



Inspector General Insights

Background: Hurricane Ian made landfall in Southwest Florida as a category 4 hurricane unleashing intense winds and rainfall throughout Collier County. As a result of this natural disaster, Collier County Facilities Management was tasked to provide food services to the County's employees and emergency personnel during and post Hurricane Ian.

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

1. Determine if the billing is in compliance with contract 20-7743 "Emergency Catering 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 invoice #2220-029 under Purchase Order 4500220561, which is for services provided between September 28, 2022, and October 7, 2022.

Observations: The following observations were made:

1. The County has duplicative services under a different contract. Both Contract 20-7743 "Emergency Catering Services" and Contract 15-6365 "Disaster Debris Management, Removal and Disposal" permit the provision of emergency food services in the event of an emergency. Under both contracts, Ashbritt is awarded as the primary vendor.
2. Per the solicitation evaluation criteria no. 3: Experience and Capacity of the Firm (35% of the weighted total), the vendor is required to provide 5 completed reference forms from clients. These reference forms shall include information on current (within the past ten years) projects completed by the vendor that best represent projects of similar size, scope, and complexity of this project. However, the primary vendor provided 4 completed forms, including one for a project completed over 10 years ago, and 2 incomplete forms. Therefore, only 3 completed forms should have counted under this evaluation criteria.
3. Per section 1.7 of the solicitation, for the development of a shortlist, the following evaluation criterion will be utilized by the County's Selection Committee to score each proposal for a maximum of 100 possible points.

Evaluation Criteria	Maximum Points
1. Cover Letter / Management Summary	5 Points
2. Certified Minority Business Enterprise	5 Points
3. Experience and Capacity of the Firm	35 Points
4. Plan of Approach	35 Points
5. Cost of Services to the County	20 Points
TOTAL POSSIBLE POINTS	100 Points

The primary vendor is not a certified minority business enterprise; hence the vendor should have received no points for criteria no.2. As mentioned in the above observation, the primary vendor submitted only 3 complete reference forms out of the required 5. Since this evaluation criteria is based solely on the reference forms, each reference form brings 7 points, for a total of 35 points for 5 reference forms. The vendor should have received a maximum of 21 points for evaluation criteria no.3. Therefore, deducting 5 points for evaluation criteria no. 2 and deducting 14 points for evaluation criteria no. 3, the primary vendor should have scored a maximum of 81 points. However, four out of the five selection committee members scored the primary vendor higher than 81 points.

	Selection Committee Member #1	Selection Committee Member #2	Selection Committee Member #3	Selection Committee Member #4	Selection Committee Member #5	Total
Primary Vendor	80	90	83	82	85	420
Secondary Vendor	76	84	71	76	79	386
Tertiary Vendor	70	77	74	86	68	375

If one were to recalculate the scoring while deducting points for the incomplete reference letters, one could reasonably conclude that the primary vendor would have placed in third place, making it a tertiary vendor.

The Office of Inspector General (OIG) noted that at the time of the ranking, two out of the five selection committee members reported directly to Dan Rodriguez, who gave the primary vendor a perfect, 10 out of 10, reference despite performance issues post Hurricane Irma. (See report 2023.27 “Food Services Provided as a result of Hurricane Irma”)

- Based on the solicitation, cost of services to the County is 20% of the weighted total on the evaluation criteria. The primary vendor was not the lowest price vendor; in fact, the services provided by the primary vendor cost the most. The OIG performed a proforma based on invoice #2220-029 between the primary, secondary, and tertiary vendors under contract and determined the following:

Proforma Dollar Difference Based on Invoice #2220-029				
Description	Qty	Primary	Secondary	Tertiary
Bundled Meal Service (Three Meals Per Day)				
Three 16 oz. Bottles of Water Included	7,980	\$ 598,739.40	\$ 478,800.00	\$ 548,625.00
Breakfast Service (Hot)	-	\$ -	\$ -	\$ -
Lunch Service (Hot)	-	\$ -	\$ -	\$ -
Dinner Service (Hot)	1,250	\$ 26,137.50	\$ 40,000.00	\$ 33,437.50
Boxed Meal	1,950	\$ 40,774.50	\$ 29,250.00	\$ 29,250.00
Coffee & Tea Service - Per 24 hour period	-	\$ -	\$ -	\$ -
Individual Servicing Soft Drink, Juice, Milk	3,800	\$ 5,472.00	\$ 11,400.00	\$ 11,400.00
Lemonade, Iced Tea	-	\$ -	\$ -	\$ -
Snacks (Chips, Crackers, Cereal Bars, Nuts, etc.)	7,600	\$ 14,060.00	\$ 22,800.00	\$ 22,800.00
Cancellation Fee (must be confirmed by County)				
TOTAL		\$ 685,183.40	\$ 582,250.00	\$ 645,512.50

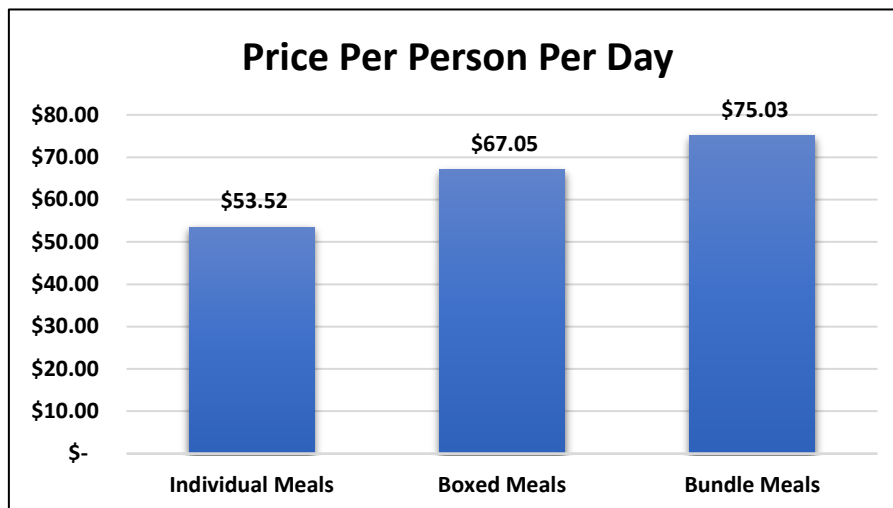
The services provided by the primary vendor were \$102,933.40 more expensive than the secondary vendor, and \$39,670.90 more expensive than the tertiary vendor. Therefore, criteria #5 for cost of services should be lowest for the primary vendor.

5. The contractor's proposal was based on providing a mobile kitchen, which was not provided. Per the "Plan of Approach" section within the proposal, the vendor indicated the following:

"Once activated, we will be able to service the designated delivery locations with our mobile equipment to include refrigerated trucks and portable kitchens."... "Our scheduled labor matrix goes into effect, and our kitchen layout turns into an assembly line. The hot kitchen begins preparing the hot meal menu items scheduled for the day, and the cold kitchen prepares the cold menu items."

Yet the "Scope of Services" section in the contract is silent on providing mobile kitchen equipment. The food services provided post Hurricane Ian did not include a portable/mobile kitchen, rather a delivery of already prepared food from the same subcontractor as during Hurricane Irma, Silver Lining Inflight Catering. As noted in report 2023.27 "Food Services Provided as a Result of Hurricane Irma" the OIG noted that an affiliate of the catering services vendor was the president of a company called Silver Lining Logistics located in Pompano Beach.

6. When the OIG requested Silver Lining Inflight Catering (Silver) to provide invoices for catering services provided to Collier County, Silver instead contacted the vendor. The vendor did not provide the subcontractor invoices. Therefore, the OIG was not able to independently obtain the invoices as issued by Silver.
7. The pricing for bundle meals is greater than the pricing for the individual meals, which does not appear to be reasonable. Below is a comparison of the pricing:



It appears that the bundle meals, which include breakfast, lunch, dinner, and three bottles of water are \$21.51 more expensive than purchasing three individual meals with three bottles of water. The bundle meals are \$7.98 more expensive than purchasing three boxed meals with three bottles of water.

8. Per section 5 of the "Scope of Services" section of the contract, the vendor is required to track each meal consumed. Tracking shall be accomplished through a monitored paper-based signature process or by electronic means. The vendor provided their paper-based tracking at

the time of billing. However, the quantities tracked did not support the quantities billed. Therefore, the OIG recommended a short pay of \$7,030.00.

Recommendations & Actions: The following recommendations are being made:

- Flag the lowest cost for any redundant services from existing contracts, so staff are aware to streamline operations and reduce costs.
- The OIG recommended a short pay of \$7,030.00, which was accepted and not paid.
- The OIG recommends that Procurement assist in a re-evaluation of vendors who might be awarded Primary, Secondary, and Tertiary status. Alternately, Procurement may recommend a re-bid of these services.

Management response:

- As noted in the conclusion, the primary vendor for contract 20-7743 “Emergency Catering Services” has elected not to renew under this contracted agreement.
- The Division of Facilities Management looks forward to working closely with the newly awarded primary vendor (previously secondary vendor) if the need to provide Emergency Catering Services is required.

Conclusion: In reviewing the contract renewal documentation, the primary vendor did not choose to continue to provide services under contract 20-7743 “Emergency Catering Services” effective June 13, 2023. Consequently, any further considerations regarding the primary vendor are no longer relevant. Going forward, should services be requested under this contract, the secondary vendor will be utilized. The contract will be effective until July 13, 2025.

Total # Transactions	Amounts Audited or Reviewed	Questioned Costs	Taxpayer Savings	# Observations / Recommendations
1	\$685,183.40	\$685,183.40	\$7,030.00	3