8.12.1, Appendix 1, Government Handbook on Public Sector Procurement Procedures (GHPPP), October 2010. Page 67.



- (iv) Direct Contracting
- (v) Contracting under Emergency Circumstances
- (e) Standard Bidding Documents
- (f) Technical Specifications
- (g) Management of Bidding Process
 - (i) Bid Opportunity Advertising
 - (ii) Procurement Notices
 - (iii) Bid Opening Process
 - (iv) Bid Evaluation
 - (v) Contract Award
- (h) Preparation and Signing of Contract
- (i) Contract Monitoring and Evaluation
- (j) Record Keeping".

In furtherance of its investigation, the OCG sought to determine whether a contract was consummated between Knightsman Security Ltd. and the Kingston and St. Andrew Corporation (KSAC)."¹⁷

4.2.3 Mr. Anton Young, Executive Chairman, Knightsman Security Ltd., in his response to the OCG, dated June 19, 2015, stated, *inter alia*, as follows:

"Yes, I am aware of the contract that was entered into between the Kingston and St. Andrew Corporation and

¹⁷OCG requisition dated June 2, 2015, addressed to Mr. Anton Young, Executive Chairman, Knightsman Security Ltd. Question 1.
INTEGRITY COMMISSION Special Report of Investigation into the Circumstances Surrounding the Award of Contract to Knightsman Security Ltd. for the Provision of Security Services at the Downtown Kingston Transportation Centre for the period 2010 to 2011



Knightsman Limited for the provision of Security Guards Services at the Water Lane Transportation Depot and the Pechon Street Transportation Depot.

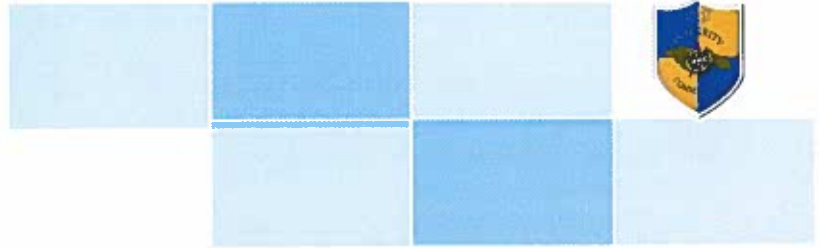
- a) **The commencement date of the contract was on January 15, 2011.**
- b) **The annual value of the contract for Water Lane was Twenty Six Million, Five Hundred and Five Thousand Dollar (\$26,505,000.00) and Pechon Street was Thirty Six Million, Six Hundred and Forty Seven Thousand Dollars (\$36,647,000.00)**¹⁸ (DI Emphasis)

4.2.4 The OCG, by way of its requisitions of July 29, 2015 and October 29, 2015, also required Mr. Robert Hill, Town Clerk, KSAC, and Mr. Desmond Malcolm, former General Manager, UDC, respectively, to provide responses in relation to the existence of the abovementioned contract.

4.2.5 In relation to whether such a contract existed, Mr. Robert Hill, in his response to the OCG dated September 24, 2015, indicated, *inter alia*, the following:

"We are not aware of a contract. However, based on my own investigation and documents contained on files, it is safe to infer that an arrangement was entered into between the KSAC and the Urban Development Corporation (UDC) as it relates to the operation and management of the said facility. This inference is supported by a

¹⁸ Response dated June 19, 2015, by Mr. Anton Young, Executive Chairman, Knightsman Security Ltd., addressed to the OCG. Response 1.



Memorandum of Understanding, by the then Mayor, Desmond McKenzie, and the Managing Director of the Urban Development Corporation, Joy Douglas...¹⁹ (DI Emphasis)

4.2.6 Mr. Desmond Malcolm advised the OCG, *inter alia*, as follows:

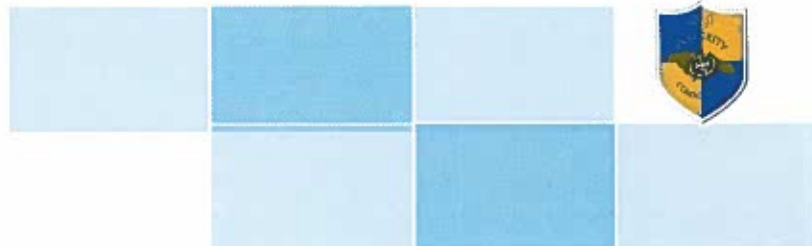
"...the only documentary evidence that addresses a contractual relationship is the letter of agreement dated January 14, 2011, which was signed by the then General Manager, Joy Douglas and accepted by the Mayor Desmond McKenzie who also signed on January 15, 2011..."²⁰ (DI Emphasis)

4.2.7 The DI also observed the contents of a letter dated January 6, 2014, which was addressed to the OCG, in which Mr. Malcolm stated, *inter alia*, the following:

"There is no award of any contract by the UDC as we neither signed, negotiated nor engaged Knightsman Security Limited. The

¹⁹ Response dated by September 24, 2015 by Mr. Robert Hill, Town Clerk, KSAC, addressed to the OCG. Response 1

²⁰ Response dated November 9, 2015, by Mr. Desmond Malcolm, former General Manager, UDC, addressed to the OCG. Response 3



matter of outstanding fees is a civil matter for which the Courts of Jamaica would have jurisdiction.”²¹

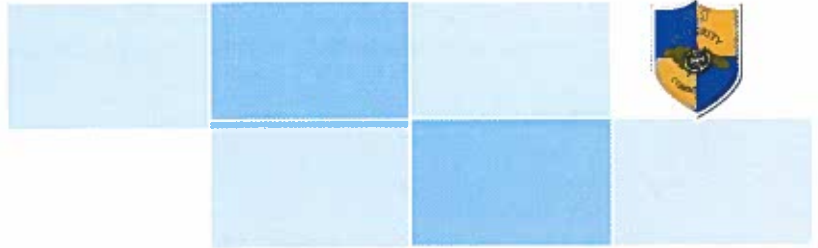
4.2.8 The DI notes that similar to the representations made by Mr. Hill, Mr. Malcolm is only aware of the referenced letter dated January 14, 2011 which was signed by the Hon. Desmond McKenzie, MP, the then Mayor, KSAC, and Ms. Joy Douglas, former Managing Director, UDC.

4.2.9 Of note, by way of an executive summary which was attached to a letter dated January 17, 2014, and addressed to the OCG by Mr. Malcolm, the following, *inter alia*, was stated:

“The Urban Development Corporation and the KSAC, both Government operated entitled entered into agreement by way of a letter of commitment dated January 14, 2011, wherein the UDC appointed the KSAC to manage and operate the Downtown Transportation Center for a period of ten (10) years commencing January 15, 2011.

The primary purpose of the mandate was for the KSAC to manage, maintain and operate the Transportation Centre at its own cost as a facility which provides a proper commuting environment for the Kingston Urban

²¹ Letter dated January 6, 2014, which was addressed to the OCG by Mr. Desmond Malcolm, former General Manager, UDC.



Metropolitan Region for all rural busses, non JUTC Operators, Hankey (sic) Carriages and Taxies terminating in Kingston, in accordance with the terms set out in the attached letter of commitment.

The then Mayor Desmond McKenzie, acting on behalf of the Kingston and St. Andrew Corporation, on January 15, 2011, signed in good faith to all the terms and conditions.

The UDC therefore, had no direct contractual agreement/engagement with Knightsman Security Ltd for the provision of security Services at the downtown Transportation Center, hence there would be no payment responsibility on the Corporation's part to the said entity."²² (DI Emphasis)

4.2.10 The DI perused the contents of the referenced Agreement which was outlined in a letter dated January 14, 2011, and which was signed by the Hon. Desmond McKenzie, MP, then Mayor, KSAC and Ms. Joy Douglas, then General Manager, UDC²³. The referenced letter which bore the caption **"Agreement for the Management and Operation of the Downtown Kingston Transportation Centre - KSAC"** stated, *inter alia*, as follows:

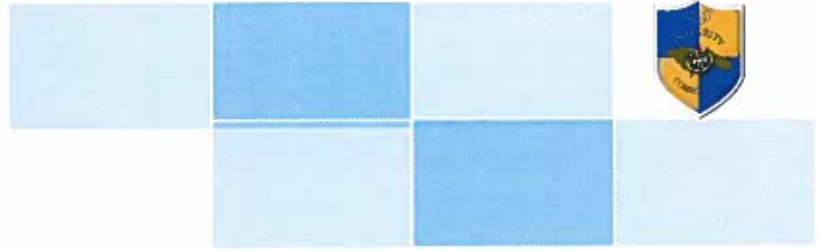
²² Executive Summary Appended to a letter dated January 17, 2014, which was addressed to the OCG by Mr. Desmond Malcolm, former General Manager, UDC.

²³ Responses dated September 24, 2015, and November 9, 2015, from Mr. Robert Hill, Town Clerk, KSAC and Mr. Desmond Malcolm former General Manager, UDC respectively.



"The Urban Development Corporation (UDC) hereby appoints the Kingston and Saint Andrew (KSAC) as the manager and operator of the Downtown Kingston Transportation Centre (hereinafter called the 'The Transportation Centre and/or the Centre') on the following terms and conditions:

- 1. TERM OF YEARS:** *Ten (10) years commencing on January 15, 2011.*
- 2. PURPOSE:** *To manage, maintain and operate the Transportation Centre at its own cost as a facility which provides a proper commuting environment for the Kingston Urban Metropolitan Region for all rural buses, non-JUTC Operators, Hackney Carriages and Taxis terminating in Kingston*



3. **GENERAL CONDITIONS:**

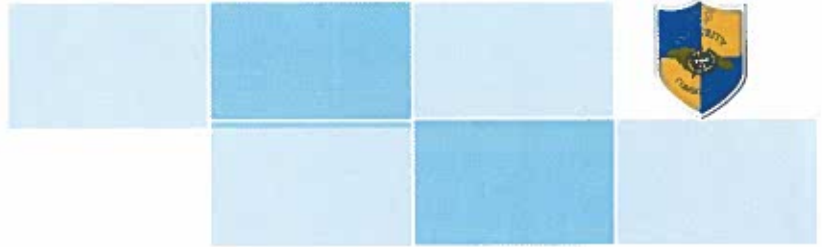
- a) **KSAC shall be responsible for the provision of security and to implement all necessary security measures.**
- b) **KSAC shall pay all fees, rates, expenses, utilities and outgoings including property taxes.**
- c) ...

It is hereby agreed that this Letter of Commitment is merely an Interim Agreement and both parties will use its best endeavours to ensure that a formal Management and Operation Agreement is duly executed further to the terms and conditions herein stated. ²⁴ (DI Emphasis)

4.2.11 Of note, the referenced letter further indicated the following:

"The Kingston and St. Andrew Corporation hereby agrees to manage and operate the Downtown Kingston Transportation Centre on the terms and conditions herein stated and will act in good faith in carrying out its obligations." (DI Emphasis)

²⁴ Letter of Agreement dated January 14, 2011 signed by Mr. Desmond McKenzie, former Mayor, KSAC, and Ms. Joy Douglas, former General Manager, UDC.
INTEGRITY COMMISSION Special Report of Investigation into the Circumstances Surrounding the Award of Contract to Knightsman Security Ltd. for the Provision of Security Services at the Downtown Kingston Transportation Centre for the period 2010 to 2011



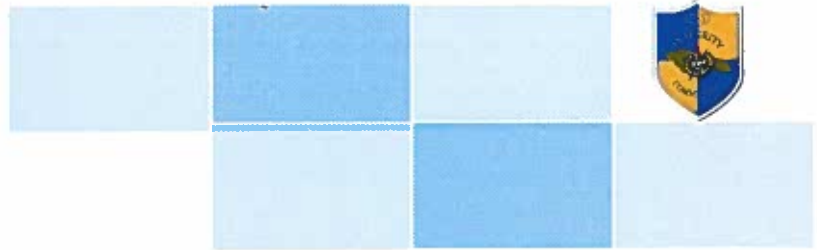
4.2.12 Based on the contents of the foregoing letter, it is the DI's observation that the KSAC was responsible for the provision of security services, the implementation of any necessary security measures and all payments, rates and expenses in relation to the Downtown Kingston Transportation Centre.

4.2.13 It is also the DI's observation that the referenced Agreement was agreed by both the KSAC and the UDC to serve as an interim agreement and that both parties would ensure that a formal agreement is executed.

4.2.14 The DI highlights the following statement made by Mr. Robert Hill in his response to the OCG dated September 24, 2015:

"...The circumstances surrounding this entire affair seem irregular as several procedural guidelines were not followed including but not limited to the following:

- (i) Referenced memorandum was never brought before the Procurement Committee;**
- (ii) To the best of my knowledge no contract was in place, however, it is obvious that Knightsman Security Ltd. provided security services for which some payments were made.**



(iii) **It appears that the former Prime Minister played an integral part in the matter.**²⁵ (DI Emphasis)

4.2.15 In relation to the above allegation concerning the involvement of the former Prime Minister, Mr. Robert Hill provided further details and clarification by way of a statement which was provided to the OCG on January 9, 2017.

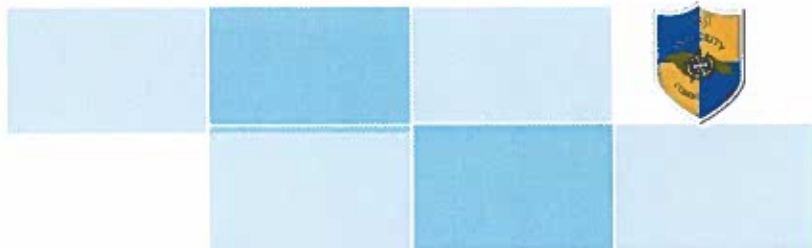
4.2.16 The referenced statement made by Mr. Robert Hill indicated that a response letter was uncovered which was addressed to Mr. Anton Young, Managing Director, Knightsman Security Ltd., and which was alleged to be from the Hon. Orette Bruce Golding. The letter provided that Mr. Golding would intervene by speaking with the Chairman of the UDC to ensure that payments were made to Knightsman Security Ltd.

4.2.17 Mr. Hill further expressed that his interpretation of the letter purportedly written by Mr. Golding, was that the then Prime Minister was trying to "quell the matter" as to whose responsibility it was to undertake payments to Knightsman Security Limited.

4.2.18 Mr. Hill stated that he did not become aware of the aforementioned involvement of the then Prime Minister until research was being conducted based on the questions provided by the then Contractor General.

Review of the Quarterly Contract Awards (QCA) Database

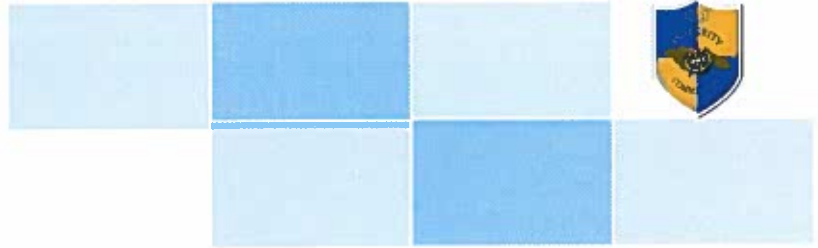
²⁵ Response dated by September 24, 2015, by Mr. Robert Hill, Town Clerk, addressed to the OCG. Response 13.
INTEGRITY COMMISSION Special Report of Investigation into the Circumstances Surrounding the Award of Contract to Knightsman Security Ltd. for the Provision of Security Services at the Downtown Kingston Transportation Centre for the period 2010 to 2011



4.2.19 The Quarterly Contract Awards (QCA) Database is a web-based system which facilitates the submission of Quarterly Contract Award (QCA) Reports to the OCG and the Integrity Commission of the particulars of contracts which are awarded by procuring public bodies within specified thresholds²⁶.

4.2.20 Upon a review of the referenced database, the DI observed no record of a contract which was awarded to Knightsman Security Ltd. by the KSAC and/or the UDC for the provision of security services for the period 2010 to 2011.

²⁶ Contracts that were awarded as at October 1, 2008 to July 1, 2012.



Payments Made to Knightsman Security Limited for the Provision of Security Services at the Downtown Kingston Transportation Centre for the Period 2010 to 2011

4.3.0 In the course of the Investigation, the OCG was provided with documents which refer to monies owed to Knightsman Security Ltd. as well as monies which were made payable to the entity by the Kingston and St. Andrew Corporation (KSAC).

4.3.1 By way of a letter dated March 6, 2012, on the letterhead of Knightsman Security Ltd., and addressed to Mr. Errol Greene, then Town Clerk, KSAC, the following, *inter alia*, was indicated:

“RE: NONE-PAYMENT FOR SECURITY SERVICES RENDERED AT THE WATER LANE & PECHON STREET BUS PARK RESPECTIVELY

*We wish to remind you and your organization that we have not yet been paid for security services rendered at the **Pechon Street and Water Lane Bus Park**. We have made repeated request for payments and were told that the memorandum of understanding between the **KSAC** and Urban **Development Corporation (UDC)** has not yet been signed. Frankly speaking that is internal and none of our business.*

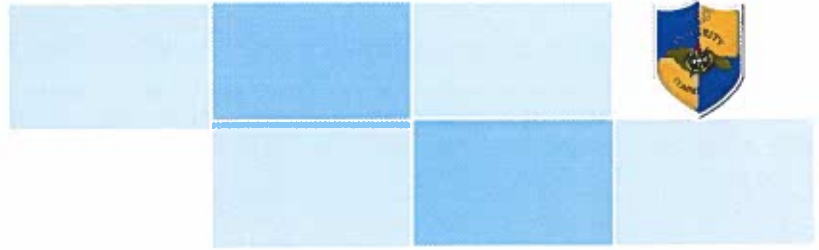


...The current debt stand at Thirteen Million Seven Hundred and Twenty Nine Thousand Seven Hundred and Thirty Eight Dollars (\$13,729,738.00) plus we are demanding interest for the period..."²⁷ (DI Emphasis)

4.3.2 In his response to the OCG dated June 19, 2015, Mr. Anton Young, Executive Chairman, Knightsman Security Limited provided copies of Invoices submitted to the KSAC for the provision of security services at the Downtown Kingston Transportation Centre, located at Marcus Garvey Drive and Pechon Street, for the period 2010 to 2011. In furtherance of the Investigation, the DI conducted a review of the referenced Invoices prepared by Knightsman Security Ltd. for the provision of security services at the Marcus Garvey Drive and Pechon Street locations for the period 2010 to 2011.

4.3.3 Of note, it was observed that the referenced Invoices were (i) not signed and/or stamped; and (ii) in some instances, the total amounts which were to be paid were not stated.

²⁷Letter dated March 6, 2012, on the letterhead of Knightsman Ltd., and addressed to Mr. Errol Greene, then Town Clerk, KSAC.



Compensation for Security Services Rendered by Knightsman Security Ltd. for the period 2010 to 2011 at the Downtown Kingston Transportation Centre

4.3.4 The DI reiterates that by way of letter dated March 6, 2012, Knightsman Security Ltd. wrote to the KSAC in respect of the non-payment for security services rendered at the Downtown Kingston Transportation Centre during the period 2010 to 2011²⁸.

4.3.5 In response to the abovementioned letter, Mr. Errol Greene by way of letter dated March 12, 2012, wrote to Knightsman Security Ltd., and advised of, *inter alia*, the following:

"RE: Non-Payment for Security Services Rendered at the Water Lane and Pechon Street Bus Park Respectively

...

*As you are fully aware, the Water Lane and Pechon Street Facilities was a joint venture operation between several Government agencies. **The Urban Development Corporation (UDC) is the agency responsible for undertaking the payments due to you.***

We have written to the UDC requesting that they deal with this matter expeditiously..."²⁹ (DI Emphasis)

²⁸ Letter dated March 6, 2012, on the letterhead of Knightsman Ltd. and addressed to Mr. Errol Greene, then Town Clerk, KSAC.

²⁹ Letter dated March 12, 2012, from Mr. Errol Greene, former Town Clerk which was addressed to Mr. Anton Young, Director, Knightsman Security Ltd.



4.3.6 Of note, by way of a letter dated March 23, 2012, which was addressed to Mr. Anton Young, Executive Chairman, Knightsman Security Ltd., Mr. Desmond Young, then Acting General Manager, UDC, indicated, *inter alia*, as follows:

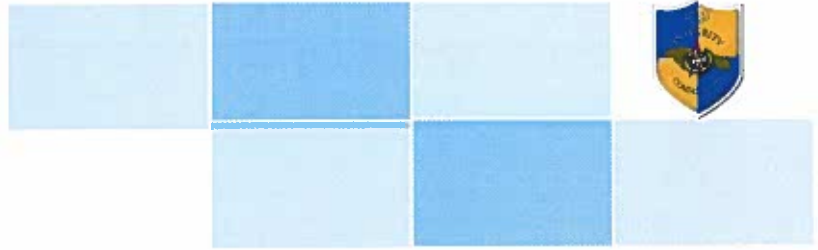
"RE: Non-Payment for Security Services Rendered at the Water Lane and Pechon Street Bus Park, Respectively

*We refer to yours of March 22, 2012, regarding the captioned matter and advise that **the Urban Development Corporation (UDC) has no such contract or agreement for payment of security services at the referenced facilities.***

Please refer to the attached letter – Item No. 3 A) which states: "KSAC shall be responsible for the provision of security and to implement all necessary security measures". We suggest that you redirect your matter to the Kingston & St. Andrew Corporation.³⁰ (DI Emphasis)

4.3.7 At this juncture, the DI reiterates the following general condition contained in the Agreement for the management and operation of the Downtown

³⁰ Letter dated March 23, 2012 which was addressed to Mr. Anton Young, Executive Chairman, Knightsman Security Ltd. from Mr. Desmond Young, then Acting General Manager, UDC.



Kingston Transportation Centre dated January 14, 2011, which was made between the KSAC and the UDC:

"3. GENERAL CONDITIONS:

- a) **KSAC shall be responsible for the provision of security and to implement all necessary security measures.**
- b) **KSAC shall pay all fees, rates, expenses, utilities and outgoings including property taxes...**³¹ (DI Emphasis)

4.3.8 The DI notes that the foregoing position taken by Mr. Errol Greene, then Town Clerk, KSAC, in his letter of March 12, 2012, differs from the position taken by him in a previous letter dated March 15, 2011. The referenced letter, under caption "**RE: Non Payment of Bills**" which was addressed to Mr. Anton Young, Executive Chairman, Knightsman Security Ltd., indicated, *inter alia*, as follows:

"...

It is regrettable that you have been providing security serves (sic) for the Kingston and St. Andrew Corporation (KSAC) since January 15, 2011 and to date you have not been paid.

³¹ Letter of Agreement dated January 14, 2011 signed by Mr. Desmond McKenzie, former Mayor, KSAC, and Ms. Joy Douglas, former General Manager, UDC.
INTEGRITY COMMISSION Special Report of Investigation into the Circumstances Surrounding the Award of Contract to Knightsman Security Ltd. for the Provision of Security Services at the Downtown Kingston Transportation Centre for the period 2010 to 2011



*All efforts are being exercised to ensure that payment of outstanding amounts can be made no later than March 25, 2011."*³²

4.3.9 By way of letter dated June 13, 2011, the KSAC terminated the services of Knightsman Security Ltd. Mr. Errol Greene, then Town Clerk, KSAC, advised Mr. Anton Young, Managing Director, Knightsman Security Ltd., of, *inter alia*, the following:

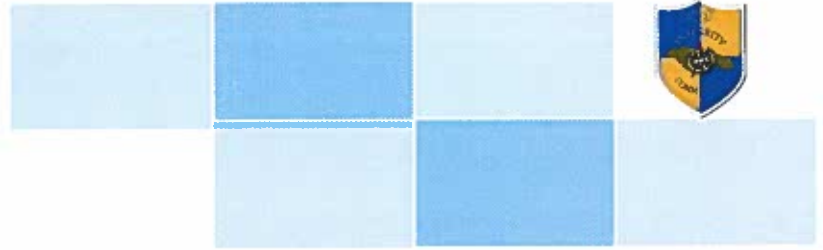
"I write to inform you that effective Thursday, June 30, 2011 the services of Knightsman Ltd. will be no longer be required at the following locations:

1. *Water Lane Bus Terminus*
2. *Pechon Street Bus Terminus*

We are cognizant of the fact that there are amounts outstanding and would like to assure you that these amounts will be disbursed in a timely manner.

The services of Knightsman have been exemplary, and you have exercised great patience and tolerance with the Kingston and St. Andrew Corporation (KSAC), and I

³² Letter dated March 15, 2011, under caption "*RE: Non Payment of Bills*" and addressed to Mr. Anton Young, Executive Chairman, Knightsman Security Ltd., from Mr. Errol Greene, then Town Clerk, KSAC.
INTEGRITY COMMISSION Special Report of Investigation into the Circumstances Surrounding the Award of Contract to Knightsman Security Ltd. for the Provision of Security Services at the Downtown Kingston Transportation Centre for the period 2010 to 2011



wish to place on record unreserved appreciation to you and your staff for your efforts.

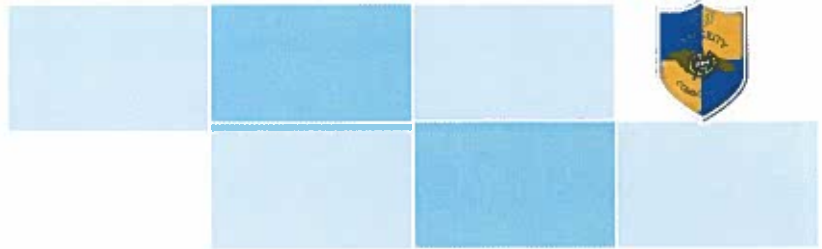
However, it is regrettable that our present situation does not permit us to continue this relationship.”³³

4.3.10 In a Witness Statement dated January 9, 2017 Mr. Robert Hill, indicated that Knightman Security Ltd. believed that the KSAC was responsible for the debt in “*the amount of J\$13,739,738.00*” in addition to interest which would increase the sum owed to J\$21,794,686.98.

4.3.11 By way of the referenced Witness Statement, Mr. Robert Hill indicated that, subsequent to the receipt of communique from Rattray, Patterson, Rattray, Attorneys representing Knightsman Security Services, which informed of KSAC's indebtedness to Knightsman Security Services, the KSAC, upon advice of Counsel, agreed to enter into negotiations which started in 2014, whilst trying to determine whether the KSAC was liable.

4.3.12 It was also stated in the referenced Witness Statement that, upon the KSAC informing Knightsman Security Ltd. that the Office of the General Contractor intervened, they filed proceedings against the KSAC as Knightsman Security Ltd. viewed this as the KSAC not accepting liability. Thereafter, the entities moved towards settlement.

³³ Letter dated June 13, 2011, which was addressed to Mr. Anton Young, Executive Chairman, Knightsman Security Ltd. from Mr. Errol Greene, then Town Clerk, KSAC.



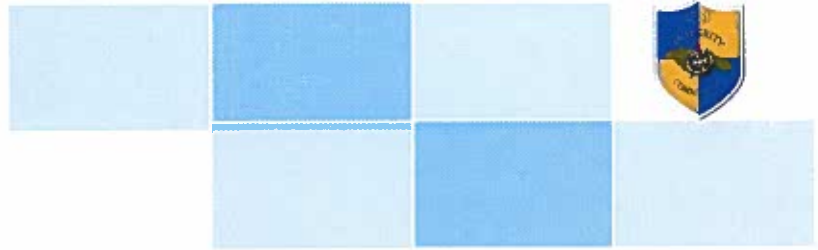
4.3.13 Mr. Hill further advised the OCG that, the KSAC ultimately paid the sum of J\$13,729,738.00 in two (2) parts and agreed to pay legal costs amounting to approximately \$1,500,000.00.

4.3.14 In support of his statements, Mr. Robert Hill provided the OCG with a copy of a letter dated November 4, 2015, which was addressed to Rattray Patterson Rattray, Attorneys-at-Law, from Mrs. Rose M. Bennett-Cooper, Bennett & Beecher-Bravo, Attorneys-at-Law, acting on behalf of the KSAC. The referenced letter under caption "**Re: Alleged Indebtedness of KSAC to Knightsman Limited**" stated, *inter alia*, as follows:

"...

Please be advised that our client has given us instructions to again offer payment in full and final settlement of the matter in the amount of Twelve Million Dollars (\$12,000,000.00). The proposed payment terms are as follows:

1. *Three Million Dollars (\$3,000,000.00) to be paid by November 30, 2015*
2. *Three Million Dollars (\$3,000,000.00) to be paid by January 31, 2016*
3. *The remaining Six Million Dollars (\$6,000,000.00) to be paid on a monthly basis commencing at the*



end of April and at the end of the subsequent months.

*Our client is also considering payment toward your legal costs provided that these costs are reasonable."*³⁴

4.3.15 The OCG by way of its requisition, dated January 27, 2017, which was addressed to Mr. Robert Hill, sought to ascertain whether the payment terms were accepted by Knightsman Security Ltd.

4.3.16 By way of response dated February 10, 2017, Mr. Robert Hill indicated that the abovementioned terms "...was not accepted by Knightsman..."³⁵, and that a "one-off payment was made instead"³⁶.

4.3.17 This 'one –off payment' was made by the KSAC, as evidenced by a payment voucher dated January 22, 2016. The payment voucher was made payable to Rattray Patterson Rattray, Attorneys-at-Law acting on behalf of Knightsman Security Ltd. in the amount of \$13,729,738.00.

4.3.18 The DI is also in possession of a document entitled "**Payment Register Report By: Vendor Code/Payment Date**". The 'payment register report' which

³⁴ Letter dated November 5, 2015, which was addressed to the Rattray Patterson Rattray, attorney-at-law, from Mrs. Rose M. Bennett-Cooper, Bennett & Beecher-Bravo, attorneys-at-law, acting on behalf of the KSAC.

³⁵ Response to the OCG dated February 10, 2017 from Mr. Robert Hill, Town Clerk, KSAC. Response 2 (a).

³⁶ Response to the OCG dated February 10, 2017 from Mr. Robert Hill, Town Clerk, KSAC. Response 2 (b).



reflects payments made to Knightsman Security Ltd. as at December 31, 2011, indicated, *inter alia*, the following information:

Table #1

CHEQUE NO.	DATE	VOUCHER NO.	INVOICE NO.	PAYMENT
112737	December 31, 2010	VO110007943	4918, 4919, 4899	\$487,575.00
112966	January 21, 2011	VO110008316	4899	\$57,900.00
114160	March 23, 2011	VO110009440	5228, 5032, 4/3/	\$3,000,000.00
114960	April 28, 2011	VO110000745	21032011	\$4,000,000.00
119820	December 12, 2011	VO120006375	1121201	\$27,000.00
119821	December 13, 2011	VO120006376	1221108	\$18,000.00
TOTAL				\$7,590,475.00



Chapter 4 – Conclusions

5.1.0 This chapter outlines the conclusions determined by the Director of Investigation.

5.1.1 The process by which Knightsman Security Ltd. provided security services at the Downtown Kingston Transportation Centre, for the period 2010 to 2011 was irregular and breached the applicable guidelines of the Government of Jamaica Handbook of Public Sector Procurement Procedures (June 2010).

The DI's conclusion is premised on the following compendium of facts:

- (a) A formal tender process was not utilised by the KSAC;
- (b) The KSAC did not utilise set criteria for the selection of bidders;
- (d) The KSAC did not undertake an evaluation process;
- (e) Specifications for the provision of security services were not developed and employed by the KSAC;
- (f) The KSAC did not utilise tender advertisements or notices advertising of the procurement opportunity;
- (g) As no formal tender process or evaluation process was undertaken, the Evaluation Committee and Procurement Committee of the KSAC did not play a role in the subject procurement; and



- (h) No evidence of a written contract was seen by the OCG of an agreement between the KSAC and Knightsman Security Ltd. for the provision of security services at the Downtown Kingston Transportation Centre, for the period 2010 to 2011.

5.1.2 The DI has reasonable grounds to conclude that the KSAC was responsible for compensating Knightsman Security Ltd. for the provision of security services at the Downtown Kingston Transportation Centre, for the period 2010 to 2011.

5.1.3 The DI finds that the KSAC's prior claim that the UDC was the agency responsible for making payments to Knightsman Security Ltd. in the above regard is not supported by evidence.

The DI's finding, in respect of the foregoing claim, is premised on the provisions of the Agreement which was entered into between the KSAC and the UDC and which expressly stated that the "...KSAC shall be responsible for the provision of security and to implement all necessary security measures". The referenced Agreement further stated that the "...KSAC shall pay all fees, rates, expenses, utilities and outgoings including property taxes".



Chapter 5 – Recommendations

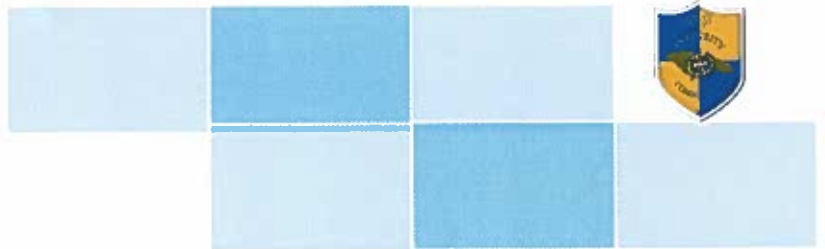
6.1.0 This chapter outlines the recommendations and corruption prevention initiatives identified by the Director of Investigation.

Recommendations to the Director of Corruption Prosecutions

6.1.1 Having regard to the provisions of Section 29 of the then applicable Contractor General Act and the KSAC's failure to report to the OCG, the subject award of contract to Knightsman Security Ltd.; the Director of Investigation refers a copy of this Investigation Report to the Director of Corruption Prosecution for such actions as the Director may deem to be appropriate.

Anti-Corruption Recommendations and Initiatives

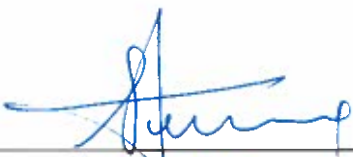
6.1.2 Having regard to the breaches of the then applicable procurement guidelines by the then KSAC, in respect of the award of the subject contract for the provision of security services, the DI recommends that the Accounting and Accountable Officers of the Kingston and St. Andrew Municipal Corporation (KSAMC) observes strict adherence to the provisions of the Public Procurement Act and attendant Regulations, the Integrity Commission Act, and all other applicable GoJ public sector procurement guidelines, and policies.



6.1.3 The DI recommends that the KSAMC undertakes continuous training and workshops for all members of staff who are involved in the procurement of goods, works and services on behalf of the KSAMC and by extension the Government of Jamaica.

6.1.4 The DI recommends that all Public Procuring Entities ensure that proper procedures are adhered to in the consummation and execution of all GoJ contracts. Government contracts should, therefore, be formal and evidenced in writing and signed by the parties prior to the implementation and performance of same.

6.1.5 In instances where a Public Body has identified that there is a breach of the procurement procedures, it is the DI's recommendation that the responsible agency seek to remedy the said breach in an expeditious and effective manner as opposed to continuing with the implementation of the project/contract in violation of applicable GoJ public sector procurement procedures and other governing laws.



Kevon A. Stephenson, J.P
Director of Investigation
September 14, 2020