



## Inspector General Insights

**Background:** Collier County Facilities Management was tasked to provide food services to the Emergency Operations Center (EOC) prior to, during, and post Hurricane Irma. The food services post hurricane were extended to the main government complex. As per Division staff, the Division coordinated approximately 50,000 meals serviced by a variety of local and non-local vendors.

**Objective:** The objective of this review consisted of the following:

1. Determine if the billing is in compliance with contract 15-6365 “Disaster Debris Management, Removal and Disposal Services”.
2. Determine if the amounts paid would be considered compliant and reasonable with a subsequent FEMA audit.

**Scope:** The scope of the above-mentioned objectives consisted of the review of invoices under PO 4500180543 between September 6, 2017, and September 21, 2017.

**Observations:** The services provided by the emergency services vendor, Ashbritt, should have been provided under contract 15-6365 Disaster Debris Management, Removal, and Disposal. However, the Office of Inspector General (OIG) made the following observations:

1. The vendor did not set up a “base camp” to utilize a mobile kitchen as outlined in the contract. Under the Ancillary Services section in the proposal, the vendor outlines that they are a full-service contractor that can provide emergency services, such as canteen, commissary and Meals Ready to Eat (MRE). It further stated that full canteen and commissary services, serving hot breakfast, lunch, and dinner, as well as mid-rations, can be established, and expanded to support local relief representatives, workers, volunteers, and residents. MREs and heater meals can also be distributed systematically. In the approved contract under section “Disaster Response Man Camps/Comfort Service Price Schedule”, pricing is established for the Kitchen based on camp capacity, which includes mobilization labor, weekly operations, per person per day pricing, and demobilization labor. It further establishes meal service pricing.

The food services provided to the County were boxed lunches at a price of \$110 per person per day provided from a catering kitchen in Pompano Beach, Florida, which were delivered in several trips per day. The OIG noted that the company who billed for the food services was Silver Lining Inflight Catering company. An affiliate of the food services vendor was the president of a company called Silver Lining Logistics located in Pompano Beach. Despite the similar names and locations, the OIG has not yet established any connection between these two companies.

2. The pricing billed to the County did not follow the pricing outlined in the contract. Under the contract in section “Disaster Response Man Camps/Comfort Service Price Schedule”, the pricing component is as follows:

Meal Service Per Contract			As Billed by Vendor for Population over 500+		
Population	100-499	500-2000+	Charged	\$ Variance	% Variance
Meal	Meal Price	Meal Price			
Breakfast	\$ 17.00	\$ 15.00	\$ 86.00	\$ 54.00	168.75%
Lunch	\$ 20.00	\$ 17.00			
Dinner	\$ 22.00	\$ 20.00	\$ 24.00	\$ 4.00	20.00%
Total PP/PD	\$ 59.00	\$ 52.00	\$ 110.00	\$ 58.00	111.54%

However, the invoices submitted for payment encompassed a total price of \$110 per person per day, which is an 111.54% increase from the \$52 per person per day price for a population of 500-2000+, or more than double than the price outlined in the contract. In other instances, only breakfast and lunch were ordered for \$86 per person, and only dinner was ordered for \$24 per person. Some orders included breakfast, lunch, snacks and drinks for \$93 per person. The Clerk staff released payment to the vendor based on the pricing established in the contract for \$335,400.

Thereafter, County staff sought approval from the Board of County Commissioners (BCC) on December 12, 2017, for the amount of \$344,862. So, the County eventually paid more than double the contracted amount.

- The food services vendor utilized a markup on their food services ranging between 26-30% (roughly \$162,450), which was not consistent with industry standards. The vendor provided four invoices from Silver Lining Inflight Catering (Silver) to show their cost for the food services provided to the County. These four invoices contained the following rates:

As Billed by Silver Lining Inflight Catering		As Billed by the Vendor to Collier County		
Bundle Meals	Price	Price	\$ Markup	% Markup
Continental box, lunch box, dinner box, misc. drinks, and snacks	\$ 85.00	\$ 110.00	\$ 25.00	29.41%
Continental box, hot lunch, misc. drinks, and snacks	\$ 72.00	\$ 93.00	\$ 21.00	29.17%
Continental box, lunch box	\$ 66.00	\$ 86.00	\$ 20.00	30.30%
Dinner box only	\$ 19.00	\$ 24.00	\$ 5.00	26.32%

County staff was able to negotiate the markup down to approximately 14%, which is more consistent with industry standards, reducing the original invoices by \$46,938.

When the OIG requested Silver to provide these invoices directly, Silver instead contacted the vendor. Therefore, the OIG was not able to independently obtain the invoices as issued by Silver for comparison.

- Despite the observations outlined and the services provided outside the contract, Dan Rodriguez wrote a perfect (10/10) evaluation/reference regarding the emergency food services provided by Ashbritt (see Exhibit A).

**Recommendations & Actions:** County staff should procure hurricane/emergency related services under an approved contract, in a cost-effective manner, in order to maximize the reimbursement from FEMA.

**Management response:**

- It is Management’s determination that the Clerk’s Office observations, recommendations, and direction provided are believed to be both fair and acceptable.
- It is the Division of Facilities Management’s objective to be a steward for Collier County, providing the highest quality service in the most cost-effective manner. Through a newly established contract, modifications have been made to allow for additional controls to received services and associated cost.

**Conclusion:** The same vendor was awarded contract 20-7743 Emergency Catering Services as the primary vendor, for county-wide emergency catering services on July 14, 2020. See Contract Oversight Report 2023.28 “Food Services Provided as Result of Hurricane Ian” for further details on the new contract.

Total # Transactions	Amounts Audited or Reviewed	Questioned Costs	Taxpayer Savings	# Observations / Recommendations
4	\$727,200.00	\$391,800.00	\$46,938.00	4

## Exhibit A



### Form 5 Reference Questionnaire (USE ONE FORM FOR EACH REQUIRED REFERENCE)

<b>Solicitation:</b> 20-7743	
Reference Questionnaire for: Emergency Food Service	
(Name of Company Requesting Reference Information) AshBritt Environmental Inc.	
(Name of Individuals Requesting Reference Information)	
Name: Daniel R. Rodriguez (Evaluator completing reference questionnaire)	Company: Collier County PUD (Evaluator's Company completing reference)
Email: Dan.Rodriguez@colliercounty	Telephone: 239-249-1380
FAX:	

Collier County has implemented a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: Hurricane IRMA	Completion Date: 03-1-2018
Project Budget: 66 Million Dollars (8,000+ meals served)	Project Number of Days: 6 Months

Item	Criteria	Score (must be completed)
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Ability to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
<b>TOTAL SCORE OF ALL ITEMS</b>		