



## Inspector General Insights

**Background:** In reviewing the change orders proposed to the Board of County Commissioners (BCC/County), Office of Inspector General (OIG) staff found correspondence between a General Contractor and a debarred vendor, Bradanna, Inc. (Bradanna). Bradanna had been adjudicated guilty of altering documents and submitting them to the Clerk for payment. After this conviction, Bradanna was debarred from performing work for the County for a three-year period that began on October 2, 2018 and was scheduled to end on October 1, 2021. As such, the debarment applied to all officers, directors, managers, principals, partners, qualifiers, divisions, or other organizational elements of Bradanna which prohibited them from conducting business with the County as agents, representatives, subcontractors, or partners of other contractors.

**Objective:** The purpose of this investigation was to determine if a debarred vendor was performing work on a County job.

**Scope:** The General Contractor had two pending jobs with the County, although only one involved paving or asphalt. Our review was limited to only the one job which could have utilized Bradanna.

**Observations:** Bradanna was not a listed subcontractor on the initial proposals submitted by the General Contractor. The OIG conducted a site visit of the Bayshore Parking Lot project on July 20, 2021 to determine if the paving contractor was still on site, but the paving work was already complete. OIG staff then met with the Project Manager to determine the name of the paving contractor. A subsequent e-mail from the Project Manager indicated that Bradanna was the paving subcontractor for the project. The Project Manager later stated that she saw Bradanna equipment on the job, and she was told by the General Contractor that the equipment was borrowed from Bradanna.

The BCC Procurement Director confirmed the term of Bradanna's debarred status, and further noted that debarred vendors were posted on the internal SharePoint site accessible to County staff. However, there was no link on the external County webpage where a contractor could confirm the names of any debarred vendors, nor was there a reference to debarred vendors in the contract itself.

The OIG visited the General Contractor at his office, and we noted that the only paving invoice recorded to date (\$31,500.00 unpaid as of 9/17/2021) was to a different local asphalt and sealing company. The General Contractor and this newly contracted asphalt subcontractor both denied that Bradanna had performed any work on the project. The newly contracted asphalt subcontractor provided a lien waiver for his full \$31,500.00 invoice.

The OIG discussed with a Bradanna representative, that they issued a Notice to Owner (NTO, where a contractor or subcontractor informs the property owner that they have been contracted to work on their property) to "Collier County Community Redevelopment" dated July 21, 2021 (one day after the OIG visited the site). Upon discovering that this was a County project, Bradanna followed with Notice to Disregard (the NTO issued) dated August 19, 2021. This Notice to Disregard was issued only to the general contractor. The NTO and the Notice to Disregard both used the incorrect owner name.

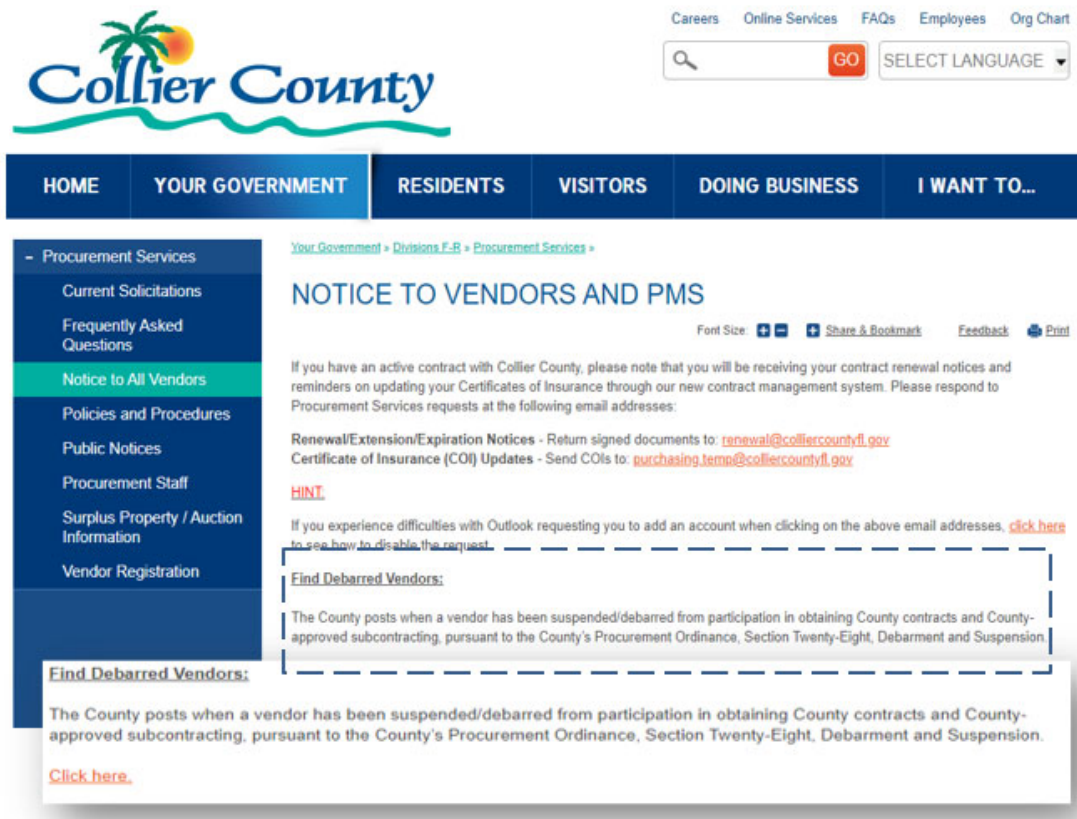
The BCC Procurement Director advised that Bradanna was not responding to requests for additional information to potentially reinstate them as a vendor. Accordingly, she prepared a three-year extension of Bradanna's debarment for the BCC's approval on November 9, 2021.

The OIG reviewed the Bradanna website, and we found that Collier County and two BCC staff were listed as references for Bradanna. This appears inconsistent for a debarred vendor, which we discussed with BCC Senior Management.

Without further corroboration, the OIG had no conclusive evidence that Bradanna was ever on the job. Both the General Contractor and the new paving subcontractor asserted that they furnished all the lien waivers and invoices from work on the job, and they both denied utilizing Bradanna. The initial email we saw could have been at the onset, when Bradanna was initially contracted and then “backed out”, as their representative described. Both the NTO and the Notice to Disregard were issued after the paving work was performed, so neither document provides any further clarity.

**Recommendations & Actions:**

1. Procurement subsequently added a link on the external website identifying any debarred vendors:



2. The OIG recommends contract language that requires vendors not to employ debarred vendors, and to reference the link to the website where this information is posted.
3. The OIG recommends that the BCC require the debarred vendor to take down references to County jobs and BCC personnel on their website.

**Conclusion:** Based upon the information obtained and reviewed, further action by the OIG is not warranted at this time, and this review was closed.

| Total # Transactions | Amounts Audited or Reviewed | Questioned Costs | Taxpayer Savings | Observations / Recommendations |
|----------------------|-----------------------------|------------------|------------------|--------------------------------|
| 4                    | \$ 437,272.25               | \$31,500.00      | N/A              | 3                              |